

Boyne City Public Schools

MASTER CONTRACT

between

**THE BOYNE CITY BOARD OF
EDUCATION**

and

**BOYNE CITY EDUCATION
ASSOCIATION-NORTHERN MICHIGAN
EDUCATION ASSOCIATION-MEA-NEA**

2025-2026 & 2026-2027



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PREAMBLE

This Agreement is entered into by and between the Board of Education of the Boyne City School District, hereinafter called the "Board" ~~and the Northern Michigan Education Association~~ **Boyne City Education Association-Northern Michigan Education Association-MEA-NEA**, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing an ever-improving quality education for the children of the Boyne City School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

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

WHEREAS, the parties, following extended and deliberate professional negotiation, have reached certain understandings which they desire to record.

In consideration of the following mutual covenants, it is hereby agreed as follows:

SECTION ONE

CONTRACTUAL PROVISIONS

Section 1.1 RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, as amended, for **K-12 certified** teachers both on tenure and probation, employed ~~or~~ by the Board but excluding supervisory, administrative, and executive employees, adult education teachers, social worker, nurse, athletic director, ~~and~~ any person engaged not less than 1/3 of the time in the administration or supervision of teachers, **substitute teachers, third-party contractors, and all other employees. "Certified" shall be defined as the requirement to hold all certificates, licenses, endorsements, and approvals required by law and/or the Michigan Department of Education to serve in the position assigned.** The term "Teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. The term "Board", when used hereinafter in this Agreement, shall refer to the Board of Education of the Boyne City Public Schools and, where appropriate, its executive and administrative employees and agents. When applicable, pronoun and relative words shall be read as plural, feminine or neuter, respectively.

While the contract defines the scope of the BCEA contract as BCPS K-12 teachers/guidance school counselors, a position of BCPS Early Learners Special Education preschool teacher will remain under this K-12 agreement.

Section 1.2 EXCLUSIVE AGREEMENT

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

Section 1.3 REPORTING OF EMPLOYMENT INFORMATION TO THE ASSOCIATION

- A. The Board shall provide to the Association, upon request of the Association, updated employment status information to include salary, full-time/part-time status as well as insurance status/changes for all employees covered in the recognition clause above.
- B. The Association agrees to indemnify and save the Board, the Boyne City Public Schools, including each individual school board member and the Board's executive administrative employees, harmless from any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this section of the Master Agreement.

Section 1.4 GRIEVANCE PROCEDURE

- A. 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 Section:

1. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule;
2. Any matter for which there is recourse under State or Federal statutes.
3. Any prohibited **or illegal** subject of bargaining.

It is expressly understood that the Grievance Procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

- B. The Association shall designate one representative and may designate one alternate per building to handle grievances when requested by the grievant. The Board designates the principal of each building to act as its representative at Level One and the superintendent **or and** the Bargaining Unit Member's designated representative to act at Level Two.
- C. The term "days" shall mean days in which school is in session, except during summer break when "day" shall refer to actual days of the week, excluding legal holidays.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants
 2. It shall be specific
 3. It shall contain a synopsis of the facts giving rise to the alleged violation
 4. It shall cite the Section or subsections of this contract alleged to have been violated
 5. It shall contain the date of the alleged violation
 6. It shall specify the relief requested

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

E. Level One:

A teacher alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence or within ten (10) days after the teacher or group of teachers has knowledge thereof orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within ten (10) days of the oral discussion with the building principal, the teacher shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

Level Two:

A copy of the written grievance shall be filed with the Building Principal ~~or~~ and the Bargaining Unit Member's designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the association. Within ten (10) days of receipt of the grievance, the Building Principal ~~or~~ and the Bargaining Unit Member's designated agent shall arrange a meeting with the grievant and/or the designated association representative, at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion, the Building Principal ~~or the Bargaining Unit Member's designated agent~~ shall render ~~the Bargaining Unit Member's~~ a decision in writing, transmitting a copy of the same to the grievant and the association ~~secretary~~ president.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within ten (10) days appeal same to the Superintendent by filing such written grievance with the Superintendent along with the decision of the Building Principal, if available.

The Superintendent shall render his/her decision in writing to the grievant and Association within ten (10) days of receiving the written grievance. If no decision by the Superintendent is made available to the grievant within ten (10) days, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within ten (10) days appeal same to the Board of Education by filing such written grievance with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled board meeting along with the decision of the Superintendent, if available.

Level Three:

Upon proper application as specified in Level Two, the Board shall allow the teacher or the Bargaining Unit Member's association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more

than one (1) month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Building Principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

Level Four:

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board file a demand for arbitration with the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association. This Section shall not be construed to preclude the Board and Association from mutually selecting an arbitrator within the aforementioned ten (10) day period.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. The arbitrator shall have no power to establish salary scales or to change any salary.
 - c. The arbitrator shall have no power to change any practice, policy or rules of the Board nor substitute the arbitrator's judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. This exclusion shall not bar the arbitrator from determining if such practice, policy, rule or action has resulted in a violation of the Agreement.
 - d. The arbitrator 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.
 - e. The arbitrator shall have no power to interpret state or federal law.

- f. The arbitrator shall not hear any grievance previously barred from the scope of the Grievance Procedure.
 - g. No arbitrator shall have the power or authority and no jurisdiction over matters within the exclusive jurisdiction of Courts and/or State and Federal agencies. In the event that a case is appealed to the arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - h. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - i. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - j. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed unless a monetary issue is the result of the settlement. In no event shall an award or settlement be retroactive earlier than September 1, 1981.
- F. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.
- G. Should a teacher or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed **and will be considered withdrawn without precedent or prejudice**. Should a teacher or the Association fail to appeal a decision within the time limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of the **Bargaining** Unit Member's employment), all further proceedings on a previously instituted grievance shall be barred **and the grievance shall be considered withdrawn without precedent or prejudice**.
- H. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without the Bargaining Unit Member's or their express approval in writing thereon, except the Association shall have the right to initiate a grievance if the alleged contract violation could impact other bargaining unit members. However, if a grievance is initiated by the Association, no monetary award resulting from the grievance shall apply to a teacher or group of teachers who did not give express approval in writing prior to the initiation of the grievance.

- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating association representative is to be at their assigned duty stations.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution. Any claim or grievance arising after the expiration or any extension of this Agreement shall not be subject to Level Four of the Grievance Procedure.
- L. If the grievance is satisfactorily resolved at any level, action on the grievance shall terminate.

Section 1.5 NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement, upon request by either party to the other. The parties undertake to cooperate in arranging meetings within 30 days of receipt of notice, setting forth generally the subject not specifically covered, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Contract negotiations shall commence ~~each year hereafter~~ by a notice mailed or delivered by the Association to the Board on or before March 1st setting forth at the end of the contract term, without limitation, the request of the Association for items to be negotiated.
- C. In any negotiations described in this Section, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke ~~the mediation through machinery of~~ the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

SECTION TWO

EMPLOYMENT RELATIONSHIPS

Section 2.1 ASSOCIATION AND TEACHER RIGHTS

Pursuant to Michigan Public Employment Relations Act, as amended (PERA), the Board hereby agrees that every teacher shall have the right freely to organize, join and support an association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. 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 Michigan Public Employment Relations Act, as amended (PERA) or other laws of Michigan or the Constitution 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 the Bargaining Unit Member's membership in the Association or collective professional negotiations with the Board, or the Bargaining Unit Member's institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

Section 2.2 PLACEMENT OF TEACHERS

Definitions:

A.Vacancy:

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unassigned including newly created positions, as well as such positions currently assigned which the district intends to assign in the future for a period of thirty (30) or more school days.

B.Transfer:

A transfer shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in K-5, (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc

C.Voluntary Transfer:

A request for a transfer may be made if there is a posted vacancy. The request will be in writing to the Superintendent and building principal, with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted

unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The District shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

System-wide transfers, to a vacancy, upon request of a teacher shall be given preference based upon the following criteria:

1. Employees awarded the position must have at least seventy-five percent (75%) of the year-end evaluations as bargaining unit employee rated as “highly effective” or “effective”. In the event no internal employee meets this criterion, then this requirement shall not apply.
2. Qualification as defined in Section 2.6.
3. Seniority in the system **if** after other stated criteria are evaluated, there is a tie among equally qualified teachers.

All applications pursuant to a posted vacancy herein above shall be filed by the teacher by sending an email to Superintendent and building Principal, with a copy to the Association.

The responsibility of determining qualifications of the teacher shall be an Administrative function.

D. Involuntary Transfers:

Involuntary transfers may be affected only for reasons that are not arbitrary or capricious. Thirty (30) days’ notice of the intention **of to** transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. Reasons for involuntary transfer includes only cause reasons (but not limited to) involving the individual’s performance, or as part of a necessary reduction of force, or to maintain the continuity of instructional delivery and curriculum in the classroom, classroom management or professionalism; as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of **the** staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

1. Before any position in the bargaining unit is filled by transfer or recruitment, a notice shall be posted by email to all teachers**s**, of the position and general qualifications via school email for the period of ten (10) days. The terms “days” as used herein shall mean days in which school is in session, except during summer break when “days” shall refer to the actual days of the week, excluding legal holidays.

In the event that less than ten (10) school days constitute posted notice, an officer of the Association shall be personally notified of the posted notice

simultaneously with posting. Notice shall be posted before recruiting commences.

2. A teacher may not be required to accept the transfer without being consulted and given identified reasons as to why such transfer is necessary.

Section 2.3 BUILDING FACILITIES

- A. The Association and its members shall have the right to use the school building facilities at all reasonable hours, when not conflicting with the duties of the employees, for business meetings upon previous arrangements with the building principal. The Association and its members shall have the right to use school equipment, machines, communication devices, and interschool mail, for association purposes. The cost of unusually large volumes of copies may be borne by the Association.
- B. The Board shall make available in each school adequate restroom facilities exclusively for the teachers' use. At least one room, appropriately furnished with a telephone, shall be reserved for use as a faculty lounge. After the current construction project is completed, the Board shall make available a designated parking area for staff only. No tobacco use and/or vaping shall be permitted on any property owned or leased by the School District.

Section 2.4 STATISTICAL INFORMATION

- A. Designated Association representative will be given a complete listing of all bargaining unit staff that include the following:
 1. First, middle and last name.
 2. Start date of employment in the current bargaining unit.
 3. FTE, step, lane placement with annual salary (Based contractual wage or Schedule A only).
 4. Assigned location.
 5. Employee identification number (if applicable).
 6. Name of position.
 7. Work email address and personal email address.
 8. Home mailing address.
 9. Home and cell phone number.
- B. The above listed information shall be provided via a shared document. The Association President or designee shall have continuous access and the ability to download and print the information.
- C. Designated Association representatives shall be given, via shared document, the

same information detailed in Section A above within five (5) business days of any new hires of bargaining unit members that occur throughout the year.

D. Termination of employment by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via shared document no later than five (5) business days after the member's last day of employment.

The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, payroll record information of personnel involved in the contract according to classifications and increments, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs. On or before the end of the first semester the Board shall furnish to each teacher a statement setting forth the contracted salary, years of experience, accumulated sick leave and number of days of personal leave credit, if any, and any additional informative information desired by the Board.

Section 2.5 PERSONAL RIGHTS

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or the attention of the Board unless it interferes or affects the job performance of the teacher or his/her action are criminal in nature.

Section 2.6 ~~NOTIFICATION OF ASSIGNMENTS~~ QUALIFICATIONS AND ASSIGNMENTS

The association recognizes the Board's right to assign teachers to particular positions within the District. The parties also recognize the importance of teacher preparation to the education of the District's students. In order to enhance teacher participation, but without hindering the District's right to assignment, the parties agree that tentative teaching schedules shall be communicated in writing or digitally ~~before July 1st of every year~~ **on final day of school**. When changes in a teacher's schedule are made, the Administration will provide time for the teacher to prepare before commencement of the course. The Association shall be notified in each instance.

Since pupils are entitled to be taught by teachers who are certified and/or qualified to be working within their area of certification/qualification, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

The term "qualified" means the teacher is able to perform all of the needed duties for the position and has appropriate "certification or state-approved qualification" with either a major or minor endorsement in the area to which the staff member is assigned.

Non-certified teachers employed in accordance with the current school code shall be considered to be qualified for that assignment.

A. Teacher must be fully qualified for all aspects of their assignment, as determined by the Board, based on documentation on file with the Superintendent's office, consistent with RSC 1249, including:

- I. Compliance with applicable state or federal regulatory standards, including standards established as condition to receipt of foundation, grant, or categorical funding;
- II. Credentials needed for District, school, or program accreditation;
- III. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
- IV. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of **that** training instruction in a meaningful way;
- V. Disciplinary record, if any;
- VI. Length of service in a grade level(s) or subject area(s);
- VII. The recency of relevant and comparable teaching assignments;
- VIII. Previous effectiveness ratings;
- IX. Attendance and punctuality;
- X. Rapport with colleagues, parents, and students;
- XI. Compliance with state and federal law;

B. Tentative teaching schedules shall be posted before final day of school every year. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly. When changes in a teacher's schedule are made, the Administration will provide adequate time for the teacher to prepare before commencement of the course. The Association shall be notified in each instance.

Section 2.7 NOTIFICATION OF BOARD POLICY AND PROCEDURE

Any adopted Board policy and procedures that impact teacher working conditions (inclusive of amendments) will be promptly provided to the teachers within fifteen (15) days of the Board approval of meeting minutes where such action was taken.

Section 2.8 TEACHER EVALUATION, PERSONNEL FILES AND RECORDS

A. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
2. An evaluation of the teacher's job performance with timely and constructive feedback.
3. Clear approaches to measuring student growth with relevant data on student growth.
4. Multiple rating categories that take into account student growth and assessment data mutually agreed upon by the evaluator and teacher.
5. The use of student growth and assessment data as 20% of the year-end evaluation determination.
 - a. The student growth and assessment data shall consist of measurable, long-term academic goals set for students that utilize available data as determined by annually by the evaluator and teacher.
 - b. By mutual agreement, the evaluator and teacher, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
 - c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

B. Process

1. Classroom observations that are intended to ~~assistant~~ assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. The teacher shall be notified no later than thirty (30) days after the first day of the teacher's contract, who the administrator will be that conducts their year-end evaluation.
 - b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the ~~sate~~ state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teacher's will only be required to daily submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this section.
 - c. A classroom observation must include a review of pupil engagement in the lesson that is observed.
 - d. The observation shall be between fifteen (15) and fifty-five (55) consecutive minutes.

- e. There shall be notice of at least one planned observation date given to the tenured and non-tenured teachers (if not on an improvement plan or rated in the previous year “developing or needing support”) at least two (2) school days prior to the observation.
 - f. Feedback on observations will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. Using the online evaluation tool, teachers will be able to review evaluator feedback prior to or during the post observation meeting. By mutual agreement, evaluator and teacher may opt out of the in-person meeting if written communication is sufficient for both parties. Both parties are encouraged to meet after one of the observations in each school year.
 - g. There shall be at least two (2) observations of a teacher in each school year the teacher is evaluated that are conducted at least 30 calendar days apart; unless the teacher is probationary, and/or teacher has an improvement plan or rated in the previous year “developing” or “needing support”. In the case observations will be minimally 10 days apart. The first observation shall occur no later than December 15 of each school year, unless otherwise agreed upon by the evaluator and teacher due to unusual circumstances.
 - h. Teachers may request additional observations from the evaluator.
2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”, “developing”, or “needing support”.

The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than June 1 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed “effective” per the year-end evaluation determination.

3. Teachers who work less than sixty (60) days in any school year, or who have their evaluation results vacated through the grievance procedure or are otherwise not evaluated due to the extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive a rating of “unevaluated”.
4. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every bi-annually thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years. A change of teacher placement greater than one grade level above or below may require an

evaluation.

5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or probationary teachers shall be provided the following:
 - a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
 - b. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.
 - c. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
 - d. A mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating to the district's Superintendent. Such request must be made in writing within fifteen (15) calendar days after the teacher is informed of the rating and a meeting with the Superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within 15 calendar days after the meeting.
 - b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the Superintendent.

- ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

c. **A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Section 1.4.**

2. Training on evaluation system, tools and reporting forms:

- a. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting system and other important components of the year-end evaluation process.

D. Each teacher shall have the right to review the contents of their own personnel file with a second party present. Each teacher's personnel file shall contain the following minimum items of information when available:

- required medical information if permitted by law
- teacher evaluation reports
- copies of annual contracts
- record of teacher's certificate
- letter of recommendation
- letters of commendation (if any)
- an up-to-date transcript of academic record (to be furnished by the teacher)
- record of voluntary extra-curricular activities and committee service as provided by the teacher.

E. No statement or anecdotal information which reflects negatively on the teacher's competence or performance may be placed in a personnel file without notification to teacher within ten (10) days of occurrence and without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

1. Any such material, which is found to be in error or unrelated to a teacher's performance (provided cause is shown), shall be promptly corrected or expunged, whichever is appropriate.
2. Complaints against the teacher shall be put in writing with the names of the complainants, administrative action taken, and remedy clearly stated.
3. The teacher may submit a written notation within thirty (30) business days regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in the bargaining member's file, such signature shall not be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file.

4. After successful completion of two (2) years of satisfactory employee performance, an employee may request that all documents which reflect negatively on the teacher's competence or performance as stated above may be expunged from the employee's personnel file. This shall be subject to Superintendent's sole discretion.
- F. If a Freedom of Information Act (FOIA) request is received for a teacher's personal file or personnel file information, the teacher will be notified within 24 hours of the request when it is received by an administrator. The Board will take the maximum time allowed by the FOIA to comply with the request. The purpose of this is to allow the teacher the opportunity to review the material and determine if legal action is warranted on the Bargaining Unit Member's part.

Section 2.9 SENIORITY

- A. Seniority is defined as unbroken service as a teacher in the Boyne City School District. Leaves of absence, with or without pay, are not to be considered a break in service. Time spent on leave will be prorated for seniority purposes when leave time exceeds fifty percent (50%) or more of an academic calendar year. Employees on laid off status will not accrue seniority credit during lay off period, but shall have the Bargaining Unit Member's seniority service credit frozen during such period. This new practice for calculating seniority shall commence on Sept 1, 2014 with no retroactive loss of seniority to currently employed Association members as a result of initiating this process.
1. Newly earned seniority credit, commencing on September 1, 2014, will be calculated on a yearly basis and added to that service credit earned prior to September 1, 2014.
 2. A seniority list shall be maintained by the school district. Teachers shall be ranked in order of seniority with date of hire by the District clearly identified.
 3. The Board shall provide a current year seniority list to the Association on an annual basis no later than September 15th. The Association has ten (10) school days following September 15th to bring any discrepancies to the Board's attention for correction.
 4. Seniority for new hires will be determined by placement on the board agenda and said placement will be determined by a random draw conducted by representatives of the Board and witnessed by representatives of the Association when there is more than one member with the same date of hire.
 5. Seniority right shall be lost by the teacher if the teacher does not return within ten (10) working days when the Bargaining Unit Member is recalled from layoff.
- B. It shall be the duty of the teacher on layoff to provide their current mailing address to the Board.

Section 2.10 BOARD AND ADMINISTRATIVE RIGHTS

The Northern Michigan Education Association recognizes that 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 Constitution and by the statutes of the State of Michigan, particularly the Michigan School Code, and by the Constitution of the United States, including, but without limiting the generality of the right to establish policy for the executive management and administrative control of the school system, its properties, its facilities and its personnel, as well as the methods and means necessary to the proper execution of the foregoing obligations, provided that such rights shall be exercised in conformity with the provisions of this Agreement.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School laws or any other federal, state, county, district or local laws or regulations as they pertain to education. Assignments to teaching vacancies and determining qualifications are administrative functions.

Section 2.11 SCHOOL COMMITTEES

- A. The involvement of professional staff members on various school committees is recognized by the Association and Board as important to the overall effectiveness of the educational programs for the children of the community. Further, the parties recognize that the involvement of members of the community, in conjunction with professional staff, is important and necessary.
- B. Professional staff member participation on the various school committees (building and/or District) shall be voluntary.

Section 2.12 NON-DISCRIMINATION

The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or marital status or membership in, or association with the activities of any employee organization. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity for all pupils.

Section 2.13 STUDENT TEACHING ASSIGNMENTS

Supervision by a teacher of a student teacher shall be voluntary. A teacher shall receive special compensation for such efforts equal to the amount which the school is reimbursed by the sponsoring university. Student teachers shall not be used as substitute teachers.

Section 2.14 MENTOR TEACHERS

- A. Bargaining unit mentor teacher positions shall be developed on an as-needed basis and in accordance with Revised School Code to function as an advisor/resource person to probationary teachers by the employer according to the following guidelines:
1. Such mentor teachers shall be voluntary tenure teachers.
 2. A bargaining unit mentor teacher shall serve on a voluntary basis and shall work with probationary teachers from a related area of expertise, responsibility or experience.
 3. A bargaining unit mentor teacher may have release time as approved by the Bargaining Unit Member's principal to use to observe or otherwise be available to the probationary teacher assigned.
 4. The mentor teacher shall not be expected to act in supervisory capacity over a probationary teacher. The mentor teacher shall not be required to provide information for use in such administrative functions regarding the probationary teacher assigned.
 5. The mentor teacher shall assist the probationary teacher in planning with the administration, fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher.

Such professional development may include the experiencing of effective practices linked in university professional development schools, ISD and regional seminars conducted by master teachers and other mentors regarding proper classroom management and instructional delivery methods.

6. A mentor teacher may not continue in that position from year to year unless requested to do so by the principal. The probationary teacher involved shall have input into this process.
 7. By mutual agreement between the Association, teacher and Board, a teacher who has been assigned to an area that the Bargaining Unit Member has not been teaching in for more than seven (7) years, shall be given the opportunity to be assigned a mentor for a one (1) year transition period."
- B. Mentor teachers shall be paid two hundred and fifty dollars (\$250.00) per semester, to be paid at the conclusion of the school year. Mentors are expected to perform the following duties:
1. Spend approximately 45 minutes of planned time with the assigned probationary teacher twice a month. This time includes weekly in person or telephone contacts and, if the teacher is having difficulty, impromptu contacts.
 2. Document all dates of conferences, personal contacts and classroom visits with the assigned teacher in a conference log, which is to be provided to the principal at the end of the school year.
 3. Suggest current research, provide insight and suggestions for improving instruction in both the probationary teacher's subject area and in classroom management strategies.

4. At least one planned classroom visit each semester in the probationer's room for observation/input. The administration will provide the mentor with release time for this purpose upon request.
5. Help the probationary teacher select appropriate in-service days that meet the state guidelines as above (currently fifteen days in a three year period).
6. Attend recommended training as approved by the building principal to aid in the professional development of probationary teachers. All costs for such training shall be paid by the school district.

Section 2.15 HIGHLY QUALIFIED TEACHERS

When a bargaining unit member is requested by the Board to pursue additional certification, the Board shall pay related expenses for pursuit of this additional certification, inclusive of tuition, textbooks, and any related lab or equipment fees.

Section 2.16 REDUCTION AND RECALL OF PERSONNEL

A. In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the teachers in a given subject area, field or program or eliminate or consolidate positions, the Board shall notify the teacher to be laid off thirty (30) calendar days in advance of **implementation the first contract day of next school year**, and thereafter the Board shall follow the procedures list below.

Teachers not holding a regular Michigan provisional, permanent, life, continuing or qualified certificate will be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.

If further reduction is necessary, Section 1248 of the RSC will be followed:

- A. Staffing the curriculum with effective and qualified teachers to instruct the applicable courses, grades, and school schedule.
- B. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, District criteria and job descriptions, and other applicable statutes and regulations.
- C. Teacher placement decisions must be made based on classroom effectiveness criteria established in Revised School Code Section 1249.
- D. Teachers must be fully qualified for all aspects for their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
 - a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - b. Credentials needed for District, school, or program accreditation;

- c. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
- d. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
- e. Disciplinary record, if any;
- f. Length of service in a grade level(s) or subject area(s);
- g. The recency of relevant and comparable teacher assignments;
- h. Previous effectiveness ratings;
- i. Attendance and punctuality;
- j. Compliance with state and federal law;

B. For purposes of this article, Sections A.1.: Fully qualified and fully certified teachers shall be defined as teachers who have earned an appropriate provisional, continuing, life, permanent, or professional teaching certificate with a major or minor endorsement in the subject area to which the staff member is assigned; and is able to perform all of the needed duties for the position.

C. Seniority is defined as unbroken service as a teacher in the Boyne City Public Schools. Leaves of absence, with or without pay, and absences due to layoff are not to be considered a break in service. Time spent on leave or laid off status will not count toward continuous time and seniority.

1. Seniority will be calculated on a yearly basis. The annual calculation for yearly seniority will be based upon the number of days paid for the percentage of a day worked (i.e. # of days worked ÷ # of total yearly workdays × the percentage of a contracted workday.) Any day or part of a workday that a person does not receive school district contract salary will result in the loss of seniority [i.e if an otherwise full time teacher takes one (1) unpaid day during a school year the resulting yearly seniority would be 0.995 year (183/184)]. Yearly seniority will be rounded to three decimal places. No person can gain more than one (1.000) year of seniority in any given school year.
2. A seniority list shall be maintained by the school district. Teachers shall be ranked in order of seniority. Accompanying the name of each teacher shall be listed the teacher's certification and endorsements.
3. The Board shall provide a current year seniority list to the Association no later than thirty (30) days following the ratification of this agreement, and by every October 1st, thereafter. The Association has ten (10) school days to bring any discrepancies to the Board's attention or correction.
4. Seniority for new hires will be determined by placement on the board agenda and said placement will be determined by a random draw. A union representative shall be a witness to the drawing. This will apply to all new hires as of June 1, 2007.
5. The Board shall use the seniority list, including any new hires, from the previous school year to determine layoffs.

D. Recall- in the event of layoff, the Board will institute a recall procedure which will be in inverse order of the above layoff procedure provided that the teacher to be recalled are fully certified and fully qualified for the restored or vacant positions. The right to be recalled shall be limited to a term of three (3) teaching calendar years including the current calendar year described in 2.10 A. above, provided however, upon written request a teacher may request on or before August 31st of the third and successive years, and the Board may grant additional yearly

extensions to said three year termination date. It shall be the duty of the teacher on layoff to provide their current mailing address to the Board.

- E. Seniority right shall be lost by the teacher if the teacher does not return within ten (10) working days when they are recalled from layoff.
- F. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed under this Master Agreement. However, immediately after notification of layoff, a laid off employee may invoke COBRA rights.

TENTATIVE AGREEMENT

SECTION THREE

TEACHING CONDITIONS

Section 3.1 ACADEMIC OBJECTIVITY

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school, and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

Section 3.2 STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline, both in the classroom and in the performance of other duties. The Board will give all reasonable support and backing of teachers with respect to the maintenance of control and discipline when teachers conform **with applicable law to the School Code** and board policy. Whenever it appears as a result of a student's behavior that the Bargaining Unit Member requires the attention of counselors, social workers, or law enforcement officials, etc, the administration shall coordinate such help in accordance with board policy. In cases where such help does not appear to remedy the situation, the administration shall work with the teacher to relieve the situation through appropriate means according to board policy. This provision is subject to such limitations or restrictions as may be imposed by Statute or regulations adopted or promulgated by the Michigan Department of Education or its Superintendent.
- B. Teachers shall exercise reasonable care with respect to the safety of pupils and property and shall follow the School Code and Board policy as to **staff interactions with students Corporal Punishment**. The Board will provide liability insurance protection to cover both Board and teachers, **subject to policy exclusions**.
- C. Time lost by a teacher in connection with any incident mentioned in this **article section** shall not be charged against the teacher; provided, the Board in its exclusive discretionary determination concludes that said incident is not attributable due to the neglect, act or omission of such teacher.
- D. **To the extent permitted by law, Serious** complaints by a parent, guardian or a student concerning the professional competence of an individual teacher shall within five (5) school days be called to the said teacher's attention. A record of complaint shall not be placed in the teacher's personnel file unless the actual complaint contains the name of the informant.
- E. Board policies and Parent/Student Handbooks will be posted on the BCPS website at all times.

- F. A teacher may direct a pupil to report to the Building Principal's office when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom an intolerable detriment to the learning environment.

In such cases, the teacher will furnish the principal, as promptly as the Bargaining Unit Member's teaching obligations will allow, full particulars of the incident. Based on the particulars of the incident as reported and the administrative investigation of the matter, the building principal shall deal with the student in accordance with board policy.

Further, the teacher may request a meeting with the building principal and/or other professional staff members to discuss the elements of a plan to be implemented by the teacher to successfully work with the student in the classroom setting. The teacher and principal will work together for its implementation.

- G. No teacher shall be mandated to train for the purpose of carrying weapons on school property or be required to carry a weapon on school property.

Section 3.3 INSTRUCTIONAL MATERIALS

The Board recognizes that appropriate texts, library facilities, maps, globes, laboratory equipment, current periodicals, standard tests, questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.

Section 3.4 TEACHING HOURS AND SCHOOL CALENDAR

- A. The teacher school year shall include student instructional days/hours as legislatively mandated. This time may be adjusted each year provided there is mutual agreement by the parties.
1. Ten (10) minutes of assignable duty time immediately prior to the first reporting time for students.
 2. Ten (10) minutes of assignable duty time immediately after the last dismissal time for students.
 3. On days before a scheduled legal holiday the teacher school duty day terminates with the departure of the last bus leaving the teacher's assigned building.
 4. Building meetings will be held once a month and will be forty-five (45) minutes in duration. Scheduling will be flexible as needed and determined by the **Building School Improvement Team BSIT-team** and administration. Participation can be flexible with meeting in person or remotely. This time shall be scheduled in each building for teacher meetings, department, grade level meetings, curriculum, professional (PD) activities, or making connections. When meeting in person, staff will have the ability to request from administration the option to meet remotely due to extenuating circumstances.

5. Parent Orientation will be held in the fall of the school year and will be a maximum of one and one half (1-1/2) hours in duration. The date for parent orientation will be set by June 1st of the previous school year.
 6. Teachers will be expected to treat attendance at planned meetings as contained herein as contracted attendance days. Teachers may be prior excused through approval of the superintendent for absence due to extenuating circumstances. Co-curricular activities of teachers (e.g. coaching, sponsorships, and other such activities) shall not be considered as justification for absence without prior approval of the superintendent. Such activities/meetings should be scheduled so as not to conflict with each other.
 7. High School and Middle School Counselors will work the same amount days and hours as classroom teachers. However, per mutual agreement between the counselor and the Bargaining Unit Member's building principal, the workday may be occasionally adjusted in order to allow for flexibility in providing services to students and parents. Such flex days shall be scheduled in advance on a quarterly basis as mutually agreed upon by the counselor and the Bargaining Unit Member's principal.
 8. The District shall provide class lists to every teacher at least two (2) weeks prior to Open House. The parties agree that modifications may be made by administration at any time during the school year. The parties also agree that the class lists shall not be shared publicly until directed to do so by the principal.
- B. The instructional school day for teachers and students shall be the same. The instructional school day shall begin with the first reporting time for students and shall end with the last dismissal time for students. Within the instructional school day, in conjunction with the school calendar, all state-required clock hours for instruction shall be scheduled. Further, the parties agree that certain elements shall be maintained within the school day. These include:
1. Teachers shall have a minimum of a thirty (30) minute duty free lunch time including passing times.
 2. Preparatory time for teachers at the high school and middle school, at grade levels which are similarly scheduled, shall be equal in length to one class period. No teacher shall be required to bank prep time. Decisions to do so shall be on a voluntary basis only. The administration will make every reasonable effort to schedule traveling teachers in a way that minimizes the impact on their preparatory time.
 3. Preparatory time for regular classroom teachers in other grades shall be provided when students are scheduled to be instructed in foreign language, art, music, computers or physical education by a support teacher. This time for regular teachers, special education teachers and specials teachers (i.e. art, music, computers, foreign language and physical education) shall be at least equivalent to two hundred twenty-five (225) minutes per week in increments no shorter than twenty (20) minutes in length when possible. However, should such programs be cut, the parties agree to meet and bargain, in good faith, in an effort to find alternatives that would provide at least two hundred twenty-five (225) minutes of prep time per week for elementary teachers. When the scheduling of special events and activities (such as holiday programs, spring musicals, and end of the year field days) interfere with the regularly scheduled preparatory time of elementary teachers, the

elementary management team shall meet to adjust the schedule in a way that the impact is shared across grade levels.

4. The Board retains the right to alter existing class periods within the framework of the defined instructional day. Proposals to alter existing class periods shall be reviewed with the Association prior to implementation. When changes are made in delivery of programs, such as schedule and terms for assessment, a committee made up of administration and faculty representatives, chosen by the Association, shall determine criteria and evaluate the effectiveness of such changes. This evaluation shall take place within a time period determined by the committee to best assess the merits of continuation or termination of such program.
5. A teacher who teaches less than a full schedule of classes shall receive pro-rated prep time based upon the amount of time the teacher is scheduled each day to teach.
- C. The Board may request a block of up to five (5) **such** summer professional development days. In the event that a teacher volunteers to participate in such professional development days, the teacher will be paid at \$40 per hour.
- D. The school instructional calendar for **2022-2023, 2023-2024 and 2024-2025 2025/2026 and 2026/2027** shall be 180 days, in accordance with student contact hours/days as assigned by the State of Michigan or as otherwise needed to meet the requirements imposed by law. Included as part of the 180 days of student instruction will be:
Half days:
 1. for evening parent/teacher conferences - the day before Thanksgiving
 2. for afternoon parent/teacher conferences in the fall
 3. for Good Friday (when applicable)
 4. records day on the last student day of school
 5. for afternoon parent/teacher conferences in the spring
 6. **The last Friday of the first semester will be one half-day for students and one full day for staff. The afternoon "Data Day" could consist of the following:**
 - a. **Completing report cards; making comments on report cards**
 - b. **Reviewing district required data**
 - c. **Reviewing intervention data**
 - d. **Creating Tier II and Tier III intervention groups**
 - e. **Grading semester tests/reading and grading essays**
 - f. **Collaborating with members on findings from data**
 - g. **Modifying accommodations on IEP's and sharing with current or new teachers for the second semester**
 - h. **Review student placements for second semester**
- E. Five (5) additional full days shall be scheduled for all teachers.
 1. One (1) for teacher orientation/professional development.
 2. Four (4) for full day professional development.
 3. **Staff shall have at minimum, four (4) hours in their classroom during the two (2) summer PD days before the first day of school. Administration will ensure at least**

three (3) hours will be on one (1) of these days and the other one (1) hour will be the other day of PD before school starts.

F. Professional Development (PD) Total Hours

1. After school PD = 3 hours administration organized time. Building School Improvement Team (BSIT) in August will choose the dates of two 1.5-hour PD during the school year.
2. 13.5 hours of Flex PD with the same expectations/process as in past years.
3. 4 in-person days of PD, per the agreed calendar.
4. BSIT will need to continue to be a collaborative process that helps drive the decisions of building-wide PD along with administration
5. 42.5 hours of total PD each year minimum

G. It is understood that teachers shall not be required to report for work on days in which school has been canceled due to inclement weather or other unforeseen circumstances of an emergency nature. It is also understood that on days during which school is canceled (due to inclement weather) while in session, that teachers may leave fifteen minutes after students have boarded their buses. The Board shall not alter the school calendar in an effort to make up these days unless required to do so by State law, by the **State Board of Michigan Department of Education**, or to meet the minimum state required clock hours of student instruction as provided in Section 3.4. The parties will mutually agree to such scheduling of days. If mutual agreement cannot be reached, required student days will be made up on consecutive week days following the last scheduled student day. The rescheduling of such days shall not entitle employees to additional compensation.

~~H. Teachers may schedule parent-teacher conferences in a virtual format. Teachers will have nine and one half (9.5) hours of conference availability for parent-teacher conferences prep time to support the conferencing process in this window using a virtual format. Teachers may schedule conferences up to two weeks before the parent-teacher conference window but not after. Hours to support conference efforts can include:~~

- ~~1. Scheduling of conferences~~
- ~~2. Holding conferences~~
- ~~3. Planning and preparation for conferences~~
- ~~4. Collaborative or individual efforts to support instruction and student interventions~~
- ~~5. Post-conference planning and communication to support student growth~~

~~6. Establish plans for monitoring future progress~~

~~H. Staff will get one (1) hour of conference prep prior to in-person conferences. Staff will be available for eight and one-half (8.5) hours of in-person conferences. This is a combined total of nine and one-half hours (9.5). Things to support these hours may include, but are not limited to:~~

- ~~1. Planning/preparation for conferences (gathering & printing data)~~
- ~~2. Holding conferences, which may be a phone call or a Google Meet/Zoom, if a parent cannot meet in person~~
- ~~3. Collaborative or individual efforts to support student growth~~

4. Post-conference planning and communication to support student growth and/or mental health concerns
5. Establish plans for monitoring future progress and/or mental health concerns

Parent Teacher Conferences shall follow the follow schedule:

The week of October 6-10, 2025, one (1) hour of conference prep completed

Tuesday, October 14, 2025, 4:00-8:00 PM in-person conferences

Thursday, October 16, 2025, 12:00-4:30 PM in-person conferences

The week of March 2-6, one (1) hour of conference prep completed

Tuesday, March 10, 2026, 4:00-8:00 PM in-person conferences

Thursday, March 12, 2026, 12:00-4:30 PM in-person conferences

The week of October 5-9, 2026, one (1) hour of conference prep completed

Tuesday, October 13, 2026, 4:00-8:00 PM in-person conferences

Thursday, October 15, 2026, 12:00-4:30 PM in-person conferences

The week of March 1-5, 2027, one (1) hour of conference prep completed

Tuesday, March 9, 2027, 4:00-8:00 PM in-person conferences

Thursday, March 11, 2027, 12:00-4:30 PM in-person conferences

~~Teachers may complete parent-teacher virtual conferences from the location of their choice so long as the location provides for a:~~

- ~~1. Highly professional communication opportunity~~
- ~~2. Free from personal distractions~~
- ~~3. Has an appropriate background~~
- ~~4. Highly stable internet connection~~

Section 3.5 CLASS SIZE

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be limited to a reasonable number. Specific limitations are difficult to maintain in a small school, but every effort should be made to hold classes at a level for the maximum educational opportunities for both teacher and student.
- B. When a class is adversely affected by an unusually high number of **special-needs students disruptive to the typical learning environment**, Administration will **make collaborate with the classroom teacher to put in place** interventions to preserve a positive learning environment.
- C. Special education teachers shall not be assigned students to the Bargaining Unit Member's caseload without being provided either contact time with such students or consult time with the teacher who is providing services as part of the Bargaining Unit Member's teaching assignment.

Section 3.6 NON-CLASS SUPERVISION

Students shall be supervised during noon and recess period by aides provided state attendance requirements are met.

Section 3.7 COMMUNICABLE DISEASES

In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or by law, to attend school, to the extent allowed by law, all bargaining unit members potentially having contact with the student shall be notified in advance of the child's placement and/or return to school. Such notification shall not be in conflict with the Family Educational Right to Privacy Act (FERPA). The **employer District** shall provide in-service instruction in hygienic practices and management to members coming into contact with students having such communicable diseases, unless prevented by state authorities and/or courts.

Section 3.8 DISCIPLINE AND DISCHARGE LEAST RESTRICTIVE ENVIRONMENT

A. When a meeting is scheduled for the purpose of discipline of any type, the District shall notify the teacher of the alleged infraction before the meeting. The district shall get the teacher's side of the alleged infraction before discipline is given.

B. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such a representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The Association agrees to provide such presentative within a reasonable length of time.

C. A system of progressive and corrective discipline shall be applied to all bargaining unit members in the district unless circumstances occur which require immediate action. The Board may initiate discipline at the appropriate level up to and including discharge.

1. Oral warning,
2. Written warning,
3. One-day suspension without pay,
4. Suspension without pay of length determined by administration,
5. Discharge

No suspension shall adversely affect any other rights or benefits under this Agreement, except compensation, healthcare, vision and dental. The parties recognize that the severity of an offense may provide for the acceleration of the above progression of discipline.

A teacher placed on paid administrative leave for any reason is not considered receiving disciplinary action.

D. No applicability to Evaluation Scoring: In the event a bargaining unit employee is disciplined and receives one of the forms of disciplined defined above in level 1, that employee shall not in any way subsequently be evaluated in their annual evaluation performance for the same incident.

E. Association Representation: The employee may request association representation to the bargaining unit employee in any case where an allegation and/or complaint has been made

against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed more than 36 to 48 hours.

Section 3.9 LEAST RESTRICTIVE ENVIRONMENT

The Board and the Association recognize least restrictive environment for all students is legally mandated and intended in the best educational interest of all students.

For the purpose of this Section, special education students participating in a least restrictive educational environment shall be referred to as a student with a disability.

- A. Any teacher may request a meeting of all or a portion of the teachers of a specific student. Said meeting may be requested only if a teacher reasonably believes the educational program established for an individual student is not meeting the student's unique needs as required by law. Said request shall be in writing, listing the designated teachers, and signed by the respective teacher.

Additionally, any teacher may request a meeting of all or a portion of the teachers of a specific student to discuss the written IEPC of a student. Said meeting shall be requested in the same manner as noted above.

The Administration shall help the requesting teacher to facilitate such a meeting as requested with the designated teachers. The designated teachers of said student shall be encouraged to attend to discuss the student's educational program needs. The meeting shall be held during non-regularly scheduled instructional times, which may involve holding said requested meeting before or after school. Meetings held before or after the normal workday shall be scheduled with the consensus of the teachers involved.

- B. In regard to IEPC meetings and students with a disability in general education classrooms:
1. If an IEPC is convened, the Administration shall use all reasonable efforts to include the current regular education teacher most appropriate to the disability of said student in the student's IEPC meeting. All teachers providing instruction to the specific student with a disability in a regular classroom setting shall be notified of the IEPC so they have an opportunity to give input to the administrator, special education teacher, regular education teacher, etc. who will be participating in the IEPC meeting. Any teacher so notified may request a meeting, which shall be held outside of regular instructional time, to discuss the appropriateness of the appointment of the regular education teacher who will be attending the IEPC.
 2. In instances where it is not possible to identify in advance of an IEPC, the general education teacher(s) of a specific student with a disability, pertinent information in a student's written IEPC which is permissible to be released by law regarding the student will be shared with said student's teacher(s) as soon as reasonably possible.

3. The district shall make every reasonable effort to provide the necessary classroom materials and/or adaptive equipment as outlined in a student's IEPC.
4. The district, in an effort to make all placements for students with a disability in regular education classrooms successful, will encourage teacher training through the work of the Boyne Continuous Improvement Team . Further, teachers may request through the Boyne Continuous Improvement Team specific training. Such specific training may include but is not limited to instructional and behavioral management, differing educational approaches and techniques to be utilized given varying physical, mental, emotional and behavioral conditions as are likely to be faced by a teacher with students with a disability in a regular education classroom. Such request shall be in writing.

If a teacher's written request for specific training is not provided, then said teacher may request a formal oral presentation of said training request to the District-Wide School Improvement Team.

- C. Except in life threatening or extenuating circumstances, no member (except for a school nurse) shall be required to perform medical or hygienic procedures for or on students such as but not limited to: suctioning, catheterization, diapering or attending to any other personal hygienic or medical need(s) of the student(s). If the delivery of such health services are necessary to maintain the student in a general education classroom, and the teacher agrees to provide such appropriate procedures or services, the Bargaining Unit Member shall be provided with training appropriate to the situation without the need to request the same from the Boyne Continuous Improvement Team.

If the teacher is requested by the district and agrees to provide such services in writing, the Board shall provide insurance coverage and defense costs and hold harmless said teacher, from liability for the performance of such services to the extent permitted by law, as long as the actions of the teacher in providing such services are consistent with board policy, and as long as such actions are reasonable and are not negligent.

SECTION FOUR

LEAVES OF ABSENCE

Section 4.1 PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVES

- A. Leaves of absence with pay not chargeable against the teacher's sick allowance shall be granted for the following reasons:
 1. A maximum of five (5) days of uncharged leave per death in the immediate family of the teacher or the teacher's spouse. (The immediate family is considered to be the spouse, child, step-child, parent, grandparent, grandchild, sibling, significant other or other relative living in the household).

The Superintendent may approve leave days:

- a. to be deducted from personal or sick days, in addition to the five (5) days.
- b. for reasons not stated in (a).

- c. and will provide a written response to the member and the Superintendent's decision shall be final.
 - 2. Absence when a teacher is called for jury service. The teacher shall remit any jury service stipend to the Business Office. Any mileage stipend for jury service will be retained by the teacher.
 - 3. Court appearance as a witness in any **case regarding a work-related matter.**
~~criminal case or in any case, connected with the teacher's employment or the school, less any witness fee received by the teacher.~~
 - 4. Time necessary to take a military physical examination.
- B. Two (2) unrestricted personal leave days shall be allowed per school year. Unused personal days may be carried over beyond the year in which they are allocated.
- 1. Accumulated personal leave days are not to exceed a total of five (5) in any single year. A maximum of three (3) personal leave days may be taken on consecutive school days. Personal leave days shall be taken as half or full days and the maximum number of personal leaves on any given day shall be six (6), with a maximum of two (2) per building. Administration may allow more than two (2) personal leave days per building to reach the maximum of six allowed.
 - 2. Application for all personal business days may be made no sooner than the first school calendar day each year and not later than three (3) business days prior to the requested personal day, except in cases of personal emergency.
- C. The Association shall be credited with eight (8) days to be used by teachers who are officers or agents of the Association for conducting Association business. The Association shall reimburse the district for substitute cost and for the employee's retirement contribution, which is required by MPSERS section 72.

- D. Teachers granted a leave of absence as provided in Section 4.3.B. or whose military duty contemplated in **Section** 4.3.D has terminated shall apply for and obtain approval for an additional one year's leave or file written notice of intent to return to teaching duties not less than 60 days prior to the last day of school in that particular school year.
- E. To qualify for the above leave allowances, the teacher must have lesson plans, class roll, and description of operating routines in writing, up-to-date and available as per the building handbook, unless impossible or unreasonable because of unforeseen circumstances.
- F. Any teacher who wishes may donate up to five (5) days of the Bargaining Unit Member's accumulated sick days to another teacher or other employee of the Boyne City Public Schools facing long term illness, or the long term illness, or death of an immediate family member. Any teacher who donates to a colleague shall not be penalized by additional deduction from the accumulated sick day incentive benefit described in section 4.6. It is further understood that the receiving employee must exhaust all paid leave benefits before accessing this benefit. Additionally, FMLA related documents must be filed with the business office prior to receiving this benefit.

Section 4.2 SABBATICAL LEAVE

- A. Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave without pay for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution, travel which will improve the teacher's ability to teach.
- B. A teacher returning from sabbatical leave on the agreed return dates shall be restored to the Bargaining Unit Member's teaching position or to a position of like nature, seniority, status and pay provided written notice of intent to return to teaching duties is filed with the Board not less than 60 days prior to the last day of school in that particular year.
- C. Any teacher granted sabbatical leave will receive the Bargaining Unit Member's full insurance benefits during the sabbatical provided said teacher pays the requisite insurance premiums. The teacher will be reimbursed the paid insurance premiums upon their resuming a teaching position in the district in the next school year.

Section 4.3 UNPAID LEAVE

- A. Any teacher whose personal illness extends beyond the period compensated under Section 4.4 shall be granted a Leave of Absence without pay for such time as is necessary for complete recovery from such illness or two (2) years from the date the teacher went on leave due to personal illness, whichever occurs sooner, unless an extension of one (1) year or less is granted. Upon return from leave a teacher may be assigned to the same position, if available, or to a position for which the Board determines the teacher to be qualified.
- B. Leaves of absence without pay or benefits may be granted upon application and approved for the following purposes: (The regular salary increment occurring during such period shall be allowed.)

1. Full time education as defined by the college or university attended.
 2. Full time study, research or special teaching assignment involving probable advantage to the school system.
 3. Full time, except as stated in sub-paragraph 1. above, is defined as not less than four hours a day, five days a week during the semester of school year.
 4. The teacher shall furnish the Board with evidence of compliance with 1. or 2. above and failure to do so shall be considered a breach of contract on the part of the teacher.
 5. Leaves requested under 1. and 2. shall be filed prior to June 30th.
- C. Leaves of absence without pay or benefits, except when benefits are required to be paid by law, shall be granted upon application and approval for the following purposes, and as otherwise required by law: (The regular salary increment occurring during such period shall be allowed.)
1. Maternity leave, or leave for purposes of adopting a child (children) shall be granted upon application, and any regular salary increments occurring during such absence shall be allowed.
 2. Peace Corps leave which, however, shall be limited to not more than two years salary increment increase.
- D. Military leaves of absence shall be granted to any Teacher who shall be inducted or shall enlist for the minimum of military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service in the school system.
- E. Leaves of absence without pay shall be granted on a school year basis, except that on receipt of application for leave pursuant to Section 4.3 B herein above, at the request of applicant the leave may be granted for one semester in which latter event any salary increment occurring during such period would be allowed.
- F. Teachers granted a leave of absence as provided in Section 4.3 B or whose military duty contemplated in **Section** 4.3.D has terminated shall apply for and obtain approval for an additional one year's leave or file written notice of intent to return to teaching duties not less than 60 days prior to the last day of school in that particular school year.
- G. The Board will give consideration to returning teachers who have applied for and received approval for leaves of absence under this Section to the similar or substantially equivalent position as was previously held. It is recognized that assignment and operation needs require the Board to have latitude in determining the assignment of a teacher returning from leave. The right to return from leave is contingent upon the teacher performing the Bargaining Unit Member's responsibility to return within the agreed upon time limit, absent extenuating circumstances. Teachers returning from leaves of more than one (1) semester shall indicate their intent to return, in writing, to the Superintendent at least forty-five (45) days prior to the last day of school if the leave expires at the end or beginning of a school year and at least

forty-five (45) days prior to the expiration of the leave or anticipated return to duty for leaves which expire at other times.

- H. Teachers will be required to use accumulated contractual paid leave time (personal or sick days) concurrently with **leave under** the Family Medical Leave Act (FMLA) and shall have the ability to reserve up to ten (10) paid leave days. The member may choose the combination of personal or sick days that make up these ten (10) paid leave days. Each member requesting FMLA will meet with Business Office designee to determine the amount of paid leave to be used. The member may, at the Bargaining Unit's option, have a representative of the association present during this meeting.
- I. Teachers who are on an unpaid leave may elect to spread their pay to include that time period.

Section 4.4 PERSONAL ILLNESS AND DISABILITY PAY

- A. All teachers absent from duty on account of personal illness or other approved reasons as defined in this Section shall be allowed full pay for a total of twelve (12) days absence in any school year.
- B. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under Worker's Compensation Law and the Bargaining Unit Member's regular salary for nineteen (19) weeks following the disability with 50% chargeable to the teacher's accumulated sick leave.
- C. Each teacher shall be entitled to an unlimited accumulation of the unused sick leave which shall be available in future years. The accumulated time for sick leave will be allowed only when supported by medical exams should the board request them. Such examinations may be required when the employee is not hospital confined and for any leave in excess of five consecutive days.
- D. To qualify for sick leave allowance, teachers must:
 - 1. Report their illness, when possible, to their principal or one hour and fifteen minutes before their school day begins.
 - 2. Lesson plan, class roll, and description of operating routines must be written, up-to-date, and available as per building handbook.
- E. The Board reserves the rights at its expense to have its designated physician verify the findings or certification of the teacher's doctor. Teachers shall present themselves at reasonable times and places when requested by the Superintendent for purposes of such evaluation by the Board's physician.
- F. Leaves of absence with pay chargeable against the teacher's allowance, in addition to personal illness, shall be granted for the following reasons:

1. An unlimited number of days per school year for illness in the immediate family (as defined in Section 4.1. A as long as the teacher has sick time accumulated. This shall include, in part, all disabilities caused or contributed to by pregnancy, childbirth, and recovery.
2. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance and not included in the provisions of Section 4.1.A , but not to exceed one (1) day, shall be granted by permission of the Superintendent.

G. Section 4.4 shall be interpreted consistent with the Earned Sick Time Act and all leave available to the employee, paid or unpaid, will run concurrently.

Section 4.5 ACCUMULATED SICK LEAVE TERMINATION PAY

- A. An employee upon retirement or resignation, shall be paid for all unused sick leave days accumulated during the last eight (8) years of employment (96 day maximum) with the district at the rate of seventy cents (\$.70) per unused day times their present Step on Schedule A. Any sick leave days used within the last eight years shall not be paid. Example: A teacher on the 15th Step of the salary schedule resigns with 125 accumulated sick leave days, 80 of which were accumulated over the last eight years of employment. The teacher would receive $(15 \times .70 \times 80)$ \$840.00 termination pay.
- B. The termination payment will be made by July 15th of the teacher's final year of employment with the Boyne City Public Schools.

Section 4.6 ACCUMULATED SICK LEAVE INCENTIVE

- A. In recognition of sick leave accumulated under Section 4.4 (Personal Illness and Disability Pay) of this contract, each teacher shall receive an additional percentage of yearly salary based upon the number of sick leave days accumulated as of the beginning of each school year prior to that year's allowance being added. Each accumulated day shall increase a teacher's salary by 1/100th of a percent (.0001). Example: A teacher with 100 accumulated days would receive 1% in additional Schedule A salary $(.0001 \times 100)$.
- B. Beginning with the 2014-2015 school year, the number of sick days applied to the formula in 4.6 A. will be capped at the individual teacher's accumulated leave days as of September 1, 2014. Any sick leave days used by the teacher beyond September 1, 2014 will be deducted from the teacher's established cap.
- C. Less than full time teacher's sick leave days shall reflect partial days and shall be adjusted based upon their individual contract status from year to year. The percentage shall be paid on the teacher's Schedule A salary only.

SECTION FIVE

COMPENSATION AND BENEFITS

Section 5.1 TEACHERS' SALARIES

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the term of this contract.
- B. Non-Degree Teachers employed by the school system, and whose salary exceeds that prescribed above will remain at the salary they are currently receiving until they have qualified for an increase. When a non-degree teacher completes degree and certification requirements, the salary remains at the same level for the duration of the current contract. Any teacher completing degree and certification requirements shall, at the beginning of the succeeding year, commence at the step level next higher than the base salary earned by said teacher during the preceding year.

When a teacher is on an approved district sponsored trip that requires an overnight stay, the bargaining unit member shall be paid two hundred dollars (\$200) per night. This will not apply to Bargaining Unit Members with paid Schedule B responsibilities related to the overnight stay.

Section 5.2 FURTHERING COMPETENCE

- A. Tuition reimbursement is limited to probationary teachers, with approval of course work targeted at additional certification, which is directly applicable to school/district-wide goals, IDP goals, or to be eligible to teach dual enrollment courses. Prior approval by Superintendent is required, there is a \$2000 max per contract year per teacher, for tuition costs only. Payment to the teacher will be dispersed after the teacher successfully completes the course(s) for credit. The final grades shall be submitted to the business office.
- B. Teachers shall be encouraged to participate in subject area conferences with compensation for expenses, with prior approval received from their administrator.

Section 5.3 ADDITIONAL AND EXTRACURRICULAR COMPENSATION

- A. Members shall be granted step and lane advances.
- B. Teacher compensation for extracurricular activities covered by this Agreement is set forth in Schedule B, which is attached to and incorporated in this Agreement, and shall remain in effect for the term of this contract. It is recognized that great value to the school system comes when teachers interact with students as extracurricular leaders; and leaders of high quality are essential for quality extracurricular programs. Appointments to Schedule B positions are non-tenured, yearly positions based on administrative recommendations. In situations of candidates with equal qualifications, association members will be selected over non-members.

C. Teachers shall not be required to substitute teach during their planning periods unless it is an emergency. If teachers chose to substitute teach during their planning period, the bargaining unit member shall be compensated an additional forty (\$40.00) dollars per hour.

D. Teachers who substitute during their planning period eight (8) or more consecutive days for the same teacher shall receive one-sixth (1/6) of their per diem daily wage for each day.

Example: a math teacher is out eight (8) or more days and another teacher teaches that class instead of having their own prep, shall receive one-sixth (1/6) of their daily wage for each day.

Section 5.4 PROPERTY DAMAGE

The Board agrees to pay up to the sum of One Hundred Dollars (\$100.00) to reimburse a teacher for non-insurance covered damage inflicted upon the vehicle of said teacher provided that the damage of malicious destruction occurs during the duty day or special school assignment of such teacher and the damaged vehicle is parked in a teacher assigned parking lot or contiguous to the teacher's assigned building or activity if no such parking lot has been designated, provided, however, the teacher in such instance shall first report the damage to the local police agency, make and furnish any requested written reports, sign a complaint against the person or persons alleged to have committed the act and testify as to damage, if requested. In all instances, before claiming reimbursement the teacher shall submit evidence in letter form from the agent or insurance carrier that the inflicted damage is not covered under any insurance policy.

The Board agrees to reimburse teachers for loss of personal property, or repair such damaged personal property not covered by insurance provided the bargaining unit member loss occurred during scope of the bargaining unit member's professional duties,

This paragraph will not apply to bargaining unit members with paid schedule B responsibilities related to the reason the property was damaged.

Section 5.5 INSURANCE AND BENEFITS

A. All bargaining unit members are eligible for health insurance benefits coverage and carrier to be determined by the Association. Part time contracted teachers will receive benefits prorated equal to their contractual time. Each year during the contract, the Board shall share the premium costs on all the insurance as follows:

1. Medical Plan

- a) The District uses the full legislative Hard Cap for Medical Insurance for the duration of this contract.
- b) The EA has chosen MESSA as the Health Insurance Carrier.
- c) Plans: Sept 1, **2022 2025**– Dec 31, **2022 2025** are:
 - Choices \$500/\$1000 IN Deductible, \$20/\$20/\$20 IN OL/OV/SV Copay, \$25/\$50 IN UR/ER Copay, 3 Tier Mail RX
 - Choices \$1000/\$2000 IN Deductible, \$20/\$20/\$20 IN OL/OV/SV Copay, \$25/\$50 IN UR/ER Copay, 10% IN Coinsurance, 3 Tier Mail RX \$

- ABC Plan 1 ~~\$1400/\$2800~~ **\$1650/\$3300** IN Deductible (Health Savings Plan), \$0/\$0/\$0 IN OL/OV/SV Copay, \$0/\$0 IN UR/ER Copay, 3 Tier Mail RX
 - ABC ~~Plan 1~~ ~~\$1400/\$2800~~ **Plan 2 \$2000/\$4000** IN Deductible (Health Savings Plan), \$0/\$0/\$0 IN OL/OV/SV Copay, \$0/\$0 IN UR/ER Copay, 10% IN Coinsurance, 3 Tier Mail RX
- d) Plans: Jan 1, **2023 2026** – duration of the contract are:
- Choices \$500/\$1000 IN Deductible, \$20/\$20/\$20 IN OL/OV/SV Copay, \$25/\$50 IN UR/ER Copay, ~~3-5~~ Tier Mail RX
 - Choices \$1000/\$2000 IN Deductible, \$20/\$20/\$20 IN OL/OV/SV Copay, \$25/\$50 IN UR/ER Copay, 10% IN Coinsurance, ~~3~~ **5** Tier Mail RX \$
 - ABC Plan 1 ~~\$1500/\$3000~~ **\$1700/\$3400** IN Deductible (Health Savings Plan), \$0/\$0/\$0 IN OL/OV/SV Copay, \$0/\$0 IN UR/ER Copay, ~~3~~ **5** Tier Mail RX
 - ABC Plan 2 \$2000/\$4000 IN Deductible (Health Savings Plan), \$0/\$0/\$0 IN OL/OV/SV Copay, \$0/\$0 IN UR/ER Copay, 10% IN Coinsurance, ~~3~~ **5** Tier Mail RX
 - **The above coverages shall include all MESSA health insurance riders that do not increase the cost of the premiums.**

2. Dental Plan

- a) The District will cover the full costs of Dental Coverage for the duration of this contract.
- b) Dental Coverage is MESSA Delta Dental.
 - 100/100/100/75
 - Annual Max Class I, II, III ~~\$2000~~ **\$2500**
 - Lifetime Max Class IV \$3000

3. Vision Plan

- a) The District will cover the full costs of Vision Coverage for the duration of this contract.
- b) VSP 3 Plus Platinum 250CL

4. Life Insurance and AD&D

- a) The District will cover the full costs of Life Insurance and AD&D Coverage for the duration of this contract.
- b) \$50,000 Negotiated Life
- c) \$50,000 Negotiated AD&D

- B. Member contributions shall be payroll deducted. The Board will pay pro-rated insurance less member contributions amounts for those employees eligible based on less than full FTE of the assignment.
- C. The Association shall maintain the option to explore other products to reduce their member contribution levels at any time. Any plan changes shall be reported to the Superintendent sixty (60) days prior to implementation of the plan.

- D. In the above health care program the coverage shall be designated to the classification of coverage by the teacher's personal family group being individual, if single, with or without dependents, or individual and spouse and children, if married with children.
- E. The **employerDistrict** shall provide a cash option in lieu of health benefits at the rate of seventy percent (70%) of the single subscriber rate for health benefits.
- a. The **EmployerDistrict** shall formally adopt a qualified Plan Document which complies with Section 125 of the Internal Revenue Code.
 - b. All costs relating to the implementation and administration of benefits under this program shall be borne by the Employer.
 - c. **In order to receive cash-in-lieu, the teacher must present proof of their coverage in another group healthcare plan. Teachers who receive hospital/medical coverage under the Affordable Care Act, Medicaid, and/or Medicare, are ineligible for the cash-in-lieu option.**
- F. The Board will pay teacher retirement benefits in accordance with applicable laws.
- G. Should a teacher's insurance benefits be pro-rated, said teacher's insurance benefits shall be payroll deducted using pre-tax dollars.
- H. The Board of Education is the policyholder of all health insurance policies.
- I. Teachers selecting a Health Savings Plan will have their deductibles loaded once a month into their Health Equity Account after the last payroll of each month. If a Bargaining Unit Member selects an HSA plan below the state hard cap the difference will be deposited on a monthly basis into their Health Equity Account.
- J. There will be an open enrollment in November with the health insurance carrier for all bargaining unit members.**

Sections 5.6 COMPENSATION AND BENEFITS, 403(B) PLANS

- A. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that MEA Financial Services products shall be included in the initial list of vendors, along with any other mutually selected investment providers named as vendor(s) in the 403(B) plan document as appropriate under the IRS regulations. In the future, should changes/additions/reductions be made to the list of possible vendors, the parties shall meet to bargain such changes/additions/reductions.
- B. The parties further understand and agree that the regulations regarding the administration of 403(B) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, parties agree that;
- a. A plan document, consistent with all legal requirements has been developed.
 - b. All teachers are eligible to participate in the plan.

~~C. Association recognizes the requirement of the MCL 388.164(h) regarding “Merit Pay” and the related policy of the Board of Education 4504. If this section of the statute is revoked, the two parties of this contract agree to discuss removal of the policy.~~

TENTATIVE AGREEMENT

SECTION SIX

MISCELLANEOUS PROVISIONS

Section 6.1 EXCLUSIVE AGREEMENT

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. Five (5) hardcopies of the agreement and any amendments shall be given to BCEA leadership. An electronic version of the agreement and any amendments shall be made available to all teachers employed by the Board.

Section 6.2 SEVERABILITY

This Agreement is declared to be severable and if any section hereof is declared or found to be contrary to law, then that section which may be found to be illegal, void, or unconstitutional, shall not invalidate the remainder of this Agreement.

Section 6.3 EMERGENCY MANAGERS

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act shall be allowed to reject, modify, or terminate this collective bargaining agreement in accordance with the Local Government and School District Fiscal Accountability Act.

A. The Agreement shall be effective as of **September 1, 2025**, and shall continue in effect until the **31st day of August, 2027**. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

ACCEPTANCE AND RATIFICATION

Boyne City School District	Boyne City Michigan Education Association
<hr/>	<hr/>
Zareena Koch, Board President	Greta Brock, BCEA President
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Sara Ward, Board Secretary	Christine Baxter, BCEA Bargaining Member
<hr/>	<hr/>
Mary Towne, Board Treasurer	Erin Mastin, BCEA Bargaining Member
<hr/>	<hr/>
Patrick Little, Superintendent	Chuck Day, BCEA Bargaining Member
<hr/>	<hr/>
	Troy Beasly, MEA Chief Spokesperson
	<hr/>
	NMEA President
	<hr/>
	NMEA Staff Liaison
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<hr/>	<hr/>
Date	Date

DISTRICT CALENDAR 2025-2026

[illegible]

Boyne City Public Schools MEA Contract | 2026-2027 SALARY SCHEDULE 45

2025-2026 SALARY SCHEDULE

4.5% Salary Increase over previous contract year

BA Continuing, Provisional, or Life or Permanent		BA Degree + 20		MA Degree	
2025-2026		2025-2026		2025-2026	
0	51,274	0	52,679	0	55,961
1	52,686	1	54,099	1	57,395
2	53,862	2	55,275	2	58,571
3	55,041	3	56,454	3	59,750
4	57,630	4	59,044	4	62,339
5	60,221	5	61,633	5	64,930
6	62,811	6	64,224	6	67,520
7	65,635	7	67,049	7	70,346
8	68,462	8	69,874	8	73,172
9	71,287	9	72,703	9	75,998
10	74,112	10	75,526	10	78,822
11	76,939	11	78,352	11	81,648
15	79,999	15	81,413	15	84,709
20	82,118	20	83,533	20	86,829
25	84,238	25	85,651	25	88,948
30	86,357	30	87,771	30	91,065

2026-2027 SALARY SCHEDULE

4% salary increase over previous contract year

BA Continuing, Provisional, or Life or Permanent		BA Degree + 20		MA Degree	
2026-2027		2026-2027		2026-2027	
0	53,325	0	54,787	0	58,199
1	54,793	1	56,263	1	59,690
2	56,017	2	57,486	2	60,914
3	57,243	3	58,712	3	62,140
4	59,935	4	61,405	4	64,833
5	62,630	5	64,098	5	67,527
6	65,323	6	66,793	6	70,220
7	68,261	7	69,731	7	73,160
8	71,201	8	72,669	8	76,099
9	74,138	9	75,611	9	79,038
10	77,077	10	78,547	10	81,975
11	80,017	11	81,486	11	84,914
15	83,199	15	84,669	15	88,097
20	85,403	20	86,874	20	90,302
25	87,608	25	89,077	25	92,506
30	89,811	30	91,281	30	94,708

SCHEDULE A

Increment to Salary

To advance on Salary Schedule A from BA to BA+20 or from BA+20 to Masters:

- A. To allow for accurate budgeting, teachers must provide the Payroll Department (Central Business Office) with written notification of their intent to apply for increment to salary increases on or before May 30th of the school year prior to the school year the increase will become effective. The form entitled "Application for Increment to Salary" can be found on our website by [clicking here](#).
- B. Both completed application and official, sealed transcripts must be received by the Payroll Department on or before August 30th to be eligible for 1st semester increase (in September) or by December 30th for 2nd semester increase (in January).
- C. Salary increases will be implemented only once each semester.
- D. **To qualify for BA+20 lane, the +20 credits must be graduate level credits. Teachers previously approved, prior to September 1, 2025, using undergraduate credits will be held harmless.**
- E. **For this contract only a 1% off schedule, non-reportable stipend shall be awarded at the rate of 1% of each teacher's salary on Schedule A, to be paid in the month of November.**

SCHEDULE B

Salary Schedule for Additional Duties

- A. A regularly scheduled class semester, shall constitute an overage and the compensation therefore shall be one-twelfth (1/12) in the high school and one-twelfth (1/12) in the middle school of the teacher's applicable step.
- B. In case of emergency, when one teacher is called upon to substitute for another, or in the event a teacher shall volunteer to substitute for an absent teacher, reimbursement shall be \$40 per class period.
- C. A teacher shall not be required to teach more than one class in any emergency situation but may teach more than one class if requested.
- D. The activities on the attached Exhibit 1 to Schedule B will be paid on a percentage of the annual BA base applicable to the teacher who performs the services as indicated in said attachment.
- E. Extra-duty positions may be evenly split by consenting coaches if the agreement is made with the affected coaches and the Athletic Director/Principal one week prior to the start of the season/activity. In these situations, longevity will be paid to the eligible coach only at 50% of the Bargaining Unit Member's eligible longevity amount.
- F. All Schedule B positions filled by Teachers/Certified staff who are employed shall be compensated by the Boyne City Public Schools as their employer.

- G. Staff members who are asked to supervise students outside of contractual work hours shall receive \$40 per hour if the direct supervision is not part of a schedule B position and is not related to Flex PD requirements. The principal must ask staff members to supervise to be eligible for payment.**

TENTATIVE AGREEMENT

SCHEDULE B

EXHIBIT I

Assignments	Step 0 of a BA	12 Yr Experience
BASEBALL		
Varsity (Head)	12%	1/4%
Junior Varsity (Head)	4%	1/4%
SOFTBALL		
Varsity (Head)	12%	1/4%
Junior Varsity (Head)	4%	1/4%
BASKETBALL - BOYS		
Varsity (Head)	13%	1/4%
Varsity - Assistant	3%	NA
Junior Varsity (Head)	11%	1/4%
9th Grade	7%	1/4%
8th Grade	4%	1/4%
7 & 8th Grade (Rambler Team)	4%	1/4%
7th Grade	4%	1/4%
BASKETBALL - GIRLS		
Varsity (Head)	13%	1/4%
Varsity - Assistant	3%	NA
Junior Varsity (Head)	11%	1/4%
9th Grade	7%	1/4%
8th Grade	4%	1/4%
7 & 8th Grade (Rambler Team)	4%	1/4%
7th Grade	4%	1/4%
<i>*The Association and the Employer agree that the intent of the language is to mean that the ¼% increase shall be awarded for each year of experience, up to a maximum of 12 years (3%).</i>		
Assignments	Step 0 of a BA	12 Yr Experience
CHEERLEADERS		
H.S. Cheerleader Advisor Fall	6%	1/4%
H.S. Cheerleader Advisor Winter (includes competitive cheer)	6%	1/4%
M.S. Cheerleader Advisor Fall	2%	1/4%
M.S. Cheerleader Advisor Winter (includes competitive cheer)	2%	1/4%
CROSS COUNTRY - BOYS AND GIRLS		
Varsity	7%	1/4%
MS Cross Country	4%	NA
FOOTBALL		
Varsity (Head)	13%	1/4%
Varsity - Assistants (2)	11%	1/4%
Junior Varsity (Head)	11%	1/4%
Junior Varsity - Assistants (2)	9%	1/4%
Middle School Football (2)	4%	NA
GOLF		

Boys Varsity	4%	1/4%
Girls Varsity	4%	1/4%
SOCCER		
Varsity (Boys)	8%	1/4%
Varsity – (Girls)	8%	1/4%
JV Boys Soccer	4%	NA
JV Girls Soccer	4%	NA
SKI TEAM - BOYS AND GIRLS		
Varsity	8%	1/4%
Middle School	4%	1/4%
TENNIS		
Varsity (Boys)	6%	1/4%
Varsity (Girls)	6%	1/4%
TRACK		
Varsity - Boys	7%	1/4%
Varsity (Assistant) – Boys and Girls (1)	2%	NA
Varsity - Girls	7%	1/4%
Middle School-Boys	4%	1/4%
Middle School-Girls	4%	1/4%
Middle School - Assistant (1)	1.5%	1/4%
VOLLEYBALL		
Varsity (Head)	11%	1/4%
Varsity (Assistant)	3%	1/4%
Junior Varsity (Head)	7%	1/4%
Freshman	4%	1/4%
Middle School Volleyball (2)-(3)	4%	NA
Wrestling		
Varsity (Head)	7%	1/4%
MS Wrestling	3%	NA

Assignments**Step 0 of a BA 12 Yr Experience****STUDENT ADVISORS**

Sponsor (Senior)	3.5%	NA
Sponsor (Junior)	3%	NA
Sponsor (Sophomore)	1%	NA
Sponsor (Freshman)	1%	NA
Student Council - H.S.	3%	1/4%
Student Council - M.S.	2%	1/4%
National Honor Society	3%	NA
Michigan Youth In Government - MS	2%	NA
DECA	2%	NA
Model United Nations	1%	NA
Robotics – HS Lead	4%	NA
Robotics – HS Assistant	2%	NA
Rambler Sports Network (Fall Season)	4.5%	NA
Rambler Sports Network (Winter Season)	4.5%	NA
Pride Team Advisor	3%	NA
Skills USA	2%	NA
WEB Advisor (3)	3%	NA
Camp Daggett – MS Lead Teacher	3%	NA
Salmon in the Classroom – MS Classroom		
Organizer (2)	1.5%	NA
Quiz Bowl – HS	1%	NA
MS E-Sports Advisor	1.5%	NA
MS Greenhouse Organizer (2)	1.5%	NA
HS Freshman Mentor (2)	3%	NA

THEATER PRODUCTION

Drama Program Director and Spring Musical Director	11%	1/4%
Fall Drama Director	4%	1/4% (6 yr experience)
Fall Drama Assistant Director	2%	1/4% (6 yr experience)
Fall Drama Music Director	2%	NA
Fall Drama Sound/Tech Director	2%	NA
Fall Drama Costume Director	2%	NA
Fall Drama Choreographer	2%	NA
Spring Musical Assistant Director	2%	1/4% (6 yr experience)
Spring Musical Music Director	2%	1/4% (6 yr experience)
Spring Musical Vocal	1.5%	NA
Spring Musical MS and HS Sound/Tech Director	3%	NA
Spring Musical Costume Director	2%	NA
Spring Musical Set Director (2)	2%	NA
Spring MS Choreographer and HS Drama Choreographer	3%	NA
Spring HS Choreographer	3%	NA
Elementary Spring Musical	1%	NA
Elementary Winter Musical	1%	NA

M.S. Musical/Drama Director (out of class)	6%	1/4% (6 yr experience)
M.S. Music Director	2%	NA
BAND		
Director	12%	1/4%
Jazz Band	4%	1/4%
YEARBOOK		
Yearbook Advisor (in class)	2%	1/4% (4 yr experience)
Yearbook Advisor (out of class)	4%	1/4% (4 yr experience)

TENTATIVE AGREEMENT

CURRICULUM DEVELOPMENT STIPENDS

A professional staff member who voluntarily provides leadership and coordination for a major or minor textbook adoption study shall be paid a curriculum development stipend for work in specific curriculum and grade level areas.

A "Major Study" shall be defined as a textbook adoption study which will recommend a district-wide or multiple grade level structure (generally K-12, 7-12, 9-12, or K-8) textbook series and related materials in one of the four (4) major curriculum areas. A "Minor Study" is generally a textbook adoption covering a specific grade level structure (generally K-5, 6-8 or 9-12). Stipends are not intended for specific course development or textbook adoptions that do not span a specific grade level structure. The Boyne Continuous Improvement Team shall designate whether a study constitutes a "Major Study" or "Minor Study".

Studies, recommended by the Boyne Continuous Improvement Team and approved by the Board of Education, to be conducted, shall be paid on a percentage of the annual BA Base in the curriculum areas as outlined in Exhibit II.

SCHEDULE B

Exhibit II

	Major Study		Minor Study	
	(#)	(%)	(#)	(%)
Language Arts:				
Chairperson	(1)	5.0%	(1)	2.5%
Member	(4)	1.0%	(2)	1.0%
Math:				
Chairperson	(1)	5.0%	(1)	2.5%
Member	(4)	1.0%	(2)	1.0%
Social Studies:				
Chairperson	(1)	5.0%	(1)	2.5%
Member	(4)	1.0%	(2)	1.0%
Science:				
Chairperson	(1)	5.0%	(1)	2.5%
Member	(4)	1.0%	(2)	1.0%
Practical Arts:				
Chairperson			(1)	2.5%
Member			(2)	1.0%
Fine Arts:				
Chairperson			(1)	2.5%
Member			(2)	1.0%

Special Education:

Chairperson	(1)	2.5%
Member	(2)	1.0%

Co-Curricular:

Chairperson	(1)	2.5%
Member	(2)	1.0%

TENTATIVE AGREEMENT

GRIEVANCE REPORT FORM

Grievance No. _____

(eg. 0809-01)
↑ ↑
school year 1st one of year

Boyne City School District Distribution of Grievance Report Form:

1. Superintendent
2. Principal (Submit to Principal in Duplicate)
3. Association
4. Teacher

Building: _____ Assignment: _____

Name of Grievant: _____ Date of Oral Discussion: _____

Level 1: Oral Discussion between Grievance Chair and Grievant(s) with and Principal within 10 days of knowledge of the alleged violation.

Level 2: If no resolution is achieved, a written copy of grievance is filed with Principal.
Principal arranges a 2nd meeting with Grievance Chair and Grievant(s) within 10 days.

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

3. Contract Section and Number of Alleged Violation _____

Date _____ Signature _____

C. Disposition by Principal _____

Date _____ Signature _____

D. Position of Grievant(s) and/or Association _____

Date _____ Signature _____

If additional space is needed in reporting Sections B 1 & 2 of Level 1, attach as additional sheet.

Level 2 (continued): If there is no satisfactory resolution, written grievance with Principal's disposition is sent to superintendent within 10 days.

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Date _____ Signature _____

C. Position of Grievant and/or Association _____

Date _____ Signature _____

Level 3: If there is no satisfactory resolution, written grievance with Principal's and Superintendent's disposition is sent to Board within 10 days. The board shall allow the Grievant(s) or the Bargaining Unit Member's Association Representative an opportunity to be heard at the next regularly scheduled board meeting. Within one month of the hearing, Board shall render its decision in writing.

A. Date Received by Board of Education or Designee _____

B. Disposition of the Board _____

Date _____ Signature _____

C. Position of Grievant and/or Association _____

Date _____ Signature _____

Level 4: If the Association is not satisfied, it may file a demand for arbitration.

A. Date submitted to Arbitrator _____

B. Disposition and Award if Arbitrator _____

Date _____ Signature _____

NOTE: All provisions of Section 1.4 of the Agreement WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES