

6/30/89

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

BUCHANAN COMMUNITY SCHOOLS

AND THE

BUCHANAN-5C EDUCATION ASSOCIATION/MEA/NEA

1987 - 1989

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Buchanan Community Schools

AGREEMENT

This Agreement entered into this 16th day of November, 1987 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
M.E.A./N.E.A.

Don L. Rennhack
President

Virginia Wiggins
Secretary

11-16-87
Date

BUCHANAN COMMUNITY SCHOOLS
BOARD OF EDUCATION

Robert J. Siekman
President

Just A. House
Secretary

11-16-87
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, including guidance counselors, librarians, and 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 ninety (90) consecutive school days. However, 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. Moreover, said teacher shall not accrue seniority or experience credit for time as a permanent substitute, shall not be entitled to unpaid leaves of absences, and shall not be entitled to be recalled once services are terminated (except as required by law).

ARTICLE I - SCOPE OF PERSONNEL COVERED (continued)

- B. The term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit and reference to male teachers shall include female teachers.

- C. The Board, to the extent it may lawfully so do, 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 from 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.

ARTICLE IV - DUES DEDUCTION (continued)

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.

ARTICLE V

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 which 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.

ARTICLE V - ASSOCIATION RIGHTS AND RESPONSIBILITIES (continued)

- 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.

ARTICLE VI

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-five (185) 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-five (185) full days of school, this 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.

ARTICLE VII

TEACHING HOURS

- A. The normal working day for teachers shall not exceed seven consecutive hours including lunch period. All teachers shall be at their place of duty, assigned by the principal, no later than 15 minutes (no later than 20 minutes for elementary teachers) prior to the time the students' class day begins. Teachers shall remain at their place of duty, assigned by the principal, at least 15 minutes (10 minutes for elementary teachers) after the students' class day ends, except on Fridays and days preceding holidays or vacations, 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.

ARTICLE VII - TEACHING 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 185 contracted days for planned district sponsored in-service days.

An advisory committee will be instituted to present a suggested use of in-service days. The Committee will be composed of four classroom teachers appointed annually by the President of the Association and four members appointed by the Superintendent of Schools.

ARTICLE VIII

TEACHING LOADS AND ASSIGNMENTS

- A. The normal daily teaching load in the secondary school will be five (5) class periods not to exceed 60 minutes in length and one (1) planning period of not to exceed 60 minutes in length. This schedule is subject to change or revision if deemed necessary by the Board of Education after consultation with the Association.
- B. The normal weekly teaching load in the Middle School will be twenty-five (25) classes of not to exceed fifty (50) minutes in length, plus five (5) silent reading periods not to exceed twenty (20) minutes in length, plus five (5) individual planning periods not to exceed fifty (50) minutes in length. This schedule is subject to change or revision if deemed necessary by the Board of Education after consultation with the Association.
- C. The normal weekly teaching load for classroom teachers in grades 1 through 5 shall include at least one hundred eighty (180) minutes for teacher planning time. It is expressly understood that time used as provided in Article VIII, Section E shall count as preparation time. Further, such time shall include time, other than normal recess assignments, when teachers are required to supervise students during recess periods on days which students remain in the building during such periods.

ARTICLE VIII - TEACHING LOADS AND ASSIGNMENTS (continued)

- D. Teachers shall receive notice of tentative assignments by the closing of school. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignments in the secondary school grades 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.
- E. 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.
- F. 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 and/or committee meetings in any one week, nor be required to stay longer than a total of 150 minutes.

ARTICLE VIII - TEACHING LOADS AND ASSIGNMENTS (continued)

G. 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.

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.

Accordingly, class size will be in compliance with Michigan Statute 15.1919 as stated below:

"No district having a membership of more than 350 shall be allocated or paid any state aid for the number of pupils in membership in excess of the ratio of thirty-four pupils to one teacher."

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.

ARTICLE IX - TEACHING CONDITIONS (continued)

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.

ARTICLE X - VACANCY AND TRANSFER (continued)

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. Sick Leave

1. Each full-time teacher regularly employed by the Board shall be credited with a total of ten (10) sick leave days at the beginning of each school year. A part-time teacher shall be credited with a pro rata number of sick days.

A regular tenured teacher who has exhausted his/her sick leave and cannot return to work may apply for a leave of absence or an extension of sick leave which shall be at the Board discretion.

2. Sick leave shall be allowed to accumulate to a maximum of one hundred sixty (160) days for 1987-88 and to a maximum of one hundred seventy (170) days for 1988-89.
 - a. Sick pay will be pro-rated with workers' compensation, LTD, SSI, or other employer-provided disability payment.
3. After October 1 of each school year, the Administration will provide a teacher with a statement specifying the total amount of accumulated sick leave upon request.
4. Sick leave may be used for the following:
 - a. Illness, injury, or unavoidable quarantine of the teacher.
 - (1) A teacher may be required to submit to a physical or mental examination by a qualified, licensed physician at the Board's expense, to submit a doctor's statement verifying illness at the Board's expense, or to submit a doctor's statement verifying the teacher under a doctor's care has sufficiently recovered from illness or injury to assume his teaching duties.
 - (2) When feasible, teachers shall schedule routine health examinations and/or routine dental appointments outside regular school hours.
 - b. 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.

ARTICLE XI - LEAVES OF ABSENCE (continued)

- c. 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.

B. 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 staffing problem exists. Such leaves shall not be accumulative.

C. Leaves of Absence with Pay Not Chargeable to Sick Leave

In order to be eligible for the following leaves of absences 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, except where waived in writing because of emergency; and, upon said notice, the teacher may qualify as hereinafter specified.

ARTICLE XI - LEAVES OF ABSENCE (continued)

1. Professional Leave

Upon prior approval of the Superintendent, individual teachers will be granted leave of absence which shall not exceed a total of two (2) days per school year 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. This two (2) day allowance shall not be accumulative in any way. Any half (1/2) day absence due to legitimate causes cited in the above paragraphs shall be considered a half (1/2) day portion of this two (2) day allowance.

2. 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.
3. 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.

D. Maternity Leave

1. Maternity leave without pay is available to female teachers. The length of the leave shall not exceed one (1) year, renewable in the discretion of the Board.
2. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's office in writing at least four (4) months prior to the expected date of birth so that necessary arrangements can be made to procure the teacher's replacement.
3. Within sixty (60) days thereafter, the teacher shall submit a written request for maternity leave to the Board of Education. The request shall specify the beginning date of the leave, be accompanied by her physician's statement that there is no medical reason why the teacher cannot continue to perform services until the beginning date of the leave, which shall be supplemented monthly up to the seventh (7th) month and every two (2) weeks

ARTICLE XI - LEAVES OF ABSENCE (continued)

thereafter, and a statement by the Administration that the date requested by the teacher will not unduly interrupt the pupil-teacher continuity. As nearly as possible, the beginning date of the leave of absence should conform to the beginning or ending of a marking period, semester, or school year, but in no event shall the beginning date of the leave of absence commence later than four (4) weeks prior to the expected date of birth without written approval of a qualified physician.

- a. In the event of a dispute concerning the beginning date of the maternity leave, the teacher shall be entitled to a private hearing before the Board prior to the Board setting the beginning date of the leave of absence. The Board's decision shall be final and shall not be subject to the grievance procedure.
 - b. Once the beginning date has been approved by the Board, it shall not thereafter be changed, except in unusual cases to be determined on an individual basis.
4. The teacher shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full-time employment. The teacher may request a prospective termination date of the leave of absence at the time of request for the leave.
 5. Re-employment will commence upon the date set by the Board which shall not be later than the beginning of the first (1st) day of the school year following the date the teacher was declared eligible for re-employment. Extension of the leave shall be in the discretion of the Board. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.
 6. A teacher may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. However, the Board of Education reserves the right in its sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.
 7. Failure to return from maternity leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date.
 8. Failure to apply for a maternity leave as hereinabove specified shall result in termination of employment when the teacher can no longer perform her duties.

ARTICLE XI - LEAVES OF ABSENCE (continued)

9. Maternity leave will be granted without pay and without experience credit and without sick leave accumulation. Upon return from maternity leave, the teacher shall be restored to her same position on the salary schedule as when she left and be entitled to other accrued benefits prior to said leave.

E. Maternity Leave as Sick Leave

1. In lieu of the above provisions for unpaid maternity leave, a pregnant teacher shall have the right, if she so desires, to receive sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood that this shall not include normal child care; and the teacher shall not be entitled to avail herself of the foregoing unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of this paragraph. The following provisions shall apply:
 - a. All pregnant teachers shall notify the administration of pregnancy at least four (4) months prior to the expected date of birth. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date of birth of the child. Said notification shall be filed with the Superintendent of Schools.
 - b. The teacher shall furnish to the Board of Education medical certification of her continued ability to perform her duties prescribed in Item d.3. Deviations from Item d.3 may be granted by the Board.
 - c. The teacher may be required to submit to additional physical examinations by a physician selected and paid for by the School Board (if they exceed d.3).
 - d. To receive sick leave payments the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
 - e. For sick leave days claimed, the teacher must have a physician's certificate verifying physical disability which prevents her from fulfilling her teaching responsibilities.
 - f. To maintain curriculum continuity through the substitute, the teacher shall provide, in writing, lesson plans and lists of materials for the first two (2) weeks of the anticipated absence, and general lesson plans for the remainder of the absence.

ARTICLE XI - LEAVES OF ABSENCE (continued)

F. Goodwill Programs

Leave of absence to join the Peace Corps, Job Corps, or similar program as a full time participant in such program, without pay or fringe benefits, but with increment advancement upon return.

G. Military Leave

Military leaves shall be granted in accordance with law.

H. 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.

I. Other

The Board reserves the right to grant other extended leaves including leaves for child adoption which, in the opinion of the Board, may be of benefit to the school system.

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. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
2. 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.

ARTICLE XII - LAYOFF AND RECALL PROCEDURE (continued)

3. A tenure teacher, who is laid off pursuant to this Article has the right to be placed in a teaching position for which he is certified and qualified to fill and which is occupied by a teacher with less seniority.

B. Recall Procedure

1. Recall of tenure 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 reassigned shall be certified and qualified to teach the specific course he is being assigned.

C. 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.

D. Written Notice

1. 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 each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher.

ARTICLE XIII

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly.
- 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.
- 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. Tenure teachers will be evaluated a minimum of once every three years. Evaluations of tenured teachers shall be made by May 15th of the school year when the evaluation is made.
- 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 ten (10) school days after any formal classroom observation, the teacher shall either have an informal conference with the observer or be given a written statement by the observer regarding the formal observation.
(2) The performance of all teachers shall be evaluated in writing with a copy submitted to the teacher. 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.

ARTICLE XIV

PROTECTION OF TEACHERS

- 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.

ARTICLE XIV - PROTECTION OF TEACHERS (continued)

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.

ARTICLE XV

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 reemploy a probationary teacher; the placement of a non-tenure teacher on a third year of probation; any matter for which there is recourse under Federal or State statute; and any matter which this agreement has excluded from the grievance.
- 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;

ARTICLE XV - GRIEVANCE NEGOTIATION PROCEDURES (continued)

2. It shall contain a synopsis of the fact 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.

ARTICLE XV - GRIEVANCE NEGOTIATION PROCEDURES (continued)

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.

ARTICLE XV - GRIEVANCE NEGOTIATION PROCEDURE (continued)

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.

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 considered conclusive and 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.

ARTICLE XV - GRIEVANCE NEGOTIATION PROCEDURE (continued)

- 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 stations 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

MISCELLANEOUS PROVISIONS

A. Salary Payments

1. Salary payments will be made every other Friday during the year, the first of which will be the second Friday of the school year for which the contract is in force. 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. The personnel office must be notified in writing by August 1 of each year by each teacher desiring this option.

B. Retirement

Retirement is mandatory at the end of the school year in which the seventieth birthday occurs.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS (continued)

C. All individual teacher contracts for the term covered by this Agreement shall be made expressly subject to the terms of this Agreement.

D. Copies of this Agreement shall be furnished by the Board to all teachers now employed or hereafter employed during the term of this Agreement.

E. High School teachers acting as substitutes shall be paid at the rate of ten dollars (\$10.00) per hour.

Middle School teachers acting as substitutes shall be paid at the rate of ten dollars (\$10.00) per hour.

Elementary teachers used to substitute for specialist teachers shall be paid at the rate of six dollars (\$6.00) for each class taught.

F. Each teacher shall have the right, upon request, to review the contents of his personnel file except that, however, credentials from placement bureaus and personal recommendations given under confidential conditions may be withheld. An official representative of the Association may, at the teacher's request, accompany the teacher in such a review.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS (continued)

G. Teachers agree to notify the Board as soon as possible of any intent to terminate employment with the District.

H. 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 sub-paragraphs and Article V, section C (2).

ARTICLE XIX

INSURANCE PROTECTION

A. Each full-time teacher may select either Plan A or Plan B.

1. a. The Board agrees to monthly contribute up to the following amounts per teacher toward their health insurance premiums:

	<u>1987-88</u>	<u>1988-89</u>
Plan A	\$250.00	\$260.00
Plan B	\$150.00	\$156.00

b. If the actual premium for Plan A in 1987-88 is less than \$250.00/mo., or if the Plan B premium in 1987-88 is less than \$150.00/mo., the Board will add the difference to the 1988-89 insurance cap.

c. The insurance plan described will be a MESSA Pak.

d. The Plan B monthly contribution amount includes the MESSA premium and allows any remainder to be applied to MESSA and/or MEFSAs options, but limits the amount to be applied to MEFSAs options to \$45.00/month.

ARTICLE XIX - INSURANCE PROTECTION (continued)

- B. Each part-time teacher shall receive the benefits of Plan A or Plan B above on a pro rata basis.
- C. The above insurances are subject to the rules and regulations of the underwriter.
- D. Payroll deduction shall be available for all MESSA programs.
- E. Proper filing of insurance applications shall be the responsibility of the individual teacher and shall be provided subject to the terms and rules of the underwriter. New employees will receive insurance benefits upon qualification after their employment. The school is not responsible for benefits available under said insurance coverage for any period when the employer is not covered by the carrier.
- F. Teachers who work through to the end of a school year shall have the above benefits continued through the subsequent summer recess.

ARTICLE XX

SALARY SCHEDULE CREDIT

A. A step is equivalent to one (1) year of service. However, advancement in steps on the salary schedule shall not be considered automatic. To be eligible for continued advancement in steps on the salary schedule a teacher must complete three (3) semester hours of college credit in courses or study programs or workshop equivalents approved by the Superintendent or designated representative (preferably prior to enrollment) a minimum of once every five (5) years. Verification of satisfactory completion shall be presented prior to commencement of the sixth school year to the office of the Superintendent. Teachers who have met the following requirements shall be exempt from the salary schedule credit requirement:

1. A teacher who, as of the 1982-83 school year, is compensated under the MA/BA + 40 or MA +15 columns.
2. Commencing with the 1983-84 school year, teachers who have attained a master's degree.

(Those teachers whose salary schedule credit requirement must be met by the start of the 1982-83 school year and who are unable to meet that requirement shall be given a one time only extension to last up to the beginning of the 1983-84 year.)

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 either failure to complete three (3) hours or workshop equivalents or

ARTICLE XX - SALARY SCHEDULE CREDIT

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.

ARTICLE XXI

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.

ARTICLE XXII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1987, and shall continue in effect through the thirtieth day of June, 1989. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

- B. Either party may open this Agreement for modification by sending notification in writing to the other party no earlier than February 1, 1989, and no later than March 1, 1989.

APPENDIX A

1987-88 CALENDAR

<u>MONTH</u>		<u>TEACHER REPORT DAYS</u>	<u>STUDENT DAYS</u>
AUGUST	Staff reports August 25 Students report August 26 thru 31	5	4
SEPTEMBER	No school - September 7 (Labor Day)	21	21
OCTOBER		22	22
NOVEMBER	No school - noon November 25 thru 27	19	19
DECEMBER	No school December 21 thru January 1	14	14
JANUARY	School resumes January 4 First semester ends January 15 1/2 day recordkeeping	20	20
FEBRUARY	In-Service February 24*	21	20
MARCH		23	23
APRIL	One-half day April 1 (Good Friday) No school April 4 thru 8	16	16
MAY	No school May 30 (Memorial Day)	21	21
JUNE	Last day for students - June 1 Last day for staff - June 2	2	1
		—	—
		184	181

*In the event instruction days are cancelled and must be made up to comply with rules, laws or regulations, such days will be added, using this in-service day plus any additional days, if necessary, at no additional cost to the District.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BUCHANAN-5C EDUCATION ASSOCIATION/MEA/NEA
AND THE
BUCHANAN COMMUNITY SCHOOLS

By mutual agreement between the Buchanan Community Schools, Berrien County, Michigan, and Buchanan 5-C Education Association/MEA/NEA, the following change to the Master Agreement is to be made and to become effective for the 1988-89 school year:

Appendix A
1988-89 Calendar

<u>Change</u>	<u>From</u>	<u>To</u>
April No school	April 3 thru 7	March 27 thru 31

This memorandum of understanding is an integral part of the Master Agreement and is to remain in effect through June 30, 1989.

FOR THE BUCHANAN-5C EDUCATION
ASSOCIATION/MEA/NEA

Dow L Rennhack 5/16/88
President Date

Virginia Muzes 5/16/88
Secretary Date

FOR THE BUCHANAN COMMUNITY
SCHOOLS

Allen D. Schan 5/13/88
Superintendent Date

GU Stongor 5/16/88
Business Manager Date

BUCHANAN COMMUNITY SCHOOLS

APPENDIX A

1988-89 CALENDAR

<u>MONTH</u>		<u>TEACHER REPORT DAYS</u>	<u>STUDENT DAYS</u>
AUGUST	Staff reports August 29 Students report August 30 and 31	3	2
SEPTEMBER	No school - September 5 (Labor Day)	21	21
OCTOBER		21	21
NOVEMBER	No school - noon November 23 thru 25	20	20
DECEMBER	No school December 21 thru January 3	14	14
JANUARY	School resumes January 4	20	20
FEBRUARY	In-Service February*	20	19
MARCH	No school - noon March 24 (Good Friday) thru 31	18	18
APRIL	School resumes April 3	20	20
MAY	No school May 29 (Memorial Day)	22	22
JUNE	Last day for students - June 6 Last day for staff - June 7	5	4
		—	—
		184	181

*In the event instruction days are cancelled and must be made up to comply with rules, laws or regulations, such days will be added, using this in-service day plus any additional days, if necessary, at no additional cost to the District.

Amended by Memorandum of Understanding dated May 16, 1988

SCHEDULE A

SCHEDULE A 1987-88

STEP	INDEX	B.A.	INDEX	B.A.,+15	MASTER'S OR		INDEX	MASTER'S +15
					INDEX	B.A.,+40		
0	1,00	17376	1,04	18071	1,08	18766	1,12	19461
1	1,04	18071	1,08	18766	1,12	19461	1,16	20156
2	1,08	18766	1,12	19461	1,16	20156	1,20	20851
3	1,12	19461	1,16	20156	1,20	20851	1,24	21546
4	1,16	20156	1,20	20851	1,24	21546	1,29	22415
5	1,20	20851	1,24	21546	1,29	22415	1,34	23284
6			1,28	22241	1,34	23284	1,39	24153
7			1,32	22936	1,39	24153	1,44	25021
8			1,36	23631	1,44	25021	1,49	25890
9			1,40	24326	1,49	25890	1,54	26759
10			1,44	25021	1,54	26759	1,59	27628
11			1,48	25716	1,59	27628	1,64	28497
12			1,52	26412	1,64	28497	1,69	29365
13			1,56	27107	1,69	29365	1,74	30234
14					1,74	30234	1,79	31103
15					1,79	31103	1,84	31972

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

SCHEDULE A 1988-89

STEP	INDEX	B,A,	INDEX	B,A,+15	MASTER'S OR		INDEX	MASTER'S +15
					INDEX	B,A,+40		
0	1,00	18505	1,04	19245	1,08	19985	1,12	20726
1	1,04	19245	1,08	19985	1,12	20726	1,16	21466
2	1,08	19985	1,12	20726	1,16	21466	1,20	22206
3	1,12	20726	1,16	21466	1,20	22206	1,24	22946
4	1,16	21466	1,20	22206	1,24	22946	1,29	23871
5	1,20	22206	1,24	22946	1,29	23871	1,34	24797
6			1,28	23686	1,34	24797	1,39	25722
7			1,32	24427	1,39	25722	1,44	26647
8			1,36	25167	1,44	26647	1,49	27572
9			1,40	25907	1,49	27572	1,54	28498
10			1,44	26647	1,54	28498	1,59	29423
11			1,48	27387	1,59	29423	1,64	30348
12			1,52	28128	1,64	30348	1,69	31273
13			1,56	28868	1,69	31273	1,74	32199
14					1,74	32199	1,79	33124
15					1,79	33124	1,84	34049

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 B
SCHOOL NURSE SALARY SCHEDULE

STEP	AMOUNT
	1984-87
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.

SCHEDULE C
EXTRACURRICULAR SALARY SCHEDULE

POSITION	YEARS OF SERVICE IN POSITION				
	1	2	3	4	5
Club and Activity Sponsor					
Cheerleaders	5%	5 1/2%	6%	7%	8%
Yearbook	7%	7 1/2%	8%	8 1/2%	9%
Drama/Forensics Director	12%	13%	14%	15%	16%
Student Council	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	2%	2 1/2%	3%	3 1/2%	4%
<u>Athletics</u>					
<u>Football:</u>					
Head Coach	16%	17%	18%	19%	20%
Assistants	7%	8%	9%	10%	11%
Baseball:					
Head Coach	7%	8%	9%	10%	11%
Assistant	5%	5 1/2%	6%	7%	8%
Basketball:					
Head Coach	16%	17%	18%	19%	20%
Assistants	7%	8%	9%	10%	11%
Wrestling:					
Head Coach	10%	11%	12%	13%	14%
Assistant	6%	6 1/2%	7%	8%	9%
Track	7%	7 1/2%	8%	9%	10%
Cross Country	6%	7%	8%	9%	10%
Soccer	6%	7%	8%	9%	10%
Tennis	6%	6 1/2%	7%	8%	9%
Golf	4%	4 1/2%	5%	5 1/2%	6%
Girls' Basketball:					
Head Coach	11%	12%	13%	14%	15%
Assistant	6%	6 1/2%	7%	8%	9%
Girls' Volleyball:					
Head Coach	7%	8%	9%	10%	11%
Assistant	5%	5 1/2%	6%	7%	8%
Girls' Softball:					
Head Coach	7%	8%	9%	10%	11%
Assistant	5%	5 1/2%	6%	7%	8%
Girls' Track:					
Head Coach	7%	7 1/2%	8%	9%	10%
Assistant	5%	5 1/2%	6%	7%	8%

SCHEDULE C - EXTRACURRICULAR SALARY SCHEDULE (continued)

<u>POSITION</u>	<u>YEARS OF SERVICE IN POSITION</u>				
	1	2	3	4	5
<u>MIDDLE SCHOOL POSITIONS</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%
<u>Music</u>					
Assistant Band Director	7%	8%	9%	10%	11%
Chorus	3%	3 1/4%	3 1/2%	3 3/4%	4%
<u>Athletics</u>					
Assistant 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%
Intramural Coach	4%	4 1/2%	5%	5 1/2%	6%

ELEMENTARY POSITIONS

Outdoor Education Participation \$30 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 Chairmen \$50 per teacher in each division.

Effective with this contract all extracurricular salaries are computed as a percentage of the school year's average salary at Step 1 on the Bachelor's Degree schedule.

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.

This is not to affect the 1987-88 fall positions.

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) at the daily rate of fifty (50) percent of the daily pay of a substitute teacher at the time of said teacher's retirement.

CONTRACT ADDENDUM
BETWEEN THE
BUCHANAN COMMUNITY SCHOOLS BOARD OF EDUCATION
AND THE
BUCHANAN-5C EDUCATION ASSOCIATION/MEA/NEA
NOVEMBER 16, 1987

The Master Agreement in Article XX, Section A requires certain teachers to complete three (3) semester hours of college credit or equivalents a minimum of once every five (5) years. It is agreed that this requirement be waived through June 30, 1990.

It is understood that this addendum shall remain in effect until June 30, 1989, and it is expressly understood that it shall not be extended orally and shall expire on the date indicated.

BUCHANAN-5C EDUCATION
ASSOCIATION/MEA/NEA

Don L. Rennback
President

Virginia Muzzer
Secretary

11-16-87
Date

BUCHANAN COMMUNITY SCHOOLS
BOARD OF EDUCATION

Robert J. Siehman
President

Paul A. Rouse
Secretary

11-16-87
Date

CONTRACT ADDENDUM
BETWEEN THE
BUCHANAN COMMUNITY SCHOOLS BOARD OF EDUCATION
AND THE
BUCHANAN-5C EDUCATION ASSOCIATION/MEA/NEA
NOVEMBER 16, 1987

As an addendum to the 1987-88 Master Agreement, each teacher will be allotted \$30 for the purchase of classroom supplies. Such purchases must be made by June 30, 1988.

It is understood that this addendum shall not be extended orally and shall expire on the date indicated.

BUCHANAN-5C EDUCATION
ASSOCIATION/MEA/NEA

Don L. Rennhack
President

Virginia Guzman
Secretary

11-16-87
Date

BUCHANAN COMMUNITY SCHOOLS
BOARD OF EDUCATION

Robert J. Sickman
President

Jack A. House
Secretary

11-16-87
Date