

**A G R E E M E N T
B E T W E E N T H E**

**BOARD OF EDUCATION OF THE
BENZIE COUNTY CENTRAL SCHOOLS**

A N D T H E

**BENZIE COUNTY CENTRAL EDUCATION ASSOCIATION
MICHIGAN EDUCATION ASSOCIATION
NATIONAL EDUCATION ASSOCIATION**

2024-2027

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SECTION I BASIC CONTRACTUAL PROVISIONS

1.1 AGREEMENT

This Agreement entered into this July 11, 2024 by and between the Board of Education of the Benzie County Central Schools, in the counties of Benzie, Manistee, Grand Traverse, and Wexford, Michigan hereinafter known as the Board, and the Benzie County Central Education Association/Northern Michigan Education Association/Michigan Education Association/National Education Association, hereinafter known as the Association.

1.2 RECOGNITION

The Board recognizes the Association as the sole exclusive bargaining representative with respect to wages, hours, terms, and conditions of employment, for all certified K-12 regularly employed full-time and part-time teachers, excluding superintendent, building principals, teaching principals, director of student services, substitute teachers, guidance counselors, and teaching guidance counselors, and excluding any community education, summer educational programs or adult education programs.

1.3 DURATION OF AGREEMENT (3 years)

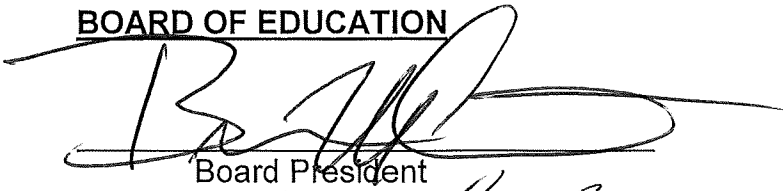
This Agreement shall be effective as of July 11, 2024 and shall continue in effect until June 30, 2027 on which date it will expire. This Agreement shall not be extended by either party without mutual consent.

EDUCATION ASSOCIATION

BOARD OF EDUCATION



BCCEA President




Board President



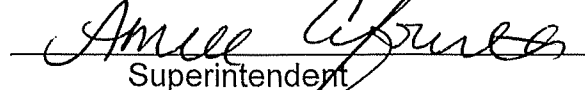
BCCEA Vice President



Board Secretary



Judy Bussey (Aug 30, 2024 10:43 EDT)
MEU Uniserv Director



Superintendent

1.4 GRIEVANCE PROCEDURE

A. DEFINITIONS

A "day" for the purposes of this Article is defined to be the calendar days except Saturday, Sunday, defined breaks in the school calendar, and legal holidays, as defined by the Michigan School Code. Any day that the central business office is open. (The definition of a legal holiday is not subject to the grievance process.)

A "grievance" shall be defined as a misinterpretation or misapplication resulting in an alleged violation of the specific terms and conditions of this Agreement. Unless specifically excluded, all Articles of this Agreement are subject to the grievance procedure.

B. TENURE ACT

There shall be no grievance filed for which there is a recourse or redress under the Michigan Teacher Tenure Act.

C. REPRESENTATIVES

The Association shall designate representatives in each building to handle grievances. The Board 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.

D. FORM

Written grievances under this Article shall conform to the following specifications:

1. Must be signed by the grievant, grievants or an Association Representative.
2. Must be specific.
3. Must contain a synopsis of facts giving rise to the alleged violation.
4. Must cite the specific sections or subsections alleged to have been violated.
5. Must contain the date of the alleged violation.
6. Must specify the relief requested.

E. COMPLIANCE

Any grievance not in compliance with D (1-6) supra shall be rejected as improper. Such rejection shall not extend time limitations hereinafter set forth.

F. PROCEDURAL LEVELS

1. Level One - A teacher alleging a violation of the expressed provisions of this contract shall, within seven (7) days of the alleged violation, orally discuss the grievance with the building principal. An Association representative may be present at all levels of the Grievance Procedure at the request of the grievant. If no resolution is obtained within two (2) days of the discussion, the teacher shall reduce the grievance to writing as described in D supra and proceed within five (5) days of the Level One discussion to Level Two.
2. Level Two - The written grievance shall be filed with the Superintendent or his designated representative. Within five (5) days of receipt of the grievance, the Superintendent or his designated representative shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated representative shall render a decision in writing to the grievant. If no resolution of the grievance is rendered or if the decision at this level is unsatisfactory, the grievant may within five (5) days file a written grievance with the Board of Education through the Superintendent.
3. Level Three - Upon receipt of the written grievance, the Board President shall appoint someone to hear the grievance within fourteen (14) days of the date the grievance was submitted to Level Three. The Employer's designated representative shall hear the grievance and render a decision in writing within ten (10) days of the meeting at which the grievance was heard.
4. Level Four - If the Association is not satisfied with the disposition of the grievance or if no response is received at Level Three, it may within ten (10) days of the expiration of Level Three submit the matter to binding arbitration. If the parties have not agreed upon arbitrator, he/she shall be selected in accordance with the AAA Voluntary Arbitration rules.
 - a. The costs of the arbitration shall be borne equally by the parties, but expenses incurred in calling its own witness or preparing its own testimony and exhibits shall be borne by each party individually.
 - b. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at prior levels of this grievance procedure.
 - c. The powers of the arbitrator shall be limited as follows:
 - He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - He shall have no power to establish salary scales.

G. TIME LIMITS

Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred. Should the Administration or Board fail to respond to a grievance within the time limitations herein established, the grievance shall be automatically advanced to the next level of the grievance procedure. Time limitations hereinafter established for the processing of grievances may be extended only by mutual agreement in writing.

H. ASSOCIATION GRIEVANCES

The Association shall have the right to file a grievance alleging a violation of the Association's rights under this Agreement.

I. GRIEVANCE HANDLING

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 by the parties.

J. ARBITRATION AWARDS

Both parties agree to be bound by the award of the arbitrator, and agree that judgment thereon may be entered in any court of competent jurisdiction.

SECTION II EMPLOYMENT RELATIONS

2.1 ASSOCIATION RIGHTS

A. FACILITIES

The Association and its representatives shall have the right to use school buildings, per building use procedure, and equipment including District electronic resources at all reasonable hours for meetings, provided that when a special custodial service is required, the Board may make a reasonable charge therefore.

B. ORGANIZING ACTIVITIES

Organizational activities by the Association shall not take place during normal school hours.

C. ASSOCIATION PRESIDENT

The Association President may use the preparation period for Association business. If the Association President does not have a designated preparation period, he or she may use

times prior to and after the close of the regularly scheduled student day for Association business. At the beginning of each school year, the President of the Association will notify the Administration which period shall be used. This paragraph supersedes B above.

D. SUPPLIES

The Association shall pay for any costs incurred by the Board from Association requests for materials and supplies in full.

E. COMMUNICATIONS

The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin Boards, at least one of which will be provided in each school building. The Association may use the teacher mailboxes and E-mail for communication to the teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Individual teachers shall have the right to use the district's electronic resources including E-mail free of charge provided the individual teacher follows current Board policies.

F. NONDISCRIMINATION

The Board shall not discriminate against any employee for membership or participation, or non-membership or participation, in lawful activities of the Association.

G. PRINTING

The Board agrees to post the final version of this Agreement on its website.

H. CONTRACT ADMINISTRATION

A liaison committee consisting of three (3) representatives of the Association and three (3) administrative representatives and one (1) board member will meet each month for the purpose of reviewing contract administration, and to recommend resolution of any problems, which may arise. These meetings are not intended to bypass the grievance procedure.

I. LAYOFF/RECALL

When a reduction in work force is required, the District will follow Policy 4405. Decisions on layoff and recall of teachers will be based on certification, qualification, length of service in subject area or grade level, disciplinary record, and relevant or special training above and beyond the District required professional development. If there is a tie, seniority can be used as the tie breaker.

A teacher is eligible for recall under this Policy for 12 months from the date the District implemented the reduction in force.

2.2 TEACHER RIGHTS

A. NONDISCRIMINATION

Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection, or refrain from participating in those activities. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or lack thereof in the Association, his/her participation or lack thereof in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

The teachers shall be entitled to full rights of citizenship and religious or political activities of any teacher or the lack thereof shall not be grounds for any discrimination with respect to the professional employment of such teacher.

Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Revised School Code, Tenure Act, or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

The parties agree that it will in no way discriminate against or between employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual orientation, disability or place of residence.

B. VALIDITY OF AGREEMENT

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.

C. MUTUAL AGREEMENT

This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between, and executed by, the district and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

D. COMPLETION OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

2.3 BOARD RIGHTS

A. RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotions; and to promote, and transfer all such employees with written defined reasons that are not arbitrary or capricious;
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 the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.

B. LIMITATIONS

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.

2.4 PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. NOTICE OF ASSIGNMENT

The Administration will endeavor to provide teachers with written notice of tentative assignment for the following school year no later than ten (10) workdays prior to the last teacher day of the current year providing said assignment is different from the present year's assignment. The term "assignment" as used in this paragraph means assignment within the subject matter of instruction in Middle School and Senior High school, and grade level in elementary school.

C. PREPARATIONS

Normally no middle school or senior high school teacher will be assigned to more than three (3) different subject matter preparations in any one given semester without consent of the teacher involved. However, the Administration may assign some teachers to a fourth preparation.

Prior to the administrator making the final decision, teachers who may be assigned four (4) preparations may review the proposed schedule and the various alternatives available, and may suggest other alternatives. All alternatives presented will be considered and the effect on the total program will be assessed before a final decision is made.

D. SUPERVISORY TEACHERS

Supervisory teachers of student teachers shall be tenure teachers who voluntarily accept this assignment and they shall be known as "Supervisory Teachers." The parties recognize that "Supervisory Teachers" are not supervisors under Public Act 379 of 1965.

E. MENTOR TEACHERS

The Board and Association realize that a new teacher may need help and orientation to be an effective teacher in the Benzie County Central Schools. The parties agree that providing Mentor Teachers for probationary teachers is an essential practice and further agree to cooperate in providing this assistance.

1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the Revised School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher may be a member of the bargaining unit.
2. Each teacher in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. Any previously tenured teacher new to the District will receive a mentor for their first year at Benzie. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the

mentor assignment is to provide assistance, resources and information in a non-threatening collegial fashion.

3. A Mentor Teacher may be assigned in accordance with the following:
 - A. The Mentor Teacher, if from the bargaining unit, shall be a tenured member.
 - B. Participation as a Mentor teacher shall be voluntary.
 - C. This assignment should be finalized within thirty (30) days of the commencement of the starting date of the Mentee.
 - D. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
4. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member employee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not be a part of either's evaluation.
5. Upon request, the administration may make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
6. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three- (3) years of classroom teaching. The Board shall attempt to schedule Professional Development within the parameters of the regular workday and work year. It is understood by the parties that should it be necessary to schedule such training outside the regular work day or work year that the affected bargaining unit members will be paid at the substitute teacher rate. The training dates, if possible, will be a part of the negotiated calendar.

2.5 VACANCIES AND TRANSFERS

- A. Bargaining Unit vacancies will be posted on the District Website. This language is not subject to the grievance procedure in article 1.4.
 1. Each year, the Superintendent will send out a Teacher Preference Form. This form will ask each teacher to list their first and second choice building preferences and their first and second choice teaching positions/content preferences. Having not previously expressed interest in a new vacancy shall not preclude teachers from being considered.
 2. Vacancies may be posted consistent with Policy 4205, at least 5 calendar days and on the District website. The Superintendent or designee determines when a vacancy exists. Generally, a vacancy is an unassigned, open position or a newly created position which the District intends to permanently fill.

3. Vacancies may be filled by a certified and qualified internal or external candidate consistent with this Policy. Preference will be given to qualified internal applicants. When two or more qualified internal applicants have both listed the open vacancy as their first or second choice preference, the superintendent or designee will set up interviews with both applicants. Decisions will be based on the teacher's effectiveness, length of service in the grade level or subject area, disciplinary record, and relevant special training above and beyond district provided training. The Superintendent or designee has full discretion to assign Professional Staff or contractors to cover employee absences consistent with business necessity and operational needs.

2.6 SENIORITY

A. SENIORITY

1. Seniority: Seniority in the school district for the purpose of this section shall mean continuous permanent employment in the district as a teacher, counselor, or principal. Those persons first hired as a principal or counselor after September 1, 1982 shall not accrue seniority in the bargaining unit. Any teacher transferred to a position of counselor or principal and later returned to a teacher status shall be entitled to retain such rights as he/she may have had under this agreement prior to such transfer to a counselor or principal.
2. Seniority in this district shall be based upon the number of paid days of employment in the school district. At the end of each school year the teacher will have added to his rank the number of days in that year for which he was paid.
 - a. To establish this rank for the current school year, those teachers who are presently employed will have the number of years, or a fraction thereof, of service to Benzie County Central Schools multiplied by 183.
 - b. In the event more than one (1) individual has the same effective date of hire, after "a" above has been followed, the teacher with the highest last four (4) digits of his/her Social Security number will be retained. In the event that the last four-(4) digits are identical, the middle two (2) digits of the Social Security number will be used.
 - c. The parties agree to change the seniority accumulation format, effective the first day of work of the 1995-96 school year. Seniority will be calculated, based upon a full-time bargaining unit position as defined by the current master agreement in Sections 3.1 and 7.5. All previously accumulated seniority will stay as it is and additional seniority will simply be accumulated under the new format and added to the amount that has been previously accumulated. The new format will be a prorated format which will take into consideration the number of hours worked per day and the number of paid days per year. For example, all teachers work 7 hours per day. A teacher who works 4 hours per day for 120 days would be credited with 57% (4/7) of 120 days (.57*120) or 68 days of seniority.

- d. All seniority is lost when a member severs employment by resignation, retirement, or discharge. Bargaining unit members who transfer to a non-bargaining unit will have their seniority frozen. Employees who are laid off will also have their seniority frozen.

B. EXTRA DUTY / SCHEDULE B POSITIONS

Extra duty assignments shall not carry tenure of position.

C. TENURE ACT

Nothing herein stated should be construed as a waiver of any right that an individual teacher may have under the Tenure Act.

D. BENEFITS

Teachers recalled to duty shall retain accumulated sick leave and shall be returned to the step on the salary schedule held at the time of layoff.

E. SENIORITY LIST

1. A seniority list will be developed and updated by January 1 of each year with a copy of said seniority list shared with the Association.
2. The Association will make available this list to all bargaining unit members.

2.7 PROFESSIONAL BEHAVIOR

Teachers are required to attend scheduled meetings, comply with rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

Teachers are required to attend the District provided professional development as outlined in the school calendar or if they are unable to attend, they are responsible for learning the content on their own time. Teachers who continually miss required professional development (more than 3), as laid out in the BCCEA approved school district calendar, must provide a doctor's note for sick day absences.

As an organization, Benzie County Central Schools expects that all employees will follow the Chain of Command to resolve concerns. Concerns are best resolved by speaking to the person directly involved first; i.e. teacher, principal, and then superintendent.

2.8 SCHOOL IMPROVEMENT

The parties do hereby mutually agree to work together on the school improvement process. Any plan developed by the committees shall not be in conflict with the Master Agreement or Board policy.

The District Impact Team, which includes teachers, admin, and a board member, will serve as the final review of PD Plans. A subcommittee may be formed that will include teachers, administrators, board member(s), and parent reps.

SECTION III TEACHING CONDITIONS

3.1 TEACHING HOURS

A. WORK DAY

1. A full-time teacher's normal contract day in each building of Benzie County Central Schools shall be as follows:

High School7:20 a.m. to 2:50 p.m.
Middle School7:20 a.m. to 2:50 p.m.
Betsie Valley Elementary 8:40 a.m. to 4:10 p.m.
Homestead Hills Elementary 8:40 a.m. to 4:10 p.m.
Lake Ann Elementary8:40 a.m. to 4:10 p.m.

Start and end times may be adjusted by the employer. However, if there is a need to adjust the length of the current teacher workday, then said changes will be subject to bargaining.

2. Itinerant (elementary special education, elementary art, elementary physical education, and elementary music) may be scheduled by administration to have up to (60) minute duty-free lunch and a work day that shall not exceed eight (8) contiguous hours if they work in more than one building. It is understood by the parties that an individual itinerant teacher's schedule will not necessarily fit one of the above building schedules.
3. On days when Parent-Teacher Conferences are held, an equal number of hours shall be scheduled, but shall not exceed the number of hours in a normal contract day. Parent/teacher conferences may be held in the second semester of each contract year.
4. In the event it is necessary to change the structure of the school day, the above schedule may be changed only after negotiation with the Association, but shall not exceed seven and one-half 7 ½ contiguous hours, which includes thirty (30) minutes of duty-free lunch time and an individual teacher's preparation time.

B. EXTRA DUTIES

Extra work for which the teacher receives extra pay shall be performed outside the normal contract hours unless otherwise designated by the Board.

1. Committee Assignments

Any teacher volunteering to serve on a district committee shall receive fifteen (\$15.00) per committee meeting that they attend. The total amount to be paid to an individual teacher shall not exceed four hundred fifty (\$450.00) per school year, per committee and shall be paid in a lump sum payment at the end of the school year in June. Approval of committees/committee chairpersons and number of members will be determined by Board of Education. Keeping records of minutes and attendance at meetings will be the responsibility of the committee chairperson and submitted within one (1) week of the meeting on the district wide recording form (appendix B). Any teacher who serves as chairperson of a committee will receive thirty (\$30.00) per meeting up to a maximum of nine hundred (\$900.00) per school year and shall be paid in a lump sum payment at the end of the school year in June.

2. Teachers may volunteer to participate in joint planning sessions to assist with the success of Title I/Special Education inclusionary programs, or volunteer to participate at workshops, which occur during scheduled breaks such as summer. Teachers who volunteer to participate in these planning sessions or workshops will be compensated at the rate of twenty (\$20.00) per hour. It is expressly understood that teachers will only be entitled to receive compensation if the planning sessions or workshops are outside of the established teacher workday or work year in that building and have prior administrative approval.
3. The Board agrees to compensate bargaining unit members at the rate of twenty dollars (\$20) for up to a maximum of five (5) hours when the bargaining unit member changes/moves to a new classroom outside of school hours. This compensation will occur when the administration requires the change or move, not when the bargaining unit member requests a transfer that necessitates changing classrooms, which would be a voluntary move/change.
4. If a teacher's day is extended an additional 7.5 hours beyond his or her scheduled teaching day (Monday-Friday), either before the official start time, after, or a combination, for the purpose of chaperoning students on building-approved non-Schedule B field trips, he or she shall receive either the equivalent dollar amount substitute teachers are compensated or a comp. day to be used within that school year. Comp. days shall not be used to extend vacations, holidays, or travel related thereto. Unused comp. days will not be banked as sick days.

C. MONTHLY MEETINGS

Professional Development/staff monthly meeting time may extend the regularly scheduled teachers' day by one (1) hour and thirty (30) minutes. This time may be split into 2 meetings per month.

D. NUMBER OF PERIODS

1. There shall be no more than a seven (7) period day in grades 7-12. Teachers in these grades will be assigned six (6) periods, and will be provided with one (1) period for planning. No teacher shall be scheduled to travel during his or her preparation time or lunch period.
2. In the event of financial hardship or shortage of facilities the Board of Education may provide with five (5) straight periods for students in grades 7-12. All teachers would have five (5) straight periods followed by a planning period.
3. Normally, no Middle School or senior high school teacher will be assigned to more than three (3) different subject matter preparations in any one given semester without consent of the teacher involved. However, the Administration may assign some teachers to a fourth preparation. The option to volunteer for a fifth preparation is at the teacher's discretion. Every assignment above three (3) will receive the "split grade" or "multi age" compensation of \$600.00 per semester.

Seminar: Seminar is to be developed with building principal and staff input for a successful model for all students to participate. The seminar period shall not be considered an additional compensated prep period. The Seminar shall be reviewed annually by the BIT Team with the building administrator.

E. DAILY SCHEDULE

1. Double Bus Runs - Teachers shall be required to be on duty a total of seventy-five (75) minutes in grades K-6 and sixty (60) minutes in grades 7-12 before and after the published regular pupil's school day.
2. The division of the 75/60 minutes or the 60/60 (single bus run) shall be a joint Administration-Teacher decision at each building. It is understood that the district may have to add additional instructional time to meet the minimum state clock hour requirement. Furthermore, any addition of workdays or lengthening of the current existing workday, to meet minimum state clock hour requirements, shall be accompanied by a prorated adjustment in pay.
3. In grades K-6, a total of thirty (30) consecutive minutes of planning time plus an additional fifteen (15) minutes of planning time per day will be scheduled exclusive of provisions of E-2 above, when the teacher has had students in individual classrooms the full student day. The thirty (30) consecutive minutes of planning time shall not be scheduled before the student day begins. No teacher shall be scheduled to travel during his or her preparation time or lunch period.

The following applies to all elementary schools.

- a. The schedule may be adjusted so that teachers in these buildings may not have a planning period of thirty (30) consecutive minutes one (1) day per week, but may have a planning period of sixty (60) consecutive minutes on one (1) other day (Section 3.1 E.3). There will be only one (1) adjustment per week per teacher. The fifteen (15) minute "additional" planning time (Section 3.1 E.3) will not be adjusted. The total planning time per week will be two hundred twenty-five (225) minutes per teacher.
 - b. The number of bargaining unit members with two (2) preps on one (1) day and none on another will be kept to the minimum necessary. Bargaining unit members who volunteer for this schedule will be used first.
 - c. On a day with no preparatory time, the teacher will have two (2) non-duty periods of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon. One (1) of those non-duty relief periods will not count toward the two hundred twenty-five (225) minutes total planning time per week.
 - d. If the job description for the itinerant staff changes, those staff affected will be notified of those changes by March 15 of each year.
4. In the event of a field trip or other activity outside the normal classroom schedule, provisions for preparation time are waived.
 5. Efforts will be made to find competent, qualified substitutes for special classes.
 6. Teachers required to travel between buildings shall be given adequate travel time.

F. LUNCH PERIODS

All Bargaining unit members shall be entitled to a duty-free minimum thirty (30) minute lunch period.

G. SUBSTITUTE PAY

Teachers doing substitute teaching during their preparation period shall be reimbursed for such assignment at the hourly rate of \$25.00 per hour.

H. ACT OF GOD DAYS

Nothing in this Article shall require the Board to keep schools open in the event of severe and inclement weather or when otherwise prevented by an act of God. When schools are closed to students for instruction, due to the above conditions, teachers are not required to report to duty, and shall be notified. When openings are delayed due to the above conditions, teachers' hours shall be shortened accordingly, and they shall be notified. In either case, the teacher shall suffer no loss of pay.

Act of God Days, allowed by law, will not be subject to rescheduling. Only student days/contact hours will be rescheduled, if required by law to receive full state funding.

This agreement supersedes the conditions outlined in the Stipulated Arbitration Award of November 14, 2007.

I. DISTRICT WIDE SCHOOL IMPROVEMENT COMMITTEE

A District Wide School Improvement Committee composed of an Association Representative for each elementary, Middle School, and Senior High building, and an equal number of Administrative Representatives may be established.

1. The Committee may plan and conduct In-service Education activities.
2. The equivalent of one (1) student day In-Service training may be provided for each teacher on a workday, provided at least one thousand (1,000)-student hours of attendance are scheduled.

3.2 CLASS SIZE AND TEACHING CONDITIONS

A. FACILITIES

The Board shall provide:

1. A separate desk for each teacher in the district with lockable drawer space.
2. Closet space for each teacher to store coats, overshoes, and personal articles.
3. Appropriate technology in every regular classroom.

The Board shall make available in each school, for staff use only, the following:

1. One room furnished with restroom and lavatory facilities.
2. One room to be used as a workroom and/or lunchroom.

There shall be one room for staff in the middle/senior high building.

B. CLASS SIZE

The Board and the Association agree maintaining reasonable class loads is important. Laboratory classes will be limited in size to the equipment available.

1. Physical education classes will be limited to a maximum of forty (40) students. Class sizes over forty (40) students will be compensated at \$90.00 per section to a maximum of \$750.00 per semester. Band/Instrumental Music and Chorus/Vocal Music exceeding forty (40) students will be compensated at \$90.00 per section.

Advisory/Homeroom sections exceeding twenty-five (25) students on or after November 1st of each school year will be compensated an additional \$90.00 per section per semester. Every attempt will be made to balance sections as the schedule permits. A Middle School teacher will be defined as a teacher who teaches four (4) or more Middle School classes.

2. Classes in grades K-2 that exceed 24 students will have additional paraprofessional time assigned. Classes in grades 3-5 that exceed 26 students will have additional

paraprofessional time assigned. Classes in grades 6-12 that exceed 30 students may have paraprofessional time assigned. Every regular classroom teacher in grades K – 6 shall receive one hundred fifty (150) minutes per week of general education paraprofessional assistance time.

3. The Board and the Association acknowledge that special education students must be educated in the least restrictive environment under state and federal law. The parties agree that placement of special education students into an appropriate environment as required by law or needs of the students places additional demands on the classroom teacher. The Board agrees to provide additional paraprofessional time to any teacher who has more than four (4) students with an IEP assigned to any one (1) class unless that teacher volunteers to take the additional mainstreamed students without the assistance of a paraprofessional. Furthermore, the Board agrees to create class schedules that allow for the balancing of special education students to the extent possible. Additional paraprofessional time shall be defined for the purposes of this paragraph as two (2) hours per day paraprofessional time for elementary teachers in grades K – 6. Special education teacher time shall be counted toward fulfilling this requirement.

Teachers who teach medically fragile students will be provided training to address the special health needs which may be required in an emergency to serve these medically fragile student(s) in their classrooms.

No bargaining unit member, except an employee hired for that purpose, shall be required to provide regular custodial care or health services or any act or function constituting the practice of medicine. It is agreed that classroom teachers will assist with necessary emergency health services should their assistance become necessary. The Board agrees to hold harmless any teacher who provides such emergency services from liability for the performance of such services to the extent permitted by law provided the teacher's actions were reasonable.

C. CLASS LOAD ADJUSTMENTS

On the fourth Monday following Labor Day, the Superintendent and the Association President will meet to examine existing class loads and recommend appropriate adjustments. The Board will continue to review class loads at the early elementary level.

D. PARAPROFESSIONALS

To relieve teachers of clerical, cafeteria, recess patrol, and bus duty, the Board shall employ full-time paraprofessionals in each elementary building at a ratio of one (1) paraprofessional to each one hundred (100) students or major fraction thereof. The paraprofessionals shall be responsible to the teachers to which the paraprofessionals are assigned.

E. SPLIT GRADE OR MULTI AGE

A split or multi age grade or multi age shall be defined as a regular education elementary classroom (K-6) having two or more grade levels at the same time in that classroom on a

regular basis. The teacher would be expected to have appropriate grade level plans as to the school-wide curriculum and or grade level objectives.

3.3 PROTECTION OF TEACHERS

A. STUDENT DISCIPLINE

Rules and regulations governing the discipline, suspension, or expulsion of students shall be distributed to students and teachers and made available to parents, at the commencement of each school year. The student discipline handbook shall be developed by a committee made up of participants including teacher representation. Each teacher and administrator shall accept the responsibility to carry out these rules and regulations as set forth by the Board of Education student discipline 5206 The administration will give reasonable support and assistance to teachers with the above-mentioned discipline policies.

B. ASSAULT

Any case of assault and/or battery upon a teacher by a student, parent or guardian or relative or friend of such student or outsider while a teacher is performing his duties shall be promptly reported to the Board or to its representative. In a criminal case, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities; unless the District determines that the teacher was not in compliance with Board and Administration Policy. Further, the Board shall not be obligated to provide legal assistance in the preparation of a civil suit brought by the teacher.

C. LEGAL COUNSEL

If any teacher is named as a defendant in a criminal or civil complaint arising from supervisory or disciplinary action taken (1) by the teacher while acting in the scope of his or her employment and (2) in compliance with the Board and Administration policies, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

D. TIME LOST

Time lost by a teacher in connection with any incident mentioned in sections B and C of this section shall not be charged against the teacher unless the teacher is found negligent, in violation of state and local laws and regulations or guilty of a criminal act against a student in a court of competent jurisdiction as charged, in which case the Board shall not be obligated to compensate the teacher for time lost.

E. WORKERS' COMPENSATION

Whenever a teacher is absent due to injury incurred in the course of the teacher's employment, the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Workers' Compensation Act for one (1) year from date of

injury. Such absence shall not be deducted or charged against the teacher's accumulated sick leave.

F. COMPLAINTS

Written complaints regarding a teacher shall include names of the complainants and any administrative action taken, and if appropriate, remedy clearly stated. Complaints shall be reviewed with the teacher before placement in the personnel file. Written complaints or charges shall not be placed or retained in an employee's personnel file unless the complaint(s) or charge(s) lead(s) to discipline by the Board.

G. DISCIPLINE

Discipline will not be imposed for reasons that are arbitrary or capricious.

Disciplinary measures may include:

- a. Warning;
- b. Reprimand;
- c. Unpaid suspension
- d. Financial penalty; or
- e. Discharge

This Policy does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measures. The District may consider additional preventative measures to address the misconduct, including training, coaching and other remedial measures.

H. PERSONNEL FILE

The District will follow Policy 4224 and maintain an accurate personnel file.

Employees may request to review their file at a reasonable and mutually agreed upon time with or without union representation.

If there is a disagreement with information contained in a personnel file, the District and the employee may mutually agree to remove or correct that information, unless it concerns substantiated unprofessional conduct. If the District does not agree to remove or amend the information, the employee may submit a written statement explaining the employee's position (not exceeding 5 sheets of 8-1/2"x11" paper). The written statement will be included if the information is disclosed to a third party.

I. ADULT WITNESS - CONFERENCES

If requested by the teacher, an adult witness shall be provided for parent-teacher conferences involving special problems.

J. TRANSPORTATION OF STUDENTS

Teachers who volunteer to use their personal vehicle to transport students for a school activity shall have insurance coverage to do so.

3.4 EVALUATION

Teachers as Defined by Revised School Code Section 1249

- A. Performance evaluations shall include a rigorous, transparent, and fair performance evaluation system that includes:
1. Growth plan goals identified by the teacher in consultation with their evaluator to improve effectiveness.
 2. An evaluation of the teacher's job performance with timely and constructive feedback.
 3. iObservation, the evaluation tool, will be used to provide 80% of the objective criteria of the performance evaluation for the year end evaluation determination.
 4. The use of student growth and assessment data or student learning objective metrics will be used for 20% of the year end evaluation determination.
 - a. The teacher, in consultation with their evaluator, will determine the student growth and assessment data or student learning objectives that will be used. Data collected shall be measurable, long-term academic goals set for all students based on grade-level standards determined by grade level or department TCR teams.
 - b. Data used will be based on students that are assigned to the teacher for a full academic year or full credit year/semester
 - c. The data used must be directly attributable to the actual teacher responsibilities of the individual teacher and must be based on the academic standards the teacher is teaching.
 5. Evaluation Process
 - a. Walkthrough observations will be a minimum of 15 minutes.
 - b. Formal observations will be a minimum of 30 minutes.
 - c. The formal observation process will include a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items. A pre-conference meeting may be offered as an option or the teacher may request the meeting.
 - d. Refer to the timeline in Appendix C.
 - e. A mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, includes specific performance goals.
 - f. Tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated biennially, but if the teacher is not rated as effective on one of the biennial year-end evaluations, the teacher must receive year-end evaluations.
 - g. Tenured teachers that are in the biennial evaluation cycle (not being evaluated) will not need to complete a growth plan but will collect and monitor student growth data to review mid-year and end of the year with their evaluator. This will not be used for evaluation purposes.
 - h. Teachers may request an additional evaluator to participate in the evaluation process.

SECTION IV LEAVES

4.1 PAID LEAVES

A. SICK/FUNERAL LEAVE

At the beginning of each school year each teacher shall be credited with twelve (12) days to be used for absences of the teacher for reasons outlined below. The unused portion of such allowance shall be accumulative to one hundred eighty (180) days. A teacher who is paid less than 180 days in a year shall be credited a prorated share of the twelve (12) days. Leave days may be used for the following:

1. Personal Illness or Disability: The teacher may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy.
2. Illness of an Immediate Family Member: Critical illness of spouse, children, dependents, parents, grandparents, siblings, in-laws, and any other person who has acted in loco parentis for the employee or for whom the employee has acted in the role of a parent.
3. Death in the Family: For the teacher's use as reasonably necessary in case of death in the immediate family. The immediate family will include residents of the employee's household, dependents, parents, parents-in-law, children, grandparents, grandparents-in-law, grandchildren, brother, sister, and any person who has acted in loco parentis for the employee or vice versa.
4. Death of Close Friends or Relatives Outside the Immediate Family: No more than three (3) days including travel to attend the funeral of a close friend or relative outside the immediate family.
5. Personal Leave: A teacher must request use of a personal leave day at least forty-eight (48) hours in advance, in writing, except in emergency situations. Personal leave days shall not be used in situations for which leave is provided under the agreement.
6. The district has a responsibility to monitor the use of paid leave. It is/would be helpful for the district to know in advance of any intent to use paid leave. The date of the leave and the approximate length of the leave, if in excess of three (3) consecutive days or more as verified by the employee's physician, will allow the district an opportunity to make arrangements for a substitute. If the employer believes that the employee is abusing sick days, the employer can request verification from the employee's health care provider. The teacher must notify the district on the progress of his/her recovery progress in the event it is proceeding faster or slower than anticipated at the time the leave began. The district may, if appropriate, require a medical release to return to work.

7. Teachers who are unable to work due to personal illness or disability and who have exhausted their personal sick leave and personal days shall be eligible to apply for additional sick leave under the following conditions:
 - a. A teacher who believes that he/she may need additional sick leave beyond the teacher's current sick day accumulation for personal illness or injury and any associated recovery period must apply to the association president using the leave donation request form.
 - b. Upon receipt of the request, the association president will notify all teaching staff via email that the named teacher is requesting voluntary contributions. The request will have a notification deadline of five work days from the time it is sent. All offers for voluntary contributions will be sent directly to the association president.
 - c. Only the number of sick days needed for recovery will be awarded to the requesting teacher. In the event that more days are voluntarily contributed than are needed, the secretary, or designee of the BCCEA, will select teachers by a voluntary lottery until the sufficient number of sick days are awarded.
 - d. There is no assurance that an employee will receive any or all of the paid leave time requested through this process as this process is voluntary and in no way obligates the district, the teachers, or the BCCEA to provide any additional sick days to any applicant.
 - e. Teachers may not give away any days that drop them below the 90-day long term disability requirement.

Leave Donation Request Form

The Benzie County Central Education Association established a leave donation program to help teachers who are experiencing a hardship, serious health condition, or medical emergency and have no accrued sick leave of their own to use. Examples included protracted illness of the employee or immediate family member, severe injury to the employee or an immediate family member, or other similar catastrophic events. This policy is intended to allow employees to elect to provide additional support to coworkers for a definable period of time or until long-term disability can come into effect.

Employee Information

Name:		Date:			
School:	Select...				
Leave Balances:	Sick:		Personal		

Leave Donation Request

I request up to _____ days of donated leave through the BCCEA leave donation program.

Purpose of donation:

The leave associated with this donation will begin on _____ and end on _____.

I understand that I may only use the donated days for the above-stated purpose and that any unused leave will be returned to the donating employees.

Employees must exhaust all personal accrued leave before leave donations will be available for use.

Leave donation requests are reviewed by the BCCEA Executive Board. Approval of days will be communicated to the employee and the Central Business Office.

Employee Signature

Date

Request	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date recipient notified	
			Date of donation request	
Donation hours received				

B. PERSONAL LEAVE

At the beginning of each school year each teacher shall be credited with two (2) days to be used for personal reasons. A teacher must request use of a personal leave day at least forty-eight (48) hours in advance, in writing, except in emergency situations. Personal leave days shall not be used in situations for which leave is provided under the agreement, nor to extend vacations, holidays, or travel related thereto. The Administration may limit the number of teachers taking personal leave on any day, to one-fourth (1/4) of the teachers in a building, rounded up of the teachers in the building. Each year unused personal leave days, will be banked as unused sick days.

C. COURT APPEARANCE

1. Leave with pay will be provided when a teacher must appear in court in any case connected within the scope of employment if the Association is not an adversary party to the litigation. Paid leave will be provided for jury duty. Any compensation from court, excluding expense reimbursement, will be given to the Board to offset salaries.
2. If a teacher must appear in court, is not an adversary to the litigation, and it is not connected within the scope of employment: the teacher shall be expected to utilize any personal leave available. Furthermore, the Board shall charge the teacher at the substitute rate for any additional time, not to exceed three (3) days, needed. Seniority shall accrue during the use of this type of leave.

D. OTHER LEAVES WITH PAY

1. Leave with pay is provided for teachers who visit other schools or attend educational conferences, with approval of the Administration.

E. UNUSED SICK DAYS

When a teacher who has ten- (10) years' service in the District, retires or resigns from the District, the teacher shall receive a final payment of twenty-five dollars (\$25.00) per accrued sick day. Should an eligible employee die, this payment shall be made to the employee's estate.

An early retirement incentive pay out per banked sick day may be offered to those teachers who give their notice of retirement to the Superintendent by March 1 (\$50), April 1 (\$40), and May 1 (\$30).

F. ASSOCIATION LEAVE

At the beginning of every school year, the Association shall be credited with twelve (12) teacher days to be used by officers or agents of the Association at the discretion of the Association. The Association must notify the Superintendent at least forty-eight (48) hours in

advance of taking such leave. The Association will pay the cost of substitutes and retirement costs. All association approved "association days" will be signed by the association president or vice-president.

G. NOTIFICATION

In the event a bargaining unit member cannot report to work, he/she shall submit the absence to the building designee no later than one hour prior to their building start time (Section 3.1, A (1)) on the workday that is to be missed. In the event that an absence needs to be reported within the one hour prior to the building start time, the bargaining unit member shall submit the absence to the building designee and notify the building principal or other designated person of the absence.

H. PRORATION

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.

I. DOCTOR'S STATEMENT

If requested, the Board shall be provided, at the teacher's expense, a written verification from a doctor (M.D. or D.O.) of the status of the teacher's illness or injury which results in an absence of five (5) consecutive days or more.

4.2 UNPAID LEAVE

A. LEAVES OF ABSENCE

Leaves of absence for reasonable periods not to exceed one (1) year may be granted upon request for:

1. Serving in any public position.
2. Maternity and child care leaves. Such leave may be extended for a reasonable period of time at the discretion of the supervisor.
3. Illness leave (physical or mental) beyond accumulated sick leave.
4. Prolonged illness in the immediate family.
5. Educational leave without pay for a period up to an academic year for each employee who wishes to attend school as a full-time student.
6. Association business.
7. Military leave.
8. Other leaves approved by the Superintendent.

Benefits shall not accrue during an unpaid leave.

B. APPLICATION FOR LEAVE OF ABSENCE

An application requesting a leave of absence pursuant to this Article must be submitted to the Superintendent no later than three (3) weeks prior to the time the leave is to commence, provided, however, in proper cases, exceptions shall be made. The request for the leave of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time; and if requested, verification shall be submitted. Any extensions for leaves of absence shall be handled the same as the request for the regular leave. The date of return from any leave under this section shall be established in advance by mutual agreement of the Board and the teacher.

C. RETURNING FROM LEAVE

Employees returning early from leave of absence must submit a request to return to work in writing. Employees returning from a medical leave of absence may be required to certify their ability to return to work at least five (5) working days prior to the requested date of the return.

D. FAILURE TO RETURN

Failure to return from an approved leave on the agreed upon date shall mean the employee has voluntarily terminated his/her employment with the employer.

E. MAINTENANCE OF BENEFITS

Employees who desire to maintain their health care benefits during the period of the leave may do so by arranging to pay monthly in advance the cost of the premium to the Administration. It is understood by the parties that the employee may qualify under the Family and Medical Leave Act of 1993 for paid health care benefits for up to twelve (12) weeks while on unpaid leave but employees remain responsible for the employee portion of their health care benefits.

SECTION V COMPENSATION, SALARIES, AND BENEFITS

5.1 COMPENSATION

A. SALARIES AND EXTRA DUTIES

Salaries for personnel included in the bargaining unit are set forth in Section VI Schedule A incorporated into this Agreement. Compensation for extra-curricular activities is set forth in the Extra-Duty Pay, Schedule B and C, incorporated into this Agreement.

B. ACADEMIC CREDIT

A teacher who acquires academic credit in a University approved masters, specialist or doctoral program or teacher related field approved by the Superintendent beyond the BA/BS degree and provisional certification requirements which calls for advancement on the salary schedule shall be so advanced at the start of the school year provided courses are successfully completed by Labor Day, and at the beginning of the second semester at a pro-rata share for courses completed by that time. Credit shall not be granted for academic credit

earned toward provisional certification requirements. Credits that are not part of the aforementioned advanced degree programs must be graduate credits. Academic credit will be recognized for pay scale advancement as long as the course work used is 500 level or above.

C. INSTALLMENTS

A teacher may receive his/her pay in the following manner:

1. 26 equal installments
2. 21 equal installments.

Provided he/she has met the full requirements of his/her contract and has applied for 1 or 2 above by the end of the previous work year. Otherwise 1 above will be followed.

D. EXPERIENCE CREDIT

New teachers employed by the district may be granted year for year credit on the salary schedule for prior regular K-12 public school employment at the discretion of the Superintendent.

E. MILITARY CREDIT

Teachers who entered active duty military service subsequent to earning both the BA/BS degree and the teaching certificate and who were honorably discharged from active duty shall at the time of hiring be advanced one (1) step on the salary schedule.

F. MILEAGE REIMBURSEMENT

Teachers, whose teaching duties require that they drive their personal car between buildings, shall be reimbursed at the Internal Revenue Service rate or the State of Michigan rate, whichever is greater.

G. GRADUATE CREDIT REIMBURSEMENT

The Board will pay one hundred dollars (\$100.00) per hour for classes taken after eighteen (18) hours beyond the BA or continuing certificate, whichever comes first. These classes must be approved in advance by the Superintendent and must apply to the teacher's present or anticipated future teaching/administrative assignment. Teachers must receive a minimum grade of "B" to receive reimbursement. The maximum Board contribution (total staff pool) shall be two thousand five hundred dollars (\$2500.00) per year. All requests for reimbursement of tuition with proof of successful passing of the class, shall be made in writing to the Superintendent and be submitted not later than one week (five (5) working days) prior to the final pay date in June. A tally will be provided, on request, of the total credit hours currently approved for the fiscal year. The payment shall be made to all qualifying requests with the last regular pay of the fiscal year in June. If requests exceed the two thousand five hundred dollars (\$2500.00) amount allotted by contract, the total amount shall be prorated on a credit hour basis by dividing the total hours of credit payment requested into the two thousand five hundred dollars (\$2500.00) and paying that amount per credit hour to all approved requests. A six- (6) semester hour limit per applicant will exist.

Any unused graduate credit subsidy mentioned above would be used on a pro-rata basis to help defray tuition costs of teachers who have less than (18) semester hours of graduate credit. Teachers must receive a minimum grade of "B" to receive reimbursement. All requests for reimbursement of tuition, with proof of successful passing of class, shall be made in writing to the Superintendent and be submitted not later than one week (five (5) working days) prior to the final pay date in June. The hundred dollars (\$100.00) per semester hour limit will apply for these semester hours. A six- (6) semester hour limit per applicant will exist. A six hundred-dollar (\$600) limit per applicant per year will exist.

The Board will not exceed the actual cost of tuition in any of the above-mentioned graduate credit reimbursement opportunities. Teachers will not be permitted to receive both Board subsidy at an hourly rate for participating in training and tuition subsidy for the same training as well. The individual teacher shall be permitted to make the choice.

5.2 INSURANCE PROTECTION

Effective Feb 2021 the Board shall make medical benefit plan cost contributions, as specified below, for each full-time bargaining unit member and the member's eligible dependents. The Board shall contribute the maximum hard cap amount allowed by law under PA 152 of the medical benefit costs of Plan A. The Board shall contribute 80% of the ancillary benefits of Plan A and Plan B below (as elected by the bargaining unit member).

If a member leaves employment from the district due to retirement, termination, or resignation before the end of the deductible year, the member shall reimburse the district 1/12th of the deductible amount contributed by the district for each month they left early. Reimbursement shall be made through payroll deduction. In the event payroll deduction is not enough to fully reimburse the district, the district may pursue all options necessary to receive full reimbursement from the employee and will hold the Association harmless in these matters.

In the 2024-25 school year, if an eligible bargaining unit member elects the MESSA ABC 1 plan, the Board shall contribute the annual deductible to the employee's Health Savings Account (HSA). The Board shall make 8/12ths of the annual HSA contribution on the first check run of January and the remaining 4/12ths of the annual HSA contribution on the first check run of September. Check runs are done every Thursday or on the Wednesday when a holiday falls on Thursday. It is understood that the contribution to the member's HSA is part of the district's hard cap contribution.

All medical benefit plan cost amounts in excess of the Board's contribution are the responsibility of the enrolled employee and shall be payroll deducted from his/her wages.

For any employee who does not select Plan A offered by the Board, the employee shall receive Plan B and \$5,500 annually (or \$458.33/monthly) as cash in lieu of insurance. The Board shall contribute 100% towards the cost of Plan B. In the case of husband and wife who are both employed in the district, one will take Plan A and one will take Plan B. The spouse who elects Plan B shall receive \$3,600 annually (or \$300.00/monthly) as cash in lieu as insurance. Any member, who elects Plan B, must attest in writing that they and their dependents have access to alternate health coverage through an alternate source, (such as a spouse's employer) and that such coverage is compliant with the Affordable Care Act.

Eligible bargaining unit members may select one of the following plans:

Plan A:

Medical Insurance: MESSA Choices II Saver Rx /\$10 OV
\$300/\$600 Deductible (In-Network)
(deductible may change per IRS rules)

Or

MESSA ABC 1
\$1650/\$3300 Deductible (In-Network)
(deductible may change per IRS rules)

LTD 66.67%

90 Calendar Day Modified Fill

4000 Maximum

Pre-existing Condition Waiver-Yes

Alcohol & Drug Abuse Care - Mental/Nervous

Freeze on Offsets-Yes

Two-Year Own Occupation

Cost of Living Benefits-No

Maternity Coverage

Delta Dental -70/70s/70 70% \$1500 (\$1000 Maximum class I, & II, & III Benefits)

Negotiated Life - \$20,000 AD+D

Vision - VSP 3 Plus 200 CL

Plan B:

LTD 66.67%

90 Calendar Day Modified Fill

4000 Maximum

Pre-existing Condition Waiver-Yes

Alcohol & Drug Abuse Care - Mental/Nervous

Freeze on Offsets-Yes

Two-Year Own Occupation

Cost of Living Benefits-No

Maternity Coverage

Delta Dental - 70/70s/70 70% \$1500 (\$1000 Maximum class I, & II, & III Benefits)

Negotiated Life - \$25,000 AD+D

Vision - VSP 3 Plus 200 CL

Part-time employees shall receive a pro-rata share of premiums. The remaining amount shall be deducted from the part-time employee's wages. The Association has the right to instruct the employer to make changes in coverage one time per contract year. This notification must be in writing and signed by the BCC ESP Executive Board.

SECTION VI SCHEDULES

6.1 SCHEDULE A

Salary Schedule 2024-2025

Step	BA	BA+20	MA	MA+15
01	\$44,000	\$46,200	\$47,700	\$48,900
02	\$46,400	\$48,600	\$50,100	\$51,300
03	\$48,800	\$51,000	\$52,500	\$53,700
04	\$51,200	\$53,400	\$54,900	\$56,100
05	\$53,600	\$55,800	\$57,300	\$58,500
06	\$56,000	\$58,200	\$59,700	\$60,900
07	\$58,400	\$60,600	\$62,100	\$63,300
08	\$60,800	\$63,000	\$64,500	\$65,700
09	\$63,200	\$65,400	\$66,900	\$68,100
10	\$65,600	\$67,800	\$69,300	\$70,500
11	\$66,350	\$68,550	\$70,050	\$71,250
12	\$67,100	\$69,300	\$70,800	\$72,000
13	\$67,850	\$70,050	\$71,550	\$72,750
14	\$68,600	\$70,800	\$72,300	\$73,500
15	\$69,350	\$71,550	\$73,050	\$74,250
16	\$69,850	\$72,050	\$73,550	\$74,750
17	\$70,350	\$72,550	\$74,050	\$75,250
18	\$70,850	\$73,050	\$74,550	\$75,750
19	\$71,350	\$73,550	\$75,050	\$76,250
20	\$71,850	\$74,050	\$75,550	\$76,750
21	\$72,350	\$74,550	\$76,050	\$77,250
22	\$72,850	\$75,050	\$76,550	\$77,750
23	\$73,350	\$75,550	\$77,050	\$78,250
24	\$73,850	\$76,050	\$77,550	\$78,750
25+	\$74,350	\$76,550	\$78,050	\$79,250

\$1,000 Stipend for National Board Certification as long as certification stays current.

Salary Schedule 2025-2026

Step	BA	BA+20	MA	MA+15
01	\$45,320	\$47,320	\$48,820	\$50,020
02	\$47,792	\$49,792	\$51,292	\$52,492
03	\$50,264	\$52,264	\$53,764	\$54,964
04	\$52,736	\$54,736	\$56,236	\$57,436
05	\$55,208	\$57,208	\$58,708	\$59,908
06	\$57,680	\$59,680	\$61,180	\$62,380
07	\$60,152	\$62,152	\$63,652	\$64,852
08	\$62,624	\$64,624	\$66,124	\$67,324
09	\$65,096	\$67,096	\$68,596	\$69,796
10	\$67,568	\$69,568	\$71,068	\$72,268
11	\$68,341	\$70,341	\$71,841	\$73,041
12	\$69,113	\$71,113	\$72,613	\$73,813
13	\$69,886	\$71,886	\$73,386	\$74,586
14	\$70,658	\$72,658	\$74,158	\$75,358
15	\$71,431	\$73,431	\$74,931	\$76,131
16	\$71,946	\$73,946	\$75,446	\$76,646
17	\$72,461	\$74,461	\$75,961	\$77,161
18	\$72,976	\$74,976	\$76,476	\$77,676
19	\$73,491	\$75,491	\$76,991	\$78,191
20	\$74,006	\$76,006	\$77,506	\$78,706
21	\$74,521	\$76,521	\$78,021	\$79,221
22	\$75,036	\$77,036	\$78,536	\$79,736
23	\$75,551	\$77,751	\$79,251	\$80,451
24	\$76,066	\$78,266	\$79,766	\$80,966
25+	\$76,581	\$78,781	\$80,281	\$81,481

\$1,000 Stipend for National Board Certification as long as certification stays current.

Salary Schedule 2026-2027

Step	BA	BA+20	MA	MA+15
01	\$46,680	\$48,680	\$50,180	\$51,380
02	\$49,226	\$51,226	\$52,726	\$53,926
03	\$51,772	\$53,772	\$55,272	\$56,472
04	\$54,318	\$56,318	\$57,818	\$59,018
05	\$56,864	\$58,864	\$60,364	\$61,564
06	\$59,410	\$61,410	\$62,910	\$64,110
07	\$61,957	\$63,957	\$65,457	\$66,657
08	\$64,503	\$66,503	\$68,003	\$69,203
09	\$67,049	\$69,049	\$70,549	\$71,749
10	\$69,595	\$71,595	\$73,095	\$74,295
11	\$70,391	\$72,391	\$73,891	\$75,091
12	\$71,186	\$73,186	\$74,686	\$75,886
13	\$71,982	\$73,982	\$75,482	\$76,682
14	\$72,778	\$74,778	\$76,278	\$77,478
15	\$73,573	\$75,573	\$77,073	\$78,273
16	\$74,104	\$76,104	\$77,604	\$78,804
17	\$74,634	\$76,634	\$78,134	\$79,334
18	\$75,165	\$77,165	\$78,665	\$79,865
19	\$75,695	\$77,695	\$79,195	\$80,395
20	\$76,226	\$78,226	\$79,726	\$80,926
21	\$76,756	\$78,756	\$80,256	\$81,456
22	\$77,287	\$79,287	\$80,787	\$81,987
23	\$77,817	\$80,017	\$81,517	\$82,717
24	\$78,347	\$80,547	\$82,047	\$83,247
25+	\$78,878	\$81,078	\$82,578	\$83,778

\$1,000 Stipend for National Board Certification as long as certification stays current.

SCHEDULE A

SPLIT GRADE/MULTI AGE COMPENSATION - \$600.00 PER SEMESTER

6.2 SCHEDULE B - EXTRA-DUTY PAY

If the Board shall assign and the teacher shall accept extra duties as listed in 6.2 Schedule B - Extra Duty, then the following salaries shall be paid in addition to the salaries set forth in the Annual Salary Schedule. It is expressly understood that a contract stipulating extra compensation for a teacher performing extra duties has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board to re-employ such teacher in a capacity other than a classroom teacher shall not be deemed a demotion within the provisions of Public Act 379 of Michigan Acts of 1965. A contract outlining expectations will be provided when the employee is hired for the position. If 2 teams are required in the Middle School, each coach will be paid at 4%. No additional compensation will be provided for extension of season.

ANNUAL ADVISOR

High School.....	5.5%
Middle School	3.0%

BASEBALL

Varsity.....	8.0%
Junior Varsity.....	6.0%
Middle School	4.0%

BASKETBALL

Head Boys	12.0%
Junior Varsity Boys	9.0%
Ninth Grade.....	8.0%
Seventh/Eighth Grades	6.0%
Head Girls	12.0%
Junior Varsity Girls	9.0%
Ninth Grade.....	8.0%
Middle School	6.0%

BOWLING	5.0%
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CHEERLEADERS

High School.....	10.0%
Middle School.....	4.0%

CLASS ADVISORS

Eleventh/Twelfth Grades.....	3.0%
Ninth/Tenth Grades.....	2.0%

CROSS COUNTRY (Boys/Girls)	
Varsity.....	8.0%
Middle School.....	4.0%
DEBATE/FORENSICS.....	5.0%
DRAMA/MUSICAL.....	8.0%
DRAMA/Middle School	3.5%
DRAMA/Elementary.....	3.5%
EXTRA-CURRICULAR CLUB.....	2.0%
*If a new club is proposed and approved by the administration, rate will be paid at 2%.	
FFA.....	5.0%
FOOTBALL	
Head Varsity	12.0%
Assistant Varsity.....	9.0%
Head Junior Varsity.....	7.0%
Assistant Junior Varsity.....	7.0%
Middle School	6.0%
GOLF	8.0%
HIGH SCHOOL EVENTS MANAGER.....	6.0%
HS INTERACT CLUB	5.0%
MS INTERACT CLUB.....	2.0%
LINKS PROGRAM ADVISOR	
Male.....	5.0%
Female.....	5.0%
MIDDLE SCHOOL EVENTS MANAGER.....	4.5%
NATIONAL HONOR SOCIETY.....	2.0%
ODYSSEY OF THE MIND	3.0%
ROBOTICS	
High School.....	8.0%
Middle School	6.0%
SCIENCE OLYMPIAD	6.0%
SKIING (Boys & Girls)	
Head Coach	8.0%
Middle School Coach.....	6.0%

SOCCER

Varsity Boys.....	8.0%
Varsity Girls.....	8.0%
Middle School	6.0%

SOFTBALL

Varsity Girls.....	8.0%
Junior Varsity Girls.....	6.0%
Middle School	4.0%

STUDENT COUNCIL

High School.....	5.0%
Middle School	4.0%
Elementary School.....	2.0%

TRACK

Head Co-Ed Combined.....	10.0%
Assistant (3)	6.0%
Middle School Boys.....	4.0%
Middle School Girls	4.0%

VOLLEYBALL

Head	12.0%
Junior Varsity.....	8.0%
Middle School.....	4.0%

WRESTLING

Head	12.0%
Assistant	8.0%
Middle School.	4.0%

*The Association agrees that the duties of the Athletic Director may be assigned to a person outside the bargaining unit.

The BCCEA and Board of Education agree to form an exploratory committee for the purpose of investigating how to reorganize Schedule B funding for future consideration. The committee shall be made up of up to three teacher representatives and up to three administrative/Board representatives with the Superintendent and EA President serving ex-officio.

6.3 SCHEDULE C - CO-CURRICULAR ACTIVITY PAY

INSTRUMENTAL MUSIC	13.0%
VOCAL MUSIC	8.0%
MENTOR TEACHER.....	\$500.00

6.4 YEARS IN SPORT OR ACTIVITY - LISTED IN SCHEDULES B & C

Years of experience in Sport or Activity	Step on BA Scale
0-3	1
4+	2

6.5 CALENDAR

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

Note: Inclusion of this language is required by Section 15 (7) of the Public Employment Relations Act.

APPENDIX A

Each school year representatives from the school board and the BCCEA shall meet to discuss retirement incentive plans.



COMMITTEE REPORT FORM

Committee Name: _____ Meeting Date: _____

Chairperson Name: _____ Time: _____

Members Present:

Members Absent:

Agenda Topics:

Discussion/Action:

Recommendations:

Next Meeting Date: _____