Master Contract

between the

Boyne Falls Board of Education

and the

Northern Michigan Education Association

2024-2027

(Edits: 12/6/2024)

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SECTION 1.1: AGREEMENT

This Agreement entered into this 18th day of November 2024, by and between the Northern Michigan Education Association, MEA/NEA, a voluntary organization, and the Board of Education of the Village of Boyne Falls, Michigan, hereinafter called the "Board." Hereinafter the Northern Michigan Education Association/MEA/NEA shall be called the "Association." The Michigan Education Association shall be referred to as the "MEA," and the National Education Association shall be referred to as the "NEA."

SECTION 1.2: RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in for all certified, non-certified, and temporary certified teaching personnel hired pursuant to Section 1233b of the Revised School Code (MCL 380.1233b), but excluding supervisory and executive personnel, adult or community education teachers, and office and clerical employees and substitutes. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment.

SECTION 1.3: WITNESSETH

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

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize;

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

SECTION 1.4: EXTENT OF AGREEMENT

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

B. Any individual contract must comply to the terms of this labor agreement.

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

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

E. An emergency manager appointed under the local government and school district fiscal accountability act is authorized to reject, modify, or terminate this agreement as provided in the Local Financial Stability and Choice Act, MCL 141.1501 et seq. The parties have included this language due to the requirement of section 15(7) of PERA.

SECTION 1.5: DURATION OF AGREEMENT

This agreement shall be effective as of November 18, 2024, and continue in effect until June 30, 2027. Negotiations between the parties shall begin at least 60 days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended for a specific period by mutual written agreement of the parties.

BOYNE FALLS BOARD OF EDUCATION

BY: Cynthia Pineda
Cynthia Pineda
Chief Spokesperson/Superintendent

BY: William Cousineau
William Cousineau
Board of Education President/Negotiator

BY: David Carson
David Carson
Board of Education Vice President

BY: Karena Haug
Karena Haug
Board of Education Secretary

BY: Laura Brunmeier
Laura Brunmeier
Board of Education Treasurer

NORTHERN MICHIGAN EDUCATION ASSOCIATION/MEA/NEA

BY:
Nathan Fleshman NMEA President

BY: Deb Larson
Deb Larson NMEA Staff Liaison

BY: Troy Beasley
Troy Beasley UniServ Director, MEA

BY: Beth Meier
Beth Meier
Boyne Falls EA Negotiator

BY: Millecent Riccinto
Millecent Riccinto
Boyne Falls EA Negotiator

SECTION 1.6: PAYROLL DEDUCTIONS

A. Upon appropriate written authorization from an employee, the employer shall deduct from the salary of any such employee and make appropriate remittance for MEA Financial Services Programs, elective, supplemental MESSA products not fully employer-paid, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and Board.

B. Each Employee covered by the recognition clause in Section 1.2 shall freely have the opportunity to join the Association, or refrain from joining the Association, exercising the full rights and benefits of this master agreement.

C. Medical insurance premiums will be deducted from the first two (2) pays each month. Annuities, credit union, savings bonds, and other approved plans or programs will be deducted each pay.

D. The district shall provide the Association the salary/wage and full/part-time status information for each employee when requested.

E. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with Section A through D of this Article.

Subject to the following conditions:

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

SECTION 1.7: NEGOTIATION PROCEDURE

A. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

B. In any negotiations described in this Section, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from within or outside of the School District. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and

authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures.

D. The Board agrees to furnish the Association in response to written request from time to time public information concerning the financial resources of the District, and such other information which may be necessary for the Association in negotiations and the processing of any grievance or complaint.

E. Copies of the Agreement shall be presented to all teachers employed by the District. The parties agree to equally share the printing cost for the Agreement.

SECTION 1.8: CALENDAR

A. The calendar for the school year shall include a minimum of 1098 hours or the equivalent standard set by the state.

B. Teachers shall report to work two days prior to the first student instructional day.

C. A committee composed of two representatives from the Administration and two representatives from the Association shall meet at least sixty (60) days prior to the last day of school and establish the calendar for the next school year. If no agreement is reached by the last day of school, the parties will continue to meet on a regular basis to resolve the issue. In the event that the Committee is unable to agree upon the calendar for the upcoming school year by August 1, the Administration shall establish the days of student instruction and teacher days as required by law.

SECTION 1.9: GRIEVANCE PROCEDURE

A. A grievance shall mean an allegation by an identified teacher, group of teachers, or the Association of a violation of the terms of this Agreement.

A grievance shall not include any of the following:

1. Prohibited subjects of bargaining;
2. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule;
3. 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 grievance when requested by the grievant. The Board designates the administrator of each building to act as its representative at Level One and the

Superintendent or his/her designated representative to act at Level Two as hereinafter described.

C. The term "days" as used herein shall mean days in which school is in session. During summer recess, the term "days" shall be weekdays Monday through Friday, 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 void the grievance.

E. Level One – A teacher alleging a violation of the express provisions of this contract shall within five (5) days of its alleged occurrence or within five (5) days after the teacher or group of teachers has knowledge thereof orally discuss the grievance with the building administrator in an attempt to resolve same.

If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two – A copy of the written grievance shall be filed with the Superintendent or his/her designee 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 Superintendent or his/her designee shall arrange a meeting with the grievant and/or the Association representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designee shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building administrator in which the grievance arose, and place a copy of same in a permanent file in his/her office.

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 Board by filing such written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled meeting.

Level Three – Upon proper application as specified in Level Two, the Board shall allow the teacher or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within twenty (20) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings or otherwise investigate the grievance provided, however, that in no event, except with

express written consent of the Association, shall final determination of the grievance be made by the Board more than one month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building administrator for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four – In the event the grievance is not satisfactorily resolved, or if no decision is reached within the twenty (20) day period, the grievance may immediately be transmitted to the Michigan Employment Relations Commission by either party for mediation or directly to Level Five. If not resolved satisfactorily to both parties, either party may proceed to Level Five.

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within twenty (20) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Five not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and binding on the parties.
4. Powers of the arbitrator are subject to the following limitations:
    a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
    b. He/she shall have no power to establish salary schedules.
    c. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board as long as said practice, policy or rule is not in violation of any provision of this Agreement.
    d. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide.
    e. He/she shall have no power to interpret state or federal law.
    f. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
    g. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

h. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

i. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

j. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

F. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.

G. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or participating Association representative are to be at their assigned duty stations.

I. The time limits provided in this section shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

K. If the grievance is satisfactorily resolved at any level, action on the grievance shall terminate.

SECTION 2.1: NOTIFICATION OF POSITION OPPORTUNITIES

A. All new hires may be granted up to five (5) years credit for teaching experience outside the system for verified contractual teaching experience in any public or state recognized non-public school system. These years will only be granted in full-year increments. Such service credit must be for experience gained within a K-12 context or within an approved pre-kindergarten situation. In addition to the first five years, a half year of teaching credit may be granted for each additional full year of such outside teaching experience at the discretion of the District. Total credits may not exceed ten (10).

B. Extra-curricular positions not related to a teaching assignment will be posted for ten (10) working days. Teachers may apply.

C. Teachers interested in a potential transfer shall notify the Superintendent by May 1 in writing.

D. Decisions about placement of a teacher shall comply with Revised School Code Section 1248. The Superintendent or designee decides placement decisions, when a vacancy exists and when a posting is made. Whenever any vacancy in any bargaining unit position in the district shall occur, the Board shall publicize the same by first filing written notice of such a vacancy to the Association and provide for posting in the school building for a period of not less than ten (10) working days prior to filling said vacancy. During the summer recess, "working days" means Monday through Friday. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum.

E. The Superintendent or designee has discretion to place, transfer, or layoff or recall a bargaining Unit member into a position for which they are certified for, for a reason that is not arbitrary or capricious. Teachers must be fully qualified for all aspects of their assignments based on the documentation on file with the Superintendent's office, including the following clear and transparent factors:

   a. Compliance with state and federal laws, regulatory standards, and state grant, and categorical funding requirements;

   b. 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;

   c. 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;

   d. Qualifications determined by the district, including but not limited to credentials necessary for school or program accreditation.

   e. Disciplinary record;

   f. Recency of relevant and comparable teaching assignments;

   g. Effectiveness based on previous evaluations;

   h. Length of service in the grade level or subject area.

   i. Seniority may be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and other factors distinguishing those teachers from each other are equal.

F. Involuntary transfers may be made. The Superintendent or designee will discuss involuntary transfers with the Association.

G. The Teacher and the Association will be notified in person, and outside of the working day or otherwise agreed, of the anticipated placement change and the reason for the change by the Superintendent or designee.

SECTION 2.2: PERSONNEL FILE

A. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Each teacher shall have the right to attach his/her written comments to material in his/her own personnel file within thirty (30) calendar days.

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

C. In the event that a Freedom of Information Act (FOIA) request for information contained in a teacher's personnel file is received, the Administration shall promptly inform the teacher of the request. If the member objects to the release of the requested records, the District shall take such time to the extent permitted by law to respond to the request in providing for the interests of the teacher.

SECTION 2.3: SENIORITY

A. No later than thirty (30) days following the ratification of this Agreement, and by every September 30 thereafter, the Employer shall prepare a seniority list.

B. The seniority list shall be published, posted on the Association bulletin board and electronically mailed to each bargaining unit member by October 1 of each school year. Challenges or revisions to the list must be filed by November 1; otherwise, the seniority list will be considered final for that school year.

C. All seniority is lost when employment is severed by resignation, retirement, discharge, or transfer to a non-bargaining unit position for more than one (1) semester; however, seniority is retained (frozen) if severance of employment is due to layoff.

D. Seniority shall continue to accumulate when Bargaining Unit Members are on approved leaves of absence of one (1) semester/eighteen (18) weeks or less.

E. DEFINITIONS:

1. CERTIFICATION – Shall be defined as holding all certificates, endorsements, licenses and/or approvals required by law and Michigan Department of Education Regulation to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses and/or approvals with the Board. The certification status of a teacher on file with the school district shall be considered conclusive for all purposes under this Agreement.

   The teacher shall provide written notice to the Board and association of any change to his/her certificates, endorsements, licenses, or approvals after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The teacher shall further notify the Board and the Association, in

writing, in the event that he/she petitions the state board for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

2. SENIORITY – Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member's first day of work since the most recent date of hire. All Bargaining Unit Members shall be ranked on the list in the order of their first day of work, as above defined. In the circumstance of more than one individual having the same day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and Bargaining Unit Members so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected Bargaining Unit Members and Association representatives to be in attendance.

SECTION 2.4: PROFESSIONAL DEVELOPMENT

A. The Board agrees that teachers will be in consultation with the planning of professional development. The planning sessions will be organized by the Administration. The number of professional development sessions will be determined by compliance with state guidelines.

B. Workshops which are deemed necessary or helpful by the Administration, due to a curriculum change, must meet with administrator approval. Teachers may participate in administrator approved conferences with reimbursement for such approved conference expenses as determined by the Superintendent. The Association agrees that the Superintendent's determination is non-precedent setting.

SECTION 2.5: BOARD RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the employment related activities of its employees;

2. To hire all employees, and subject to the provisions of the law, and this Agreement, to determine their qualifications and the conditions for their continued employment; to their dismissal or demotions; and to promote, assign, suspend, and transfer all such employees;

3. To establish grades and courses of instruction, including special programs and to provide for the athletic, recreational and social events for the students, all as deemed necessary or advisable by the Board:
4. To select the textbooks and other teaching materials of every kind and nature in consultation with teachers.
5. To determine class schedules, and the hours of instruction and the terms and conditions of employment, limited to the terms of the Agreement;
6. The Board agrees that in all its decisions relating to professional education matters, the Board shall consider carefully and implement where appropriate the recommendations and evaluations of the Association and its members.

B. The exercise of the foregoing powers, authority, duties and responsibility by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the laws and Constitution of the State of Michigan and of the United States.

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

C. Unless expressly provided otherwise in this Agreement, the Board reserves the right to:

1. Direct the work of its employees.
2. Maintain the efficiency of the school operations.

SECTION 2.6: TEACHER ASSIGNMENT

A. Teachers shall not be assigned outside the scope of their teaching certificate and qualifications or their major or minor field of study except by mutual agreement.

B. If a change in a teaching assignment should occur during a school year or after school, the teacher or teachers who are affected will be contacted within a reasonable time to discuss the change.

C. The parties agree that the assignments given to probationary teachers are critical to both the success of the teacher and the educational program. Accordingly, the parties further agree that such teacher before being assigned to serve in extra duty capacities such as coaching, class or club sponsorships, etc., may consult with their mentor teacher.

D. Nothing contained in this agreement is intended to preclude the District from hiring a non-certified teacher. The Association shall be notified in writing when the District hires a non-certified teacher and what the requirements will be for that probationary teacher to get the proper certification.

SECTION 2.7: CLASSROOM EVALUATIONS

A. All district teachers will be evaluated pursuant to the 5D+ instructional framework performance evaluation system.

B. The District will measure student growth as Twenty Percent (20%) of the evaluation. For the 2024-2025 school year and beyond.
   a. The student growth and assessment data shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the teacher and administrator.
   b. Student growth data from specific students with extreme circumstances that prohibit an accurate measure of growth will not be included in a teacher's student growth component if written consent is provided by the teacher's principal/evaluator.

C. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

D. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation.

E. The District will ensure that the classroom teacher will receive written feedback within fifteen (15) calendar days after each classroom observation.

F. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items.

G. There shall be two (2) scheduled classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 30 days apart. The first observation shall occur no later than December 15 of each school year.

H. Effective July 1, 2024, a year-end performance evaluation effectiveness rating, of effective, developing, or needing support.

I. The year end evaluation shall be delivered no later than two (2) weeks prior to last teacher workday of the school year.

J. If a classroom teacher works less than sixty (60) days, then the classroom teacher must receive an unevaluated rating. If the classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

K. Teachers who are issued an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year 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 in consultation with 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, which is aligned with the existing classroom teacher's IDP.

L. A mentor for classroom teachers rated developing or needing support or for classroom teachers as required by Michigan law.

M. Tenured classroom teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations shall be evaluated biannually, but if the classroom teacher is not rated as effective on one of the biannual year-end evaluations, the classroom teacher must receive year-end evaluations. If a classroom teacher on the biannual track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations.

N. Any non-compliance with the evaluation process as described above shall first be discussed between the teacher and the administrator and if not resolved may be subject to the grievance process.

O. 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.

P. Rights of Tenured Teachers:

An Arbitrator, however, has jurisdiction to consider a grievance filed under the grievance procedure by a tenured teacher who receives two (2) consecutive ratings of "needing support."

SECTION 2.8: REDUCTION IN PERSONNEL AND RECALL

A. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions to be reduced.

B. Reduction in force and recall decisions must be made based on classroom teacher effectiveness criteria established in revised School Code Section 1249.

C. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, the district will interview laid-off teachers who are adequately certified and qualified for the position.

D. At least thirty (30) calendar days' notice of reduction in force will be provided to the classroom teacher and the Association absent extenuating circumstances.

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

F. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

G. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified, and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall.

SECTION 2.9: DISCIPLINE OF TEACHERS

A. A teacher may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. The District reserves the right to apply disciplinary measures consistent with the severity of the infraction. The Board agrees to implement the concept of progressive discipline for disciplinary decisions.

All discipline will be in writing and placed in an individual's personnel file and the teacher will be forwarded a copy. Non-disciplinary directives will not be placed in an individual's personnel file.

B. The District does not have to apply discipline in a progressive manner, but rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

C. All employees will have Weingarten rights.

D. Tenured teachers can pursue all available remedies under the Michigan Teachers' Tenure Act.

SECTION 3.1: PROTECTION OF TEACHERS

A. The school recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary action and methods invoked by him/her shall be reasonable and just. It shall be the responsibility of the teacher to report to the administrator the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. Administrators and teachers will work cooperatively in resolving discipline problems which disrupt good classroom operations. Student discipline shall be in accordance with the adopted student handbook.

B. Any case of assault upon a teacher shall be promptly reported to the Board of Education or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. It is understood that the Board is not obliged to provide legal counsel to represent said teacher.

C. A bargaining unit member may, at all times, use such force as is necessary and permissible under the law to protect himself/herself, another person or property from attack, physical abuse or injury. The Employer will further provide such assistance as is outlined in A and B above to teachers acting in accordance with school policy in such situations.

D. Any complaint made against a teacher by a parent, student, or other person will be called to the attention of the teacher within two school days, absent extenuating circumstances, in which case it shall be done as soon as possible. If the Administration does not feel that the complaint is serious or if there are no grounds for the complaint, such issues will not be communicated to the teacher. No such complaint will be included in the teacher's personnel file unless and until the teacher has been informed of the complaint and the identity of the complainant is made known to the teacher (subject to the requirements of law or appropriate investigative or judicial bodies).

E. If any material to be placed in the teacher's personnel file is shown to be illegal or in error, the material will be corrected or expunged from the file, whichever is appropriate.

F. To ensure safety and security for all members of the school family (students, staff and community), it is understood that no employee shall be mandated to train for the purpose of carrying weapons on school property. If an employee decides to opt-out of any training that may be offered, their personal decision will not adversely affect placement, evaluation, or any other aspect of their employment.

G. The Employer will reimburse teachers for loss of personal property less depreciation, or repair such damaged personal property not covered by insurance, provided that the Employer has determined that the bargaining unit member was acting within the scope of his/her authority, and when such damage was caused through physical assault while

on duty or destruction of personal property. Personal property damage shall be limited to a maximum of up to two hundred dollars ($200) per incident.

SECTION 3.2: INSTRUCTIONAL MATERIALS

The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. A committee shall be established who may make a recommendation for upgrading, replacing, or renewing such instructional materials and supplies to the board of education at their next scheduled meeting. The committee shall be composed of four (4) members—two (2) appointed by the superintendent and two (2) appointed by the association. Participation shall be voluntary.

SECTION 3.3: TEACHING CONDITIONS

A. The Board shall make available in the school building a furnished room, which shall be reserved for use as a staff lounge. The Board shall also provide access to restrooms and lavatory facilities for teacher use.

B. Telephone facilities shall be made available to teachers for their reasonable use. One telephone shall be placed in the teacher's lounge so that better communication may be established with parents. Toll charges on personal calls shall be the responsibility of each bargaining unit member.

C. Designated parking facilities shall be made available to teachers for their use.

D. The teachers may make reasonable use of the building facilities for Association business or meetings. It is understood that the teachers will reimburse the Board for any costs incurred.

E. Pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining of negotiation and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under the 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 right conferred by Act 336 or other laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

SECTION 3.4: TEACHING HOURS, LOADS AND ASSIGNMENTS

A. The teacher's working day shall begin 10 minutes before the first bell and end 15 minutes after student dismissal. Teachers shall be outside their assigned classroom monitoring the hallways/classroom from the student's first bell until the start of class. If school is dismissed early because of weather conditions, teachers may leave after the students. Teachers will not report for work when school is not in session due to weather. Teachers may leave at the end of the last workday of the school year when they receive check-out clearance from the administrator. The times in this sub- section are subject to change under situations as covered under Section 3.4 G, below.

B. All bargaining unit members shall be given at least a thirty (30) minute duty free lunch period.

C. Each full-time secondary teacher will be given a preparation period five (5) times a week for a five (5) period day. Each full-time elementary teacher will receive a preparatory time equivalent in length (same number of minutes) to secondary teachers for a normal five (5) day week. Part-time regular teachers will be given preparation time according to the percent of the normal five (5) day week.

D. When bi-weekly staff meetings are held after school, they will be no longer than one hour in length. Exceptions may be made for illness or pre-arranged with building administration.

E. Under no conditions shall a teacher be required to drive a school bus.

F. If a situation arises that would cause a change in the starting and ending times without changing the number of hours worked, then both parties agree to reopen this issue for negotiation.

Additionally, the parties shall meet at least sixty (60) days prior to the end of each school year to determine necessary action to be taken to comply with the State requirement regarding clock hours of instructional time or instructional days. The parties agree that the District shall comply with such requirements and that additional student contact time, if needed, shall be provided from within the existing student day as was in effect during the immediately preceding school year, if possible. The next option to be considered would be from within the then current existing teacher day as referenced in Section 3.4 A above, if possible. Only such additional time as is required by law shall be so structured by the parties.

G. To the extent required by law, the parties will add hours of student instruction to the calendar, to make up "ACT OF GOD" hours lost during the school year, in order to meet the minimum requirement of hours of student instruction. Such hours will be scheduled by mutual agreement between the parties, but if no agreement can be reached they will be scheduled on consecutive weekdays beginning on the first scheduled record day in June, with the scheduled record days moved to the end of the calendar. Any hours not required to be made up by law shall not be added as make-up hours. Teachers shall receive no additional compensation for these hours.

H. Teachers shall maintain responsibility for supervision of students during on-duty time when

such students are or could be reasonably be expected to be under their control (e.g., passing times, hallways, etc. when the teacher is present, library research or special projects at the direction of the teacher, athletic contests or student activities when the teacher is witness to student behavior).

I. Bargaining unit mentor teacher positions shall be developed on an as-needed basis to function as an advisor/resource person to probationary teachers by the employer according to the following guidelines:

1. Such mentor teachers shall be tenure teachers or have three (3) or more years of experience with the district.
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 released time as approved by his/her administrator to use to observe or otherwise be available to the probationary teacher assigned.
4. The mentor teacher shall not be expected to act in a 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 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 administrator. The probationary teacher involved shall have input into this process.
7. Mentor teachers shall be paid Five Hundred ($500.00) Dollars per year and will perform the following activities:

   A. 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.
   B. 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 administrator at the end of the school year.
   C. Suggest current research, provide insight, and suggestions for improving instruction in both the probationary teacher's subject area and in classroom management strategies.

D. At least one planned classroom visit conducted during the year.

E. Help the probationary teacher select appropriate professional development that meets the state guidelines.

J. The district may schedule an open house on one of the two professional development (PD) days at the beginning of the school year. If the district chooses to have an open house, teachers shall not work more than a normal workday. Additionally, both parties will mutually agree to the time and length of the open house.

SECTION 3.5: CLASS SIZE

The Board recognizes the importance of low pupil-teacher ratio and as a goal will consult with teachers involved to try to limit the number of students in a class to thirty (30) in grades 9-12 and twenty-eight (28) in grades 6-8, (25) in grades 4-5, and (23) in grades K-3.

SECTION 3.6: LEAST RESTRICTIVE ENVIRONMENT

Least Restrictive Environment is legally mandated and any "student with disabilities" should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Education Planning Committee (IEPC). The general education classroom teachers and appropriate special education teachers, with the administration, are jointly responsible for implementation of the IEP and for attending the educational needs of special education students assigned to the teacher's class. Teachers agree to cooperate in the delivery of special education and related services as those terms are defined in 34 CFR 300.13.

A. If any member, in writing, advises the administration of a reasonable basis to believe that a student with disabilities assigned to the member has a current IEPC report that is not meeting the student's unique needs as required by law, the teacher shall report such concerns to the administration. The member so advising the administration shall be invited to attend the IEPC.

B. The following conditions shall apply to placement of a student with disabilities in general education classrooms:

1. Any member who will be providing instructional or other services to a student with disabilities in a regular education classroom setting shall be invited, and enabled, to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom.

   In instances where it is not possible to identify in advance of an IEPC general education teachers who ultimately will have students with disabilities assigned to their classroom(s), meetings will be convened with such general education teachers as soon as possible following the placement of the student(s) to explain the conclusion of the IEPC and to provide for the teacher to have input into the process.

2. The administration shall provide, prior to such placement whenever possible, in-service training to the teacher regarding the instruction and behavioral management of such students with disabilities in the regular education classroom setting, including but not limited to, the differing approaches, problems and techniques to be utilized with varying conditions as are likely to be faced in the given situation. Such in-service training shall be at Board expense and shall be mutually arranged with the teacher(s) to be involved. If such prior training is not possible, the training will be provided as early as can be arranged after the placement has occurred
3. The administration shall provide, prior to such placement whenever possible, awareness information to the affected members regarding placement of students with disabilities in the class(es).
4. The Administration shall provide inclusion rooms that are not comprised of more than fifty percent (50%) special education students when class size is more than twenty (20). Additional sections of the class will be created.
5. Bargaining unit members shall not be required to work in unsafe working conditions. All unsafe working conditions shall be reported to the administration promptly.

C. Except in life threatening or extenuating circumstances, no member shall be required to perform medical, hygienic or other non-instructional specialized procedures for or on students with disabilities such as, but not limited to: suctioning, catheterization, diapering, or attending to any personal hygienic or medical need(s) of the student(s). Any such extenuating circumstances shall be preceded by notification of the Association that such circumstances exist and provide an opportunity for the Association and the teacher(s) who may be affected to meet and discuss the issues involved and how best to meet the needs of the student.

In such situations, it is expressly understood that should the teacher agree to provide such procedures or services, he/she shall be provided with training appropriate to the situation with all expenses paid by the Board. If an employee decides to opt out of any training offered, their personal decision will not adversely affect placement, evaluation or any other aspect of their employment.

It is further agreed that the Board will maintain an Errors and Omissions Insurance Policy to cover members, (to the extent permitted by law), whose actions comply with Board policies, and are within the appropriate scope of their normal job duties and responsibilities including duties as provided in this section. The terms of the insurance policy shall be controlling regarding defense or indemnity of Bargaining Unit Members. The insurance policy carried by the Board shall provide policy limits for Two Million Dollars ($2,000,000.00) coverage.

The Board does not agree to self-insure for obligations beyond the insurance policy, or in the event of a policy exclusion or limitation. The sole obligation undertaken by the Board shall be limited to payment of premium amount for such coverage, subject to the conditions enumerated in this paragraph.

SECTION 3.7: BARGAINING UNIT INFORMATION

A. Beginning February 13, 2024 designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following:
   1. First, middle and last name.
   2. Start date of employment in current bargaining unit.
   3. FTE, step, lane placement with annual salary (Base contractual wage or Schedule A only).
   4. Building(s) and room number(s) assigned.
   5. Employee identification number (if applicable).
   6. State Personal Identification Code (PIC) if applicable.
   7. Name of position.
   8. Work email address and personal email address.
   9. Home mailing address.
   10. Home and cell phone number.

B. The above-listed information shall be provided via email in a shared document to the Association.

C. Designated Association representatives shall be given, via e-mail in a shared document, the same information detailed in Section A above within thirty (30) 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 e-mail in a shared document no later than ten (10) business days after the member's last day of employment.

E. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than sixty (60) days shall be reported to the designated Association representatives via e-mail in a shared document no later than ten (10) business days after the first day of leave. Notification of any bargaining unit member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the designated Association representatives via e-mail no later than ten (10) business days after the first day of return.

F. The district shall also provide the Association with bargaining unit costs and salary information when requested by the MEA office.

SECTION 4.1: PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

A. With the superintendent approval, any certified teacher may be released from duties and allowed up to two (2) days per year to attend bona fide related educational meetings, without

loss of pay. The Board may pay for mileage, meals, lodging and fees. These days are not cumulative.

B. At the beginning of every school year each teacher shall be credited with three (3) non-accumulative days, to be used at his/her discretion for teacher's personal business. It is understood that such days are primarily intended to be used by the teacher to conduct personal business which ordinarily could not be accomplished outside of the workday. Cognizant of community relationships, each teacher is encouraged to use sound judgment in the use of such days. It is further understood such leave shall not be granted for the first day or the last day of the school year, nor on the first working day preceding or following a vacation or holiday. Teachers may use only one (1) of their personal days during the last twenty (20) student instructional days. The Superintendent, upon request, has the right to grant exceptions. Personal days shall be taken in increments of half days (1/2) or full days. Bargaining unit members may be deducted one fourth (1/4) of a day for missing staff meetings.

   A teacher planning to use a personal leave day or days shall notify his/her administrator at least five (5) days in advance, except in cases of emergency.

   No more than two (2) teachers will be granted personal leave on any given day unless otherwise approved by the Superintendent. In the event that more than two (2) teachers apply for such leave on any given day, the two (2) applications received first will be those approved.

C. Any teacher who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact finding, shall be paid his/her full salary for such time, if the matter is school related. In such cases any witness fee paid to the teacher shall be remitted to the school district. It is further understood that the Board and the Association shall use restraint in subpoenaing witnesses for testimony during work hours.

D. At the beginning of every school year, the Association shall be credited with a total of four (4) days to be used by teachers who are officers or agents of the Association. No more than two (2) teachers will be granted Association leave on any given day. The Association agrees to notify the Superintendent at least three (3) days in advance of taking such leave, and, furthermore, the Association agrees to reimburse the District for the cost of the substitute.

E. Any teacher called for jury duty during school hours shall be paid his/her full salary for such time. The teacher agrees to return to the District any compensation he/she receives for jury duty, other than for expenses.

F. With resignations or late hires, personal and sick days shall be prorated based on the number of days worked.

SECTION 4.2: UNPAID LEAVES OF ABSENCE

A. Any teacher whose personal illness or disability extends beyond the period compensated under Section 4.3 will be granted an unpaid leave of absence up to one (1) year for complete recovery from such illness or disability.

B. A leave of absence of up to one (1) year without pay may be granted upon application and approval by the Board to any teacher for good cause for the purpose of providing infant child care. An employee may request the termination of child care leave prior to the prearranged leave return date, and the Employer will determine if such request is possible.

A leave of absence may be granted pursuant to the Family and Medical Leave Act of 1993, amended 2008 version. **FMLA leave may be paid if the bargaining unit member has enough accumulated sick days otherwise FMLA leave may be unpaid.**

C. The teacher, in order to return to work from the above leaves, shall furnish the District with a statement from his/her physician, if applicable, indicating that he/she is fit to perform his/her teaching duties.

D. Upon the request to the Board, a leave may be granted to a tenure teacher who desires to improve himself/herself through a full-time study program. Upon satisfactory completion of the said program, the teacher shall advance, if appropriate, on the salary schedule.

E. Teachers who are officers of the Michigan Education Association or are appointed to its staff may upon proper application be given a leave of absence up to two (2) years for the purpose of performing the duties for the Association. Teachers given leaves of absence without pay for this purpose, shall not receive credit toward annual salary increment on the schedule.

F. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. Teachers on military leave from the Boyne Falls School System, shall receive credit of increments and sick leave days up to a maximum of two (2) years which would have been credited to them had they remained in active service to the District. It is expressly understood by the parties that a teacher on this leave will not receive more credit than an active teacher.

G. During a leave of absence there will be no accumulation of additional leave days.

H. Other leaves and renewals or extensions of leaves may be granted by the Board including leaves for holding an elected public office.

I. Teachers returning from any leave shall notify the employer at least sixty (60) days prior to their expected date of return to work.

SECTION 4.3: ILLNESS AND DISABILITY

A. At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate from year to year to a maximum of 120 days. However, there will be no transference of any accumulated unused sick leave days

except for those circumstances specified in paragraph 4.3 F to a sick leave bank. Furthermore, there will be no payment of any portion of any unused leave days at the time of release, resignation, of any teacher. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:

1. Personal Illness or Disability – The teacher may use all or any portion of his/her leave to recover from his/her illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.

   Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated on the same terms and conditions as are applied to other temporary disabilities including but not limited to those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance with insurance programs, etc.

2. Illness in the Immediate Family – Bargaining unit members may not use more than ten (10) of their accumulative sick leave days for this purpose. More days may be granted at the discretion of the Superintendent. It is agreed that the immediate family shall include household members, grandchildren and parents or parents-in-law.

3. Qualifications for Use of Leave Days:

   a. To qualify for a leave day, the teacher shall notify the appropriate designated contact to arrange for a substitute.
   b. Hours of class periods of planned absences or emergencies shall be cumulative to full day equivalencies and deducted from leave days in ¼, ½, ¾, or full day increments.
   c. Any teacher whose illness or disability extends beyond any three (3) consecutive days may be requested to furnish a doctor's certificate.

4. Accumulated Leave Days:

   a. Accumulated leave days are carried over for those teachers returning from the previous year or teachers who are returning from an approved leave of absence.
   b. A list of accumulated leave days will be provided to each teacher and will be placed in the teacher's opening packet at the beginning of the school year.
   c. Leave days used above those accumulated shall be deducted from the next pay period after the time of usage.

B. A teacher will be granted a maximum of five (5) days, two of which will be docked from the teacher's sick days, per death (multiple deaths in the family at the same time excluded) in the immediate family (spouse, mother, father, daughter, son, mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, son-in-law, daughter-in-law or any relative living in your residence).

C. Each teacher shall be granted one (1) day per year to attend the funeral of any person. No more than two (2) teachers may be absent on any given day for this purpose.

D. A teacher who shows exceptional care in non-use of available sick and personal (Section 4.1B) days shall be given the following bonus on the last pay of the school year:

0-0.5	days used for the school year	$500.00
1-1.5	days used for the school year	$250.00
2-2.5	days used for the school year	$125.00

E. Upon retirement, the Board shall reimburse the member or beneficiary for the number of accumulated sick leave days at the time of such termination, at the rate of twenty-five dollars ($25.00) per accumulated day, not to exceed one hundred and twenty (120) such days.

F. Any bargaining unit member who wishes, may voluntarily donate up to three (3) days of his/her accumulated sick days per school year to another bargaining unit member facing personal long-term illness or the long-term illness of an immediate family member. Additionally, this benefit may be used to assist less senior bargaining unit members who may not have had the opportunity to accrue the number of days necessary for specific incidents of personal or family illness. The bargaining unit member who receives donated days shall exhaust his/her own sick day allowance before accessing this benefit.

SECTION 5.1: INSURANCE PROTECTION

A. For full-time teachers who select plan A, the board's obligation to pay the MESSA PAK health insurance portion of the plan A premium and costs shall be limited to the following amounts and the teacher shall pay any portion of the health insurance premium and costs in excess of the following amounts through payroll deduction for a school year calendar:

Full Family: $21,007.83 annually

Two Person: $16,109.06 annually

Single Subscriber: $7,702.85 annually

The aforementioned amounts shall be adjusted per the publicly funded health insurance contribution act to be consistent with the "caps" in section 3 of that legislation. To determine the health insurance portion of the Plan A premium and costs, the board shall obtain from MESSA information needed to ascertain the Plan A premium and the premiums for the separate insurances which comprise Plan A.

Both parties agree that once this contract expires employees will be responsible for paying the January 1 MESSA renewal increase commencing with the January payment until a successor agreement is reached.

Boyne Falls School will be policyholder of any insurance packages.

PLAN A:	ABOVE BENEFITS INCLUDE:
Choices II	PPO
	Saver RX Prescription ($10/$40)
	500/1000 deductible
	$20 office visit

Each member has the option to change coverage choice to ABC plan 1 on an individual basis effective January 1 each year. This option must be submitted to the business office, in writing, by November 1 annually.

On an annual basis, the Association shall have the ability to make changes to its health care plan options.

LTD Plan I	60%
	90 Calendar Days modified fill
	$3,500 Monthly Maximum
	Social Security Offset: Family
	Alcoholism/Drug Addiction – Two (2) Year
	Mental/Nervous – Two (2) Year
	Delta Dental Plan
D-004	80/80/80 with $1,300 maximum lifetime ortho
Negotiated Life	$50,000 AD&D
Vision	VSP – 3 Plus P 250 CL

PLAN B:

Delta Dental Plan	
E-007	80/80/80 with $1,300 maximum lifetime ortho
Negotiated Life	$50,000 AD&D
LTD	60% as above
Vision	VSP - 3 Plus 250 CL

B. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

Employees not wishing health insurance subsidy and choosing MESSA Plan B, may apply the equivalent of an individual employee's single subscriber premium, per the cap as described in Section 5.1 A toward any of the MESSA or Board-approved options.

For bargaining unit members who choose MESSA Plan B, The Board shall provide a cash option up to the single subscriber health insurance premium per the cap as described in section 5.1 A to the following:

1. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.
2. The amount of cash payment received may be applied by the bargaining unit members to an MEA financial services or other approved tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.
3. The program will become effective not more than ninety (90) calendar days from the ratification of this agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.
4. All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.
5. The section 125 Administration shall be provided by MESSA Optional or other approved carrier. The employer shall enter into a MESSA Optional administrative services contract.

C. Insurance benefits shall be offered to part-time teacher(s) separate from the MESSA referenced under Section 5.1 A, above, but shall be determined by the appropriate (i.e., half (1/2) time pro-ration of the amount of portions the premium the employer pays for plan a full-time employees-(for example, the board will pay a half time employee getting single subscriber 50% of $5,500 even if the cost of the health care premium is greater than the $5,500 cap). This premium amount shall be available to the teacher(s) to purchase on an ala carte basis from the MESSA health, dental, vision, life and/or long-term disability plans offered by the carrier.

If such part-time teacher(s) do not elect health, then the teacher(s) shall be allowed to place the amount determined in the paragraph above up to the single subscriber premium towards options as provided for in Section 5.1 B, above. Should the teacher(s) wish to place all or part of this amount towards an annuity as referenced under Section 5.1 B, the teacher(s) shall be allowed to utilize the Section 125 plan referenced under this section as a cash option in lieu of health benefits to do so.

D. Any amounts exceeding the employer subsidy share shall be payroll deducted. The payroll deduction shall be pre-tax unless a written notification is submitted to the district by the

teacher.

E. After January 1, 2017, employees who opt for cash in lieu of health insurance shall provide reasonable evidence of alternate health insurance coverage for the employee and dependents prior to such election.

SECTION 5.2: SALARY SCHEDULE

2024-2025: Steps and lanes granted and 12% salary increase

	BA	BSA+18	MA	MA+15
1	44,398	46,499	49,284	51,253
2	46,222	48,428	51,214	53,267
3	48,057	50,366	53,141	55,265
4	49,883	52,283	55,072	57,267
5	51,715	54,211	56,998	59,275
6	53,526	56,138	58,933	61,295
7	55,373	58,070	60,855	63,289
8	57,207	59,997	62,783	65,298
9	59,033	61,932	64,718	67,303
10	60,863	63,855	66,640	69,307
11	62,698	64,821	67,609	70,310
12	64,516	67,713	70,539	73,360
13	64,516	67,713	70,539	73,360
14	64,516	67,713	70,539	73,360
15	67,096	70,420	73,360	76,297
16	67,096	70,420	73,360	76,297
17	67,096	70,420	73,360	76,297
18	67,096	70,420	73,360	76,297
19	67,096	70,420	73,360	76,297
20	68,386	71,777	74,770	77,762
21	68,386	71,777	74,770	77,762
22	68,386	71,777	74,770	77,762
23	68,386	71,777	74,770	77,762
24	68,386	71,777	74,770	77,762
25	69,677	73,130	76,181	79,229

2025-2026: Steps and lanes granted and 3% salary increase

	BA	BSA+18	MA	MA+15
1	45,730	47,894	50,763	52,791
2	47,609	49,881	52,751	54,865
3	49,499	51,877	54,735	56,923
4	51,379	53,851	56,724	58,985
5	53,266	55,838	58,708	61,053
6	55,132	57,822	60,701	63,134
7	57,034	59,812	62,681	65,188
8	58,924	61,797	64,666	67,257
9	60,804	63,789	66,660	69,322
10	62,689	65,770	68,639	71,386
11	64,579	66,766	69,637	72,420
12	66,452	69,744	72,655	75,561
13	66,452	69,744	72,655	75,561
14	66,452	69,744	72,655	75,561
15	69,109	72,533	75,561	78,586
16	69,109	72,533	75,561	78,586
17	69,109	72,533	75,561	78,586
18	69,109	72,533	75,561	78,586
19	69,109	72,533	75,561	78,586
20	70,438	73,931	77,013	80,094
21	70,438	73,931	77,013	80,094
22	70,438	73,931	77,013	80,094
23	70,438	73,931	77,013	80,094
24	70,438	73,931	77,013	80,094
25	71,768	75,324	78,467	81,606

2026-2027: Steps and lanes granted and 3% salary increase

	BA	BSA+18	MA	MA+15
1	47,102	49,331	52,286	54,375
2	49,037	51,377	54,333	56,511
3	50,984	53,434	56,377	58,631
4	52,920	55,467	58,425	60,754
5	54,864	57,513	60,469	62,885
6	56,786	59,557	62,522	65,028
7	58,745	61,606	64,561	67,143
8	60,691	63,651	66,606	69,275
9	62,628	65,703	68,659	71,402
10	64,570	67,743	70,698	73,527
11	66,516	68,769	71,726	74,592
12	68,446	71,837	74,835	77,828
13	68,446	71,837	74,835	77,828
14	68,446	71,837	74,835	77,828
15	71,182	74,709	77,828	80,943
16	71,182	74,709	77,828	80,943
17	71,182	74,709	77,828	80,943
18	71,182	74,709	77,828	80,943
19	71,182	74,709	77,828	80,943
20	72,551	76,149	79,324	82,497
21	72,551	76,149	79,324	82,497
22	72,551	76,149	79,324	82,497
23	72,551	76,149	79,324	82,497
24	72,551	76,149	79,324	82,497
25	73,921	77,584	80,821	84,054

SECTION 5.3: COMPENSATION

A. The salaries of teachers are set forth in the Section 5.2 attached to this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

B. Teachers involved in voluntary extra-duty assignments shall be paid as set forth in Schedule B.

C. Salaries shall be paid in twenty-one (21) equal payments every other Friday or equal payments every other Friday ending with the pay day following the last calendar workday of the school year. Bargaining unit members electing to choose twenty-six (26) payments option

must do so in writing to the administrative office before the first teacher workday. Such option will remain in effect during the contractual year.

D. A teacher shall receive thirty-five dollars ($35.00) per hour when substituting at the request of the Administration for another teacher during their prep period. Teachers shall serve in this capacity on a voluntary basis and shall maintain the right to refuse.

E. To qualify for the B.A.+18, M.A., or MA+15 lanes on the salary schedule, a teacher must submit transcripts to the Superintendent during the first month of school for credit to be granted for the first trimester and during the first month of the trimester for credit to be granted during subsequent trimesters. All credits earned must be on a university approved program or approved by the Superintendent to qualify for the B.A.+18 schedule and earned after receipt of teaching certificate.

F. The Salary Schedule A is based upon a normal weekly teaching load as defined in Section 3.4 during normal teaching hours. For extra work, the teacher shall be entitled to appropriate additional compensation as outlined in paragraphs B and D of this Section.

G. It is understood that retirement from the Boyne Falls School will follow federal and/or state statutes.

H. If, for the benefit of the District or the teachers professional growth, the Superintendent requests a teacher to take a college course, all tuition and fees shall be paid by the Board. Any courses which a teacher desires to take for such improvement, or which are mandated by the state or federal government may, at the discretion of the Superintendent, have tuition paid by the Board. All tenured teachers shall have up to three (3) semester hours of graduate credit on a planned program, leading to a graduate degree or previously approved by the superintendent with tuition paid by the Board for each school year.

I. The salary of any teacher who is laid off at the end of the school year, paid unemployment compensation during the summer and subsequently recalled at the beginning of the next school year will be adjusted so that the teacher's unemployment benefits plus his/her annual salary will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off.

J. Summer hours for counselors, when needed and requested by the Administration, shall be scheduled by mutual agreement between the Administration and the counselor. Compensation for such hours shall be at the rate of Twenty-Seven Dollars and 50/100 ($27.50) per hour.

SECTION 5.4: SCHEDULE B

A. Extra Duty = % of B.A. Schedule based on experience at Boyne Falls Public School in the same field of Athletics, Grade Sponsorships, or other individual activities may earn experience credit up to a maximum of eight (8) years

Classification	Percent	Advisors	Percent
Basketball, Varsity	10		
Basketball, Jr. Var.	7		
Basketball, Jr. Hi	5	9th Grade	1-1/2
Baseball, Varsity	6	10th Grade	1-1/2
Softball, Varsity	6	11th Grade	2-1/2
Track, Varsity	5	12th Grade	3-1/2
Cheerleading	4		
Student Council (HS)	3	Pep Band	2
Student Council (MS)	1	JR. NHS	1
National Hon. Soc.	2	Music	2
Volleyball, Varsity	10	Volleyball, JV	7
Volleyball, Jr. Hi	5.0	Golf	2 1/2
Athletic Director	17	Archery	2 1/2
Cross Country	7	Hoophouse Attendant	5