

8/31/93

Buckley Community School
305 S. First St. P.O. Box 38
Buckley, MI. 49620-0038

ARTICLE I

RECOGNITION

- A. This Agreement is entered into by and between the Board of Education of the Buckley Community School District hereinafter called the "Board" and the Northern Michigan Education Association, hereinafter called the "Association".
- B. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all elementary and secondary full and part-time teachers who are certified, including teachers who are on tenure and teachers on probation, and excluding the Superintendent, Principal, and substitute teachers not regularly employed.

It is specifically understood that rights and privileges of the Association, as agreed to in this contract, shall apply only to employees of the Buckley Community Schools Board of Education.

- C. The Board agrees not to negotiate with or recognize any other teachers' organization than the Association for the duration of this Agreement.

ARTICLE II
ASSOCIATION AND TEACHERS RIGHTS

- A. The Association and its representatives shall have the right to use the school building, when available, upon Employer approval. The Association will be required to pay for any extra custodial expense which may result from said meeting.
- B. The Association will have the right to use school equipment at times when such equipment is not otherwise in use. The Association will pay for the reasonable cost of all material and supplies incidental to such use.
- C. The Association will have the right to post notices of activities and matters of Association concern on the bulletin board in the teachers' lounge. The Association may use teachers' mail boxes for communication with teachers.
- D. The Board agrees to make available to the Association, in response to reasonable written requests, available public information.
- E. No Employee shall be disciplined in an arbitrary and/or capricious manner.
- F. The Board and the Association agree that they shall not

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discriminate against any teacher on the basis of the teacher's membership in, or lack of membership or participation in the activities of the Association or any other teacher association, nor to discriminate against a teacher because of the exercise of their rights under the terms of this Agreement. Further, the parties hereto agree that they shall not discriminate against any teacher on the basis of race, color, creed, national origin, sex, age or marital status as required by law.

ARTICLE III

BOARD RIGHTS

The Board, on its own behalf and the behalf of the electors of the school district, shall reserve unto itself:

- A. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their duties.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authorities, 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 hereof and conforming with the constitution and laws of the State of Michigan.

ARTICLE IV

AGENCY SHOP

- A. The provisions of this Article shall be applicable as a condition of employment for all teachers who are B.E.A. members as of September 1, 1977, all new teachers commencing September 1, 1977, all teachers on leave during 1975-76 who were B.E.A. members, and all teachers returning to district following layoff or resignation who were B.E.A. members.

Any new teacher as of the 1979-80 school year, who is not a member of the Association/Union in good standing or who does not make application within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a legally permissible fee, not to exceed the existing rate of Union dues, said fee to have been determined

in a legally permissible manner, provided however that the Employee authorize payroll deductions for such fee. In the event that an Employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board may cause termination of employment.

If the provisions of this Article are in whole or in part determined by law to be improper, the language will be changed to reflect the new law.

- B. It is expressly understood that all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 2. If the teacher fails to comply, the Association may file charges, in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice on non-compliance and proof of service shall be attached to said charges.
 3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or service fee.
- D. The Association hereby assumes the responsibility of notifying the Board, in writing, of the correct amount of dues or service fee to deduct at least seven (7) days before they are due.
- E. 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 F 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.
- F. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances for annuities, credit union, membership dues, and insurance at regular scheduled pay periods with the amounts indicated by the teacher.

ARTICLE V

TEACHING HOURS

- A. **REPORTING SCHEDULE.** Teachers shall report for duty 15 minutes before the regular or modified schedule. Teachers shall be in their classroom 15 minutes before the beginning of the first scheduled class period. Teachers shall be permitted to leave 5 minutes after the close of the pupil's regular day unless one of the following occurs:

1. A scheduled staff meeting
2. A consultation is previously scheduled with a parent.

Except for emergency staff meetings, or parent meetings, consultations will not occur on Fridays, or on the day preceding the start of a regular school vacation. Class time shall begin at 8:15 am and end at 3:00 pm.

- B. **SECONDARY SCHEDULE.** Secondary teachers (7-12) will have one of the following schedules:

1. 7, 50 minute class periods
2. 6, 55 minute class periods

The teacher shall be assigned one class period per day of unassigned preparation time.

No teacher shall be assigned more than 5 different preps without consent of the teacher and prior notification to the Association. Study hall supervision shall not constitute assigned teaching time.

- C. **SPECIAL EDUCATION PREP TIME.** Special education teachers shall be provided relief and preparation time equivalent to that of elementary teachers.

- D. **DUTY FREE LUNCH.** All teachers shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes.
- E. **PROFESSIONAL PARTICIPATION.** A teacher engaged during the school day in negotiating on behalf of the Association with a representative of the Board or participating in any professional grievance negotiation, including arbitration, with the Board, shall be released from regular duties without loss of salary if the meetings are requested by the Board or its representative.
- F. **LUNCHROOM SUPERVISION.** No teacher shall be required to supervise the lunchroom or students eating.
- G. **ELEMENTARY RELIEF PERIODS.** Elementary teachers will be provided two (2) duty-free fifteen (15) minute relief periods per day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
- H. **EMERGENCY CLOSING.** In the interest of the safety and welfare of all people involved, teachers shall not be required to report for duty when conditions make it necessary to close school for the students. In the event that school is closed during the day, teachers will be permitted to leave fifteen (15) minutes after the students are dismissed.
- I. **RESCHEDULING OF DAYS.** Student instruction days in the calendar which are cancelled due to "act of God" (snow, ice, fog, epidemic, etc) will be rescheduled as required by State Statute, the Department of Education, or the State Board of Education, insofar as the law allows.
- Teachers required to work both on "act of God" days and rescheduled days will be compensated at an individual teacher's normal daily rate for days worked in excess of the teacher work days as listed in the calendar. Teachers required to work only on rescheduled days (not "acts of God" days) will receive no additional compensation.
- J. **LOSS OF ART, MUSIC, PE.** In the event art, music (including band), and physical education are not offered, the elementary recess-both am and pm-will be increased by 5 minutes for each of the above that are not offered.
- K. **SHARED TIME.** Should the Buckley School participate in a shared time program, it is understood by the parties that no additional compensation shall be paid when the shared time class occurs during the teacher's regular teaching assignment.
- L. **PREPARATION TIME.** One (1) class period of preparation time shall be provided secondary teachers (7-12) when they teach 3 or more academic classes.

ARTICLE VI

TEACHING CONDITIONS

A. **SCHOOL FACILITIES.** The parties recognize that optimum school facilities for both student and teacher are desirable to insure a high quality of education that is the goal of both the Association and the Board.

B. **PUPIL-TEACHER RATIO.** The parties agree that the student-teacher ratio is both a measure of work load and an element in educational programming. Accordingly, to the extent practicable and recognizing the various elements which must be considered, including, but not limited to, such considerations as physical facilities and equipment, changes in enrollment, specialized or experimental instruction, improvement of instruction methods, instructor's recommendation, type of student, subject matter and type of class, class loads shall be maintained at levels regarded as educationally desirable within the following guideline:

K - 2 22-25 3 - 6 23-26

If the number of students in a given class exceeds the guidelines set forth above on the fourth Friday in September, or the teacher believes assistance might be required, the teacher may request a meeting with an ad hoc Review Board. The purpose of such Board shall be to review the relevant circumstances, determine the causes of the problem, and work out within thirty (30) days a satisfactory solution to the problem by appropriate scheduling and personnel adjustments or other means deemed reasonable in light of the circumstances, including, but not limited to, utilization of teacher aides, release from non-classroom or non-instructional duties, redistribution of students in light of special student needs and requirements.

The Review Board shall consist of:

1. The Superintendent or designee,
2. The Building Principal, and
3. Two representatives from the Association, one of whom shall be the involved teacher.

When the Review Board's recommendation would involve an increased expenditure of money, the matter will be taken to the Board of Education for action. If the Board does not accept the recommendation of the Review Board, the matter shall automatically be referred back to the Review Board for further consideration.

When feasible, no class shall be assigned more students than there are student work stations in the classroom.

C. **SUPPLIES PROVIDED.** The Board recognizes that appropriate texts,

library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board will provide:

1. A separate desk, with lockable drawers, for each teacher in the district.
2. Adequate chalkboard space in every classroom.
3. A place will be provided for teachers to store coats, overshoes, and personal articles.
4. Copies, exclusively for the teacher's use, of all texts used in each of the courses he/she is to teach.
5. A complete and unabridged dictionary in every classroom.
6. Adequate storage space in each classroom for instructional materials.
7. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other materials required in daily teaching responsibility.
8. At least one room shall be reserved for use as a faculty lounge in which smoking shall not be allowed.

The parties will confer from time to time for the purpose of improving the selection and use of supplies. The Board will implement all joint decisions made by their representative and the Association. The Board agrees to make available adequate typing, duplication, stencil and mimeograph facilities, and a copying machine for teacher use.

- D. **PLAYGROUND SUPERVISOR.** The Board will furnish a playground supervisor for recesses and noon periods.
- E. **HAZARDOUS CONDITIONS.** Teachers shall not be required to work under unsafe, hazardous, or unhealthy conditions.
- F. **SNOW REMOVAL.** The Board will be responsible for removing snow from parking areas for all teachers.
- G. **CLASS SIZE.** The parties agree that class size is a very important consideration for grades 7 - 12. The parties further agree that it is in the best interest of all the parties to prepare for increased class size in grades 7 - 12. To achieve curriculum improvement and economy of operation at this level, the parties agree that they will develop together a plan of action by September 1, 1991 that will address this issue.

ARTICLE VII

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. **TEACHER CERTIFICATION.** No teacher shall be employed by the Board

for a regular teaching assignment that is not certifiable by the Department of Education of the State of Michigan.

- B. SUBSTITUTE TEACHERS.** No substitute teacher shall be employed by the Board without the required minimum certification. Further, a substitute teacher who is assigned to a single class and subject matter for a period of time in excess of six (6) school weeks shall be eligible to receive, after such six (6) week period, the same wages and benefits as provided in this Agreement. A replacement teacher who takes the place of a regular teacher and is scheduled to work in excess of six (6) continuous weeks will be a member of the bargaining unit and immediately receive the same wages and benefits as provided in this Agreement.
- C. TEACHING MAJOR AND MINORS.** Without prior notification to the Association and the consent of the teacher involved, teachers shall not be assigned outside the scope of their major or minor field of study except temporarily and for good cause. In no event shall "temporarily" extend beyond the current school year.
- D. STUDENT SCHEDULING.** The parties recognize that meeting the needs of students is desirable to insure the high quality of education and is the goal of both the Association and the Board.
1. Because the student's interests are an important factor in an effective educational program, the parties agree that students and the teaching staff will determine the interests before the school year is complete.
 2. The interests and requirements determined, all teachers shall be given written notice of their schedules for the forthcoming semester no later than the preceding tenth (10th) day of July. In the event that changes in the schedules are anticipated, all teachers affected shall be notified promptly and consulted, provided the teachers are accessible. Changes in teachers' schedules will not be made later than the fifteenth (15th) day of August preceding the commencement of the school year unless an emergency situation (i.e., financial uncertainty, teachers' resignation, etc.) requires same.
 3. Any extra curricular duties shall be posted, and assignments made with mutual consent of the teacher and the Board of Education, subject to the conditions expressed in F, below.
- E. POSTING OF POSITIONS.** All vacant bargaining unit positions shall be posted in the teachers' lounge for a period of five (5) days. It is agreed that new positions may be filled on a temporary basis. If a vacancy occurs during the summer break, notice of the vacancy shall be sent to the local Association President and to all interested teachers.

F. APPENDIX "B" GUIDELINES. A teacher shall not have tenure in any student activity assignment. Assignments shall be made in accordance with the following guidelines:

1. **Category "A".** An activity assigned as part of a teacher's academic assignment.
2. **Category "B".** Category "B" activities shall be voluntary. However, in the event there is no qualified volunteer, the Board may assign the activity to a qualified teacher who has not held such assignment for the prior two (2) years.
3. **Category "C".** A voluntary assignment except if a teacher was employed with the written understanding that the teacher would be assigned an activity related to his/her professional employment, the teacher shall accept such assignment. Category "C" assignments shall first be offered to bargaining unit members. If the Employer determines that there is no qualified teacher applicant, the Employer shall have the right to assign a person who is not a member of the bargaining unit.

ARTICLE VIII

PROFESSIONAL BEHAVIOR

- A. TEACHING STANDARDS.** The Board and the Association recognize that teaching is a profession which requires the highest standards of personal conduct from its members. Good teaching extends beyond the classroom walls and scheduled hours. Teaching is a profession which requires, among other things, the devotion of extra time to self-improvement and out-of-school time for preparation of projects, lesson plans, grading papers and counseling with parents.
- B. RULES AND REGULATIONS.** A teacher shall assist in the enforcement of such rules and regulations of the District made known to the teacher providing that such rules and regulations are not contrary to law or to the terms of this agreement.
- C. SCHOOL FUNCTIONS.** Teachers should, when possible, attend school functions including PTA, Awards Banquets, Baccalaureate (when held), Graduation, etc..

ARTICLE IX

SICK LEAVE

- A. NUMBER OF DAYS.** At the beginning of each school year, each teacher will be credited with twelve (12) days of leave, the unused portion of which shall accumulate to a maximum of ninety (90) days.

B. SICK LEAVE NOTIFICATION. Teachers unable to report for duty because of illness or other justifiable reasons must notify their principal (or designee), not later than 6:30 a.m. on the day of the absence, unless an emergency arises and it is impossible for the teacher to give such notice.

C. USE OF SICK LEAVE. Sick leave may be used for:

1. **PHYSICAL OR MENTAL CONDITION.** Any physical or mental condition which results in a teacher being unable to fulfill their contractual obligations, excluding any condition compensable by Worker's Compensation. Sick leave may be used for disability resulting from pregnancy to the extent required by law.
2. **COMMUNICABLE DISEASE.** Any communicable disease which would be hazardous to the health of students or other employees.
3. **DEATH-IMMEDIATE FAMILY.** The teacher may take a maximum of 4 days per death. One day will be granted for grandparent, grandchild, niece or nephew.
4. **ILLNESS-IMMEDIATE FAMILY.** The teacher may take up to two (2) days leave per illness for illness in the immediate family to the extent that the presence of the teacher is reasonably required.
5. **IMMEDIATE FAMILY DEFINED.** "Immediate family" shall mean spouse, children, grand children, grandparents, father, mother, father-in-law, mother-in-law, brother, sister, brother and sister of the spouse, or other person living with and making his/her home in the home of the teacher and for whom the teacher has loco parentis responsibility. Foster care, as a business enterprise, shall be excluded from this definition.
6. **MEDICAL CARE ARRANGEMENTS.** The teacher may use up to three (3) days to make arrangements for medical or nursing care for a member of the immediate family.
7. **SICK LEAVE/DUTY DAYS.** Sick leave shall be charged against duty days only and shall cease to accumulate and shall not be used by a teacher during such periods as the teacher is on a leave of absence, laid off, or otherwise not regularly providing services to the District.
8. **DOCTOR'S CERTIFICATE.** A doctor's statement may be required after three (3) consecutive days of absence.
9. **ADOPTION LEAVE.** A teacher may use up to 30 days of their accumulated sick leave for the purpose of meeting the needs

of the parent-child in the adoption process. A teacher using this provision shall provide the board with legal documents supporting their request prior to the Board approving said leave. It is understood by all parties that the cost of the substitute teacher shall be paid by subtracting the sub cost, including any applicable fringe benefits, from the salary of the regular teacher taking said leave.

Should an extension of this leave be necessary, the Board may at its option grant said extension. It is also understood by the parties that Article VII, B shall not apply to this leave should an extension of the 30 days be granted.

10. **PRORATION OF SICK DAYS.** If a teacher must leave work due to a personal illness, a prorated sick day shall be deducted from the teacher's remaining sick days. If there is no remaining sick leave the daily pay of the teacher shall be reduced by a prorated amount.

D. **REIMBURSEMENT OF EXCESS LEAVE.** If a teacher shall not complete the contract period, the Employer shall be reimbursed for any days or fraction of days used in excess of the proportionate leave days earned as of the termination date.

ARTICLE X

PROFESSIONAL OR PERSONAL BUSINESS DAYS

A. **NUMBER OF PRO/PER DAYS.** At the beginning of every school year, each teacher shall be credited with three (3) days to be used for the teacher's personal or professional business. A teacher planning to use a day of leave for professional business shall notify his/her principal at least one (1) week in advance. A teacher planning to use a personal leave day or days shall notify his/her principal at least one (1) day in advance except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. Personal and professional business days shall not accumulate from year to year. Professional business days may be used for the purpose of:

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars directly related to classroom instruction.

B. **CONFERENCE ATTENDANCE.** The Board agrees to provide upon application by the teacher and approval of the administration,

necessary funds to attend select professional conferences. Each teacher shall submit receipts for all expenditures for such conferences. The teacher shall submit a brief written report regarding such conferences. When a teacher is asked to attend a conference by the administration or board, the conference time shall not count against the personal or professional days listed in Section A of this Article, and necessary funds shall be provided.

ARTICLE XI

UNPAID LEAVE

- A. LEAVE OF ABSENCE.** A leave of absence of up to one (1) year may be granted to tenure teachers, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such program or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states, in writing, his/her intention to return to the school system. Upon return from such leave, the teacher shall be assigned the same or an equivalent teaching position and be placed on the salary schedule at the step applicable at the beginning of such leave.
- B. LEAVE FOR FURTHER STUDY.** A leave of absence of up to one (1) year may be granted to a tenure teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed at the next appropriate step on the salary schedule.
- C. LEAVE FOR CHILD CARE.** A leave of absence of up to one (1) year shall be granted, upon application, to any teacher for good cause for the purpose of providing infant child care. Upon return from such leave a teacher shall be placed at the next appropriate step on the salary schedule. Teachers returning from such leave to the same position shall notify the Employer at least sixty (60) days prior to their expected date of return to work. An employee may request the termination of child care leave prior to the pre-arranged leave return date, and the employer will determine if such request is possible.
- D. SENIORITY FROZEN.** Effective September 1, 1985, any teacher on an unpaid leave of absence shall have their seniority frozen at the time of the leave and seniority shall commence at the conclusion of said leave upon return of employment of the Buckley Community School District.
- E. VERIFICATION.** The teacher shall have the responsibility of

verifying his/her eligibility for leave and any benefits due.

ARTICLE XII

PAID LEAVES

- A. WORKER'S COMPENSATION.** The Board shall pay the difference between the teacher's salary and any benefits received under Michigan Worker's Compensation Act for absence due to injury or illness incurred in the course of the teacher's employment. Such use of sick leave will be subtracted from the teacher's accumulated sick leave account. Deduction from sick leave accumulation shall only be the difference between Worker's Compensation and the Employee's regular salary. The obligation to pay the above-stated difference shall terminate upon the depletion of accumulated sick leave.
- B. JURY SERVICE.** A teacher shall be entitled to leave for jury service. The teacher shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid.
- C. ASSOCIATION DAYS.** The Association shall be entitled to up to five (5) days of leave, with the Association paying the cost of the substitute, for the purpose of conducting official Association business.
1. Except for good cause, a leave request shall be made in writing not less than ten (10) days in advance.
 2. The Employer shall not be required to grant leave on any day to more than two (2) teachers.
 3. The teacher's absence shall not materially interfere with the discharge of his/her professional responsibilities.

ARTICLE XIII

TEACHER EVALUATION

- I. EVALUATION.** The Board acting by and through its administrators shall be responsible for the evaluation of each teacher in the performance of his/her professional duties. The evaluation of teachers shall conform to the following guidelines.
- A. Evaluation Objectives.** The primary purpose of teacher evaluations shall be to improve the effectiveness of a teacher in the performance of the teacher's professional duties.
- B. Goals.** Prior to October 1st of the current school year, each teacher shall prepare a written professional growth plan consisting of year-long goals and objectives related to the teacher's assignment. The plan shall be jointly

reviewed by the teacher and the principal, a copy of this plan and review shall be placed in the teacher's personnel file.

C. Formal Evaluation. Each formal evaluation shall be in writing and shall be based in part on one or more observations conducted with the full knowledge of the teacher, which observation(s) shall total not less than thirty (30) minutes. The form for the written evaluation shall follow Appendix C.

1. A pre-observation conference shall be held at least one (1) day prior to the scheduled date of observation for the purpose of discussing the lesson the teacher will be presenting on the day and hour of the evaluation.
2. A post-observation conference shall be held within three (3) school days after the last observation on which the evaluation is based.
3. A copy of the formal evaluation resulting from observation(s) shall be given to the teacher at the time of the conference or within ten (10) school days thereafter. The teacher will be afforded the opportunity to sign the evaluation. The signing of the evaluation document shall not be construed to mean the teacher agrees with the evaluation, but said signing certifies that the teacher has both discussed the evaluation with the appropriate administrator and been given a copy of said evaluation. If the teacher disagrees with the evaluation, the teacher may submit within five (5) school days a written rebuttal which shall be attached to the evaluation and placed in the teacher's personnel file.

D. Informal Observation. Informal observations may become a part of the teachers file as long as said informal observations were observed by the evaluator.

E. Evaluation Frequency. A probationary teacher shall be evaluated at least once during each full semester, the first evaluation to occur on or before December 1 and the second evaluation to occur on or before April 1. A tenure teacher shall be formally evaluated every year prior to April 1.

II. PERSONNEL FILE. The Employer shall cause an official personnel file to be established and maintained for each employee in accordance with the following guidelines:

A. Right to Review. A teacher shall have the right, upon prior request, to review the contents of his/her personnel file. A representative of the Association may accompany the teacher at the request of the teacher. The file shall

be reviewed in the presence of a representative of the Employer. The credentials and references of the teacher shall not be subject to review.

B. Notice. A teacher shall be given written notice of the intention of the Employer to insert any materials in the teacher's personnel file which adversely reflect on the character of the teacher's professional services.

C. Adverse Material. Within five (5) school days following notice of the intention to insert such adverse material, a teacher may request a meeting with the Employer. Prior to the meeting, the teacher shall be furnished a copy of the material for review. If the objectionable material is not withdrawn or modified in a manner satisfactory to the teacher and the Employer, the teacher shall have the right within ten (10) school days following the conclusion of the conference to have inserted in the personnel file a statement concerning such material.

D. Contents. Each teacher's file shall contain the following items of information: TB test results, all teacher evaluation documents, copies of annual contracts, a copy of the teaching certificate (s), and a copy of the college transcript. It is understood by the parties that it is the obligation of the Teacher to provide the Employer with a copy of their most recent transcript and certificate.

ARTICLE XIV

SCHOOL CALENDAR

The school calendar shall consist of one hundred eighty-two (182) days. The school calendar for the years 1990-1991 through and including 1993-1994 shall be the same as the Traverse Bay Intermediate School District calendars with respect to beginning dates and vacation dates. All other days, including conference times, shall be established by mutual agreement of the parties.

I. MAKEUP DAYS. Any lost student instruction days, will be added on at the end of the school year.

II. PROFESSIONAL IMPROVEMENT.

A. CURRICULUM STUDY. Curriculum study time will be one and one-half (1-1/2) hours per semester with teachers matching this time. School will be dismissed one and one-half (1-1/2) hours earlier on curriculum study days.

B. INSERVICE DAYS. At least two (2) half days per year shall be provided for in-service meetings. Dates for such meetings shall be by mutual consent of the Association and the Board or its representatives.

ARTICLE XV

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. BOARD SUPPORT AND ASSISTANCE.** The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibility with respect to such pupils.
- B. ASSAULT UPON A TEACHER.** Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board or its agents will provide, without cost to the teacher, the Board's legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. COMPLAINTS.** No action shall be taken upon any complaint by a parent directed toward a teacher unless the teacher is present, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.
- D. RENDERING OF LEGAL ASSISTANCE.** If any teacher is complained against or sued as a result of action taken by the teacher while in pursuit of his/her employment, the Board will provide the Board's legal counsel and render all necessary assistance to the teacher in his/her defense. Time lost by a teacher in connection with such an incident shall not be charged against the teacher unless covered by Worker's Compensation.
- E. TEACHER REPRESENTATION.** A teacher shall at all times be entitled to have present a teacher of his/her own choosing employed by the Buckley School System, if he/she so chooses, when he/she is being reprimanded, warned or disciplined for an infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative is present.

ARTICLE XVI

GRIEVANCE PROCEDURE

- A. GRIEVANCE DEFINED.** A grievance shall be defined as an alleged violation of the expressed terms and conditions of this

contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services or failure to re-employ any probationary teacher;
2. The placing of a non-tenure teacher on a third year of probation;
3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule;
4. The content of a teacher evaluation;
5. Any matter for which there is recourse under State or Federal statutes.

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. SUBMISSION OF GRIEVANCES. 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.

C. GRIEVING BOARD POLICY. An employee may grieve Board policy as follows:

The grievance shall be transmitted directly to the Secretary of the Board. The Board shall, at its next regularly scheduled Board meeting, designate a representative or committee to meet with the grievant within thirty (30) days.

D. GRIEVANCE-INFORMAL DISCUSSION. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her principal either personally or accompanied by his/her Association representative. The grievance must be filed within fifteen (15) calendar days of the alleged occurrence.

E. GRIEVANCE-FORMAL, STEP ONE. If, as a result of the informal discussion with the principal, a grievance still exists, he/she may invoke the formal grievance procedure through the Association on the form set forth in annexed Appendix D, signed by the grievant and a representative of the Association, which form shall be available from the Association representative. A copy of the grievance form shall be delivered to the principal.

- F. GRIEVANCE-FORMAL, RESPONSE STEP ONE.** Within seven (7) calendar days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within seven (7) calendar days of such meeting and shall furnish a copy thereof to the Association.
- G. GRIEVANCE-FORMAL, STEP TWO.** If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within seven (7) calendar days of such meeting, the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days, the Superintendent or designee shall meet with the Association on the grievance and shall indicate the disposition of the grievance in writing within seven (7) calendar days of such meeting, and shall furnish a copy thereof to the Association.
- H. GRIEVANCE-FORMAL, STEP THREE.** If the Association is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within seven (7) calendar days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.
- I. GRIEVANCE OPTION STEP FOUR.** Utilization of this step of the grievance procedure shall be optional with the Association.
- 1. GRIEVANCE, MEDIATION.** If the Association is still not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board within the period above provided, the grievance may be submitted to a state mediator.
 - 2. GRIEVANCE, ARBITRATION.** If the Association is still not satisfied with the disposition of the grievance by the mediator, or if no disposition has been made within the period by the mediator, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within seven (7) calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules and which shall likewise govern the arbitration proceeding.
- J. ARBITRATION, GUIDELINES.** The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the

other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, subject to judicial review.

K. ARBITRATOR, POWERS THEREOF. Powers of the arbitrator are subject to the following limitations:

1. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
2. He/she shall have no power to interpret state or federal law.
3. 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.
4. 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.
5. 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. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

L. GRIEVANCE PREPARATION, FILING. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher and/or a participating Association representative are to be at their assigned duty stations. When, in the judgement of the Board, that is not possible, the Board shall approve releasing a teacher for the above responsibilities. The Association shall pay the cost of a substitute when one is hired.

M. ARBITRATION FEES. The fees and expenses of the arbitrator shall be shared equally by the parties.

N. GRIEVANCE TIME LIMITS. 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 15th of any year, and strict adherence to the time limits may result in a hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

0. **GRIEVANCE, TEACHER FILE ACCESS.** For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative or legal proceedings, including but not limited to grievances and tenure proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his personnel file. A representative of the Association may accompany and assist the teacher in this regard.

ARTICLE XVII

LAYOFF AND RECALL

- A. **LAYOFF, BOARD RIGHT.** 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.
- B. **LAYOFF, PROCESS.** In order to promote an orderly reduction in personnel, 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 shall be laid off on the basis of qualifications as determined by the Employer, certification and 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. Seniority shall be defined in Article XXV.
 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/she is certified and qualified and which is occupied by a teacher with less seniority.
- C. **RECALL FROM LAYOFF.** Recall of teachers shall be in the inverse order of layoff, i.e., those laid off last will be called first; provided, however, that a teacher in order to be reassigned shall be certified and qualified as herein set forth to teach the specific course he/she is being assigned.
- D. **TEACHER, INDIVIDUAL CONTRACT.** The individual contract, as found in Appendix E executed between each teacher and Employer, is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is

expressly conditioned upon this Article.

- E. **TEACHER, QUALIFICATIONS.** Qualifications shall include area of competence, major and/or minor field of study, quality of teaching performance, attendance record, previous teaching experience and length of service in the district.
- F. **TEACHER, RECALL RIGHTS.** Recall rights as to length of time shall be equal to the number of years of seniority, not to exceed three (3) years for probationary teachers, and not to exceed rights granted by the Teacher Tenure Act for tenure teachers.

ARTICLE XVIII

NEGOTIATION PROCEDURES

- A. **CONFLICT RESOLUTION.** Representatives of the Board and Association shall meet from time to time for the purpose of reviewing the Administration of this Agreement and resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, prior to the meeting, an agenda covering what will be discussed. Such meetings shall be at the mutual agreement and convenience of both parties.
- B. **SCHEDULING OF MEETINGS.** All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed upon.
- C. **SUCCESSOR NEGOTIATIONS.** Negotiations shall commence on a successor agreement no later than the last student day of the regular school year preceding the expiration of this Agreement.

ARTICLE XIX

SALARIES AND CREDIT

- A. **SALARY SCHEDULE, DEFINED.** The teacher salary schedule (Appendix A) will apply to all teachers possessing at least a Baccalaureate Degree from an accredited college or university and holding a provisional or permanent certificate.
- B. **EXPERIENCE CREDIT.** Credit for experience outside of the Buckley School, as of the date of ratification of this contract, shall be evaluated by the Employer with initial placement on the salary schedule determined by the Employer.

Full credit shall be given to a teacher with a certificate for the first 3 years of experience, excluding substitute teaching,

when the prior service was with full certification.

Relevant related job experience shall be evaluated by the Employer, and credit may be granted up to maximum of three (3) years.

- C. **TEACHER PAYROLL OPTION.** Each teacher shall have the right to elect to be paid in twenty-six (26) or twenty-one (21) equal installments every other Friday. Those teachers electing the twenty-six (26) pays may receive the balance of their pay in June if they notify the bookkeeper, in writing, by the 1st pay period in May. Unless the Employee notifies the Employer otherwise, the Employee shall be paid in 26 payments.
- D. **SALARY SCHEDULE.** The Salary Schedule, Appendix A Salary Schedule, shall reflect any graduate semester hours (see below) a bargaining unit member has taken in addition to his/her regular degree. Any bargaining unit member who completes additional semester hours which are not graduate level courses must have prior approval of the administration. In order to receive credit on the salary schedule for additional hours, the bargaining unit member shall present evidence of satisfactory completion to the superintendent or his/her designee. Any bargaining unit member who has successfully completed a sufficient number of class hours to advance to the next step on the salary schedule shall have the additional compensation reflected on the first pay-check of the next succeeding semester.

Said compensation shall not be retroactive to this contract. Semester hours: In computing "term hours" to semester, a ratio of 3 term hours shall equal 2 semester hours.

- E. **APPENDIX "B".** Student activity assignments as set forth on Appendix "B" shall be compensated as therein provided. The compensation for an activity not included on Appendix "B" shall be established by mutual agreement of the parties once an activity has been approved.
- F. **MOVEMENT ON SALARY SCHEDULE.** For the purpose of movement on the salary schedule, teachers who work less than the full school year in Buckley under contract shall receive credit as follows:
An Employee who works over 45 days shall be given one half (1/2) credit on the salary schedule. An Employee who works over 90 days shall be given full credit on the salary schedule.
- G. **TEACHING SIXTH PREP.** Any teacher who teaches a 6th prep, shall be paid an additional amount of salary determined by:
Dividing the salary by 7 for a 7 hour day, or divide by 6 for a 6 hour day, and adding the result to the gross salary.

H. SALARY INCREASE ADJUSTMENTS. Based upon a comparison of MESSA insurance rates on July 1, 1990 and July 1, 1991, a cost of living salary adjustment (using the Consumer Price Index (CPI), Urban all cities, February yearly increase 1991) shall be made to the percentage of salary increase for the second year of this contract as follows:

1. If the cost of MESSA Super Care I insurance increases 0 --> 5% above the CPI, salary increase shall be 6.5% above the rate paid in the previous year.
2. If the cost of MESSA Super Care I insurance increases 5.01 --> 15% above the CPI, salary shall increase 6.25% above the rate paid in the previous year.
3. If the cost of MESSA Super Care I insurance increases 15.01 --> 19.99% above the CPI, salary shall increase 5.5% above the rate paid in the previous year.
4. If the cost of MESSA Super Care I insurance increases 20% or more, salary shall increase 5.25% above the rate paid in the previous year.

For example, if the Cost of Living (CPI) on February 1, 1991 (Urban) is 6.5%, and MESSA Care I rates (as established on July 1, 1991) increase 15% (above the rate on July 1, 1990), the percentage of salary increase for the school year beginning July, 1991 would be figured as follows:

MESSA 1991 rate of increase	15%
CPI 2.91 (Urban)	6.5%

Difference =	8.5%

As this difference is in the range of 5.01 --> 15%, the salary increase percentage would be 6.25%

The third year of this contract would be figured using the same formula and concept. Comparable dates would be: MESSA rates on July 1, 1992; CPI on February 1992.

I. LONGEVITY SALARY ADJUSTMENTS. L1 shall be determined by multiplying the current year step 10 salary by 3%. L2 shall be determined by multiplying the current year step 10 by 5%.

J. EARLY RETIREMENT

1. It is understood that this early retirement incentive program (Supplemental Retirement Stipend) shall expire with the current 1990-1993 Master Agreement, and not remain in effect for employees after August 31, 1993, unless section 3 b or c is in progress and then for only

- those employees currently involved in 3.b or 3.3.
2. To be eligible for participation in this program a teacher must satisfy all of the following requirements:
 - a. Completion of 10 years of teaching service in the Buckley Community School (excluding periods of layoff and unpaid leave) immediately preceding his/her retirement and request to receive the stipend.
 - b. The teacher must be on the final step of the appropriate salary schedule as set forth in the Salary Schedules of the Master Agreement.
 - c. The teacher must be employed with the school district on the last work day prior to his/her retirement.
 - d. The teacher must submit a written resignation to the school district not later than April 15th preceding retirement unless approval for later application is given.
 - e. Retirement may only be exercised at the end of the second semester of the school year in which the employee is retiring.
 - f. The teacher must be eligible, make application and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System (MPSERS). Upon request, the retiring teacher shall furnish verification to the school district that he/she will receive MPSERS benefits immediately following his/her retirement.
 - g. Employee participation in this early retirement program is subject to the approval of the board of education.
 - h. A teacher retiring under this plan will have his/her stipend reduced by any amount he/she receives as unemployment compensation charged against the Buckley Community School.
 3. A teacher who satisfies the requirements set forth above to receive the supplemental retirement stipend shall, before the effective date of his/her retirement, make a written election to receive payment of the stipend under any one of the three (3) plans described below:
 - a. A three thousand dollar (\$3,000.00) lump sum payment to the teacher to be paid not before June 15th and not after December 31, of the calendar year in which the teacher retires. The date of payment shall be at the employee's discretion, within these mentioned dates.
 - b. A three thousand dollar (\$3,000.00) lump sum payment to the teacher made on January 15th of the calendar year next succeeding the calendar year during which the teacher retires.
 - c. A \$1,500.00 (or 1/2 of the amount in 3.a) lump sum payment to the teacher to be paid not before June 15th and not after December 31, of the calendar year in which the teacher retires. The date for this payment

shall be at the employee's discretion, within these mentioned dates and an additional \$1,500.00 (or 1/2 of the amount in 3.a) lump sum payment to the teacher made on January 15th of the calendar year next succeeding the calendar year during which the teacher retires.

NOTE: A written election to receive the retirement stipend shall be irrevocable once it is received by the administration. Exceptions may be granted at the discretion of the administration and are non-grievable.

4. The creation of this opportunity to receive a Supplemental Retirement Stipend (Early Retirement Incentive) is intended by the parties to act as an additional benefit for those teachers who elect to voluntarily retire in order to receive benefits under the Michigan Public School Employees Retirement Act of 1979, MCLA 38.1301 et seq. The creation of this opportunity or institution of this stipend shall not in any way bind the parties or their successors to incorporate such feature in any successor collective bargaining agreement or to otherwise perpetuate the conditions outlined herein.

Dated _____

WAIVER AND RELEASE FORM

I hereby acknowledge that the early retirement incentive plan available to me pursuant to the collective bargaining agreement between the Buckley Community School Board of Education and the Northern Michigan Education Association is intended to be a bona fide employee benefit plan and not a subterfuge to evade the purpose of the Age Discrimination in Employment Act. I further acknowledge that my determination to take early retirement pursuant to the plan is strictly voluntary on my part and that I am not being compelled in any way to retire early. Accordingly, in consideration of the benefits available to me under the early retirement incentive plan, I hereby release the Buckley Community School, its Board of Education and employees from any and all actions, causes of action, claims and demands under the Age Discrimination in Employment Act, or the Elliott-Larsen Civil Rights Act (or by in any other way alleging that the plan impermissibly discriminates based on age), which I may have against any of them by virtue of electing to take advantage of the early retirement incentive plan benefits available to me. I acknowledge that I have had a reasonable opportunity to consider taking early retirement and that I have had the opportunity to consult with others regarding this decision.

Dated: _____

Retiree's Signature

Acknowledged by: _____

Superintendent Date _____ Representative Northern Michigan Education Association Date _____
Buckley Community School _____

ARTICLE XX

HEALTH INSURANCE

- A. Upon submission of written application, the Board agrees to pay health care insurance premiums as follows:
1. MESSA SUPER MED I with MESSA CARE, or a program substantially the same provided by a carrier mutually agreed upon by the Association and the Board. This insurance will be paid for the employee; employee and spouse or children; or full family with the Board paying the deductible (\$50 per individual or \$100 per family) and \$1.50 of prescription co-payment. This will be paid quarterly.
 2. Coverage shall extend to the requirements of the teacher up to and including full family coverage, but double equivalent coverage by an employee and his/her spouse shall not be permitted.
 3. An employee who does not take health or dental care insurance by the Buckley Community School, shall be allowed to subscribe to MESSA/MEA Financial Services options not to exceed the single subscriber rate.
 4. The board agrees to pay the rates for health insurance that were in effect on July 1, 1990 for the first year, and the rate established on July 1, 1991 for the second year of this contract. For the 3rd year, the Board will pay the rate established on July 1, 1992. This payment is subject to the conditions identified in Article XIX, H.
- B. Upon submission of written application, the Board agrees to pay 60/60/60 dental insurance coverage. Coverage to be provided by Delta Dental or other mutually agreed upon carrier, said coverage will include internal and external coordination of benefits.
- C. Eligibility for health care insurance and dental insurance is based on acceptance of the written application by the insurance provider.
- D. Enrollment for health care insurance will only be accepted by the insurance company during the established open enrollment period of each year, or for new employees within thirty (30) days from the date of eligibility.
- E. Responsibility for enrollment in the program(s) rests with the employee.
- F. The insurance benefit for teachers working less than full time shall be pro-rated.
- G. In cases where cost of coverage exceeds the amount of subsidy, the excess shall be payroll deducted from the employee or otherwise paid by the employee.

ARTICLE XXI

DURATION OF AGREEMENT

This agreement supercedes all previous agreements between parties and shall be binding upon the Board and the Association and all employees over whom the Association has jurisdiction as a collective bargaining agent and shall be in full force and effect on all parties until modified, effective September 1, 1990 through August 31, 1993 and thereafter from year to year unless mutually changed by the parties hereto or terminated at the end of any such year in the manner hereinafter provided.

The provisions of this Agreement shall be effective as of its signing and remain in effect until August 31, 1993.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 24th day of January, 1991.

NORTHERN MICHIGAN EDUCATION ASSOCIATION, MEA/NEA

BUCKLEY COMMUNITY SCHOOL BOARD OF EDUCATION

By *David Bennett*
President

By _____
President

By *Dave Bourne*
NMEA Staff Director

By *Sandra Wilson*
Vice-President

By *Terry J. Brown*
Chief Spokesperson

By *Elmer D. Guernsey*
Secretary

By *Lynn B. Kullback*
Chairperson, Negotiating Committee

By *Andy Walker*
Treasurer

By *James Hough*
Negotiating Committee Member

By *James Jankes*
Trustee

By *Jay D. Watson*
Negotiating Committee Member

By *Jay Griffin*
Trustee

By _____
Trustee

ARTICLE XXII**SCHOOL QUALITY, IMPROVEMENT, CURRICULUM**

- A. The parties of the agreement are aware that legislation and state department rules make it advisable to adopt a "school improvement plan", and/or a site based decision making plan or other such similar plans.
- B. The parties agree to commence bargaining on the plan, which includes the composition of the committee within 30 calendar days. No such plan shall be implemented until the plan negotiations have concluded and the agreement has been ratified by both parties through the normal ratification process.
- C. In the event that any provision (s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

ARTICLE XXIII**ANNEXATION, CONSOLIDATION, ETC. OF THE DISTRICT**

The Board and the Association agree that in the event of an annexation, consolidation, or reorganization of the Buckley Community School District, the Board will work toward continued employment of all bargaining unit members.

ARTICLE XXIV**EMPLOYEE RIGHTS**

No teacher shall be disciplined, discharged, demoted, reprimanded, or reduced in compensation except for reasonable and just cause. Disciplinary action shall be taken in accordance with the following guidelines, namely:

1. Teachers will be informed of applicable rules and policies governing conduct prior to the imposition of any discipline based upon the violation of such rules and policies.
2. A teacher shall be entitled to have a representative of the Association present at a formal conference at which a teacher is to be disciplined if a record of such disciplinary action will become part of the teacher's personnel file, provided, however, that the conference need not be delayed for a period of time exceeding 24 hours until such representative can be present and in no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For the purpose of this provision, a formal conference is defined

- as one that has been prearranged.
3. Any complaint made against any teacher by any parent, student, or other person which is reduced to writing, and signed, will be promptly called to the attention of the teacher. Any written complaint not called to the attention of the teacher may not be used in any disciplinary action against the teacher.
 4. It is understood and agreed that except as the seriousness of an offense in the opinion of the Employer shall otherwise require, the following progressive system of discipline shall normally be followed:
 1. Discussion of problem between teacher and administrator and/or verbal warning.
 2. Written warning by administrator.
 3. Written reprimand by administrator.
 4. Suspension with pay.
 5. Suspension without pay.
 6. Discharge.

ARTICLE XXV

SENIORITY

Seniority shall be defined as the length of unbroken service in the district from the date of last hire. All bargaining unit seniority is lost when employment is severed by resignation, retirement and/or voluntary or involuntary discharge or failures or refusals to return from leaves of absence. Previously accumulated seniority within the bargaining unit is retained, but no additional seniority will accumulate during any period when the employee is laid off, or a former bargaining unit member is employed in a supervisory/administrative non-bargaining unit position, or is on an unpaid leave of absence.

The Employer shall maintain an up-to-date master seniority list of all teachers with notification of certification approvals that are made known to the Employer by the Employee, and present the same to the Association by October 1 of each school year. The Association shall review this list and approve or object to it by October 15 of each school year. In absence of any objection, the list shall be deemed to be agreed to by the parties and shall be used to determine a teacher's seniority in any lay-off procedure. The seniority list shall be posted on the "Association Bulletin Board" as identified in Article II, C.

The master seniority list shall be in rank order as to length of service. If two or more teachers have the same length of service, their respective positions on the seniority list shall be determined by a drawing of lots participated in by all affected bargaining unit members, supervised by the representatives of the Association and the Board.

ARTICLE XXVI

GENERAL PROVISIONS

SEPARABILITY. If any provision, or application of this agreement, shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. If any provision of this Agreement is invalidated, the parties will meet within ten (10) days of the determination of invalidity to renegotiate such invalidated provisions.

APPENDIX A - SALARY SCHEDULE

	BA			BA + 18		
	1990-91	1991-92	1992-93	1990-91	1991-92	1992-93
Step 1	19,458	20,723	22,070	20,101	21,408	22,799
Step 2	20,397	21,723	23,135	21,006	22,372	23,826
Step 3	21,338	22,725	24,202	21,951	23,378	24,897
Step 4	22,275	23,723	25,265	22,939	24,430	26,018
Step 5	23,216	24,725	26,332	23,971	25,529	27,189
Step 6	24,248	25,824	27,503	25,050	26,678	28,412
Step 7	25,340	26,987	28,741	26,178	27,879	29,691
Step 8	26,479	28,200	30,033	27,355	29,133	31,026
Step 9	27,672	29,471	31,387	28,586	30,444	32,423
Step 10	28,917	30,796	32,798	29,872	31,814	33,882
L-1	29,784	31,720	33,782	30,768	32,768	34,898
L-2	30,363	32,336	34,438	31,366	33,405	35,576
	MA			MA+ 15		
Step 1	20,649	21,991	23,420	21,197	22,574	24,042
Step 2	21,578	22,980	24,474	22,150	23,590	25,123
Step 3	22,549	24,015	25,576	23,147	24,652	26,254
Step 4	23,564	25,095	26,726	24,187	25,760	27,434
Step 5	24,624	26,224	27,929	25,277	26,920	28,669
Step 6	25,731	27,404	29,185	26,414	28,131	29,959
Step 7	26,890	28,638	30,500	27,603	29,397	31,308
Step 8	28,100	29,927	31,872	28,845	30,720	32,717
Step 9	29,364	31,273	33,305	30,142	32,101	34,188
Step 10	30,687	32,681	34,805	31,499	33,546	35,727
L-1	31,607	33,662	35,850	32,444	34,552	36,798
L-2	32,221	34,315	36,546	33,074	35,223	37,513

A teacher will move to L-1 (Longevity) completion of one year on Step 10. A teacher will move to L-2 after completion of the 15th year (start of 16th year).

1991-92 and 1992-93 salary are subject to adjustment specified in Article XIX, H.

APPENDIX B - EXTRA CURRICULAR

CATEGORY A:

Music Director \$600 payment for services, activities (solo & ensemble, band, Memorial Day parade, concerts, etc) taking place outside the school day at which the director is present and participating.

Student Publications Class:

Yearbook	3%
Newspaper	3% (minimum 5 issues)

CATEGORY B:

Drama, Play, Musical:

Non class	3% per unit or 6% combined
Part of a class	\$150 per unit

Class Sponsors: (Salary shown is per sponsor.)

12th grade	\$175
11th grade	\$150
10th grade	\$75
9th grade	\$75
8th grade	\$75
7th grade	\$75

Student Council Advisor \$250

National Honor Society Advisor \$250 payment for services, including those activities taking place outside the school day at which the advisor is present and participating.

Teacher subbing during their prep hour: \$8.00 per hour or may accumulate hours and use as comp time.

CATEGORY C:

Basketball

Boy's Varsity	8.5%
Boy's Junior Varsity	6%
Girl's Varsity	8.5%
Girl's Junior Varsity	6%
Junior High Boys	
8th Grade	3%
7th Grade	3%
Junior High Girls	
8th Grade	3%
7th Grade	3%

Soccer 4.5%

Baseball	4%
Softball	4%
Volleyball	
Varsity & JV combined	6.5%
Either JV or Varsity	4%
Cross Country	4%
Cheerleading	\$150

The Board of Education reserves unto itself the right to determine any and all extra duty offerings in any given school year. It is anticipated that the Board will consider the number of students who indicate a desire for the activity in making this determination.

If a coach is assigned to coach both Varsity and JV Basketball, or the teams are combined due to a low number of participants and a single practice is demanded, the percentage for the combined assignment shall be 10%.

The indicated percentages (%) are based on the years of experience in the Buckley School accumulated by the teacher in the individual extra duty activity to determine the appropriate salary step on the BA schedule. The Board may grant up to 3 years of experience in determining the starting level for a new teacher on this Schedule B.

Extra duty assignments shall be made on a year to year basis.

APPENDIX C - TEACHER EVALUATION FORM

PART I

TEACHER:

YEAR:

EVALUATOR: PRINCIPAL SUPERINTENDENT

Pre-Observation Conference (Day/Date/Prep Hour)

Classroom Observation (Day/Date/Pre Hour)

Post-Observation Conference (Day/Date/Prep Hour)

PRE-OBSERVATION CONFERENCE:

DIRECTIONS: Items numbered A - F are to be completed by you and brought to the Pre-Observation Conference.

- A. PROVIDE ME A WRITTEN COPY OF YOUR PLAN FOR THIS COURSE (the course which meets the hour scheduled in the "Classroom Observation" listed above).
- B. PERSONAL GOALS (OR OBJECTIVES): What you are striving to accomplish in your class on the day of the scheduled observation.
- C. METHODS/MATERIALS USED-PROVIDE ME COPIES OF THESE MATERIALS
 - a. What teaching methods and/or materials will you be

using to accomplish these objectives?

b. What materials will the students be using?

D. RELATING TO YOUR TEACHING ASSIGNMENT:

- a. What are the unusual responsibilities/requirements of your present teaching assignment?
- b. What is the adequacy of your teaching station as it relates to your teaching assignment?
- c. How adequate is the equipment available for use in your teaching assignment?
- d. What is the relationship between your teaching assignment and the number of pupils (pupil-teacher load)?
- e. Do you have any concerns relating to your teaching assignment that you would like to call to my attention?

E. WHAT DO YOU CONSIDER TO BE YOUR AREAS OF STRENGTH?

F. WHAT DO YOU CONSIDER TO BE AREAS NEEDING IMPROVEMENT?
(Use additional sheets of paper if space provided to small.)

EVALUATION SUMMARY

PART II

TEACHER:

GRADE LEVEL:

DATE OF OBSERVATION:

TIME OF OBSERVATION:

COURSE NAME:

TYPE OF LESSON:

INSTRUCTIONAL _____
REVIEW _____
DIAGNOSTIC _____

CONTENT ANALYSIS-AND PLANNING

OBJECTIVE(S):

TASK ANALYSIS:

PLANNING:

Supplied long term plan established goals for the course?

COMMENTS

EVALUATORS DIAGNOSIS OF LEARNING

Evidence of Gross Diagnosis: _____

Fine Diagnosis: _____

Intervening Diagnosis: _____

Formal

Informal

Too easy

Too hard

Right for some

Right for most

Monitored the learning

Chose appropriate alternative

TEACHERS PLAN FOR THE DAY

Does the daily plan relate fit long term plan for the course?

Materials: _____ Relevant to the learning
 _____ Correct level of difficulty
 _____ Contaminators

Thinking levels: _____ Knowledge
 _____ Comprehension
 _____ Application
 _____ Analysis
 _____ Synthesis
 _____ Evaluation

BEHAVIORAL OBJECTIVE FOR THE LESSON:

_____ One learning objective clearly identified
 _____ What was this learning objective?
 _____ Overt behavior obtained from all the students
 _____ What were the students working on, or doing?
 _____ Covert behavior obtained from all the students

INSTRUCTION:

Teaching Strategy:

_____ Lecture
 _____ Used questions as minimal part of lecture

_____ Use of audio-visual to augment lecture

_____ Inquiry--Were questions:
 _____ Yes/No variety
 _____ Required time to think and then respond at one or more of the following levels:
 _____ Knowledge (facts, who, what, when, where, etc.)
 _____ Comprehension (Main idea/happening)
 _____ Application--have you, could you
 _____ Analysis--tell me why it....
 _____ Synthesis--can you improve it
 _____ Evaluation--prove it

_____ Did the questions gradually develop this taxonomy?
 _____ Demonstration
 _____ Group Discussion
 _____ Modeling
 _____ Role Playing
 _____ Independent
 _____ Anticipatory set
 _____ Focus
 _____ Transfer (meaning)
 _____ Motivation

Teaching
 Guided Practice
 Closure
 Appropriate homework or follow up assigned

PRINCIPLES OF LEARNING

Motivation:

Anxiety
 Feeling tone
 Interest
 Success
 Knowledge of results
 Rewards

Reinforcement:

Positive
 Negative

Transfer:

Positive
 Negative

Retention:

Degree of original learning
 Feeling tone
 Practice (application)
 Meaning

CLASSROOM ORGANIZATION

Does this teacher "float" from room to room?
 Does the room reflect subject matter being taught?
 Is the classroom clean, orderly in appearance?
 Does the physical equipment show evidence of lack of proper
 "respect" on the part of the students?
 What equipment, or physical plant components need repair?

COMMENTS

Comments contained in this report are made from the observation identified above and general observations made outside the formal classroom observation.

Teacher's Signature Date Administrator's Signature Date
 "Any teacher not agreeing with his/her evaluation shall have the right to attach to the file copy his/her reasons for disagreement with item(s) covered in this evaluation.

APPENDIX D - GRIEVANCE REPORT FORM

Grievance # _____ School District _____
Submit to Principal in duplicate

Building _____ Assignment _____ Name of Grievant _____ Date Filed _____

STEP I

- A. Date Cause of Grievance Occurred _____
- B. 1. Statement of Grievance _____

- 2. Relief Sought _____

C. Disposition by Principal _____
Signature _____ Date _____

D. Position of Grievant and/or Association _____
Signature (Principal) _____ Date _____

Signature _____ Date _____

STEP II

- A. Date Received by Superintendent or Designee _____
- B. Disposition of Superintendent or Designee _____

C. Position of Grievant and/or Association _____
Signature _____ Date _____

Signature _____ Date _____

STEP III

- A. Date Received by Board of Education or Designee _____
- B. Disposition by Board _____

C. Position of Grievant and/or Association _____
Signature _____ Date _____

Signature _____ Date _____

**BUCKLEY COMMUNITY SCHOOL
PROBATIONARY TEACHER
CONTRACT OF EMPLOYMENT**

This Probationary Teacher Contract of Employment is made this ____ day of _____, 19____, by and between the **Buckley Community School Board of Education**, hereinafter referred to as the "Board" and _____, hereinafter referred to as the "Probationary Teacher".

WITNESSETH:

1. That the Board agrees pursuant to Section 1231 (1) of the School Code of 1976 [MCL 380.1231 (1)] to enter into this Contract of Employment with Probationary Teacher for the period _____, 19____ through _____, 19____.

2. That said Probationary Teacher represents that he/she possesses the requisite certification and qualifications for the teaching position to which he/she is assigned. Furthermore, Probationary Teacher agrees that he/she shall maintain, at the minimum, such certification and qualifications that existed at the time of hire as a condition of his/her continued employment.

3. That Probationary Teacher agrees to comply with the policies, rules, regulations and directives of the Board and its administration in the performance of his/her duties, so long as they are not in conflict with the negotiated Agreement.

4. That the employment of Probationary Teacher is subject to the terms and conditions of employment which may be established and in effect pursuant to any collective bargaining agreement entered into between the Board and the legally recognized exclusive bargaining representative for the bargaining unit representing Probationary Teacher.

5. That Probationary Teacher shall receive salary compensation in the amount of _____ Dollars for _____ days of employment during the term of this contract to be paid in _____ installments, bi-weekly, beginning _____, 19____. The rate of compensation to Probationary Teacher has been determined based upon placement of Probationary Teacher at step _____ of the _____ Salary Schedule

BA, BA+,MA, MA+

in effect for the 19____ - ____ school year. Probationary Teacher shall receive additional benefits as established by Board policy and/or the applicable terms of any collective bargaining agreement in effect between the Board and the legally recognized exclusive bargaining representative for the bargaining unit representing Probationary Teacher.

6. That Probationary Teacher agrees and acknowledges that his/her services as a teacher are subject to the applicable probationary period of Article II of the Michigan Teacher Tenure Act [MCL 38.81-84]. The period of employment served by Probationary Teacher during the term of this contract shall apply toward the completion of the probationary period in his/her

**BUCKLEY COMMUNITY SCHOOL
TENURED TEACHER
CONTINUING CONTRACT**

THIS CONTINUING CONTRACT is made this _____ day of _____, 19____, by and between the Buckley Community School Board of Education, State of Michigan, hereinafter referred to as the "Board" and _____, hereinafter referred to as the "Teacher".

WITNESSETH:

1. That the Board agrees pursuant to Section 1231 (5) of the School Code of 1976 [MCL 380.1231 (5)] to enter into this Continuing Contract with Teacher, the Teacher having completed the requisite probationary period of the Michigan Teachers Tenure Act [MCL 38.71 et seq.] and having continuing tenure as a classroom teacher pursuant thereto. It is hereby agreed and acknowledged by the Board and the Teacher that Teacher's continuing tenure is in his/her capacity as a classroom teacher and that Teacher is denied and shall not acquire tenure in any capacity other than as a classroom teacher pursuant to this continuing contract.

2. That said Teacher represents that he/she possesses the requisite certification and qualifications for the teaching position to which he/she is assigned. Furthermore, Teacher agrees that he/she shall maintain, at the minimum, such certification and qualifications that existed at the time of hire as a condition of his/her continued employment.

3. That Teacher agrees to comply with the policies, rules, regulations and directives of the Board and its administration in the performance of his/her duties, so long as they are not in conflict with the negotiated agreement.

4. That the employment of Teacher is subject to the terms and conditions of employment which may be established and in effect pursuant to any collective bargaining agreement entered into between the Board and the legally recognized exclusive bargaining representative for the bargaining unit representing the Teacher.

5. That Teacher shall receive compensation and benefits for his/her services in each school year as confirmed in an annual supplement to this continuing contract which shall be executed by the Board and Teacher each school year.

6. That Teacher agrees and acknowledges that his/her services as a teacher may be terminated for just cause or because of a necessary reduction in personnel as provided for by the Michigan Teacher Tenure Act [MCL 38.71 et seq.].

7. The Board of Education reserves the right to terminate this contract in the event the teacher fails to possess the certification required by law or regulation for his/her position.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto as follows:

By _____
President

_____ Teacher

By _____
Vice-President

_____ Date

By _____
Secretary

By _____
Treasurer

By _____
Trustee

By _____
Trustee

By _____
Trustee

Appendix G

**BUCKLEY COMMUNITY SCHOOL
ANNUAL SUPPLEMENT
TENURED TEACHER
CONTINUING CONTRACT**

THIS ANNUAL SUPPLEMENT to the TENURED TEACHER CONTINUING CONTRACT entered into the _____ day of _____, 19__ by and between the undersigned parties is made and issued this _____ day of _____, 19__, by and between the **Buckley Community School Board of Education, State of Michigan**, hereinafter referred to as the "Board" and _____, hereinafter referred to as the "Teacher".

WITNESSETH:

The Board will pay Teacher the sum of _____ Dollars for _____ days of employment in the 19__ - __ school year to be paid in _____ installments, bi-weekly, beginning _____, 19__. The rate of compensation to Teacher has been determined based upon placement of Teacher at step ____ of the _____ salary schedule in effect for the 19__ - __ school year. Teacher shall be provided benefits as established by Board policy and/or the applicable terms of any collective bargaining agreement in effect between the Board and the legally recognized exclusive bargaining representative for the bargaining unit representing Teacher.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto as follows:

By _____
President

Teacher

By _____
Vice-President

Date

By _____
Secretary

By _____
Treasurer

By _____
Trustee

By _____
Trustee

By _____
Trustee