

LABOR AGREEMENT

July 1, 2015 – June 30, 2016

Between

BENTON HARBOR AREA SCHOOLS

and

**BENTON HARBOR EDUCATION
ASSOCIATION/MEA/NEA**

AGREEMENT

THIS AGREEMENT entered into this 14th day of July, 2015 by and between the BENTON HARBOR AREA SCHOOLS, BERRIEN COUNTY, MICHIGAN hereinafter referred to as the "Board" and the NORTHERN BERRIEN COUNTY EDUCATION ASSOCIATION/MEA/NEA and its local affiliate, the BENTON HARBOR EDUCATION ASSOCIATION/MEA/NEA, hereinafter referred to as the "Association."

WITNESSETH:

The general purposes of this Agreement are to set forth the salaries, hours and all other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful Employer-Employee relations for the mutual interest of the Board, the faculty, and the students who attend the Benton Harbor Area Schools. Recognizing that providing a quality education for the students in the District is the primary objective and obligation of the parties hereto, the Board and the Association, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

Providing a comprehensive education for the students of the Benton Harbor Area Schools is the paramount aim of this school district. The Board of Education, the Administrative Staff, and the Professional Teaching Staff have definite responsibilities in providing such education, therefore, we hereby declare:

WHEREAS, the Board under law, has the responsibility for establishing the policies for the District, and

WHEREAS, the Administrative Staff has the responsibility for carrying out the policies established, and

WHEREAS, the Professional Teaching Staff has the responsibility for carrying out the established educational policies in the classroom, and

WHEREAS, the parties to this Agreement have a common goal of providing the best possible education for all students, and

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE I - RECOGNITION

SECTION A: BARGAINING UNIT DESCRIPTION.

The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified professional personnel employed by the Board, including all classroom teachers, summer school teachers, alternative education teachers, speech therapists, psychologists, social workers, guidance counselors, librarians/media specialists, learning facilitators career technological teachers, literacy and math interventionists and permanent substitutes employed directly by the Board in the same position for sixty (60) consecutive working days. Such representation shall exclude the Superintendent, assistant superintendents, directors, principals, assistant principals, administrative assistants, coordinators, supervisors, paraprofessionals, secretaries, custodians, bus drivers, cooks and other food service employees, maintenance personnel, per diem substitutes, and all other administrators and non-teaching employees of the Board.

TEACHER DEFINITION.

The term "teacher" when used hereinafter in this Agreement shall refer to all employees who are included in the bargaining unit. In the event the District takes advantage of the new legislation allowing the District to hire noncertificated individuals, the District shall provide the Association, if requested, a copy of any documentation provided to the State Department of Education to verify that there was not a certificated applicant to fill said position.

SECTION B: BARGAINING AGENT.

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

SECTION C: TEACHER RIGHTS.

**ARTICLE II NOTHING CONTAINED WITHIN THIS CONTRACT SHALL BE CONSTRUED TO DENY OR RESTRICT TO ANY TEACHER RIGHTS HE/SHE MAY HAVE UNDER THE REVISED SCHOOL CODE, OR OTHER APPLICABLE LAWS AND REGULATIONS. THE RIGHTS GRANTED TO TEACHERS HEREUNDER SHALL BE DEEMED TO BE IN ADDITION TO THOSE PROVIDED ELSEWHERE. IT IS UNDERSTOOD AND AGREED THAT THIS CONTRACT SHALL SUPERSEDE AND GOVERN ALL INDIVIDUAL TEACHER EMPLOYMENT CONTRACTS. -
ASSOCIATION RIGHTS**

SECTION A: ASSOCIATION REPRESENTATIVES.

Upon advance notice to the building administrator or other functional area administrator, the Association and its representatives shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Notwithstanding the provisions of this Section, nothing herein shall be construed to prohibit the Benton Harbor Area Schools District from requiring visitors to a particular building to check in at the Principal's Office upon entering and leaving said building.

SECTION B: ASSOCIATION MEETINGS.

Mondays, after the teachers' regular hours, will be reserved for teacher organizational and/or Association meetings. The members of the Association's Board of Directors or Executive Board shall be released by the Principal following the dismissal of students, to attend the Association's

Board of Directors or Executive Board meetings, so long as such teachers fulfill their responsibilities to the students.

SECTION C: ASSOCIATION DAYS

Leaves of absence with pay and without loss of benefits shall be granted to those teachers elected or selected to represent the Association at meetings with the Administration and to attend educational classes or conventions conducted by the NEA or MEA, unless otherwise mutually agreed upon between the Association and the Board. A written request for such leaves shall be presented to the Superintendent or his/her Designee by the Association at least one (1) week prior to the beginning of the anticipated absence. No more than ten (10) days will be granted for such leaves of absence in any one school year and the duration of any one leave shall not exceed five (5) school days provided that a substitute teacher is available for the day. "Upon request the Superintendent or Designee can grant additional days."

Those teachers elected or selected to represent the Association who are granted leaves of absence under this Section shall reimburse the Benton Harbor Area Schools for any monies placed into the employees' retirement fund for time on Association business leaves/days.

SECTION D: ASSOCIATION PRESIDENT'S RELEASE TIME.

- (1) The release time for the BHEA President shall be a maximum of six (6) days per school year to be used at the Union's discretion. Release hours may be utilized in one-half day increments. The BHEA president shall be released without loss of pay or other benefits. A BHEA president from the secondary level (7-12) may leave his/her assigned building during his/her conference or planning period which shall be scheduled for either the first or last period of each day. A BHEA president from the elementary level (K-8) shall be released from his/her designated building up to two (2) half-days per week on a consistent and uniform basis, not to exceed six (6) days per contract year. A BHEA president from other areas of the bargaining unit shall be provided two (2) half-days release time per week, not to exceed six (6) days per contract year.
- (2) The BHEA also agrees to reimburse the Board for costs listed below, incurred for substitutes when the President is from the elementary (K-8) level. Such reimbursement shall be for one-half (1/2) the daily substitute rate. Should an individual substitute exceed sixty (60) one-half (1/2) days substitution for the BHEA President, the BHEA agrees to assume the additional cost of contractually provided health insurance. The BHEA and the Board agree to share proportionately, based upon substitution time for the parties, any incurred costs of unemployment compensation. The BHEA financial obligation to the Board for the President's release time shall be limited to regular elementary (K-8) classroom teachers.

- (3) The Board reserves the right to select the substitute and to require continuity of service from that substitute when the BHEA President is from the elementary (K-8) level. In no case shall the selection process or continuity waive the right to the specified release time.
- (4) The Association President granted release time in accordance with this Section shall reimburse the Benton Harbor Area Schools for any monies placed into said employees' retirement fund for time release per this Section as permitted under Public Act No. 197 of 1982, as amended.

SECTION E: USE OF FACILITIES AND EQUIPMENT.

The association shall have the right to use school buildings and facilities, e-mail, telephones, computers and printers, fax, internet access, copying machines, and other duplicating equipment at times other than when the equipment is not otherwise in use or needed for school business, provided approval is obtained from the individual directly responsible for said equipment. The association shall pay for the reasonable cost of all materials and supplies incident to such use. No charge shall be made for the use of school facilities any time when buildings are operational and not secured.

SECTION F: BULLETIN BOARDS.

The Association shall have the right to post notices of activities in matters relating to Association business on teacher bulletin boards, one of which shall be provided at each educational site, and shall be monitored by the building Association Representative. Any material posted shall contain nothing of a defamatory nature or involve members of or candidates for the Board of Education.

SECTION G: MAIL SERVICE.

The Association may use the regularly established mail service and teacher mail boxes for communication of Association business to teachers, provided the material transmitted contains nothing of a defamatory nature or involves members of or candidates for the Board of Education. All material placed in the district mail service shall be signed by an official of the Association.

SECTION H: DISTRICT RELATED INFORMATION.

The Board agrees to furnish to the Association in response to reasonable requests all available information (pursuant to the Freedom of Information Act) concerning the financial resources of the District, including but not limited to: annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations (including county Board budgets); agenda and minutes of all non-executive Board meetings; treasurers report; and the census and membership data. The Board will also make available the names and addresses of all teachers; salaries paid thereto, and any educational background; and such other information as will assist the Association in developing intelligent, accurate, informative, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. The Association shall

reimburse the District for the reasonable cost in preparing and furnishing any information not normally compiled and not readily available.

SECTION I: TAX, CONSTRUCTION, AND EDUCATIONAL POLICY.

Whenever the Board is desirous of Association assistance in the promotion of any new or modified budgetary or tax program, construction program (exclusive of site options), proposals for major educational policies, or additional operational and/or building millage, the Association shall be given the opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

SECTION J: COPIES OF AGREEMENT.

The District shall provide a copy of the collective bargaining agreement on the District's web site within 60 days of ratification.

SECTION K: PERSONNEL DIRECTORY.

The District Personnel Directory shall be published on the District web site by November 15 of each school year and shall include a listing of Association officers and contact information.

ARTICLE III - TEACHER RIGHTS

SECTION A: NON-DISCRIMINATION CLAUSE.

The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race, color, creed, religion, sex, height, weight, age, handicap, marital status, nationality, or political belief, nor shall either party discriminate against any employee because of his/her membership or nonmembership in the Association, or because of his/her participation or lack of participation in the Association's functions and/or activities. It is understood and agreed that this provision shall not expand the time limits specified in any applicable law.

SECTION B: TEACHER PERSONNEL FILES.

A teacher shall have the right to review, upon written request, the contents of his/her personnel file, excluding initial employment references which reveal the identity of the person making said reference, maintained by the District following initial employment. A teacher may be accompanied by a representative of his/her choice during such a review. All material related to a teacher's employment which is used to determine the teacher's qualifications for employment, promotion, transfer, additional compensation or which is disciplinary in nature will be kept in a central personnel file in the Human Resources Office. All records not covered in this provision shall be subject to examination by the teacher in accordance with the Freedom of Information Act.

No material, including but not limited to student, parent, or school personnel complaints originating after initial employment will be placed in a teacher's file unless the teacher has an opportunity to review the material.

The following minimum items of information will be available in the personnel file:

All teacher evaluation reports;
Transcripts of academic records;
Tenure recommendation;
Requests for transfer and leaves; and
All disciplinary documents.

All written recommendations, made to a prospective employer, shall be based solely on the contents of the teachers personnel file. Release of such material by the District shall be in accordance with PA 397 (1978), as amended.

When a teacher is requested to sign material placed in the personnel file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. A teacher shall have the right to submit a written statement regarding any material contained in the personnel file. Such statement shall be attached to the disputed document. Should material placed in the file be determined inappropriate or in error by the Superintendent or designee, or through the grievance procedure, the material will be corrected or expunged from the file, whichever is appropriate. It shall be the responsibility of the Board to remove any documents from a personnel file that are required by law to be removed.

SECTION C: PROTECTION OF BARGAINING UNIT WORK.

ARTICLE IV THE DUTIES OF ANY TEACHER OR THE RESPONSIBILITIES OF ANY POSITION IN THE BARGAINING UNIT WILL NOT BE TRANSFERRED TO A PERSON NOT A MEMBER OF THE BARGAINING UNIT WITHOUT PRIOR NEGOTIATION WITH THE ASSOCIATION; WHENEVER THE DISTRICT IS CONTEMPLATING PARTICIPATION IN ANY COOPERATIVE EDUCATIONAL PROGRAM SUCH AS, BUT NOT LIMITED TO, A CONSORTIUM ARRANGEMENT WITH OTHER EDUCATIONAL INSTITUTIONS, THE DISTRICT WILL NOTIFY THE ASSOCIATION OF THE DEVELOPMENT OF SUCH PROGRAM AND WILL NEGOTIATE WITH THE ASSOCIATION WITH REGARD TO ANY ATTENDANT CONSIDERATIONS REGARDING WAGES, HOURS, AND WORKING CONDITIONS OF THE TEACHERS INVOLVED, THE ASSOCIATION AND ITS MEMBERS. - PROFESSIONAL TEACHER RESPONSIBILITIES

SECTION A: CONDITIONS OF EMPLOYMENT.

It shall be the responsibility of each teacher to keep his/her teaching certification current and valid. In addition, the following conditions shall be required:

(1) Each new teacher must assume the responsibility for filing his/her valid Michigan teaching certificate, or other document indicating same, with the Superintendent of Schools or designee, before the date of employment. Each teacher shall also file an up-to-date certified transcript of college or university credits or a dated copy of a letter requesting that such transcript be forwarded directly to the Superintendent.

(2) Each teacher shall be required to present evidence of freedom from active tuberculosis in accordance with state health department requirements, to the extent consistent with state and federal law. It shall be the responsibility of the Board to provide each newly employed teacher, with the following:

Appropriate health/option insurance forms; and
Uniform Code of Discipline and Student Rights and Responsibilities.

Board Policies Concerning Member Working Conditions

IF ANY DOCUMENT LISTED ABOVE IS REVISED, THE DISTRICT SHALL PROVIDE AN UPDATED COPY TO ALL TEACHERS WITHIN A REASONABLE AMOUNT OF TIME. SECTION B: PROVIDING PROFESSIONAL SERVICES.

The teacher, in signing a contract with the Board of Education, agrees to perform those professional services as defined by the Board and in conformity with this Agreement. A teacher further agrees to make his/her services available to all students who have been assigned to him/her, taking into account the needs of each individual student and the student's range of ability, experience, performance and goals. It shall be the responsibility of each teacher, within the limits of the resources provided by the Board, to motivate each student, to inspire in students an inquiring mind and respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition, to provide them with understanding and respect for the Constitution, Bill of Rights, the law, and an appreciation of individual personality.

SECTION C: TEACHER-STUDENT RESPONSIBILITY.

A teacher being legally responsible for the students assigned to him/her, shall not leave a class or group of students unattended, except, in an emergency situation affecting the health, safety or welfare of the teacher or students; or where there is an absolute necessity which cannot be taken care of at a time other than break or non-instructional time. In such event the teacher shall secure supervision by another teacher from the immediate area. For purposes of this Section, a class will be considered attended when arrangements have been made with a nearby teacher to periodically check on the students. If the teacher is to be out of the classroom more than ten (10) minutes, the teacher shall notify the principal.

SECTION D: STUDENT PROGRESS.

The Board and the Association recognize that the ability of students to progress and mature academically is a combined result of school, home, economic and social environment. Teachers shall be held accountable for providing the opportunity for academic achievement of the students in the classroom.

SECTION E: ATTENDANCE AND TARDINESS.

The Board and the Association recognize that the regular attendance by a teacher is important for the continuous instruction of students. A teacher's abuse of sick leave or other leaves and

excessive tardiness or absence shall be handled consistently in accordance with the Progressive Corrective Discipline Policy, as amended.

SECTION F: PROFESSIONAL APPEARANCE.

It is the responsibility of teachers to be cognizant of their appearance with respect to dress, grooming, personal hygiene, and manner because it influences the reaction of students to the staff member and to the general learning environment.

SECTION G: TRANSPORTATION OF STUDENTS.

No teacher shall be required to transport students.

SECTION H: LEAD TEACHER

In those buildings having no assistant principal, the principal shall with the consent of the tenure teacher concerned, appoint a lead teacher. This teacher shall be the person designated to report to the principal and/or an administrator any student related problems that need special attention during said administrator's absence. If the principal is absent for more than one-half (1/2) day, the assignment shall be covered by another administrator, or if the lead teacher continues to serve in this capacity, the lead teacher shall be remunerated at the rate of \$10.00 per hour for each additional hour beyond the half (y) day (including all hours of continuous service during the following day(s)). The lead teacher shall not discipline any other employee in the building, nor shall he/she evaluate other teachers. The principal shall notify the lead teacher when he/she will be absent from the building and the length of said absence.

ARTICLE V – COMPENSATION

SECTION A: SALARY.

The basic salaries of teachers covered in this Agreement are set forth in Appendix A which is attached hereto and incorporated in this Agreement.

SECTION B: TEACHING EXPERIENCE CREDIT.

A teacher may be given up to and including five (5) years of credit on the salary schedule set forth in Appendix A for actual teaching experience, provided said experience occurred within the last seven (7) consecutive years and said teacher's credentials are recognized for certification by the State of Michigan. The Board may grant additional credit for extraordinary experience or critical skills when hiring new employees. The Association shall be notified in each instance where a teacher is allowed credit for such experience.

SECTION C: VERTICAL ADVANCEMENT ON THE SALARY SCHEDULE.

Any teacher employed prior to the beginning of the second semester during the course of the school year shall be credited with one year's experience increment toward vertical advancement on the salary schedule.

SECTION D: HORIZONTAL ADVANCEMENT ON SALARY SCHEDULE.

The following definitions and conditions shall apply with respect to horizontal advancement on the salary schedule. For the purpose of this Section, all semester credits shall be from an accredited college or university. Further, all applicable credits shall be defined as credits earned after the date confirming the last highest degree earned and shall be credits of graduate level or above.

(1) BA. Schedule shall apply to all teachers possessing a Baccalaureate Degree from an accredited college or university and holding a provisional, permanent, continuing, professional, occupational or life Teaching Certificate and for those possessing a BA/BS Degree in vocational education and holding a Temporary Vocational Authorization.

(2) BA+20 Schedule shall apply to all teachers possessing at least twenty (20) semester credit hours beyond a Baccalaureate Degree from an accredited college or university and holding a provisional, permanent, continuing, professional, occupational or life Teaching Certificate or Temporary Vocational Authorization. Teachers who, as of February 14, 1978, were on the previous BA+ 15 schedule shall be placed on the schedule but shall be frozen at their previous step until such time as they complete the BA+20 hour requirement.

(3) M.A. Schedule shall apply to all teachers possessing a Master's Degree from an accredited college or university and holding a provisional, permanent, continuing, professional, occupational or life Teaching Certificate or Temporary Vocational Authorization.

(4) MA+15 Schedule shall apply to all teachers possessing at least fifteen (15) semester credit hours beyond a Master's Degree from an accredited college or university and holding a provisional, permanent, continuing, professional, occupational or life Teaching Certificate or Temporary Vocational Authorization.

(5) Ed.S., Ed.D., Ph.D. Schedule shall apply to all teachers holding a provisional, permanent, continuing, professional, occupational or life Michigan Teaching Certificate or Temporary Vocational Authorization and one of the Degrees listed herein.

(6) All credits must be submitted to the Superintendent or designee on an official transcript of credits from an accredited institution of higher learning.

(7) All credits must be at a level at least commensurate with the degree presently held by the teacher, be directly related to the District's school curriculum (for example, but not limited to, school administration), or be directly related to a District approved program of study.

(8) Teachers who are presently accepted in an advanced degree program from an accredited institution of higher learning and have obtained at least one-half (1/2) the credits required shall be adjudged to be in a program approved for advancement.

SECTION E: NON-DEGREED ANNUALLY AUTHORIZED TEACHERS' SALARIES.

(1) Non-Degreed Schedule - no college or less than one (1) year accredited work shall receive eighty-five percent (85%) of the appropriate experience step on the B.A. salary schedule.

- (2) One Year Accredited College Work - shall receive eighty-eight percent (88%) of the appropriate experience step on the B.A. salary schedule.
- (3) Two Year Accredited College Work - shall receive ninety-two percent (92%) of the appropriate experience step on the B.A. salary schedule.
- (4) Three Year Accredited College Work - shall receive ninety-seven percent (97%) of the appropriate experience step on the B.A. salary schedule.
- (5) Four Year Accredited College Work - possessing a BA/BS Degree shall receive his/her step on the B.A. salary schedule. Vocational teachers holding dual certification, B.A./Masters plus vocational certification, shall receive credit on the schedule for their two (2) years work experience.

SECTION F: ELIGIBILITY- FRINGE BENEFITS.

The provisions of this Article on fringe benefits shall apply to those teachers in the regular school year day-school program only. Full-time day regular school year employees shall be entitled to full benefits, and part-time day regular school year employees shall be entitled to a pro-rated share of the benefits. Adult education teachers, summer school teachers, after school and summer driver education teachers, and all other hourly paid bargaining unit members shall be excluded from benefits under this Article.

SECTION G: BOARD PAYMENT OF INSURANCE PREMIUMS.

The Board shall make payment of specified insurance premiums for all eligible employees to assure insurance coverage for the full individual contractual period, up to twelve (12) months, commencing July 1 and ending June 30. These premiums shall be paid throughout that period even though the teacher may not be returning to work the next school year. The open enrollment period shall be jointly established by the Board, the Association, and the insurance carrier(s), including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts increase or decrease affecting the benefit package. When necessary, premiums on behalf of the employees shall be made retroactively or prospectively to assure uninterrupted participation and coverage, provided that not more than twelve (12) months' premium shall be paid for any school year. The Board shall be responsible for providing insurance information including applications and claim materials. If the cost is less, the Board may elect to package the health, life, dental, vision and LTD insurance into a MESSA PAK.

SECTION H: HEALTH INSURANCE.

Effective upon ratification of the Agreement, and for the life of this Agreement the Board shall provide a portion of the premium cost to employee, at his/her discretion for either (I) for MESSA Choices II (or successor comparable plan) for a full twelve (12) month period, for the employee and his/her eligible dependents as defined by MESSA and its underwriter, \$500/\$1000; \$20/\$25/\$50 with Saver RX Pak A or MESSA HSA ABC Plan 1 \$1300/\$2600 deductible with ABC RX.

The District maximum contribution for all medical and health related insurance [PAK A and PAK B] shall be as follows effective upon ratification:

PAK A

- Single subscriber: \$ 449.72 per month
- Two-person subscriber: \$ 987.44 per month
- Full family subscriber: \$1,245.93 per month

PAK B

- Single, no health: \$ 33.39 per month
- Two-person subscriber, no health \$ 52.21 per month
- Family, no health: \$ 82.48 per month

The definition of healthcare costs contribution by the school district shall include all costs identified in P.A. 152 of 2011, as amended. Continue current cash-in-lieu rates shall be maintained. Such employee contributions shall be payroll deducted from bargaining unit members' wages/salaries by the District. The Board shall provide a pre-tax premium payment plan to allow eligible bargaining unit members to pay contributions for healthcare coverage with pre-tax dollars upon receiving a valid written authorization from the member.

SECTION I: INSURANCE OPTIONS.

Where more than one member of the same family, i.e., husband, wife, or unmarried children are employed by the Board and are eligible employees, the Board may specify whether both or all shall enroll as individuals, or whether one shall enroll for full Family Coverage and list the other or others, provided that all such members of the family shall have, at all times, the coverage to which they are entitled by virtue of the employment status of any members of the family. In the event an employee's spouse is employed by someone other than the Board, and his/her employer provides comparable health insurance coverage paid for by that employer, the Board shall be relieved of any liability for the purchase of health insurance for said employee. It is further agreed that the Board will provide for those not choosing 'any of the above, a maximum contribution per month toward the purchase of:

- (1) Short Term Disability;
- (2) Accidental Death and Dismemberment;
- (3) \$10/\$20 Hospital Supplement;
- (4) Additional Life Insurance;
- (5) Additional Dependent Life Insurance;

- (6) Loss of Time (Income Protection);
- (7) Other policies available under MESSA Choices II; or
- (8) MEA Annuities to the extent allowed by tax rules and laws.

The maximum contribution per month will vary depending on the number of participants as follows:

<u>Participants</u>	<u>Maximum Monthly Contribution</u>
1-20	\$105
21-40	\$155
Above 40	\$205

It shall be the responsibility of the employee to inform the Administration of his/her desire for coverage or of any change in family status that may affect the insurance.

SECTION J: LIFE INSURANCE.

For the life of this Agreement, the Board shall provide as part of PAK B a total of \$20,000 Term Life Insurance with \$20,000 Accidental Death and Dismemberment for each employee. For those employees who select MESSA Choices II, the Board will provide a total of \$15,000 Term Life Insurance with \$15,000 Accidental Death and Dismemberment for each employee.

SECTION K: DENTAL INSURANCE.

For the life of this Agreement, the Board shall provide as part of PAK A, PAK B, PAK C dental insurance under Delta Dental Plan H/0-3 with Co-Pay 85/85/50/50, including internal and external coordination of benefits.

SECTION L: VISION CARE.

For the life of this Agreement, the Board shall provide as part of PAK B MESSA vision insurance, Plan VSP 2 Silver.

SECTION M: CONTINUITY OF BENEFITS.

For those employees who are laid off due to lack of work or on prolonged leaves of absence, the Board will pay the subscription (premium) rate for the employee's insurance coverage through the month following the month in which the start of such layoff or leave of absence began. In order for such employees to continue coverage beyond such time, they must make arrangements for the payment of the total premium or subscription rate for succeeding months, in which event coverage will be available to them to the extent permitted by the respective policies and/or certificates.

In the event an employee is laid off, terminated, resigns, or retires during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the twelve

(12) month insurance year earned at the time of the termination, lay off, resignation, or retirement. An employee who is hired with an effective first work day after the first required work day of the school year shall be entitled to employee benefits for a duration determined on a pro-rata basis. In order for such employees to continue coverage beyond such time, they must make arrangements for the payment of the total premium or subscription rate for such succeeding months, in which event coverage will be available to them to the extent permitted by the respective policies and/or certificates.

IN THE EVENT AN EMPLOYEE DIES DURING THE SCHOOL YEAR, THE BOARD SHALL CONTINUE INSURANCE COVERAGE UNTIL THE EMPLOYEE HAS RECEIVED THE PRO-RATA PORTION OF THE TWELVE (12) MONTH INSURANCE YEAR EARNED AT THE TIME OF THE EMPLOYEE'S DEATH. IF THE EMPLOYEE DIES AFTER THE COMPLETION OF THE SCHOOL YEAR, AND PROVIDING THE POLICY PERMITS CONTINUED DEPENDENT COVERAGE, THE BOARD SHALL CONTINUE PAYMENTS OF THE APPLICABLE PREMIUMS THROUGH AUGUST 31 OF THAT YEAR.

SECTION N: PAYROLL DEDUCTIONS.
Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, United Community Fund, or any other plans or programs jointly approved by the Association and the Board, to the extent authorized by law. The companies from which annuities maybe obtained shall be limited to those companies mutually agreed upon between the Association and the Board.

The annuities for which payroll deductions can be made may be adjusted upon request by the Association and approval of the Board of Education, provided there are five (5) teachers who will initially subscribe thereto.

The Board and the BHEA shall not be liable in any way for any benefits or programs for which payroll deductions are made on behalf of a bargaining unit employee nor shall the Board or the BHEA guarantee or warrant, either expressed or implied, any benefits or programs for which said deductions are made.

The Association and the District shall work together to develop a Section 125 plan to protect the parties from tax liability benefits received. This should also include exploration of dependent care spending accounts.

SECTION O: AUTOMOBILE MILEAGE REIMBURSEMENT.

In the event it is necessary for the teacher to use his/her automobile in pursuance of assigned school duties, the teacher shall be reimbursed at the IRS established mileage rate. Teachers who qualify for travel allowance must turn in a monthly statement by the first of each month, for the preceding month's mileage reimbursement.

SECTION P: EXPENSE REIMBURSEMENT.

Teachers who desire to attend selected professional conferences and meetings who received prior written approval of the Administration, will be informed, at the time of receiving the approval to attend the conference, of the amount of reimbursement to be allowed for all expenses related

thereto. If the conference/meeting registration expense is known in advance, the District shall pay same in advance directly to the organization conducting the conference/meeting. Teachers attending such conferences and meetings will be granted sufficient leave time without loss of compensation. Teachers will, upon request, submit a written report regarding such conference.

SECTION Q: EXTRA-DUTY COMPENSATION.

Teachers involved in voluntary extra-duty assignments as set forth in Appendix B, which is attached hereto and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation. In the event that no teacher who meets the posted minimum qualifications requests or is available for Appendix B duties, the Board may fill the position with someone from outside the bargaining unit who will be compensated in accordance with Appendix B.

SECTION R: TEACHER INDIVIDUAL HOURLY RATE.

The teacher's individual hourly rate shall be determined in the following manner:

$$\frac{\text{Teacher's Contracted Annual Salary}}{\text{Number of Contract Days x Teacher's Work Hours Per Day (8)}} = \text{Individual Teacher's Hourly Rate}$$

SECTION S: ANNUAL SALARY.

Checks will be issued to all employees covered by this Agreement on a twenty-six (26) pay basis.

SECTION T: WORKERS' COMPENSATION

Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Act shall be entitled to use accumulated sick leave in one-half (½) day increments to make up the difference between the allowance under the Workers' Disability Compensation Act and his/her regular salary.

The Employer shall continue the insurance benefits for an employee who uses sick leave to make up the difference until such time as the employee's accumulated sick leave is exhausted.

SECTION U: LONG TERM DISABILITY INSURANCE.

The Board shall provide, without cost to the employee, MESSA Plan I Long-Term Disability Insurance including Social Security Freeze. Benefits shall be paid at sixty percent (60%) of salary up to a monthly maximum of \$3,000.00 and shall begin after expiration of the employee's accumulated sick leave or sixty (60) calendar days. Only the last three (3) days of the waiting period need be consecutive and for the same condition.

SECTION V: FILING OF CERTIFICATION OF CREDITS.

Credits earned by a teacher pursuant to the provisions of this Article shall be on file in the Personnel Office by October 15 for salary advancement during the first semester and/or by February 15 for salary advancement during the second semester. Should a teacher be unable to provide an official transcript for said salary advancement by the above dates, a letter certifying successful completion of said credits and/or degree from the granting institution or appropriate instructor will constitute adequate documentation until such time as the official transcript is received.

SECTION W: DIRECT DEPOSIT.

Direct deposit of paychecks shall be made available to each teacher upon signed authorization to deposit their salary in the financial institution of his/her choice, subject to the rules and regulations of such institution.

SECTION X: FLEXIBLE SPENDING ACCOUNT.

The Board shall provide a pre-tax flexible spending plan to allow eligible bargaining unit members to pay contributions for child care expenses, excess medical expenses and other payments allowed by law with pre-tax dollars in accordance with applicable laws and/or regulations and upon receiving a valid written authorization from each bargaining unit member.

ARTICLE VI - TEACHER HOURS

SECTION A: TEACHER'S WORK DAY

All levels shall have a seven (7) hour and fifty-eight (58) minute work day. Teachers shall report before the start of the student instructional day as published by the building principal before the first day for students. Teachers shall remain in the school building ten (10) minutes after student dismissal for the remainder of the teacher work day. All secondary teachers shall remain in the school building twenty (20) minutes after the student dismissal. Each teacher will be informed in writing of the beginning and ending time of the teacher work day and student days.

Each building principal will make such reasonable rules as conditions permit to waive the teacher dismissal rules following student dismissal to allow teachers to leave their building on Fridays and the day before holidays, so long as teachers fulfill their professional responsibilities to the district.

Teachers shall be provided with the required number of State-mandated professional development days.

SECTION B: BEFORE AND AFTER SCHOOL SUPERVISION.

Teachers, grades 9-12, shall be responsible for the supervision of students ten (10) minutes before the start of the student day and ten (10) minutes after student dismissal. K-8 teachers will not be responsible for before and after school supervision.

SECTION C: STUDENT SUPERVISION.

Teachers shall be responsible for the supervision of students during the school day, including, for secondary teachers only, those periods of time designated before and after school. This supervision shall include the classroom and the hallways during student passing time. However, it shall not include bus supervision or lunchroom supervision. At the close of the student day, teachers may be required to escort students to a designated building exit or to a central waiting area. The principal may assign teachers to student supervision in an emergency, or when an unusual condition or situation exists.

If a teacher is voluntarily assigned to supervise students beyond the teacher work day, he/she shall be remunerated at the rate of .001 of the B. A. base to the nearest fifteen (15) minute interval. Should no teacher volunteer for said supervision duty, the building principal shall rotate such duty on a month-to-month basis, beginning with the least senior teacher and continuing in ascending order thereafter.

SECTION D: OTHER SUPERVISION.

No teacher, librarian, nurse, counselor, or speech therapist shall be required to be hall-security guards except in the case of emergency and until a non-certificated employee can be so assigned. It is understood that an emergency shall not exceed two (2) working days.

SECTION E: ELEMENTARY BREAK/PLANNING TIME.

(1) All K-8 teachers will normally be provided one (1) relief period in the morning and one (1) relief period in the afternoon of ten (10) minute duration, as set by the building principal. K-8 teachers shall also be provided a forty (40) minute planning/preparation period outside the student day.

(2) Non-classroom teachers will follow all starting and ending times as classroom teachers, including planning time provided outside the student day. All classroom teachers grade K-8 will receive a total of one hundred twenty (120) minutes of planning time each week during the regular instructional day in addition to their planning/preparation period outside the school day.

During the time which a classroom teacher's students are being instructed by a certified fine arts teacher, each teacher may utilize the time as an additional a planning/preparation period in his/her classroom or other location designated by the building principal.

SECTION F: TEACHER PLANNING/PREPARATION TIME.

The time during which a teacher is scheduled for planning or preparation shall be used by the teacher for planning instruction for his/her students. The planning shall be done in the teacher's classroom or other location in the building. The teacher may use the planning/ preparation time as a conference period with a parent when the conference is held within the school building to which the teacher is assigned. A teacher may leave the building during his/her planning/preparation time when authorization to leave the building has been approved by the building principal.

SECTION G: TEACHERS' LUNCH PERIODS.

All teachers shall have a thirty (30) minute duty-free lunch period.

SECTION H: TEACHER INSTRUCTIONAL WORK SCHEDULE.

The normal teaching load for regular classroom teachers in the K-8 schools will not exceed six (6) hours and forty (40) minutes per day.

At the high school, the normal weekly teaching load for regular classroom teachers will not exceed twenty-five (25) teaching periods and five (5) planning/preparation periods.

SECTION I: COMPENSATION FOR ADDITIONAL TEACHER RESPONSIBILITIES.

If a teacher is required to teach during his/her respective planning time for a semester, and assumes all of the teaching duties and responsibilities including planning for the additional class period/assignment, the teacher shall receive additional compensation prorated on the basis of the teachers base salary, as set forth in Appendix A, attached hereto.

SECTION J: CLASS PREPARATIONS.

All efforts will be made to assign high school teachers no more than three (3) separate preparations per semester.

SECTION K: FACULTY MEETINGS.

Two (2) faculty meetings may be regularly scheduled each month. These meetings shall normally be scheduled on the second (2nd) and fourth (4th) Wednesdays of each month, unless otherwise mutually agreed by the principal and staff. One regular faculty meeting shall be scheduled each month, subject to cancellation by the principal. A second faculty meeting will be scheduled each month for a duration of two (2) hours. Said faculty meeting will be held for the sole purpose of professional development and each teacher will receive a stipend for the additional one (1) hour.* Other meetings will be called as necessary normally on forty-eight (48) hours notice, except in the ease of emergency, and will not extend beyond thirty (30) minutes after student dismissal. All teachers shall be required to attend faculty meetings unless excused by their building principal. Teachers who are enrolled in a class related to their teaching duties or another degree in education for which credit is being earned, shall be excused from these faculty meetings in sufficient time to attend said classes, provided notice is given to the building principal one (1) week prior to the start of the first class. Faculty meetings will convene within fifteen (15) minutes of the dismissal of students and will be restricted to one (1) hour duration (not including time for building AR). Teachers may submit items to be included on the agenda, if done forty-eight (48) hours in advance to the building principal. Said teacher(s) shall assume full responsibility for ascertaining and complying with that which was discussed at the faculty meeting. Teachers shall have the right to request faculty meetings with their building principal which will be held within two (2) working days of said request, where possible. If an itinerant teacher is based in a specific building, he/she shall attend all faculty meetings in that building, as well as up to two (2) meetings for his/her specified area per month.

*For the additional one hour of professional development for the second faculty meeting, all individuals shall receive a stipend of \$30 per meeting attended. The stipend will be paid as determined by the BHEA and the BHAS.

SECTION L: TEACHER MEETINGS WITH PARENTS AND STUDENTS.

Teachers are expected to be available to parents and/or students for consultation. The responsibility of the teacher to be available for conferences with parents and/or students is recognized as a teacher's professional responsibility and shall be encouraged. Such conferences shall be accomplished by personal appointment, which may result in the expenditure of time beyond a teacher's normal day, mutually agreed to between the parent and teacher.

SECTION M: PARENT-TEACHER CONFERENCES.

Parent-teacher conferences in the fall and spring shall be scheduled in accordance with the county approved calendar.

(1) Each K-8 teacher will be allotted three (3) one-half days each semester (or other schedule as may be bargained or required in the school calendar) for parent-teacher conferences who have an enrollment of up to and including twenty-eight (28) students. Extra school time, to be mutually worked out and agreed upon by the building principal and the teacher, will be allowed for conferences for full-time kindergarten teachers and for any other teacher with an enrollment of more than twenty-eight (28) students if conferences are scheduled and additional time is needed.

(2) The District shall provide security personnel for said evening conference times at the K-8 buildings, if requested by the majority of building staff. All teachers are required to attend parent-teacher conferences unless excused by their building principal.

SECTION N: NORMAL TEACHER MEETINGS AND RESPONSIBILITIES.

Nothing herein contained shall be construed to relieve teachers of their obligations to attend, and participate in parent teacher conferences, building meetings, departmental and/or vertical coordination meetings, and other meetings and programs called by members of the Administration.

SECTION O: WITH THE EXCEPTION OF THE MEETINGS AND ACTIVITIES IDENTIFIED IN THIS ARTICLE, NO TEACHER MAY BE REQUIRED TO ATTEND MORE THAN THREE (3) MEETINGS, PROGRAMS, OR ACTIVITIES PER SEMESTER AFTER THEIR REGULAR SCHEDULED WORK DAY. (THIS SHALL INCLUDE REQUIRED PTO MEETINGS.) TEACHER RECORD DAYS.

Teacher record days are to be reserved solely for record keeping and preparation of materials. Teachers shall be at their building on record days at the regular established time and shall not leave the building until the end of the established time, except for a sixty (60) minute lunch period.

Teachers shall not be responsible for the completion of student report cards until the close of the record day. To insure proper completion of student report cards, the principal shall have the right to require a teacher to return the following work day to properly complete student report cards deemed unsatisfactory.

SECTION P: NEW TEACHER ORIENTATION.

Any teacher who is newly employed by the School District shall be required to attend three (3) additional days which shall be added to the beginning of the teacher's work year. New staff shall receive seventy-five (\$75) dollars per day for two of the additional days. One of the days shall be in accordance with the following: one-half (1/2) day shall be used for orientation at the individual's building and one-half (1/2) day shall be utilized as a District-wide orientation. During the District-wide section, the BHEA shall be provided with a minimum of one (1) hour to meet with the newly employed teachers. The remaining two days shall be determined by the District.

Teachers who may be employed after the beginning of the teacher's normal work year shall be provided with a minimum of one-half (1/2) day paid release time to meet with the building principal for the purpose of orientation. This shall be provided within the first week of the individual's employment.

It shall be the responsibility of the building administrator to orient the new teacher to the various forms and policies that the new employee will be required to utilize in the performance of his/her job.

The Assistant Superintendent for Curriculum and Instruction and such other persons as the Superintendent deems appropriate shall conduct two (2) meetings per semester limited to two (2) hours duration for newly hired teachers for the purpose of orienting them to the District and answering questions that may arise.

ARTICLE VII - TEACHING CONDITIONS

SECTION A: TEACHER BENEFITS.

The Board agrees to provide, within the limitations of the budget, the following:

- (1) Fax, computers, printers, internet access and materials and a copying machine, in accordance with building policy, to aid teachers in the daily preparation of instructional materials during the school day. Reasonable materials submitted by the teacher for duplication shall be completed and returned within twenty-four (24) hours, whenever possible.
- (2) Parking facilities and an area to be reserved near each building, when available, for the loading and unloading of materials and equipment.
- (3) Telephones will be provided in all buildings for incoming and outgoing school related calls.
- (4) Lunchroom and lavatory facilities exclusively for adult personnel and a faculty lounge appropriately furnished.

- (5) A desk and filing cabinet for each classroom teacher.
- (6) Space which can be locked shall be provided for a teacher's personal articles in each classroom.
- (7) Storage in each classroom for instructional materials.
- (8) A teacher's edition of basic texts used in each of the courses he/she is required to teach. Teacher's editions of other levels and Board approved texts are to be obtained and returned through the building principal. All efforts will be made, district-wide, to locate and provide these editions.
- (9) Materials required in daily teaching responsibility.
- (10) Both the Board and the Association share a common concern regarding the creation of a proper environment which impacts both students and teachers. When a teacher believes that the physical environment is affecting the educational process, he/she shall notify his/her building principal. If the situation is not rectified within a reasonable period of time, the teacher shall notify the Superintendent or his/her designee in writing. The teacher shall receive a response within a reasonable period of time.

SECTION B: TEACHING TOOLS.

The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Basic instructional materials, for required teaching units, within budgetary limitations will be provided for teachers at the beginning of the school year, or the students' first attendance day, where possible. A student text and related activity unit books shall be provided for each student whenever possible.

SECTION C: INSTRUCTIONAL MATERIALS.

The Board, Administration, and teaching staff shall select instructional materials, to be used in the schools, which reflect the diversity of our society and shall evidence sensitivity to prejudice, stereotypes, and materials offensive to any group.

SECTION D: TEACHER RESPONSIBILITY FOR MATERIALS, EQUIPMENT AND FACILITIES.

Teachers shall be responsible for the proper care and utilization of materials, equipment, and facilities assigned to them.

SECTION E: STUDENT-TEACHER RATIO.

The Board recognizes that the pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees that where, in its judgment, smaller classes will enhance the learning opportunities of the students, it will continue its efforts to maintain equal class size,

at or below maximum class size, as much in keeping with this necessity as is dictated by the financial conditions of the District, the building facilities available, the availability of qualified teachers, and the best interest of the District as administratively deemed feasible. The following recommended standard class sizes will be used at each grade level and subject. The Board and the Association may mutually agree to make necessary deviations from these maximum class sizes due to financial conditions or problems involving student placement.

Calculations of class enrollments shall be made on the Fourth Wednesday in September or the then current official fall student count day of the school year as established by law or regulation. Any equalization of class size shall be completed no later than five (5) working days after the official fall student count.

In the event class enrollments in any particular room exceed the maximum allowable class size, enrollment in such class shall be administratively closed. The Central Administration shall be allowed five (5) working days to make any student count adjustments necessary. Should the student enrollment thereafter decline below the maximum class size, the class shall thereafter be open for additional student enrollment.

If an assigned classroom's student count exceeds the current classroom maximums (agreed to by both parties) the teacher will be responsible for notifying the building administrator in writing immediately upon the occurrence so the administrator may take steps to relieve the overload.

In light of the restructuring of the District's teaching staff, the parties agree that if overload continues for a period of more than five work days beyond the date of the teacher's notification, on the sixth school day the teacher will begin to receive a pro-rata amount of \$15.00 per day, per student to a maximum of \$80.00, for a K-8 Teacher. High School teachers will receive \$2.25 per hour for each student up to a maximum of \$13.50 an hour each day the overage continues to maximum of \$80.00 per day.

Moreover, teachers with overloads will be responsible to immediately notify administration in writing when the number of enrolled students in the classroom is diminished. Students will be distributed as equitably as possible among all similar classes before any overages, or additional overage, will be made to any one class.

Overage payments shall be made at a mutually agreed upon time established by the BHEA and the Board prior to the start of the school year. This payment schedule shall be provided to the teachers in their first pay.

Recommended

ELEMENTARY	Standards	Maximum
Kindergarten	22-24	25
First-Second Grade	22-25	30
Third-Fifth Grade	25-29	32
Combination Room	22-25	30
SECONDARY		
English	25-30	32
Social Studies		
General Education		
Mathematics		

Science		
Language		
Art		
Reading (MS.)	22-25	32
General Music (MS.)		
Physical Education	40-45	50
Health	25-35	40
Business Education	Determined by nature of the	
Home Economics	program and learning stations	
Industrial Arts	available	
Vocation Shops		
Typing		
Lab Sciences		
Remedial Social Studies	20-25	30
Basic Communications		
Practical English		
ICE/Phase Math		
ICE/Phase Science Skills		
Remedial Reading		

OTHER PROGRAMS

(1) Music Programs, with the exception of General Music at the Junior High level shall have no limits on class size.

SECTION F: (2) SPECIAL EDUCATION AND OTHER PROGRAMS WITH EITHER STATE OR FEDERAL GUIDELINES SHALL BE GOVERNED BY THE APPROPRIATE GUIDELINES.ASSIGNMENT OF EXTRA STUDENTS.

In the event of the unavailability of a substitute teacher, a regular teacher may agree to assume the responsibility for all or a portion of the students who are normally assigned to another teacher. The receiving secondary teacher(s) will receive Twenty Dollars (\$20.00) per class period. At the elementary level, the receiving teacher(s) will receive an amount prorated proportional to the fraction of the class assumed at a rate of \$120.00 per day. If no teachers volunteer, the students from a displaced class shall be assigned on a rotating basis, alphabetically to a classroom teacher.

In recognition of the necessity of securing volunteer teachers to accept the assignment of extra students in the event of the unavailability of substitute teachers, the Association hereby covenants to use all best efforts to aid the District in securing such volunteers.

SECTION G: LESSON PLANS AND RECORDS

All teachers are required to prepare lessons plans as developed by the individual teacher. In addition, all teachers shall keep up-to-date records of their students' progress, and such other necessary records and/or information as may be required. Cumulative records shall be kept up to date. Building principals/supervisors may request, at any time, that all of a teacher's records be made available for inspection and verification as soon as teaching responsibilities permit.

SECTION H: LESSON PLAN FOR SUBSTITUTES.

Teachers are required to provide, for the benefit of substitute teachers, three (3) days of lesson plans which, if reasonably possible, are related to and consistent with the state of development of the course, or courses, for which the teacher is responsible.

SECTION I: COLLECTION OF MONIES.

Teachers shall not be expected to collect student monies for any reason.

SECTION J: SPECIAL STUDENT PROBLEMS

The parties, to assist the teacher, will cooperate to increase the psychological and achievement testing program and to correlate such activities with the regular classroom activities of the teacher so as to better meet the needs of special students in the schools. In order to provide for those students who do not qualify for special education classes now offered and who, in the opinion of a screening committee, cannot function in a regular classroom, special classes and curricula shall be provided under the guidance of specially trained personnel, provided funds and qualified personnel are available for such positions.

SECTION K: SPECIAL EDUCATION STUDENT PROBLEMS.

To the extent practical, each teacher shall be made aware of any student in his/her classroom who has been identified as disabled through the IEP process. The Board will provide services through the Special Education Department to work with teachers to meet the requirements of State and Federal mandated Special Education programs. Any concerns on the part of teachers regarding procedures, placement of students, or special services shall be directed to the appropriate principal, supervisor, or personnel in the Special Education Department.

SECTION L: STUDENT TEACHERS.

Supervising teachers of student teachers shall be tenured teachers who voluntarily accept the assignment.

SECTION M: ASSIGNMENT OF DUTIES TO NON-CERTIFICATED EMPLOYEES.

The assignment of duties to non-certificated employees shall be the responsibility of the principal. The assignment of such employees to a classroom, study hall, library, cafeteria, playground, or any other area over which a teacher has a primary responsibility will be made after the building principal has conferred with the teacher, or teachers, who are charged with the supervisory responsibilities of the students. If a teacher voluntarily accepts the assignment of a noncertificated employee, that teacher shall assume the responsibility for sharing in the evaluation of the employee.

In the event a non-certificated employee interferes with a teacher in the execution of his/her responsibilities, the teacher shall notify the building principal of the interference and as soon thereafter as is reasonably possible submit a written report of the incident setting forth all the facts. The principal shall investigate the teacher's complaint and make a determination as to

whether the non-certificated employee should be reassigned, transferred, or disciplined, in accordance with the Progressive Corrective Discipline Policy, as amended.

SECTION N: SAFETY RESPONSIBILITIES.

Teachers are responsible for reporting, in writing, unsafe objects or conditions of which they are aware to the building principal, to protect the students and others from the same, and whenever possible to correct and/or eliminate a safety hazard or condition without undue risk to the teacher.

SECTION O: DUTY DURING EMERGENCIES.

Teachers shall remain on duty, as long as necessary, in the event of emergency situations involving severe weather warnings. Other situations where there is a threat to the health or safety of students/employees and the teacher is required to remain beyond his/her normal work day, said teacher shall be compensated at his/her hourly rate of pay on a pro rata basis.

ARTICLE VIII - STUDENT DISCIPLINE

SECTION A: STUDENT DISCIPLINE.

The Board recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom. The Board and the Association agree to carry out the provisions of the Uniform Code of Discipline consistently so that the educational process may continue with the minimal amount of interruption. When possible, each student shall be provided with a current copy of the Student Disciplinary Code and each principal or designee shall review same during the first two weeks of the student year or within the first week a new student attends the building.

Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or in cases where the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the teacher will consult with the building principal concerning the student. Appropriate discipline, including removal from the class and suspension shall be administered in accordance with the Uniform Code of Discipline. Teachers shall be expected to exercise all due care with respect to the safety and welfare of students and property.

SECTION B: PHYSICAL FORCE AND STUDENT DISCIPLINE.

Any teacher may, at any time, use such force as is necessary to protect himself/herself, a fellow teacher, District employee, or student from attack, physical abuse, or injury. All disciplining of students must be in accordance with the current Uniform Code of Discipline.

SECTION C: STUDENT REMOVAL.

A student will be removed from his/her class, with the consent of the principal, for that particular class session or in the case of an elementary student, for the remainder of the day or for a period

of time mutually agreed upon by the principal and the teacher, when the student has committed acts of gross misbehavior, misconduct, or persistent disobedience or when the presence of the student in the class impedes the education of the balance of the class because of the disruptions caused by said student. The teacher shall provide the principal a detailed written report, on a form provided by the Board, of the particulars of the incident by the end of the school day. The principal may schedule a conference with the teacher and the student's parents. The principal will furnish, on said form, the teacher with a written statement of the action taken, which will be in accordance with the provisions of the Uniform Code of Discipline.

In appropriate circumstances, a classroom teacher may suspend a student for up to one full school day without the consent of the administration consistent with the terms and conditions of PA 103 of 1999, the Uniform Code of discipline and administrative rules and regulations.

SECTION D: TEACHER ASSAULT.

Any case of attempted or actual physical assault upon a teacher shall be promptly reported to the immediate supervisor. The immediate supervisor shall immediately report any such incident to the Central Administration for referral to legal counsel. The Board of Education and legal counsel shall review the Code of Student Discipline to determine appropriate action.

SECTION E: CHILD ABUSE OR NEGLECT REPORTING.

The parties recognize that the handling of suspected child abuse or neglect is governed by the provisions of the Child Protection Act. Among other things, the Child Protection Act requires that teachers who have reasonable cause to suspect child abuse or neglect must report same to the Department of Human Services/Child Protective Services. Therefore, the Board will adopt no policy nor shall the administration establish any rule or regulation, practice, procedure, or requirement which is inconsistent with the provisions of the Child Protection Act. Provided however, in the event the teacher makes a referral to the Department of Human Services/Child Protective Services, a copy of any written report or form submitted by the teacher shall also be provided to the building principal by such teacher.

ARTICLE IX - TEACHER PROTECTION

SECTION A: TEACHER REPRESENTATION.

Prior to any warning, reprimand, or disciplinary action, a teacher shall be so notified and shall be entitled, upon request, to have a representative of the teacher's choice (who is readily available within the given school day) from the Association present. When a request for such representative is made no action shall be taken with respect to the teacher until such representative of the Association is present. If the Board or Administration requests a written statement from a teacher subsequent to any incident or complaint, the teacher shall be entitled to consult with the Association President or designee or Uniserv Director prior to issuing such statement.

SECTION B: NON-DISCIPLINARY COMPLAINTS AGAINST A BARGAINING UNIT MEMBER.

Upon receipt of any non-disciplinary complaint, including a non-disciplinary complaint filed by an administrator, the complainant shall file, on a form agreed upon by the Association and the Board, a written report with the building principal or employee's supervisor. The report shall include the date filed, the specific non-disciplinary complaint, and the names and signatures of all complainants. A copy of the non-disciplinary complaint shall be provided to the employee within five (5) working days of the time that said complaint was filed with the administration. A non-disciplinary complaint will not become part of a personnel file.

SECTION C: DISCIPLINE OF MEMBERS NOT SUBJECT TO MICHIGAN TEACHERS' TENURE ACT.

All bargaining unit members who are not subject to the Michigan Teacher Tenure Act shall not be disciplined (including warnings, reprimands, demotions, discharges, or other actions of a disciplinary nature) without just cause. The parties shall subscribe to the concept of progressive discipline, which unless the seriousness of the offense warrants accelerated discipline, minimally includes oral warning, written reprimand, suspension with or without pay, with discharge as a final and last resort. Any disciplinary action taken against a non-tenured member shall be appropriate to the behavior which precipitates said action. Any such action which is claimed to be unjust shall be subject to the professional grievance procedure. Information to be utilized in any grievance shall be shared by both parties.

SECTION D: TEACHER LEGAL ASSISTANCE.

If a teacher is the subject of civil action brought by a student or parent for action taken within the scope of one's professional employment, and the teacher acted consistent with Board policy the Board will provide legal counsel and render all necessary assistance to the teacher's defense. Teachers shall have the right to retain outside legal counsel at their own expense.

SECTION E: TEACHER DEFENSE.

When legal proceedings occur in which the District is involved in the defense of a teacher against a suit brought by a student or parent, any time lost will not be charged against a teacher provided the teacher acted consistent with Board policy.

SECTION F: PROPERTY DAMAGE REIMBURSEMENT.

The Board will reimburse teachers for any damage or destruction of clothing or personal property, excluding vehicles, up to Two Hundred Dollars (\$200.00), not due to negligence on the part of a teacher, which is not covered by other insurance in connection with any incident arising out of and in connection with one's professional employment.

SECTION G: COMMUNICABLE DISEASES.

If the District intends to adopt a communicable diseases "policy" that would affect the wages, hours, or working conditions of any member of the Benton Harbor Education Association, the District shall notify the Association that it wishes to commence bargaining on said issue. Bargaining shall commence within fifteen (15) work days of the written notice from the District.

ARTICLE X - ASSIGNMENTS VACANCIES AND TRANSFERS
ARTICLE XI OF NON-CERTIFIED STAFF

SECTION A: RELEASE TIME FOR TRANSFERS.

Teachers involuntarily transferred or reassigned after the opening of school shall be allowed one (1) day of released time prior to the effective date of transfer or reassignment in order to prepare for said transfer or reassignment.

SECTION B: ADDITIONAL NON-TEACHING ASSIGNMENTS.

Any assignment in addition to the normal teaching schedule during the regular school year, including after school curriculum programs, extra duties enumerated in Appendix B and summer school courses shall not be obligatory. Preference in making such assignments will be given to properly qualified and certificated tenure teachers who are regularly employed in the district during the regular school year.

SECTION C: FILLING OF VACANCIES.

(1) Employees who wish to be considered for a posted vacancy shall submit their application, within the ten (10) business day period, in writing, to the Superintendent or his/her designee.

SECTION D: (2) ALL CANDIDATES WILL BE NOTIFIED IN WRITING WITHIN TEN (10) BUSINESS DAYS WHEN THE POSITION IS FILLED. NOTICE OF FUTURE RESIGNATION.

In order for the Board to plan for and provide a qualified teaching staff, any teacher resigning at the end of the school year shall notify the Board in writing as early as possible. Any teacher resigning prior to the beginning of the ensuing school year shall notify the Board in writing at least 60 days before September 1. Failure to so notify, in the absence of mutual consent, may result in the teacher's loss of continuing tenure.

SECTION E: RELEASE FROM EMPLOYMENT CONTRACT.

Teachers will not request release from their contract obligation during the school year except in case of dire necessity. The Board may respond with any or all of the following: demand specific performance of the contract, consent to the release contingent upon the Board finding a qualified replacement, require a minimum of two (2) week's notice, accept the request while specifying that failure to give the required notice may lead to forfeiture of continuing tenure.

SECTION F: RETURNING TO BARGAINING UNIT.

A teacher who transfers to or is hired for an administrative or supervisory position before September 1, 2003 and later returns or is newly assigned to a position in the bargaining unit, shall be entitled to those years of service he/she served as a teacher for purposes of length of service in the bargaining unit, and shall be entitled to accumulate years of experience on the salary schedule for all years served as a teacher and an administrator/ supervisor.

A teacher who transfers to or is hired for an administrative or supervisory position on or after September 1, 2003 shall have his/her bargaining unit seniority frozen without any additional accumulation for up to a consecutive two (2) year period while serving as an administrator/supervisor. If such a teacher remains in an administrative or supervisory position for longer than a consecutive two (2) year period, he/she shall forfeit all bargaining unit seniority previously acquired. An administrator who is directly hired into the District as an administrator shall accumulate no bargaining unit seniority.

ARTICLE XII SECTION G: DISCRETIONARY TRANSFER RIGHTS A TEACHER MAY REQUEST FOR A TRANSFER FOR THE FOLLOWING SCHOOL YEAR TO A DIFFERENT BUILDING UNIT MUST BE MADE IN WRITING BY APRIL 1, AND PRESENTED TO SUPERINTENDENT OR HIS/HER REPRESENTATIVE WITH A COPY OF THE REQUEST SENT TO THE BUILDING PRINCIPAL. THE APPLICATION SHALL SET FORTH THE SCHOOL, GRADE, OR POSITION SOUGHT. - SENIORITY

SECTION A: SENIORITY: LENGTH OF BARGAINING UNIT SERVICE.

For the purposes of this Article, length of bargaining unit service in the District shall be measured in semester units of employment from the initial date of hire (when the person first reported for work and received pay) in a bargaining unit position in the District. If a teacher has served as an administrator/supervisor, only those semesters worked as a bargaining unit member as provided in Article X, Section J shall be counted in this Section. When a teacher does not work an entire semester, credit will be given for any semester in which employment in the bargaining unit position is for half or more of the semester. Time spent on layoff by tenure teachers shall be counted as service time under this Section; however, time spent on layoff by probationary teachers shall not be considered as service time. Teachers who are less than full-time will have their semester credits pro-rated.

The first year of any approved leave of absence shall be counted towards seniority credit. Subsequent years of leave shall not be counted.

SECTION B: SENIORITY LIST.

For the duration of this Agreement, the Board and the Association agree to recognize the Master Seniority List as was determined by lottery on November 14, 1981, and subsequently amended, with the mutual consent of the parties. Effective June 1, 2003, the rank and order placement on the seniority list of newly hired teachers with the same initial date of hire will be determined by a drawing. Affected staff will be notified of the date, time and place of the drawing and be permitted to be in attendance, along with the President of the Association.

Any teacher who enters a new semester seniority unit category due to:

1. Break of professional services;
2. Return from leave of absence of over one (1) year's duration;

3. Return to the bargaining unit after administrative service;
4. Acquiring fractional seniority because of less than full-time service; or
5. Not being included in the lottery conducted on November 14, 1981 shall be placed at the end of his/her appropriate semester seniority list conforming to the provisions of this Section, not later than December 15 and April 15 of each school year.

SECTION C: RECALL BENEFITS.

Teachers who were laid off and subsequently recalled shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits at the time of recall shall not be considered proper reasons for failure to be reinstated.

SECTION D: NOTIFICATION OF RECALL.

It shall be the responsibility of each laid-off teacher to keep the Board informed of his/her current address, email address and telephone number. If a teacher fails to accept an offer of re-employment within ten (10) days from the date of receipt of the letter, or when the District receives notice that the certified letter is "non-deliverable," the teacher shall be considered a voluntary quit and shall have no further rights of reinstatement.

ARTICLE XIII - SICK LEAVE

SECTION A: GENERAL SICK LEAVE PROVISIONS.

The provisions hereinafter provided shall be automatically temporarily suspended any time ten percent (10%) or more members of the teachers report in sick coincidentally with a labor dispute involving Benton Harbor teachers. Teachers whose illness precedes the dispute will not be affected.

SECTION B: SICK LEAVE CREDITS.

At the beginning of employment, each regular full-time teacher shall be pre-credited with sick leave days on the basis of one (1) day per month to a maximum of ten (10) days per year, which shall be cumulative from year to year. The Association agrees to cap the sick day accumulation at one hundred twenty (120) days. Employees with more than 120 days currently, will be held harmless and will retain their current sick day counts however, with no accumulation of additional days.

SECTION C: SICK LEAVE STATEMENT.

The Board shall furnish each teacher with a written statement by October 1 of each year setting forth his/her total accumulative sick leave credit.

SECTION D: UTILIZING SICK LEAVE CREDITS.

Teachers who have accumulated sick leave credits may utilize sick leave for personal illness, disability or quarantine, and as otherwise provided in this Article. In the event the teacher has

exhausted all sick leave credits and a medical doctor certifies that it is necessary for said teacher's personal health to continue off duty, said teacher shall apply for a leave of absence without pay or fringe benefits for the duration of the illness or temporary disability but in no event will sick leave extend beyond one (1) calendar year.

Qualified employees shall be eligible for paid sick leave in increments of not less than one-half (1/2) day from and to the extent of their unused accumulated sick leave credits in the following situations:

- (1) When an employee's absence from work is due to the employee's non-duty incurred illness or injury provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or controlled substance, unless the employee has committed one's self to a recognized and medically accepted cure program, or was not attributable to causes occurring while performing work for which the employee is paid by someone other than the Board.
- (2) When an employee's spouse, child, or parent becomes ill, or is accidentally injured, the employee shall be entitled to five (5) days of accumulated sick leave credits when it is necessary for said employee to be absent.
- (3) A father, upon the birth of his child, may use up to three (3) sick leave credits when it is necessary that he be absent from work for the purpose of caring for his other children.
- (4) Evening Parent-Teacher conferences shall be considered as one-half (1/2) day for the purpose of utilizing sick leave credit. Further, the one-half (1/2) compensatory time day shall be considered as one-half (1/2) day for the purpose of utilizing sick leave credit.
- (5) An eligible employee may on a once-a-year basis elect to convert up to a maximum of ten (10) sick leave days into a year-end merit payment at the rate of \$35 per day. To be eligible for such merit payment, an employee must maintain a balance of at least sixty (60) accrued sick leave days in his/her account after the conversion of the sick days. Requests for merit payments shall be given to the Employer in writing and be signed by the employee no later than December 1 each calendar year. Payment of the merit payment shall be made during December.

SECTION E: SECURING A SUBSTITUTE.

In the event a teacher is going to be unavailable for work, the teacher shall follow the Board's designated procedure for securing a substitute as early as possible. Once a teacher has reported as being unavailable for work, it shall be the responsibility of the Administration to arrange for a substitute teacher. In the case of itinerant teachers who are assigned to more than one (1) building, it shall be the responsibility of the teacher to inform appropriate personnel in the building(s) where the itinerant teacher is assigned. Classroom teachers in the affected buildings shall be advised of the absence of any itinerant teacher so they may plan accordingly. It shall be the responsibility of the teacher to call the school before the close of the student's school day, the day preceding the intended date of return in order that the substitute can be released. The failure of a teacher to timely notify the Board of unavailability for work so that a substitute may be obtained or the release of the substitute shall result in the regular teacher losing a day's pay. Teachers are not to employ substitute teachers directly under any circumstances. If a teacher

becomes ill during regular school hours, the teacher shall promptly notify the building principal so that other arrangements may be made to cover the teacher's responsibilities.

SECTION F: DOCTOR'S CERTIFICATION.

The principal or appropriate administrator may require a medical doctor's statement if the District believes there is a pattern of abuse of sick days or to ascertain a teacher's physical and/or mental fitness to return to duty at the conclusion of an extended sick leave due to illness or injury.

ARTICLE XIV - OTHER LEAVES OF ABSENCE

SECTION A: TEACHER PERSONAL LEAVE DAYS.

At the beginning of each school year, each full-time teacher will be credited with two (2) paid personal leave days per year. Personal leave days are entirely separate from sick leave and may be used at any time provided the following requirements are met:

- (1) The teacher has completed six (6) months of continuous service with the District.

The request for time off is submitted, in writing on a form provided by the Board, to the building principal/supervisor who shall forward it to the Superintendent or his/her designee for his/her approval. At the time the request is submitted, the teacher shall inform the building principal/supervisor of the requested day(s) off. The request must be filed in advance of the desired time off so that it reaches the Superintendent or his/her designee at least five (5) school days before the intended date of absence in order for the request to receive consideration, and if approved, the necessary arrangements can be made. Permission for such leave will not be unreasonably withheld. Emergency requests will be given consideration, and if approved, they will be granted as soon as possible. "Personal Leave" shall be sufficient reason for such requests.

- (2) Except in emergency situations as determined by the Superintendent, such personal leave will not be permitted on the last school day prior to, or the first school day following a recess period, or during parent conference days, or student record days. Personal leave days shall be available for the practice of individual religious preferences. In addition, teachers may take days without pay, as needed to fulfill these obligations.

- (3) Unused personal leave days shall be added to the teacher's accumulated sick leave.

SECTION B: FUNERAL LEAVE.

A teacher shall be paid his/her salary for each day necessarily lost for each death in the immediate family, not to exceed three (3) days, to enable the teacher to make arrangements for and attend the funeral. When travel, distance, or other circumstances warrant, additional days of absence may be allowed without pay, or may be deducted from an employee's personal leave or sick leave days. If there is no personal or sick leave credit available, a salary deduction will be made on a pro-rated contractual daily salary basis. Immediate family is interpreted to include spouse, child, parent, foster parent, grandchild, grandparent, brother, sister, father-in-law,

mother-in-law, brother and sister-in-law, son and daughter-in-law, stepchild, step-parent, and any other person for whose financial or physical care the teacher is solely responsible.

SECTION C: OTHER FUNERAL LEAVES.

In the event of the death of a student or colleague employed by the District, the Board agrees to allow teacher representation at the funeral as determined by the Superintendent or designee.

SECTION D: JURY/WITNESS DUTY.

A teacher called for jury duty or to give testimony before any judicial or governmental tribunal shall be compensated for the difference between the teacher's pay and the pay received from the performance of such obligation, with the exception of cases involving legal action brought against the Board by the Association or any member thereof. If a teacher is released from jury/witness duty in ample time to report to the assigned work station one (1) hour or more before the end of the teacher's work day, said teacher shall so report in order to receive pay therefore. Any witness, jury or subpoena fee, excluding mileage or meal reimbursement, received by the teacher shall be deducted from said compensation. A grievant and the grievance chairperson who are called to testify during working hours at any arbitration hearing shall be paid his/her full compensation for such time.

SECTION E: UNPAID LEAVE.

Teachers may request up to five (5) days of leave without pay. Such leave may be granted by the Superintendent.

SECTION F: LEAVES IN CONJUNCTION WITH RECESS PERIOD.

Leaves of absence will not be granted for the extension of school recess periods, except in cases of dire necessity, as determined by the Superintendent or designee. The Association agrees that absences for such purpose are a violation of this contract and are cause for withholding and deducting the teacher's salary at the teacher's daily rate of pay.

SECTION G: DISABILITY LEAVE.

In the event a teacher becomes temporarily disabled, the teacher may use accumulated sick leave days. Upon expiration of all such sick leave, or at any time during the disability, the teacher shall be granted a disability leave of absence without pay or Board paid fringe benefits for a period not to exceed one (1) calendar year providing certification from a medical doctor supports the necessity for such leave.

Should a teacher be able to reasonably anticipate the need for a temporary disability leave because of illness, injury, or pregnancy, such teacher shall notify the Superintendent or his/her Designee one (1) month prior to the anticipated beginning of the disability leave of absence. Said teacher shall be granted a temporary disability leave of absence without pay or Board paid fringe benefits for a period of up to one (1) calendar year, unless the teacher desires to return to work earlier, in which event the teacher shall:

(1) Submit in writing notice of intent to return to work to the Superintendent or his/her Designee one (1) month prior to the expected date of return; and,

(2) Provide a certificate from a medical doctor attesting to the fact that the teacher's physical condition is such that said teacher is able to return to work to an assignment for which he/she is qualified and certificated.

In the event the work and/or attendance of a teacher is adversely affected due to a disabling condition prior to the teacher's voluntary taking a leave of absence, the teacher shall be required to take an involuntary disability leave of absence should the Board's medical doctor substantiate the need for such involuntary leave. In the event a teacher fails to return to work upon the expiration of a disability leave, the teacher shall be terminated and forfeit any further rights the teacher may have had under this Agreement or individual contract. Teachers who desire to continue their health insurance while on a disability leave may do so at their own expense, subject to the conditions and terms of the insurance carrier. Upon return from disability leave, the District shall reinstate a bargaining unit member consistent with the law. During any such voluntary or involuntary disability leave, seniority shall accrue to the affected teacher.

Regular salary increment advancement shall accrue if such temporary disability leave of absence duration is ninety (90) teacher work days or less.

SECTION H: CHILD CARE LEAVE.

A tenure teacher may be granted a child care leave, up to one (1) year, without pay or Board paid fringe benefits. No salary increment shall occur during said leave.

SECTION I: FAMILY AND MEDICAL LEAVE ACT.

Pursuant to the Family and Medical Leave Act of 1993, as amended, an employee shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:

- (a) Birth, adoption, or foster care placement of an employee's child;
- (b) Serious health condition of an employee's spouse, child, or parent;
- (c) The employee's own serious health condition.

The District shall provide the same group health care coverage during the employee's leave, up to twelve (12) weeks per twelve (12) month period of time. The employee returning from a leave under this act shall be returned to his/her previous position or equivalent position.

To be eligible for a leave under this section, an employee must have been employed by the District for at least two semesters. An employee shall only be eligible for such leave once during any twelve (12) month period and all leave shall be granted only in accordance with the provisions of the federal law. An employee requesting leave under the Act must do so as soon as practical.

This Family and Medical Leave section is not intended to interfere with the use of any other leave provision within this Article.

SECTION J: MILITARY LEAVE.

A teacher who enters the military service by draft or enlistment shall be granted a leave of absence without pay or Board paid fringe benefits for that purpose, and at the conclusion of such leave shall be reinstated in accordance with the Uniformed Services Employment and Reemployment Rights Act.

SECTION K: PROFESSIONAL IMPROVEMENT.

The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization work on advanced degrees, or special studies related to their job duties, foreign travel related to their teaching field, and participation in community educational projects. Leaves for the above purposes may be granted on a case-by-case basis.

SECTION L: PROFESSIONAL GROWTH.

A leave of absence without pay or Board paid fringe benefits may be granted to a tenure teacher upon written application and with Board approval for the following purposes:

- (1) Study related to the teacher's certificated field;
- (2) Study to meet eligibility requirements for a certificate other than that held by the teacher, except for people who do not hold a provisional certificate; and
- (3) Study, research, or special teaching assignment involving probable advantage to the School District. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the District during such period. The regular salary increment occurring during such period shall be allowed. Upon request, an additional year may be granted.

SECTION M: TEACHER DEVELOPMENT.

A leave of absence without pay or Board paid fringe benefits for a period of up to one (1) year may be granted to any tenure teacher, upon written application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries, foreign or military teaching programs; the Peace Corps, Teacher's Corps, or Job Corps as a full-time participant in such programs; or cultural travel or work program related to the teaching responsibilities, provided said teacher states the intention to return to the School District upon expiration of the leave. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as said teacher would have been had he/she taught in the District during such period. Upon return from such leave, a member shall be reinstated consistent with the law. The regular salary increment occurring during such period of leave shall be allowed. Upon request, an additional year may be granted.

SECTION N: SABBATICAL.

A leave of absence with one-half (1/2) pay may be granted upon application, and with Board approval, under the following conditions:

- (1) Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave 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 or travel which will improve the teacher's ability to teach.
- (2) To qualify for such sabbatical leave, the teacher must hold a permanent, continuing, or life teaching certificate.
- (3) During such sabbatical leave, the teacher shall be considered to be an employee of said Board, shall have a contract, and may be paid insurance benefits and one-half of the teacher's full salary, provided, however, the Board shall not be held liable for death or injuries sustained by any teacher on sabbatical leave.
- (4) Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees' Retirement Board.
- (5) Provided there are enough people who qualify for sabbatical leaves and apply for such leaves, the Board may grant five (5) such leaves per year with one-half pay to the teacher. The regular salary increment occurring during such period shall be allowed.

SECTION O: ASSOCIATION OFFICER(S).

A leave of absence without pay or fringe benefits of up to one (1) year may be granted to any teacher, upon written application, for the purpose of serving as an officer or agent of the NEA, MEA, or the Benton Harbor Education Association. The teacher shall be returned to the first vacant teaching position for which he/she is qualified and certificated.

SECTION P: ADDITIONAL LEAVE.

At the end of any unpaid leave, a teacher may request and may be granted an additional year's leave without pay and without Board paid fringe benefits.

SECTION Q: UNPAID LEAVE CONDITIONS.

Any teacher on an unpaid leave of absence may continue his/her insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the Board, as permitted by the insurance carrier.

SECTION R: SALARY ADVANCEMENT DURING LEAVE.

No salary increment advancement shall be granted during an unpaid leave of absence except where otherwise specified in Sections K, L, and M of this Article, and he/she shall be returned to the first vacant position for which the teacher is qualified and certificated.

SECTION S: MERITORIOUS AND SABBATICAL LEAVE.

The Board may grant a leave of absence without pay or Board paid fringe benefits of up to one (1) year to any teacher for meritorious reasons not otherwise provided within this Article. Meritorious leave will not be granted for the purpose of employment elsewhere. No salary increment shall occur during said leave.

SECTION T: DISCIPLINARY ACTION.

(1) Willful violation of any of the provisions relating to a leave by any employee, or the willful making of a false report regarding any type of leave, shall subject the employee committing such violations, or making such false report, to disciplinary action by the Superintendent of Schools and may constitute cause for reprimand, suspension, and/or discharge. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees' Retirement Board.

(2) Provided there are enough people who qualify for sabbatical leaves and apply for such leaves, the Board may grant five (5) such leaves per year with one-half pay to the teacher. The regular salary increment occurring during such period shall be allowed.

ARTICLE XIV NON-TENURED STAFF MEMBER EVALUATION

In those situations where staff does not fall under the Michigan Teacher Tenure Act, work directly with students, the performance areas must be adjusted accordingly. Such adjustments should be made between the staff member and the immediate administrative supervisor to incorporate the requirements of the particular position. The evaluation of the following staff shall include a brief job description: The provisions herein only apply to non-tenure act bargaining unit members.

STEPS NECESSARY TO COMPLETE THE EVALUATION PROCESS

STEP I: Initial Conference

A. The initial conference between the evaluator and evaluatee shall occur prior to the start of the evaluation process.

B. This conference will include an overview of the evaluation process. Every effort will be made to assure that there is a mutual understanding of the steps in the process, timelines, and the meaning of the performance areas.

C. Each unit member must be given a copy of the current evaluation instrument prior to the initial conference. At the conclusion of the initial conference, the initial conference form shall be signed by the evaluator and the evaluatee. One copy shall be kept by each party.

STEP II: Observations and filing of forms

A. Evaluation refers to the making of judgments for the completion of the evaluation forms.

B. Observation refers to seeing and hearing, recording, reviewing, and analyzing performance throughout the year.

C. The evaluator must observe the unit member within established timelines. The results of these observations will be recorded on the evaluation form provided and will be reviewed with the unit member within ten days after the observation.

D. Copies of the initial and final evaluation reports will be filed with the appropriate administrator.

STEP III: Post-Observation Conference

A. A post-observation conference will be held upon completion of an observation. Said conferences will be held within five (5) working days after the observation.

B. The conference is a discussion of the observation data. The unit member may provide information and material evidence of his/her effectiveness. The conference(s) may include data and discussion of professional performance other than the observation but within the scope of the performance

STEP IV: Initial Evaluation Form

The evaluator will complete the initial evaluation of performance in accordance with established timelines.

STEP V: Final Evaluation Conference and Evaluation Form

a. The purpose of the evaluation conference is to discuss the assessments made by the administrators relative to effectiveness in the performance areas.

b. The final conference will include a review of each performance area. The evaluator will then determine and record whether or not performance has been good, satisfactory, needs improvement, unsatisfactory, not observed, or not applicable.

Upon completion of a written evaluation, a copy thereof shall be submitted to the unit member at the time of the personal conference or within ten (10) days thereafter, one copy is to be signed indicating full knowledge of its content at the time of the conference but not necessarily indicating agreement, and the other copy is to be retained by the unit member. In the event the unit member believes the evaluation was incomplete or unjust, the unit member will indicate dissatisfaction during the evaluation conference. Objections will be written in the space provided on the evaluation form. In the event the unit member needs more time to prepare written comments, he/she will write in the space provided, that comments will be forthcoming. Within five (5) working days of the evaluation conference, the unit member will discuss the concerns with the principal and present him/her with a copy of the written objection which will be attached to the evaluation form.

Should the unit member desire an additional conference, and/or written evaluation, said unit member must request this in writing within five (5) school days of the receipt of the written evaluation of the evaluator. Said evaluation shall take place within fifteen (15) days.

ARTICLE XV In the event performance in a given area is below a satisfactory level, the administrator will include specific recommendations for improvement. - **TEACHER RIGHTS AND RESPONSIBILITIES**

SECTION A: TEACHER RIGHTS. Academic freedom and the right to be treated with dignity and as a professional shall be guaranteed to all teachers. No special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility and to the laws of the United States and the State of Michigan.

SECTION B: POLITICAL/ORGANIZATIONAL ACTIVITIES.

The Board and the Association shall not interfere with a teacher's right to join and/or participate in legal organizations and political parties.

ARTICLE XVI - PROFESSIONAL GRIEVANCE PROCEDURE

SECTION A: GRIEVANCE DEFINED.

A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of this Agreement.

SECTION B: GROUP GRIEVANCE.

If a grievance involves more than one (1) teacher and that group of teachers work under the supervision of a common principal/administrator, those teachers shall file any written grievance, at STEP ONE, with the common administrator, within ten (10) working days after the

occurrence of the event upon which it is based or upon the reasonable ability to have knowledge of the occurrence. If the group of teachers has no common supervisory administrator, it shall file the written grievance, at STEP ONE, with the Superintendent or his/her Designee.

SECTION C: ASSOCIATION GRIEVANCE.

If there exists a dispute which involves the Association as an entity itself, or one of contract maintenance, the Association President may file a written grievance, at STEP ONE, with the Superintendent or his/her Designee, within ten (10) working days after the occurrence of the event upon which it is based or upon the reasonable ability to have knowledge of the occurrence.

SECTION D: DEFINITION OF TEACHER.

For the purposes of this Article, the word teacher shall refer to a single teacher or group of teachers who have filed a grievance.

SECTION E: GRIEVANCE PROCEDURE.

In the event a teacher believes there is a basis for a grievance, the teacher is encouraged by both the Board and the Association to first discuss the alleged grievance with the building principal or appropriate administrator. The teacher shall be entitled to have an Association representative present during such discussion, and the principal shall be entitled to have present a member of the administrative staff.

It is understood and agreed that the processing of a grievance by a teacher and/or Association representative shall not interfere with any teacher duties and responsibilities. If, as a result of the discussion with the principal, or if no discussion is requested, a grievance still exists, the grievance shall be processed as follows:

STEP ONE. The grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the Section of the contract which allegedly has been violated, must be signed by the aggrieved teacher or the Grievance Chairperson and must be presented to the building principal/administrator concerned, the Superintendent or his/her Designee, the Association President, and the Chairperson of the Association grievance committee, within ten (10) working days after the occurrence of the event upon which it is based or upon the reasonable ability to have knowledge of the occurrence. The building principal/administrator shall meet with the grievant within ten (10) working days following receipt of the written grievance. The teacher shall be entitled to an Association representative and the building principal/administrator shall be entitled to representation by the Superintendent or his/her Designee or designee. The building principal/administrator shall issue a written answer to the grievance within ten (10) working days following the hearing and shall furnish a copy thereof to the aggrieved teacher, the Chairperson of the Association grievance committee, Association President, and Superintendent or his/her Designee.

STEP TWO. If the teacher desires to appeal the decision of the building principal/administrator, the teacher or Chairperson of the Association grievance committee shall notify, in writing, the Superintendent with a copy to the Superintendent or his/her Designee, within ten (10) working days after receipt of the STEP ONE answer. If such appeal is made, the Superintendent or

designee shall meet with the teacher, the Chairperson of the Association grievance committee, and a maximum of five (5) Association grievance committee members to attempt to resolve the grievance, within ten (10) working days after receipt of the teacher's notice of appeal to this step. A copy of the Superintendent's/designee's disposition of the grievance shall be furnished to the aggrieved teacher, Chairperson of the Association grievance committee, and the Association President, within ten (10) working days after such hearing. The teacher shall be entitled to present witnesses at the hearing at this level; however, any witnesses shall be sequestered while not personally testifying at the hearing.

STEP THREE. If, at this point, the grievance has not been satisfactorily resolved, either party hereto shall have the right to submit the grievance to the American Arbitration Association, in accordance with its Voluntary Arbitration Rules, then obtaining, providing such submission is made within ten (10) working days after receipt by the Association of the Superintendent's/designees' answer. If the grievance has not been submitted to arbitration within said ten (10) working day period, it shall be considered as being withdrawn by the Association.

SECTION F: ARBITRATION.

The Arbitrator will have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The arbitrator is specifically prohibited from hearing or deciding any matter that is a prohibited subject of bargaining under PERA. The arbitrator's decision shall be in keeping with Michigan Law. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board of Education and the Association, except as otherwise agreed to by the Board and Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

SECTION G: EXPEDITED ARBITRATION.

The Association and the Board may mutually agree to process a grievance via the expedited grievance procedure according to the Expedited Labor Arbitration rules of the American Arbitration Association.

SECTION H: REPRESENTATION.

Any party of interest shall have the right to representation of his/her choice and at his/her own expense including legal counsel, at all levels of the grievance procedure, except that a teacher may not be represented by a representative of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

SECTION I: GRIEVANCE HEARINGS.

It is agreed by the parties hereto that grievances shall be processed during times which do not interfere with assigned duties. However, in the event it is mutually agreed by the aggrieved teacher, the Association, and the Superintendent to hold proceedings during regular working hours, a teacher participating in STEP ONE and STEP TWO of the grievance procedure, on

his/her behalf, or on behalf of the Association, shall be released from assigned duties for the period necessary, without loss of salary. The building principal/appropriate administrator, who has supervisory responsibility over the grievant and is a party to the grievance, will be present at all level hearings. All grievance hearings shall be conducted during times which have been mutually agreed upon by the Association and the Administration. Notice of all grievance hearings shall be furnished to the teacher, grievance Chairperson and Association President.

SECTION J: WORKING DAYS DEFINED.

The use of "working days" in this Agreement shall be defined as those days on which the District's Administration Office is scheduled for work between Monday and Friday (both inclusive) excluding holidays recognized under this Agreement.

SECTION K: TIME LIMITATIONS.

The time limits at any level of the grievance procedure may be extended by mutual agreement. In the event a grievance is not appealed from one level to the next within the time limits specified, the grievance shall be deemed to have been settled on the basis of the last answer thereto. In the event the Administrator does not meet or respond to an oral complaint or a grievance is not answered at any level of the grievance procedure within the specified time limit, the grievance may, at the discretion of the Association, be advanced to the next level. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

SECTION L: GRIEVANCE CONTINUATION.

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

SECTION M: GRIEVANCE FILES.

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

SECTION N: GRIEVANCE REPRISALS.

No reprisals of any kind will be taken by either party or by any member of the Administration against any party in interest, any school representative, any member of the Associations grievance committee, or any other participant in the grievance procedure by reason of such participation.

ARTICLE XVII - CONTINUITY OF OPERATIONS

SECTION A: NO STRIKE PROVISION.

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year and the avoidance of disputes which threaten to

interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association and/or its members accordingly shall not instigate, aid, and/or engage in a slowdown, strike, absenteeism, tardiness, or any concerted activity which adversely affects the operation of the School District. The Association acknowledges that the participation in such proscribed activity constitutes just cause" for the discharge of any teacher so involved and such other legal action as the Board deems appropriate.

SECTION B: INCLEMENT WEATHER.

Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

In the event schools are closed due to inclement weather, the District shall utilize all inclement weather days as permitted by state statute so as to insure no loss of state aid if schools are closed.

Inclement weather make-up days shall be scheduled by mutual agreement between the Board and the Association.

SECTION C: MECHANICAL FAILURE.

In the event a school must be closed because of a mechanical failure and/or Act of God prior to or after the school is in session, and the students are sent home, teachers may be reassigned to another school building for the remainder of the day or until the school is deemed operable by the principal of the building.

ARTICLE XVIII - BOARD RIGHTS

SECTION A: MANAGEMENT'S RIGHTS.

The Association recognizes and agrees that, except as specifically limited or abrogated by the terms and provisions of this Agreement or by law, all rights to manage the operations of the School District and to direct and supervise the teachers who come within the jurisdiction of this Agreement are solely and exclusively vested in the Board.

SECTION B: COMPLIANCE WITH RULES AND REGULATIONS.

Teachers are required to conform with reasonable rules, regulations, and directives adopted by the Board or its representatives which are not in conflict with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which poses an immediate threat to the teachers' health and safety.

Building rules and regulations affecting all staff members, and not concerning prohibited or illegal subjects of bargaining, will be issued in writing.

ARTICLE XIX - SUMMER SCHOOL

SECTION A: SUMMER SCHOOL.

Summer School teachers included in the bargaining unit under Article I shall be entitled only those rights under this Agreement which are specified below:

- (1) Article I - Entire Article
- (2) Article II - Entire Article
- (3) Article III - Entire Article
- (4) Article IV - Entire Article (except Section H)
- (5) Article V
 - (a) Section J - The Board will not provide health insurance for Summer School teachers; however, these employees may pay to the Board the amount of money equal to the group rate premium and have access to health insurance.
 - (b) Sections P, Q, R, and V- Entire Sections
 - (c) Section U - Rate of Pay. Certificated teachers shall be compensated at the rate of .001 of the B.A. base.
- (6) Article VI
 - (a) Section A - Teachers Work Day, The regular work day for Summer School shall be determined by available funding and the number of students enrolled.
 - (b) Section E - Break Time. Elementary Summer School teachers shall be allowed a fifteen (15) minute relief period at or near the mid-point of the morning. High school Summer School teachers shall be allowed a fifteen (15) minute relief period at or near the midpoint of the morning, if they teach two (2) classes.
 - (c) Section F - Teacher Planning/Preparation Period. Elementary Summer School teachers shall be provided fifteen (15) minutes aid planning preparation time per day during the four (4) hours, but before the start of the student day. High school Summer School teachers shall be provided fifteen (15) minutes of planning/preparation time per class, at the end of the instructional day.
 - (d) Section K - Faculty Meetings. For Summer School teachers there will be no regularly scheduled faculty meetings; however, the employer reserves the right to schedule faculty meetings as the need arises, provided all teachers whose attendance is required and who in fact attend such faculty meetings shall be paid at their hourly rate of pay as specified in Article XX, Section (5)(c).

- (e) Section L - Teacher Meetings With Parents and Students. If Summer School teachers are required to meet with parents or students at times other than their regularly scheduled work times, they shall be compensated at their hourly rate for such additional time spent.
 - (f) Section N - Entire Section
 - (g) Section O - Teacher Record Days. There shall be one teacher record hour, on site, for Summer School teachers, per course, per semester, and they shall be paid their respective hourly rate of pay. Said record hour shall be scheduled on the last scheduled class day, or the next to the last scheduled class day, each semester.
 - (h) Section P - New Teacher Orientation. The administration may, for newly hired Summer School teachers, conduct one paid meeting per summer session.
- (7) Article VII -
- (a) Section A - All except (6) and (7).
 - (b) Sections B, C, and D - Entire Sections.
 - (c) Section E - Student-Teacher Ratio. Summer School class size shall be ten (10) students, except where the administration elects to continue the class below said minimum.
 - (d) Section H - Lesson Plans and Records. In addition, weekly lesson plans for Summer School teachers shall be submitted to the appropriate administrator one week in advance for his/her verification.
 - (e) Sections J, K, L, P, Q, R, and S - Entire Sections
- (8) Article VIII - Entire Article
- (9) Article IX - Entire Article
- (10) Article X
- (a) All remaining Sections in Article - Entire Sections
- (11) Article XI - Entire Article
- (12) Article XII
- (a) Summer School teachers shall not be entitled to sick leave.
 - (b) Section F - Entire Section
 - (c) Section G - Entire Section

- (13) Article XIII - Sections D, E, F, H, I, J, K, L, M, N, O, P, Q, R, and S - Entire Sections
- (14) Article XIV
 - (a) Section A - Entire Section
 - (b) Sections C, D, F, and G- Entire Sections
- (15) Article XV -Entire Article
- (16) Article XVI -Entire Article
- (17) Article XVII - Entire Article
- (18) Article XVIII
 - (a) Section A - Entire Section
 - (b) Section B - Inclement Weather. Summer School teachers shall not be paid in the event of such closing.
 - (c) Section C - Mechanical Failure. Summer School teachers shall not be paid in the event of such closing and dismissal.
- (19) Article XIX -Entire Article
- (20) Article XXI - Entire Article
- (21) Article XXII - Entire Article
- (22) School Calendar. The school year calendar for Summer School will be posted with the announcement of job vacancies for the school year.

ARTICLE XX - ALCOHOL AND DRUG POLICY

In an effort to improve safety and health, including elimination of the presence and influence of illegal substances and alcohol from the workplace, all bargaining unit members who possess alcohol or drugs on the job site, except for medication prescribed by the employee's physician or over the counter medication, and employees under the influence of alcohol and/or drugs during working hours shall be subject to disciplinary action, up to and including discharge, in accordance with the rules and regulations as established by the Employer.

ARTICLE XXI ALL BARGAINING UNIT MEMBERS SHALL BE SUBJECT TO ONGOING DRUG AND ALCOHOL SCREENING TESTS. THESE CHEMICAL TESTS MAY BE AT RANDOM OR MAY BE IMPLEMENTED INDIVIDUALLY BASED UPON THE EMPLOYER'S REASONABLE SUSPICION THAT AN EMPLOYEE IS UNDER THE INFLUENCE OF DRUGS AND/OR ALCOHOL DURING WORKING HOURS. ALL RANDOM TESTING SHALL BE DONE ON A DESIGNATED GROUP OR ON A BARGAINING UNIT WIDE BASIS. ALL DRUG AND/OR ALCOHOL SCREENING

**TESTS SHALL BE CONDUCTED BY A PHYSICIAN OR HEALTH CARE
PROFESSIONAL. SUCH TESTING SHALL BE IN ACCORDANCE WITH ACCEPTED
STANDARDS OF CONDUCT WITHIN THE MEDICAL INDUSTRY. -
MISCELLANEOUS**

SECTION A: SUPPLEMENTAL AGREEMENTS.

This Agreement incorporates the entire understanding of the parties on all issues which are or could have been the subject of negotiations and shall constitute the full and complete commitments between both parties. During the term of this Agreement, the parties may mutually agree to enter into supplemental agreements which must be reduced to writing and signed by the parties hereto to be valid.

SECTION B: INCONSISTENT TERMS.

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

SECTION C: SAVINGS CLAUSE.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

SECTION D: RENEGOTIATING MASTER AGREEMENT.

Sixty (60) days prior to the expiration of this Agreement, or at such other time as may be established by law, either party may initiate negotiations over a successor Agreement. Such negotiations will include but not be limited to, the subjects covered by this Agreement. Any Agreement so negotiated will apply to all bargaining unit personnel and will be reduced to writing and signed by the Board and the Association.

SECTION E: EMERGENCY MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this collective bargaining agreement as provided in the Local Financial Stability and Choice Act. (2012 Public Act 436).

ARTICLE XXII - DURATION

THIS AGREEMENT supersedes all previous agreements between the parties and shall become effective as of the ratification of this agreement by both parties, and shall remain in effect until June 30, 2015, unless the parties hereto mutually agree, prior to that date, that this Agreement shall be extended for a then specified term.

BENTON HARBOR AREA SCHOOLS

BENTON HARBOR EDUCATION
ASSOCIATION

Sharon James

Max Hunt

STATE TREASURER OF
MICHIGAN

By: _____

APPENDIX A: SALARY SCHEDULES

BENTON HARBOR AREA SCHOOLSTEACHER SALARY SCHEDULE

Benton Harbor Area Schools District

TEACHER SALARY SCHEDULE

2015-2016 (basis)(implemented the
second semester 2008-2009)

BASE PAY:

31819

Step	BA	less10%	BA+20	less10%	MA	less10%	MA+15	less10%	EdD, PhD, EdS	less10 %					
0	1	31819	28637.10	1.04	33091	29781.90	1.08	34365	30928.50	1.12	35637	32073.30	1.16	36911	33220
1	1.06	33728	30355.20	1.1	35001	31500.90	1.14	36273	32645.70	1.18	37546	33791.40	1.22	38819	34937
2	1.12	35637	32073.30	1.16	36911	33219.90	1.2	38183	34364.70	1.24	39457	35511.30	1.28	40729	36656
3	1.18	37546	33791.40	1.22	38819	34937.10	1.26	40092	36082.80	1.3	41365	37228.50	1.34	42637	38373
4	1.24	39456	35510.40	1.28	40729	36656.10	1.32	42002	37801.80	1.36	43275	38947.50	1.4	44547	40092
5	1.3	41365	37228.50	1.34	42637	38373.30	1.38	43910	39519.00	1.42	45183	40664.70	1.46	46456	41810
6	1.36	43275	38947.50	1.4	44547	40092.30	1.44	45820	41238.00	1.48	47093	42383.70	1.52	48364	43528
7	1.42	45183	40664.70	1.46	46456	41810.40	1.5	47729	42956.10	1.54	49002	44101.80	1.58	50275	45248
8	1.48	47093	42383.70	1.52	48364	43527.60	1.56	49638	44674.20	1.6	50910	45819.00	1.64	52184	46966
9	1.54	49002	44101.80	1.58	50274	45246.60	1.62	51548	46393.20	1.66	52819	47537.10	1.7	54093	48684
10	1.6	50910	45819.00	1.64	52184	46965.60	1.68	53456	48110.40	1.72	54728	49255.20	1.76	56002	50402
11					1.74	55365	49828.50	1.78	56639	50975.10	1.82	57911	52120		
12					1.8	57274	51546.60	1.84	58548	52693.20	1.88	59820	53838		

No lane change rate increases or step increases will be allowed for the 2015-16 school year.

The Board agrees to provide a \$500.00 off schedule stipend to be paid to bargaining unit members NO LATER THAN the final pay period of June 2016 OR EARLIER IF THE FUNDS BECOME AVAILABLE.

Effective upon ratification, if any employee has the following attendance for the remainder of the school year, the bargaining unit member will receive the respective bonus as follows:

- Miss 0-1 days for sick related absences, \$500.00.
For the 2015-16 school year, the attendance incentive applies for the remainder of the school year following ratification. If by the end of the first semester in the 2015-16 school year, a bargaining unit member has been absent one (1) or fewer days, \$250.00 will be paid in the first paycheck after the end of the first semester. The final \$250.00 will be paid to the bargaining unit member if they are absent one (1) or fewer days for the remaining portion of the 2015-2016 school year, in the first paycheck after the last day of instruction for the 2015-2016 school year.
- Miss 2 days for sick related absences \$400.00.
For the 2015-16 school year, the attendance incentive applies for the remainder of the school year following ratification. If by the end of the first semester in the 2015-16 school year, a bargaining unit member has been absent two (2) or fewer days, \$200.00 will be paid in the first paycheck after the end of the first semester. The final \$200.00 will be paid to the bargaining unit member if they are absent two (2) or fewer days for the remaining portion of the 2015-2016 school year, in the first paycheck after the last day of instruction for the 2015-2016 school year.
- Miss 3 days for sick related absences \$250.00.
For the 2015-16 school year, the attendance incentive applies for the remainder of the school year following ratification. If by the end of the first semester in the 2015-16 school year, a bargaining unit member has been absent three (3) or fewer days, \$125.00 will be paid in first paycheck after the end of the first at the end of the first semester. The final \$125.00 will be paid to the bargaining unit member if they are absent one (1) or fewer days for the remaining portion of the 2015-2016 school year, in the first paycheck after the last day of instruction for the 2015-2016 school year.
- A bargaining unit member that is absent for four (4) days for sick related absences will be paid \$150 in the last paycheck of June 2016. [TA 7/09/15]

If the bargaining unit as a whole reduces the District's annual expenditure for daily paid sick leave substitute cost paid to their substitute vendor plus any additional teacher compensation paid to a district teacher for substitute/coverage of a class period to \$150,000 or less, then \$100,000 will be divided by the BHEA bargaining unit membership in a manner that complies with all applicable laws. The \$100,000 must be a one-time off-schedule payment or any eligible pay category outlined in the contract. Bargaining unit members who were absent for more than ten (10) days in the 2015/16 school year shall be precluded from any portion of this dispersal unless the absence for days in excess of 10 were documented by a licensed physician and/or were on account of serious illness or injury as defined by standard practice.

The substitute costs will be calculated at the end of the 2015/16 school year and transmitted to the BHEA by July 15th. If the target cost is determined to not exceed the BHEA will determine the one-time distribution format and pass that decision in writing to the District so that payment and/or distribution can be made no later than the last payroll in December of 2016 at a mutually agreed upon time. [TA 7/13/15]

(Percentage of B.A. base salary use the following table)

	Years of Experience			
	0-2	3-5	6-8	9-10

ATHLETICS – HIGH SCHOOL

Football-Basketball				
Head Coach	18	19	20	21
Assistant Coaches	12	13	14	15
Baseball-Track				
Head Coach - Varsity	10	11	12	13
Varsity Assistant	6	7	8	9
Head Coach - Junior Varsity	6	7	8	9
Junior Varsity Assistant	5	6	7	8
Wrestling				
Head Coach	12	13	14	15
Junior Varsity	7	8	9	10
Golf Head Coach	6	7	8	9
Tennis Head Coach	6	7	8	9
Cross Country	6	7	8	9
Soccer				
Varsity	10	11	12	13
Junior Varsity	6	7	8	9
Softball				
Head Coach	10	11	12	13
Junior Varsity	6	7	8	9
Swimming	10	11	12	13
Volleyball				
Head Coach	10	11	12	13
Assistant Coach	6	7	8	9
Athletic Trainer (Per Semester)	12	13	14	15
Strength Coach (Including 8 week summer session)	24	26	28	30

ATHLETICS – GRADES 7/8

Athletic, Teacher Consultant (Per Semester)	6	7	8	9
Football-Eighth	5	6	7	8
Football - Seventh	5	6	7	8
Basketball-Eighth	5	6	7	8
Basketball-Seventh	5	6	7	8
Track-Eighth	5	6	7	8
Track-Seventh	5	6	7	8

Volleyball-Eighth	5	6	7	8
Volleyball-Seventh	5	6	7	8

ATHLETICS – CHEERLEADERS

Cheerleader Advisor				
High School	5	6	7	8
Grades 7/8	4	5	6	7

OTHER – NON ATHLETIC

Guidance Coordinator – High School	10	11	12	13
Guidance Personnel (Two extra weeks)	6	7	8	9
Librarians (Two extra weeks)	6	7	8	9
Dramatic Advisor – High School	6	7	8	9
Yearbook Advisor – High School	9	10	11	12
Student Council Advisor				
High School	5	6	7	8
Grades 7/8	4	5	6	7
Instrumental Music				
High School	12	13	14	15
Assistant	8	9	10	11
Pom Pom Advisor	5	6	7	8
Co-Op Coordinators (Two extra weeks)				
Distributive Education	6	7	8	9
Office Practice	6	7	8	9
Trade & Industry	6	7	8	9
Vocal Music – High School	11	12	13	14
School Paper – High School	6	7	8	9
Debate – High School	6	7	8	9
JROTC Military Instructor	14	15	16	17
Driver Education (Per hour)	.001	.001	.001	.001
Extra Curricula Programs (Per hour)	.001	.001	.001	.001
All Other Extra Duty (Per hour)	.001	.001	.001	.001

Employees who receive pay for extra duty shall be evaluated in writing by the administrator to whom they are responsible at the conclusion of the extra duty season or year, whichever is earlier. The employee may submit in writing any response desired which shall be attached to the evaluation and submitted to the Superintendent for a determination as to the disposition of the evaluation. No teacher shall become tenured in any extra duty assignment. No teacher shall report to any extra duty assignment unless notified by the Superintendent or his/her Designee.

Athletic salaries shall be paid to coaches at the end of their respective seasons. The Director of Athletics must approve the composite report of the athletic season just completed prior to the issuance of said check. Extra pay duty programs may be canceled by the appropriate administrator due to lack of participants and/or District budgetary limitations. If an extra duty program is canceled while in progress, the affected teacher(s) shall be paid on a pro-rata basis.

Staff hired to a position on the agreed Schedule B Athletic and non-athletic schedule shall upon hire and annually thereafter, make an election to be paid the posted rate of pay:

- 1.) To be employed directly by the District, an adjusted salary to that listed in the current Athletic schedule. The adjusted posted rate of pay the employee will receive reflects a reduced pay rate adjusted so that the total posted schedule B rate of pay equals the employee's pay plus the District's MPSERS cost for that employee. In no event will the employee's pay plus the District's MPSERS payment made on behalf of the employee be any less than the Schedule B posted pay rate, or
- 2.) Be hired through a third party service currently being utilized by the District with the understanding and agreement that this will not entail any MPSERS service credit for this position. [TA 7/13/15]

APPENDIX C: BENTON HARBOR AREA SCHOOLS SCHOOL CALENDAR

BENTON HARBOR AREA SCHOOLS		
2015-2016 SCHOOL YEAR CALENDAR		

Monday	August 31, 2015	Professional Development ~ Full Day
Tuesday	September 1, 2015	Professional Development ~ Full Day
Wednesday	September 2, 2015	Professional Development ~ Half Day
Thursday	September 3, 2015	Full Day Teachers Preparation (No Meetings)
Friday	September 4, 2015	No School
Monday	September 7, 2015	No School ~ Labor Day Holiday
Tuesday	September 8, 2015	First Student Day – Full Day of School
Friday	September 18, 2015	Professional Development –
Wednesday	September 23, 2015	Professional Development Staff Meeting
Friday	October 2, 2015	Professional Development -
Friday	October 9, 2015	Professional Development -
Friday	October 16, 2015	Professional Development -
Friday	October 23, 2015	Professional Development -
Wednesday	October 28, 2015	Professional Development - Staff Meeting
Friday	November 6, 2015	Professional Development -
Thursday	November 12, 2015	Parent/Teacher Conferences (Evening)
Friday	November 13, 2015	No School - Parent Teacher Conferences
Friday	November 20, 2015	Professional Development -
Wednesday	November 25, 2015	Thanksgiving Break - Early Release
Thursday/Friday	November 26-27, 2015	No School - Thanksgiving Break
Friday	December 4, 2015	Professional Development -
Monday	December 21, 2015 – January 1, 2016	No School – Winter Break
Friday	January 8, 2016	Professional Development -

Friday	January 15, 2016	Professional Development -
Monday	January 18, 2016	No School - Martin Luther King Day
Tuesday/Wednesday	January 26-27, 2016	High School Exams
Wednesday	January 27, 2016	Professional Development Staff Meeting
Friday	January 29, 2016	Records Day
Friday	February 5, 2016	Professional Development -
Friday	February 12, 2016	Professional Development -
Monday	February 15, 2016	No School – President’s Day
Wednesday	February 24, 2016	Professional Development Staff Meeting
Friday	March 4, 2016	Professional Development -
Friday	March 11, 2016	Professional Development -
Friday	March 18, 2016	Professional Development -
Wednesday	March 23, 2016	Professional Development Staff Meeting
Friday	March 25, 2016	No School – Good Friday
Friday	April 1, 2016	Professional Development A.M. – Records Day P.M.
Monday	April 4 – 8, 2016	No School – Spring Break
Thursday	April 14, 2016	Parent/Teacher Conferences (Evening)
Friday	April 15, 2016	No School - Parent Teacher Conferences
Friday	April 22, 2016	Professional Development
Wednesday	April 27, 2016	Professional Development Staff Meeting
Friday	April 29, 2016	Professional Development
Wednesday	May 25, 2016	Professional Development Staff Meeting
Friday	May 6, 2016	Professional Development
Friday	May 13, 2016	Professional Development

Friday	May 20, 2016	Professional Development
Monday	May 30, 2016	No School – Memorial Day
Friday	June 3, 2016	Professional Development
Monday	June 13, 2016	BH Exams
Thursday	June 16, 2016	Records Day

APPENDIX D
MEMORANDUM OF UNDERSTANDING
(Joint Advisory Team)

This Memorandum of Understanding is entered into this _____ day of _____, 2015, by and between the **Benton Harbor Area Schools (“District”)** and the **Benton Harbor Education Association (BHEA)**

WHEREAS, as a result of the District’s financial deficit, the District is expected to abide by the requirements of a Deficit Elimination Plan or approved consent agreement submitted to and approved by the Michigan Department of Education, or potentially a Consent Agreement with the Michigan Department of Treasury.

WHEREAS, adherence to the terms and conditions of the Deficit Elimination Plan or Consent Agreement is required in order to return the District to solvency and financial stability; and

WHEREAS, stabilizing the District will take substantial collaborative communication between the District and the BHEA; and

WHEREAS, the parties understand that absent such collaborative communication the District will not stabilize and be successful, and has little or no chance to effectively serve the interests of District students and the community; and

WHEREAS, the parties have agreed to collaboratively communicate directly in this committee format and work towards stabilization of the district and enhancement of its education program; and

WHEREAS, the parties have agreed to establish a Joint Advisory Team (“JAT”), to facilitate such collaborative communication.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

A. The parties agree to the creation of a Joint Advisory Team (“JAT”). The members of the JAT shall be:

1. The District’s Superintendent
2. BHEA President
3. District Board Member
4. MEA Uniserv Representative
5. District Designee from the Business office BHEA Designee
6. Principal Designee
7. Para educators

The Consent Agreement Consultant may attend the JAT meetings.

The JAT shall be charged with full deliberation of issues to improve district operations and functions. Every effort shall be made by the JAT to deliberate fully and work toward consensus all issues presented to the Committee.

At the request of three (3) members of the JAT, a facilitator(s) will be selected by the Committee to assist Committee. The facilitator(s) shall be selected by majority vote of the members of the JAT. If the JAT is unable, by majority vote of the members, to select a facilitator(s), the JAT shall ask the Berrien County RESA Superintendent to appoint a person to serve as the facilitator for the JAT.

B. The duties of the Joint Advisory Team (JAT) shall be the following:

1. To analyze the proposed annual school budgets, and any budget amendments subsequent amended or revised deficit elimination plan(s) or consent agreement before their submission to the District's Board of Education for approval.
2. To discuss and/or analyze district staffing and staff re-alignment prior to submission to the District's Board of Education for approval.
3. To make reports to the District's Board of Education regarding discussions and indicating the JAT level of consensus.
4. To report the suggestions made by consensus of the JAT to the appropriate parties concerning district economics and/or academic issues that have been reviewed by JAT.
5. To receive reports from the Education Plan Implementation Committee ("EPIC"), to discuss proposed grant expenditures and ensure the alignment of such expenditures for the needs and goals of the District's Education Plan.
6. To receive information from resources, personnel, and **Joint Labor/Management Committee** reasonably necessary to deliberate issues concerning district operations and functions.

IN WITNESS WHEREOF, this Memorandum of Understanding was executed as of the day and year above written.

BENTON HARBOR AREA SCHOOLS

**BENTON HARBOR EDUCATION
ASSOC.**

Sharon James

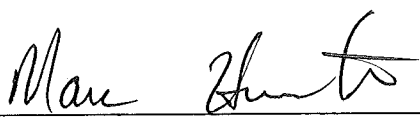
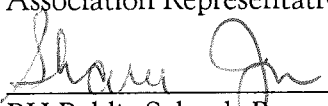
Max Hunter

APPENDIX E
MEMORANDUM OF UNDERSTANDING
(Joint Labor/Management Committee)

The JLM (Joint Labor/Management Committee) shall be charged with full deliberation of the daily operations of the Benton Harbor Public Schools for the promotion of educating its students and identifying agreeable paths for progress.

In order to promote a cooperative atmosphere between teachers and administrators, the Board and BHEA agree to establish a continuing Joint Labor/Management Committee to meet bi-monthly to deliberate mutual concerns. The Joint Labor/Management Committee will be equally represented, composed of three (3) members appointed respectively by both the BHEA and the Board. Organizational meetings of this committee shall be held no later than September 30 of each year. The Joint Labor/Management Committee will determine its own operating procedures. The JLM Committee shall have the authority to suggest clarification of contract language of MOU/LOA that preserve the rights of the parties.

The JLM Committee has the option of referring issues of concern to a Teacher Leadership Initiative (TLI) committee. (To be developed with agreement of the parties by April 1, 2015). This TLI committee shall review, address, and develop suggested strategies on issues related to an effective instructional environment. (example: student behavior strategies and support) Subject to the Master Agreement and approved Consent Agreement. Members shall not receive additional compensation for this work. Any suggestions or decisions from the procedure must be reviewed and/or approved if necessary by administration and the Association.

	
Association Representative	Date
	10/12/2015
BH Public Schools Representative	Date

APPENDIX G:
Letter of Agreement
Between the
Benton Harbor Area Schools Board of Education
And the
Benton Harbor Education Association

RE: Commitment to DEP efficiencies and cost containment

The parties are committed to work together to identify scheduling and staffing efficiencies that will result in economic savings from District instructional costs while maintaining and enhancing the academic program.

To this end the parties agree that representatives of the parties who have knowledge of the subjects being reviewed will meet at least bi-monthly from March 2015 – May 2015 in order to review current class schedules; staffing schedules and resources; and student and building needs with a goal of collaboratively developing ideas and suggestions that may result in savings and/or efficiencies for the District.

The parties are further committed to make suggestions for implement in the 2015/16 school year and beyond. With the expectation that the savings generated through this process will be utilized to meet the District's DEP financial targets and provide teacher wage and benefit enhancements as allowed by the DEP and the approved consent agreement as well as the District's finances.

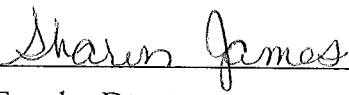
The work group's review shall include: High School and elementary class schedules and student / teacher distribution; early retirement incentives (VSP) potential and impact; as well as the teacher workday schedule; and any other related information or materials.

To this end, the parties agree to a one year pilot program that increases the instructional load for High School teachers from the current contractual language in Article VI, Section H which states that High School teachers will teach five (5) classes per day or 25 (twenty-five) per week and receive five planning/prep periods per week, without the addition of time to the 7 hr. and 58 minute work day for teachers. Teachers will be allowed to designate their plan time to either the beginning of the instructional day or at the end of the instructional day, however they must put into writing their schedule and submit that document to their school principal for approval before the beginning of the student school year commences on September 8, 2015. This one-year pilot program will be discussed at group meetings. Both parties agree that the high school schedule shall be implemented for the 2015-16 school year. In the spring of 2016, the parties will assess the results of the schedule change and other cost saving measures that that might be implemented to allow the reinstatement of this preparation/planning period.

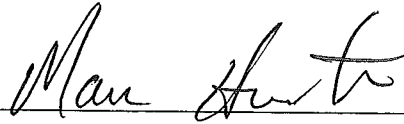
A report of the work group's activity is expected to be prepared after each meeting outlining their findings and suggestions and shared with the parties. A final report must be completed by May 15, 2015 and only extended by consent of the undersigned.

The parties mutually agree to meet and engage in these discussions in good faith.

Any suggestions or decisions resulting from this process must be approved by the Michigan Department of Treasury, the Association, and the Board of Education prior to implementation.



For the District



For the BHEA

APPENDIX H
ADDENDUM TO MASTER AGREEMENT
between the
BENTON HARBOR AREA SCHOOLS
BOARD OF EDUCATION
and the

BENTON HARBOR AREA EDUCATION ASSOCIATION, MEA/NEA

The purpose of this Addendum is to achieve compliance with the provisions of Section 1280c of the Revised School Code which requires the Benton Harbor Area Schools Board of Education (the "Board") to submit to the State School Reform/Redesign Officer a redesign plan for Benton Harbor Area Schools. A component of the redesign plan must include an executed Addendum to the applicable collective bargaining agreement covering the priority schools in Benton Harbor Area Schools that are subject to the redesign plan.

The terms of this Addendum become effective upon implementation of the redesign model, as approved by the State School Reform/Redesign Officer, and shall remain effective as long as that redesign model remains in effect at Benton Harbor Area Schools.

Any modifications to the Master Agreement between the Board and the Association contained in this Addendum shall be considered amendatory to the Master Agreement then in effect (or as to existing terms and conditions of employment if no collective bargaining agreement is in effect at the time of implementation of this Addendum), and as to terms incorporated within that Master Agreement (or as to existing terms and conditions of employment if no collective bargaining agreement is then in effect).

To the extent that any provisions of this Addendum conflict with or are inconsistent with the terms of the Master Agreement then in effect (or conflict with or are inconsistent with previously established working conditions, if no Master Agreement is in effect between the Board and the Association) the terms of this Addendum shall be controlling to the extent of any such conflict or inconsistency. The parties agree to discuss changes with the District's priority schools in Joint Advisory Team meetings.

The following modifications will occur with respect to the Master Agreement, in order to successfully effectuate and implement the redesign plan for only the following schools: Benton Harbor High School, Steam Academy at MCIC, International Academy at Hull, Montessori Academy at Henry C. Morton:

1. The Board and the Association recognize that commencing with the 2014-2015 school year there will be a redesign plan in effect at all priority schools in the Benton Harbor Area Schools, as approved by the State School Reform/Redesign Officer. Consistent with the provisions of Section 1280c(8) of the Revised School Code, the parties agree that, notwithstanding any other provision of this Agreement, any contractual or other seniority system that would otherwise be applicable to Benton Harbor Area Schools shall not apply at Benton Harbor Area Schools for the duration of the approved redesign plan to the extent that such system would impede implementation of the approved redesign plan. This subdivision does not allow unilateral changes in pay scales or benefits.

2. The Board and the Association agree that, notwithstanding any other provision of this Agreement, any contractual or other work rules which are impediments to the redesign plan approved by the State School Reform/Redesign Officer shall not apply at Benton Harbor Area Schools for the duration of the approved redesign plan.

BENTON HARBOR AREA SCHOOLS:

BENTON HARBOR EDUCATION
ASSOCIATION/MEA/NEA

Sharon James
Board President

Jan A. Vidmar
MEA Representative

Date: 10/07/2015

Date: 10/20/15

Michigan Department of Treasury

Date: _____

APPENDIX I: LETTER OF AGREEMENT

LETTER OF AGREEMENT
BETWEEN
BENTON HARBOR AREA SCHOOLS
AND
BENTON HARBOR EDUCATION ASSOCIATION, MEA/NEA

This Letter of Agreement is developed, approved and executed between the Benton Harbor Area Schools' Board of Education ("District") and the Benton Harbor Education Association, MEA/NEA ("Association").

1. The Master Agreement is in effect, with the following exceptions necessary to meet terms and obligations required by MDE:
 - a. Article VI. I – Rate for additional responsibilities and work time related to the school improvement plan shall be \$28.64 per hour;
2. Article VI. K – The District may offer optional (non-mandatory) professional development for bargaining unit members in priority school buildings, rate shall be no less than \$28.64 per hour unless a higher rate is otherwise provided by the respective grant;
2. The Master Agreement is in effect, with the following exceptions necessary to meet terms and obligations required by the District's approved deficit elimination plan or consent agreement entered pursuant to a deficit elimination plan:
 - a. Article III. C – Consent agreement requires the district to consider and implement service alternatives with Berrien RESA or any other entity authorized by the Revised School Code (p. 9); and advance notification and timeline of implementation will be provided to BHEA when this is being considered; and
 - b. Article VII. E – Class size must be contingent on the restrictions placed upon it by the consent agreement and deficit elimination plan and priority school status.
3. If the State of Michigan requires a new deviation, the Administration shall consult with the Association President about the deviation within a reasonable time upon learning of the need for any new deviation with the state.
4. The parties agree that the terms agreed to with respect to paragraphs a or b above shall not be considered evidence of any District policy or past practice, and are not precedent

setting. To the extent inconsistent with the articles identified above, those terms shall not survive past the expiration of any agreement identified in paragraphs a and b.

By entering into this Letter of Agreement, neither the District nor the Association waives any other rights or protections afforded to them by law or by the terms of the Master Agreement except as we otherwise specifically waived, modified or relinquished herein. This Memorandum is to expire June 30, 2016. [TA 7/13/15]

BENTON HARBOR AREA SCHOOLS

By: Sharon James

Its: President

Date: 10/07/2015

**BENTON HARBOR EDUCATION
ASSOCIATION, MEA/NEA**

By: _____

Its: _____

Date: _____

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