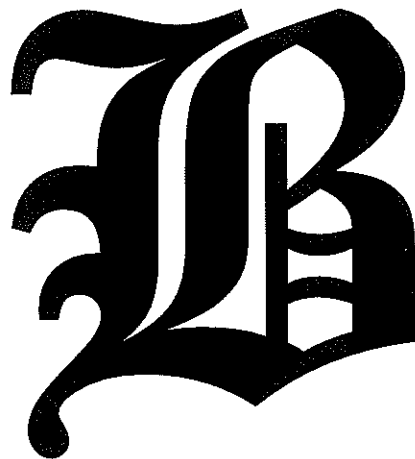


**Belding Area Schools
and
Belding Education Association**



2012-2014 Master Agreement

Table of Contents

Article 1	Recognition	1
Article 2	Association and Employee Rights	
	Section A. Non-discrimination	1
	Section B. Rights under Law	1
	Section C. Use of School Buildings	1
	Section D. Identified School for School Improvement	1
	Section E. Association Representatives at School	2
	Section F. Association Use of Equipment	2
	Section G. Bulletin Board Use	2
	Section H. Providing Association Information	2
	Section I. Staff Input Concerning Education Policy	2
	Section J. Parking for Staff	2
	Section K. Staff Desk and Storage Area	2
	Section L. Conference Attendance	2
	Section M. Evaluation of Building Administrator	2
	Section N. Association Days	3
	Section O. Professional Council	3
	Section P. Personnel File Review	3
	Section Q. Tenure in Position	3
	Section R. Non-tenure Position	3
	Section S. FOIA Request Notification	3
Article 3	Agency Shop	
	Section A. Association Membership	4
	Section B. Non-Association Member Service Fee	4
	Section C. Involuntary Deduction of Service Fee	4
	Section D. Non-Association Member Objection to Fee	4
	Section E. Timeline for Service Fee Payment	4
	Section F. Notification to Board of Dues Amounts	5
	Section G. Exchange of Information Concerning Service Fee	5
	Section H. Indemnification of Board	5
	Section I. Association Receipt of Dues Money from Board	5
Article 4.	Management Rights	
	Section A. Rights of the Board	5
	Section B. Exercise of Authority by the Board	6
Article 5	Professional Compensation	
	Section A. Payment of Salary	6
	Section B. School Closings	6
	Section C. Academic Coursework Credit	7
	Section D. Part-time Employee	7
	Section E. Certification	8
	Section F. Instructional Day	8
	Section G. Substituting During Preparation Time	8
	Section H. Department Chairpersons	9
	Section I. Credit Hours Reimbursement	9
	Section J. Homebound Students	10
	Section K. Work Days Outside of Calendar	10
	Section L. Alternative Education Work Day	10
Article 6	Insurance	
	Section A. Insurance Coverage for Full-time Employees	10
	Section B. Insurance Coverage for Part-time Employees	11

	Section C.	Annuity Companies	11
	Section D.	Submission of Premium Payment	11
	Section E.	Available Rider Coverage	11
Article 7		Working Conditions	
	Section A.	Association and Board Goals	11
	Section B.	Class Size	11
	Section C.	Provision of Classroom Paraprofessionals	12
	Section D.	Lunch Period	12
	Section E.	Recess Coverage	12
	Section F.	Number of Preparations	12
	Section G.	Students with IEPs	12
	Section H.	Participation on School Improvement Committee	13
	Section I.	School Improvement Plans	13
Article 8		Vacancies, Transfers and Promotions	
	Section A.	Definition of Vacancy and Posting	13
	Section B.	Notification of Vacancies During the Summer	13
	Section C.	Transfer Request	13
	Section D.	Tentative Assignments	13
Article 9		Leave Days	
	Section A.	Leave Day Allocation and Payout at Retirement	14
	Section B.	Leave Day Uses	14
	Section C.	Qualifications for Use of Leave Day	14
		Personal Business Day	15
	Section D.	Notice of Accumulation of Leave Days	15
	Section E.	Jury Duty	15
	Section F.	Worker's Compensation	15
Article 11		Leave of Absence	
	Section A.	Leave of Absence	16
	Section B.	Conditions for Granting a Leave of Absence	16
	Section C.	Types of Leaves Available	16
	Section D.	Rights to Leave Under Law	16
	Section E.	FMLA Leave	16
	Section F.	Child Care Leave	17
	Section G.	Sabbatical Leave	17
	Section H.	Leave of Absence Request Process	18
Article 12		Seniority and Employee Protection	
	Section A.	Seniority	18
	Section B.	Employer Support of Student Discipline and Teacher Protection	19
Article 13		Miscellaneous Provisions	
	Section A.	Further Negotiations	20
	Section B.	Negotiable Matters to Professional Council	20
	Section C.	Scope of Agreement	20
	Section D.	Provisions of Agreement Contrary to Law	20
Article 14		Grievance Procedure and Arbitration	
	Section A.	Definition of Grievance	20
	Section B.	Individual Processing of Grievance	20
	Section C.	Association Grievance	20
	Section D.	Grievance Steps	20
	Section E.	Grievance Timelines	21

	Section F.	Powers of Arbitrator	21
	Section G.	Agreement to Arbitrator's Decision	21
	Section H.	Fees and Expenses of Arbitration	21
	Section I.	Claim for Back Pay	22
Article 15		Mentors	22
Article 16		Special Regulations	
	Section A.	Credit Hours	22
	Section B.	Teaching Experience	23
Article 17		Future Negotiations	
	Section A.	Date of Negotiations for Successor Agreement	23
	Section B.	Length of Agreement	23
Schedule A			
		2012-2013 Salary Schedule	24
		2013-2014 Salary Schedule	24
Schedule B		Hourly Salary Schedule	26
Schedule C		Extra Pay for Coaching Athletics	26
Schedule D		Extra Assignments	27
		Grievance Form	29
		Leave of Absence Request Form	31
		Assignment Transfer Request Form	32
		Pre-approval for Tuition Reimbursement Form	33
		School Calendar	34
		Letter of Agreement re: PA 152 Health Insurance Classification	37
		Letter of Agreement re: Semester Class Size Limits	38
		Letter of Agreement re: Attachment A	39

Article 1
Recognition

- A. The Board of Education of the Belding Area Schools of Belding, Michigan, hereinafter called "Board", and the Belding Education Association, hereinafter called "Association", hereby enter into the following mutually binding Agreement.
- B. The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all elementary and secondary teachers who are certified, including counselors, social workers, special education teachers, regularly employed part-time teachers, librarians, alternative education teachers, and the director of guidance, the athletic director when the remainder of his/her duties consist entirely of teaching duties and specifically excluding all others and particularly the Superintendent, principals, substitute teachers, and other teachers with teaching assignments only in community education programs, non-regularly employed part-time teachers and all non-teaching school employees. The persons represented by the Association shall be referred to as employees in this Agreement.
- C. The Association will represent probationary employees in matters of wages, hours, and working conditions to the degree that it does not infringe upon the rights of the Board as allowed by the Michigan Tenure Act.

Article 2
Association and Employee Rights

- A. Pursuant to the Public Employment Relations Act, the Board agrees that every employee within this bargaining unit has the right to fully organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power provided by law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by law. The Board will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership or non-membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

The Board and the Association agree that neither will discriminate against any employee because of his/her race, age, sex, creed, religion, marital status or disability.

- B. Nothing contained herein shall be construed to deny any right an employee may have under the Michigan Revised School Code or other applicable laws or regulations nor shall anything contained herein be construed to allow any right an employee is denied under such laws or regulations.
- C. The Association and its representatives may use school buildings for meeting purposes as per Board policy. Scheduling and reimbursement for expenses shall be in accordance with Board policy.
- D. In the event the Administration identifies a specific school for school improvement under 20 USC 6316 (b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), the Administration shall notify the Association Representative(s) in the specific school.

- E. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all times, provided that this shall not interfere with nor interrupt student instruction or counseling or other educational activities. Such representatives shall notify the school principal of their presence in the building.
- F. The Association shall use school facilities and equipment including typewriters, computers and their accessories, copy machines, audio-visual equipment and all other similar types of equipment subject to the approval of the appropriate administrator. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- G. A bulletin board will be provided in each school building of six (6) rooms or more for the use of the Association. Use of such bulletin boards shall be limited to official notices and, in the judgment of building principals, shall not be used in such a way as to involve students in organizational affairs or controversial topics.
- H. The Board agrees to provide information to the Association that the Board is required to disclose pursuant to the Public Employment Relations Act.
- I. The Board may consider input from the staff regarding educational policy and may consult them directly.
- J. The Board shall provide and maintain an adequate number of clearly marked parking facilities at all schools for the use of employees.
- K. An employee who does not have a regularly assigned classroom shall be provided with desk space and adequate storage space in each assigned school, if requested.
- L. Conference Attendance

It shall be the policy of the Board to encourage employees to actively participate in local, state and national professional organizations.

1. As much as possible, expenses to these meetings will be paid from school funds, and a substitute will be provided at no expense to the employee.
2. Each year, when the general fund budget is established, certain funds will be set aside for conference attendance. The total funds will vary from year to year as the financial condition of the district changes. Each school building will be given a specific conference budget based on the number of professional staff. It is the responsibility of each principal to work with the building staff in determining how the money is spent. The principal shall keep the building staff informed about current and important conferences.
3. An employee wishing to attend a professional meeting must receive prior approval by submitting a conference approval form through his/her principal to the Superintendent.
4. Any employee who is invited to serve as a resource leader or speaker at an educational conference or at any meeting convened and conducted by the Michigan Department of Education may receive full reimbursement for attendance at such meeting if no reimbursement is available from the State Department or the sponsoring organization.

M. Evaluation of Building Administrators by Employees

The responsibility for evaluating building administrators rests with the Superintendent, or his/her designee. An employee may provide input, in writing, to the Superintendent, or his/her designee.

N. At the beginning of every school year, the Board shall make a total of twelve (12) days available for use by employees for conducting Association business. The Association President shall notify the Superintendent, or his/her designee, of the Association's intent to use such time and shall, in that notice, name the employee(s) who will be absent and the day(s) of such absence(s). Additional days may be granted by the Superintendent, or his/her designee, upon request by the Association President.

O. Professional Council

1. The purpose of the Professional Council is to provide a forum to proactively resolve areas of apparent or possible conflict related to this Agreement and to allow open communication between the Association and the Administration.
2. The Professional Council membership shall consist of the Superintendent, or his/her designee, three (3) administrators and four (4) members of the Association. The Superintendent shall appoint the administrative Council members and the Association shall appoint the Association Council members.
3. The Professional Council shall meet upon request of either party.
4. Any recommendations by the Professional Council involving changes in the Agreement shall be subject to ratification by the Board and the Association. In no way is the Professional Council intended to bypass the grievance procedure.
5. The minutes of the Professional Council meetings shall be distributed by the Superintendent, or his/her designee, to the building Association Representatives for posting within seven (7) workdays of the meeting.

P. An employee shall have the right to review the contents of his/her personnel file in the presence of an administrator. The employee may, at his/her option, invite an Association Representative to be present during such review. In the event an employee corrects a deficiency identified in a disciplinary writing or evaluation and provides written or other substantiated proof of the correction, the principal shall (upon request) write a letter acknowledging that correction. A copy of that letter shall be delivered to the employee and another copy shall be included in the personnel file. This letter shall supplement the original documentation of deficiency; it shall not replace it (e.g. the original writing shall remain part of the file).

Q. Tenure in Position

Any employee who is employed in a position other than as a classroom teacher shall not obtain tenure in that non-classroom position and such tenure is hereby specifically denied by this Agreement.

R. An employee occupying a position within the bargaining unit who is not covered by the Teachers' Tenure Act will serve, for purposes of this Agreement, a probationary period commensurate to the probationary period that would be required under the Tenure Act if the position were covered by the Tenure Act.

S. When the Board receives written request for information from an employee's personnel file pursuant to the Freedom of Information Act, the employee and the Association will be given a copy of the request within two (2) days. The Board shall provide an opportunity for the employee and/or the Association to review the information requested before responding to the request.

Article 3
Agency Shop

- A. Each employee shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The employee may authorize payroll deduction for membership dues or service fees, as is applicable.
- B. No employee is required to become or remain a member of the Association as a condition of employment. An employee who elects to not become a member of the Association is required to pay a service fee to the Association equivalent to his/her proportionate share of Association expenditures that are necessary to support representational activities in dealing with the Board on labor-management issues.
- C. In the event that an employee does not remit the service fee directly to the Association, or authorize payment of said service fee through payroll deduction, the Board shall, pursuant to MCL 408.477 and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association under the due process procedures provided below.
1. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the employee fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to A. above.
 - c. The Board, upon receipt of a request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing. This hearing shall address the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction of same. Additionally, the employee may request that the Board withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the Association's internal procedures by which an employee may protest the calculation of the service fee which is alleged to be not properly chargeable to employees who elect to not become members of the Association.
 - d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as possible from the paychecks of the employee so affected.
- D. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures—Administrative Procedures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-members. The remedies set forth in that Policy shall be exclusive and no employee may file a grievance disputing any provision of the policy or the outcome of any appeal filed under the policy.
- E. Due to certain requirements established in recent Court decisions, the Association represents that the amount of the service fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year

(December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by a non-member shall be activated no earlier than thirty (30) days following the Association's notification to the non-member of the service fee for that given school year.

- F. The Association will annually certify to the District, at least fifteen (15) days prior to the date of the first payroll deduction for membership dues and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said membership dues and the amount of said service fee to be deducted by the Board.
- G. The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide the Board for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures" together with a copy of all materials annually distributed by the Association and its affiliates to employees who choose to not join the Association and/or object to the service fee.
- H. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any claims, demands, costs, suits, or other forms of liability that may arise out of or by reason of action of the Board for purposes with complying with this Article.
- I. The Board will make payment to the Association Treasurer all the dues and assessments of the Association or the service fees within ten (10) days of its withholding. The deduction of the dues and assessments of the Association or the service fees shall be according to one of the following methods:
 - 1. The total amount may be paid by an employee in a lump sum prior to the first payday in October, or
 - 2. The total amount may be deducted from the first pay check in October, or
 - 3. The total amount shall be deducted in twenty (20) consecutive pay period deductions beginning with the first pay period of a new school year. Said deductions shall be as nearly equal as possible. In the event an employee begins his/her assignment after the first pay period or authorizes said deductions after that date, his/her deductions shall be prorated over the remaining pay periods.

Article 4
Management Rights

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system;
 - 2. To hire all employees, to determine their qualifications and the conditions for their continued employment; to dismiss or demote; and to promote or transfer all such employees, subject to the provisions of the law;
 - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. To make final decision upon the means and methods of instruction, the selection of textbooks and other teaching materials and equipment;
 5. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

Article 5

Professional Compensation

A. Salary

The salaries of employees covered by this Agreement are set forth in the Schedules, which are attached to and incorporated in this Agreement. An employee may choose one of the following pay options:

1. Twenty-six (26) equal installments.
2. Twenty-six (26) equal installments, the last five (5) of which will be available the last regular payday of the school year. This election shall be made by March 1 of each school year.
3. Twenty-one (21) equal installments to be distributed on the first twenty-one (21) paydays.
4. With notice to the Association, the Board shall determine a schedule by which payroll will be delivered to employees. The Association recognizes that from time to time the number of installments, referenced above, may be increased from twenty-six (26) equal installments and twenty-one (21) equal installments to twenty-seven (27) equal installments and twenty-two (22) equal installments, respectively. The Board will exercise this prerogative to avoid lapses of more than two (2) weeks between the last and twenty-sixth (26th) payroll of a concluded school year and the first (1st) payroll of a new school year.

B. School Closings

Nothing in this Agreement shall require the Board to keep schools open in the event of severe weather conditions or when otherwise prevented by Acts of God. It is understood that the Board has the right and obligation to temporarily close school in the event of various emergencies or as a result of events not foreseen when the calendar was established. [Illustrations: threats or acts of violence, power failures, damaged buildings, events that seriously affect employee and/or student attendance (death of student/death of staff member, epidemic, major athletic contests) and any other event which adversely affects the District or otherwise recommends judicious, temporary suspension of classes.]

1. When schools are dismissed early, employees shall be released from duty when no longer needed to supervise students. If schools are not opened, employees shall not be required to be on duty and shall be compensated at their normal rates.

2. If an employee is scheduled to take a leave day, as defined in Article 9, when schools are not in session, he/she will not have such day deducted from his/her leave days.

3. Make-Up Days

a. In the event that school is closed, or schedules are altered, the days and/or hours missed shall not be made up unless the number of student instructional days and/or student instructional hours fall(s) below the level required by the Revised School Code, Michigan Department of Education Rules or by Section 101 of the State Aid Act in order to receive full state aid payments.

b. In the event that the Revised School Code, Michigan Department of Education Rules or Section 101 of the State Aid Act is repealed, amended or otherwise modified during the term of this Agreement (e.g. by the courts, legislature, Department of Education, etc.), this Section shall be altered to meet state requirements, subject to review by the parties. If State statutes or school laws change current instructional time guidelines, the parties agree to adjust the school calendar.

c. If fewer than the state required number of student days and/or student hours of instruction required to receive full state aid payments have been provided to students by the last regularly scheduled instructional day, the calendar shall be extended. Such lost time shall be made up at a time mutually agreed upon by the Board and Association.

d. The last day of employee service shall be the day after the last student attendance day, pursuant to c. above unless mutually changed by the parties. The provision of this Article which requires the make-up of certain lost instructional days and/or hours shall not result in any increase or decrease in compensation to employees.

C. Academic Coursework Credit

1. An employee who desires to receive full credit for advanced Schedule A column placement for the school year in question must submit appropriate documentation indicating successful completion of coursework to the Superintendent's Office no later than September 30 of that school year. An employee who desires to qualify for advanced column placement in the second semester needs to submit transcripts or other adequate proof of completion to the Superintendent's Office no later than March 1. Only one-half (½) of the pay increase is allowed for credit documentation received between October 1 and March 1 for that school year.

2. Acceptable proof shall include any of the following: formal transcripts, letters from the college/university, notice of grade from the college/university, or other indications deemed reasonable by the Superintendent.

3. Graduate coursework must be in the employee's major or minor subject area or in education or in an allied field (such as psychology, counseling and guidance) or in a subject area in which the employee is currently working. Continued Education Units (CEUs) will not be accepted for movement on the salary schedule unless approved by the Superintendent.

D. Part-time Employee

An employee who is employed on a part-time basis for either a semester or full year shall attend regularly scheduled employee meetings and all other school activities that full-time employees are required to attend.

E. Certification

1. It is the employee's responsibility to provide evidence of:
 - a. An active certificate, or
 - b. Verification from the MDE that a renewal application has been filed not later than June 30 of the year in which the certificate expires, or
 - c. In the case of a new hire, a complete transcript of credits upon which is noted the date and type of certificate issued.
2. Failure to achieve the above may result in immediate termination.
3. The Administration shall make a good faith effort to notify an employee, in writing, on or before December 1 of the year preceding the expiration of the employee's certification that his/her certificate will expire on a specific date.

F. Instructional Day

1. Elementary classroom teachers shall be assigned an average of three hundred twenty (320) minutes per day, not to exceed one thousand six hundred (1,600) minutes per five (5) day week of student-instruction contact time. Elementary teachers shall have an average of fifty (50) minutes of planning time each day for a total of not less than two hundred fifty (250) minutes per five (5) day week in which school is in session. A portion of planning time will be used for collaborative planning. Elementary classroom teachers are guaranteed an absolute minimum of fifteen (15) minutes of uninterrupted preparation time during an instructional day. Planning time is not guaranteed on shortened days or during situations described in Section G. of this Article.
 2. High School and Middle School classroom teachers shall have a planning period equal in length to a core class period each day. A portion of planning time may be used for collaborative planning. Planning time is not guaranteed on shortened days, or during situations described in Section G. of this Article.
 3. Classroom teachers who voluntarily agree to teach beyond this section's maximum teaching load shall receive additional compensation based upon the number of additional instructional minutes provided per day divided by the length of the regular work day (excluding 30 minutes lunch) but only on those days when instruction is provided (i.e. excludes snow days, assemblies, etc.). Classroom teachers eligible for additional compensation by virtue of their agreement to teach during scheduled planning times shall not also be entitled to the planning time guaranteed above. Special education teachers may be required to teach during planning periods and will be compensated as above.
 4. With the exception of other professional obligations which have traditionally served to extend the employee's work day in the past (i.e. staff meetings; IEPC's; elementary PTO; committee meetings; etc.) an employee shall be considered on duty for a total of forty (40) minutes per day distributed in whole or in part before and/or after the student instructional day. Unless school business is being conducted (i.e. bus duty; parent meetings; IEPC's; etc.), such time will be used for teacher preparation.
 5. New employees' calendars shall begin two (2) days prior to the beginning day for veteran teachers.
 6. This Section shall not apply to Alternative Education teachers.
- G. An employee in grades K-12 who voluntarily agrees to substitute in lieu of his/her preparation time shall receive the sum of .0008 x BA base per clock hour taught. When staffing emergencies arise or student safety is jeopardized, an employee may be required to

substitute during his/her preparation time. In activities such as **state testing**, assemblies, field trips, class trips, field days, etc, where employees have traditionally supervised students during their preparation periods, no compensation will be paid. The parties recognize that preparation periods traditionally have been used to finalize lessons, correct student work, advise students academically and confer with parents, administrators and other employees.

- H. 1. The Board *may* appoint employees to act as department/grade level chairpersons in the following areas:

Elementary Chairs: Kindergarten
First Grade
Second Grade
Third Grade
Fourth Grade
Fifth Grade
Special Education
Technology

Middle School Chairs: Science
Math
Language Arts
Social Studies
Special Education
Technology

High School Chairs: Science
Math
English
Social Studies
Vocational Skills
Industrial Arts
Special Education
Technology

District Chairs: Media
Physical Education
Fine Arts

2. The chairperson of the department/grade level shall be appointed by the building principal and approved by the Superintendent, or his/her designee.
 3. The principal may grant release time with pay by providing a substitute, if, in his/her opinion, the department/grade level chairperson needs additional time to fulfill special responsibilities.
 4. The department/grade level chairperson shall receive four percent (4%) of the BA base for the year of service.
- I. The Board shall reimburse an employee at the rate of fifty (\$50) dollars per credit hour, upon successful completion of graduate coursework.
1. An employee may qualify for reimbursement for a maximum of six (6) credits per contract year (July 1—June 30).
 2. Any class for which the employee plans to submit a reimbursement request shall be approved by the Superintendent before registration.

- 3. An employee shall be reimbursed after evidence of successful completion of the coursework has been submitted to the business office. Refer to Section C. above, Academic Coursework Credit, for procedures and deadlines.
- J. An employee who volunteers to provide instruction to homebound students will be compensated at the substitute rate provided for in Schedule B and reimbursed for mileage. In no instance will an employee be required to provide homebound instruction against his/her will.
- K. An employee who is requested by the administration to work on day(s) outside the negotiated calendar shall enter into a written agreement with his/her administrator defining the day(s) and/or time(s) to be worked and when an equal amount of released time shall be granted.
- L. Full-time Alternative Education employees shall work a seven (7) hour day.

Article 6
Insurance

- A. 1. The Board will provide up to full family insurance premiums for each full-time employee who requests Plan A and who is not included in and covered by his/her spouse's health and medical insurance policy.

The Board agrees to pay, on behalf of each eligible employee up to the following amounts for health insurance:

Single subscriber	\$5,500 per year
Two party (employee and spouse or employee plus child*)	\$11,000 per year
Full family	\$15,000 per year

Adjusted per PA 152 by health component of CPI.

Any amount of employee contribution allowable shall be equally divided among Plan A participants. The employee contribution will be payroll deducted in equal installments each payroll.

The Business office shall make two semi-annual adjustments to reflect changes in the number of Plan A participants or changes in individual employee coverage category. These adjustments shall occur on the second payroll of December and June.

The health plan specifications set forth in this Article shall not include coverage for services that the Board is prohibited from funding under Section 166d of the State School Aid Act or its successor provision.

PLAN A

MESSA Choices II XVA2, with \$500/\$1,000 in-network annual deductible and \$1,000/\$2,000 out-of-network annual deductible; \$20/\$25/\$50 office visit; Saver Rx 80/80/80/80 dental insurance with adult ortho
\$10,000 group term life with AD & D
VSP-2

- 2. An employee not wishing health care protection will receive in cash, under a qualified cafeteria plan, the cost of the individual employee's MESSA Choices II XVA2 premium. The cash may be retained as such or directed toward the purchase of available non-

taxable benefits or annuities through salary reduction agreements as set forth in C. below.

PLAN B

80/80/80/80 dental insurance with adult ortho
\$20,000 group term life with AD&D
VSP-2

- B. An employee working fewer hours than is considered full time who elects to receive benefits under A. above shall have prorated premiums paid on his/her behalf. Such prorating shall be based on the number of hours actually assigned to duties relative to the number of hours considered a full assignment.

A part-time employee not wishing health care protection may apply the prorated cost of the individual employee's MESSA Choices II XVA2 plan above premium to the cost of any MESSA options or any annuity offered by any of the companies listed in C. below which are not subject to income tax by the Internal Revenue Service. This provision shall be subject to the provisions of the carrier.

- C. The Board agrees to make appropriate deductions, upon written authorization from an employee, for tax sheltered annuities under the district's 403b plan. The Association will be notified if there are consortium changes to the 403b plan components including but not limited to vendors.
- D. The Board's sole responsibility is to submit to the appropriate insurance company(s) the appropriate premium contribution on behalf of eligible employees as defined in A. or B. above. An employee shall be responsible for submitting enrollment applications to the Business Office. In the event a dispute arises between the employee and the insurance company over coverage allowed, the dispute is solely between the employee and the insurance company and is not subject to the grievance procedure.
- E. The Board shall allow any employee to avail himself/herself of any available rider to the MESSA Choices II XVA2 plan above through direct pay to the provider. The Board shall not be responsible for any premium contribution for said rider(s). Said enrollment shall be dependent upon the underwriting guidelines in effect for the rider(s).

Article 7
Working Conditions

- A. The parties recognize that the availability of optimum school facilities for both students and employees is desirable to ensure high quality education and that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the employee is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the employee is primarily utilized to this end.
- B. Except in traditionally large or experimental classes, the Board will attempt to not exceed the following class size maximums:

1. <u>Level</u>	<u>Size</u>
K-2	27
3-5	28
6-12	140
K-5 PE	32
6-12 PE	200

- If class enrollments exceed the above sizes, the teacher shall receive either one dollar (\$1) per student per day that the overload exists or, in grades kindergarten through five and at the teacher's option, an additional hour of paraprofessional time per day. The above limits shall not be exceeded by more than two (2) students in grades kindergarten through five or by five (5) students per day in grades six through twelve and in physical education classes. The Board will make every reasonable effort to equalize the number of students in each class at any given level or subject area. If the enrollment in a section of K-5 PE exceeds 32, a paraprofessional will be assigned to the section. The enrollment, even with a paraprofessional, will not exceed 37.
2. In classes which use special facilities or labs in grades 6-12, the number of students per teacher shall not exceed the number of teaching stations as defined by the teaching task and facilities available.
 3. This policy shall exclude the counting of migrant students within the class size for the first semester of the school year but will be used in applying the overload payments under Section 1 above starting with the fall student count date.
 4. This Section shall not apply to Alternative Education teachers.
- C. Classroom paraprofessionals will be provided in elementary buildings to perform non-teaching duties. Each paraprofessional will be under the supervision of the building principal who will be responsible for his/her assignment to a teacher who will determine their non-teaching duties.
- D. All employees, except Alternative Education employees, will have a duty free uninterrupted lunch period of equivalent length to that of their pupils except that at least one (1) employee will be present in each elementary school during the noon hour period to deal with emergency situations.
- E. In the event recess is scheduled, elementary teachers will assume recess supervision on a voluntary basis. If no one volunteers, the least senior teacher will be assigned to the supervision. Teachers will be paid according to Article 5, Section G.
- F. The principal will make all reasonable efforts to assign to a teacher in grades 6-12 no more than three (3) preparations in a semester. If four (4) preparations have to be assigned, a conference between the teacher, the department head, and the principal will be held to discuss the situation. This section shall not apply to Alternative Education teachers.
- G. After an IEP has been developed for a student, the principal, or his/her designee, will provide a copy of the IEP to each teacher into whose classroom the student will be placed. Upon request of the general education teacher(s), the principal and special education teacher(s) will meet with the general education teacher(s) to discuss the placement and IEP.
1. When requested by the general education teacher into whose class(es) a special education student is placed, special training or other assistance relevant to the student's needs will be reviewed by the Administration and a determination made as to what training or assistance, if any, will be provided.
 2. An employee will not be expected to administer prescription drugs or to undertake health or custodial care services unless necessitated by an emergency.
 3. If an employee has a reasonable basis to believe that a special education student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the employee will advise the principal in writing.

- H. The participation of an employee on a school improvement planning committee at the building level and on the district-wide level is voluntary.
- I. School improvement plans shall not modify in any manner this Agreement between the Board and the Association. In the event that any provision(s) of a plan or application thereof violates, contradicts, or is inconsistent with this Agreement, the Agreement shall prevail to the extent required by law, unless a deviation is granted by the Board and Association.
 - 1. Based upon the importance of ongoing school improvement, the parties recognize that adherence to the Agreement in all respects may inhibit legitimate restructuring and innovative initiatives. School improvement committees interested in requesting a deviation from the terms of the Agreement shall request a deviation in writing from the Board and Association.
 - 2. Upon receipt of the request, the parties agree to meet concerning the requested contract deviation within thirty (30) days of the request.

Article 8
Vacancies, Transfers and Promotions

- A. A vacancy is defined as a newly created position or a current position in the bargaining unit which the Board intends to fill which has become open due to death, reassignment, retirement, resignation or dismissal of an employee. Such positions will not be posted until all teachers are assigned.
 - 1. The above vacancies shall be posted online and via school email to all staff.
 - 2. Positions as described above shall be posted at least ten (10) business days prior to being permanently filled, unless the vacancy occurs and is posted within ten (10) business days of the first official teacher work day of the school year. In that case, the posting period will be five (5) business days.
 - 3. Any employee may apply for such positions by submitting a written letter to the Superintendent's Office.
 - 4. After the last instructional day of the year, the Board shall post vacancies at the Superintendent's Office. An employee with a request for a transfer on file under D. below or who has requested summer vacancy notices under C. below will be notified.
- B. An employee desiring to learn of position vacancies that occur during the summer shall leave self-addressed, stamped envelopes in the Personnel Office. Application for and filling of such summer vacancies shall follow the procedures in B. above.
- C. A request by an employee for transfer to a different building or position may be made at any time. Such request shall be made in writing to the Personnel Office with a copy to the Association President. The application shall set forth the school, grade or position sought, and the applicant's qualifications. Such request shall be reviewed twice each year to assure active consideration by the Board. In the event an employee is granted a transfer, the record of the transfer and any pertinent information related to the transfer shall be placed into the employee's personnel file. No employee will be discriminated against because of a request to transfer.
- D. Teachers will receive notice of tentative assignments not later than June 30.

Article 9
Leave Days

- A. Each employee shall be allowed fifteen (15) leave days per year with a limit of one hundred eighty (180) days usable in any single school year. The District shall maintain records of all unused leave, including that in excess of the one hundred eighty (180) day maximum usage limitation. If an irrevocable resignation of an employee's employment is delivered to the District's Central Office on or before November 1 for a resignation effective at the conclusion of the first semester of the current school year or April 1 for a resignation effective at the conclusion of the current school year, the District shall purchase from the employee those unused leave days according to the following schedule:
1. If fifty (50) or fewer days are accumulated on the last day of the employee's employment, ten dollars (\$10) for each day or portion thereof shall be paid to the employee.
 2. If more than fifty (50) days but one hundred (100) or fewer days are accumulated on the last day of the employee's employment, fifteen dollars (\$15) for each day or portion thereof shall be paid to the employee.
 3. If more than one hundred (100) days but one hundred fifty (150) or fewer days are accumulated on the last day of the employee's employment, twenty dollars (\$20) for each day or portion thereof shall be paid to the employee.
 4. If more than one hundred fifty (150) days are accumulated on the last day of the employee's employment, twenty-five dollars (\$25) for each day or portion thereof shall be paid to the employee.
 5. Payment for 1., 2., 3. or 4. above shall be made on or before June 30 of the appropriate fiscal year. Said payment shall be made to a Section 403b plan adopted by the Board.
- B. Leave days with salary shall be available for the following purposes:
1. Personal illness of the employee, including disability for maternity reasons.
 2. Illness of members of household.
 3. Illness in the immediate family when the situation is critical, upon approval of the building principal, or the Superintendent.
 4. Death in the immediate family. [Maximum four (4) days per absence]
 5. Two (2) personal leave days per year.
- C. Qualifications for use of leave days:
1. Personal illness or illness of a member of the employee's household.
 - a. To qualify for a leave day the employee must provide notification before 6:30 A.M., except in cases of emergency.
 - b. Hours or class periods of planned absences or emergencies shall be cumulative to full day equivalencies and deducted from leave days.

2. Death in the immediate family.

The immediate family includes: spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, or any other relative for whose funeral arrangements the employee is responsible, as approved by the principal.

3. Personal business or emergencies.

- a. Two (2) leave days per year may be used at the employee's discretion and shall be compensated at the employee's contracted daily rate of pay, subject to the restrictions in b.-f. below.
 - b. An employee planning to use a personal leave day(s) shall notify the principal of that intent at least three (3) days in advance, except in cases of emergency.
 - c. A personal leave day shall not be used the day before or the day after a holiday or a vacation period except by expressed permission of the Superintendent, or his/her designee.
 - d. By approval of the Superintendent, or his/her designee, additional personal leave days without salary may be granted. Benefits for the first five (5) unpaid leave days shall be paid by the Board. Subsequent leave, if approved, shall be without Board-paid salary or benefits. (Note: An employee may continue the benefits by reimbursing the Board, via payroll deduction or direct payment, at a ratio of days absent relative to total employee work days in the professional calendar.)
 - e. The principal may disapprove personal leave if it interferes with a singular event that demands the employee's presence in school: NCA visitation, State assessment testing, in-service days, parent-teacher conferences, etc.
 - f. Requests for personal leave to be taken after May 15 must be accompanied by a reason for the request and may be denied by the principal if the situation doesn't warrant the use of the day.
 - g. Compensated personal leave days shall be deducted from an employee's accumulated leave days. Compensated personal leave days may not be accumulated as personal leave days.
- D. With the first paycheck in September, the employee shall be notified in writing of the total number of leave days accumulated and available for use if necessary by the employee.
- E. An employee called for jury duty or subpoenaed to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation.
- F. Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Act will receive from his/her sick leave the gross amount necessary so that the amount of the daily workers' compensation benefit plus the gross amount of sick leave payment equals the employee's regular gross daily rate immediately prior to commencement of workers' compensation benefits. The employee's sick leave will be charged proportionately for each sick day or partial sick day so allocated. The Board has no obligation to independently fund any salary differential if the employee's sick leave is unavailable or has been exhausted.

Article 11
Leave of Absence

- A. The Board may grant a leave of absence without pay and benefits for a period not to exceed one (1) year. An employee returning from such leave shall be placed on the next salary step providing he/she was under contract for not less than a complete semester [or its equivalent of one-half (½) of annual contract days] during the preceding school year in which leave was taken. Time spent on leave of absence does not count as credit earned for advancement to the next step on the salary schedule. Application for leave shall be signed by both parties. Reinstatement of an employee returning from leave in accordance with the above standards is regarded by the Board and the Association as reinstatement to an equivalent position within the meaning of the Family and Medical Leave Act.
- B. The Board may grant a leave of absence under the following conditions:
1. An employee granted a leave of absence shall be entitled to return from such leave and may, at the Board's discretion, be assigned to the same position or a substantially equivalent position, provided the employee is certified and qualified.
 - a. The contracted non-tenured employee shall not be granted seniority credit or placed on the Association seniority list.
 - b. If the contracted employee is hired by the Board after the expiration of the contract issued to accommodate the leave of absence vacancy, he/she shall receive full seniority credit for time worked.
- C. Upon application, a leave of absence without pay and benefits may be granted an employee for:
1. Personal illness that extends beyond the period compensated under Article 9 (Leave Days).
 2. Induction into military service in any branch of the armed forces of the United States. Said leave shall be for a length of time equal to the duration of the induction period.
 3. Professional improvement through research, travel, education or through professional or political appointment or election. The employee must be tenured for this type of leave.
- D. Nothing in this Article is intended to deny an employee leave under the circumstances identified to the extent that such leave is required to be granted under any state or federal law.
- E. An unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any eligible employee in accordance with the Family and Medical Leave Act (FMLA) for any of the following purposes:
1. The birth or placement for adoption or foster care of a child from date of birth or placement;
 2. Because of a serious health condition of an employee's spouse, child or parent;
 3. Because of the employee's own serious health condition.

To be eligible for a leave of absence, the employee must meet the eligibility requirements set forth in the FMLA and FMLA Regulations.

Where permitted by the FMLA, an employee shall have the option to take FMLA Leave on an intermittent or reduced schedule. Where permitted by the FMLA, the District may require an employee to substitute paid vacation leave, personal leave and/or sick leave for FMLA unpaid leave.

In accordance with the FMLA, the Board shall continue group health plan benefits during FMLA. This shall not be construed as a waiver of the Board's right to recoup premium payments from an employee where permitted by the FMLA or as an agreement to provide benefits greater than what would have been provided if the employee was not on FMLA leave.

FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA Regulations. Limitations found under Section 108 of the FMLA—"special rules concerning employees of local educational agencies"—shall apply. The Board reserves all rights granted to school districts under the FMLA, such as, but not limited to, the right to substitute paid leave for unpaid FMLA leave, to require medical verification of illness, to require a certificate of fitness as a condition for the employee's return to work and to require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for employees who are married.

If the reason for the FMLA leave is foreseeable, the employee must provide at least thirty (30) days advance notice of the FMLA leave. All other notice must be provided as soon as it becomes practical.

All other provisions of the FMLA shall apply. This section shall be interpreted consistent with the definitions contained in the FMLA. This section shall not provide an employee with any greater rights or benefits than required by the FMLA. To the extent required by the FMLA, an eligible employee shall be granted leave and other rights specified by the law.

When leave is taken by an eligible employee under the FMLA, the Board shall likewise enjoy and reserve all rights afforded it by the law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the FMLA, including eligible employee rights and responsibilities, shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

Furthermore, the Board reserves all rights granted by the FMLA even if not specifically set forth above.

- F. The Board may grant a child care leave upon request subject to the provisions of Sections A. and B. above or in accordance with the FMLA. An employee may make application for reinstatement prior to the expiration of the leave. The Board reserves the right in its sole discretion to approve accelerated termination of such leave on the basis of the individual case.
- G. An employee who has been employed for seven (7) consecutive years in the school district may be granted a sabbatical leave by the Board for professional improvement, such leave shall not exceed one (1) year.
 - 1. During the sabbatical leave, the employee shall be considered in the employ of the Board, shall have a contract and will receive full insurance benefits and one-half (½) his/her contractual teaching salary.
 - 2. An employee returning from sabbatical leave shall advance in seniority and to the next step on the salary schedule.

3. No more than one (1) employee in the District shall be absent on sabbatical leave at any one time.
 4. The employee shall agree to remain in the employ of the Board for a period of not less than one (1) year following the employee's return or reimburse the Board the amount paid the employee while he/she was on the leave.
 5. Seniority shall determine priority in case of multiple requests; and in case seniority is equal, then the order of the requests will take precedence.
 6. An employee on sabbatical leave shall be allowed credit toward retirement for time spent on the leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.
- H. It is the employee's responsibility to complete a Leave of Absence Request form, found on page 33, and submit it to the Superintendent's Office at least thirty (30) days prior to the commencement of the leave unless it is an emergency. Said form is required whether the request is for the initial leave or a subsequent request for a renewal of the leave.

Article 12

Seniority and Employee Protection

A. Seniority

1. A seniority list shall be prepared by the Superintendent's Office, a copy of which will be provided to the Association President and posted in the teachers' lounge in each building by October 15. The list shall be in order of seniority and shall include the employee's hire date, all certifications and endorsements held by the employee, subject/content areas in which he/she is believed to be "highly qualified" under the NCLB Act and probationary status, if applicable.
2. If the Association believes there is an error on the seniority list, it shall request any revisions, with reasons for such revisions, within thirty (30) calendar days after receipt of the seniority list. If no request for revision is received within this time frame, the list shall be considered final and accurate until the following school year.
3. If the Association has requested a revision to the seniority list pursuant to 1. above, and the parties agree that the original list is in error, a revised seniority list shall be prepared by the Superintendent's Office and a copy given to the Association President and posted in the teachers' lounge in each building within thirty (30) calendar days after verifying the error and this corrected list shall be considered final and accurate until the following school year.
4. If an employee transfers to a non-bargaining unit position, he/she shall retain all seniority accumulated as of the effective date of the transfer but said seniority shall not accumulate while the employee remains in the non-bargaining unit position. In the event the employee returns to a bargaining unit position, he/she shall be placed on the then appropriate seniority list in accordance with his/her accumulated seniority.
5. In compiling the seniority list, the following criteria shall apply:
 - a. Seniority for purposes of this Agreement shall be defined as the years of continuous service in the District.

- b. An employee who resigns, retires, is discharged or is denied employment under provisions of the Tenure Act shall lose all seniority credit. If subsequently employed by the Board, his/her seniority credit begins with the last date of hire. If an employee is dismissed or denied employment under provisions of the Tenure Act and such action is reversed, seniority credit shall begin with the last date of hire prior to the dismissal.
 - c. "Date of hire" shall be when the earliest one (1) of three events occurs, each of which indicates a commitment between the employee and the District.
 - (1) The date of a written offer of employment by the Board's agent; or
 - (2) The date on which the employee was hired by formal action of the Board, or
 - (3) The first date of regular* work by the employee for the Board. *(Excluded is work prior to the first regular school day associated with coaching, band camp, F.F.A., driver education, library, counseling, etc.) An employee employed as a permanent substitute who thereafter becomes a regularly employed employee without a break in employment shall count, as his/her date of hire, the first date of permanent substitute service.
 - d. In computing seniority, one (1) day of employment (full or part-time) equals one (1) day of credit. Sick days count as employment.
 - e. An employee granted an unpaid disability, health care FMLA leave or military leave of absence shall accumulate seniority credit.
 - f. Seniority credit shall be given for time spent on layoff status.
 - g. In the event of a tie in seniority, the last four digits of the employee's social security number will be used with the highest number being placed first.
6. Qualifications are defined as follows:

Grades K-12: Must meet the qualifications established by the North Central Accreditation Association

K-8 Special Subjects: Major in the subject area(s). Examples of such special subject areas are: art, music, technology, physical education, science, remedial or extra-classroom reading (e.g., Chapter 1), counseling and library. Self-contained general classroom teachers shall not be covered under this section.

Pre-School teachers shall satisfy State of Michigan Certification Standards.

Alternative Education employees shall satisfy State of Michigan Certification Standards. In addition to the above, each employee must meet any additional qualifications established by the ESEA Act to be assigned to a position and any additional program requirements for an assignment to a Reading Recovery position.

B. Employer Support of Student Discipline and Teacher Protection

- 1. Good order and discipline are necessary for effective teaching. While each teacher is responsible for maintaining such an atmosphere in each of his/her classes, the Board recognizes that, through its administration, it will support its teachers in taking legally permissible actions to maintain proper classroom order.

2. Any case of assault upon an employee who is acting in an official school capacity shall be promptly reported to the Board through the Superintendent, or his/her designee. The Board shall provide all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
3. If it has been determined that the employee has not been at fault, time lost by an employee in connection with the disposition of any incident mentioned in this Section shall not be charged against the employee's leave days for the balance of the contract year during which the incident occurred.

Article 13
Miscellaneous Provisions

- A. During the negotiations leading to this Agreement, each party had the right to make proposals and bargain on all negotiable issues. This Agreement contains the entire agreement of the parties. During its life each party agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not, except through mutual consent.
- B. It is agreed that any employee, the Association, or the Board shall have the right during the term of this Agreement to bring matters, not covered herein but of common concern, to the attention of the Professional Council for its study and consideration.
- C. The Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. An individual employee contract shall be made expressly subject to the terms of this Agreement.
- D. If any provision or any application of this Agreement shall be found to be contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

Article 14
Grievance Procedure and Arbitration

- A. A claim by an employee or the Association that there has been a violation of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. An individual employee may present a grievance on his/her own behalf through Step II without the presence of an Association Representative provided no resolution shall be agreed upon without the knowledge and agreement of the Association. No individual employee shall have the right to advance a grievance to Step III.
- C. The Association shall have no right to initiate a grievance involving the rights of an employee or group of employees without the approval of said employee(s) in writing.
- D. Grievance Steps

Step I: Within ten (10) working days* of the time an alleged grievance arises, the employee will present a signed written statement of the grievance to that employee's principal. Within ten (10) working days after the presentation of the statement of the grievance, the principal's written response shall be given to the employee.

*For purposes of this Article, a working day during the school year is defined as any day on which employees are in attendance. A working day during summer months is defined as Monday through Friday.

Step II: If the grievance is not resolved at Step I, the employee may, within ten (10) working days of the receipt of the principal's answer, submit to the Superintendent, or his/her designee, a signed written "Statement of Grievance". A copy shall be given to the principal involved. The "Statement of Grievance" shall name the employee involved, state the facts giving rise to the grievance, identify all the provisions of this Agreement alleged to be violated by appropriate reference, state the contention of the employee and the Association with respect to these provisions, indicate the relief requested and be signed by the employee and/or the Association.

The Superintendent, or his/her designee, shall give the employee an answer in writing no later than ten (10) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the Association.

Step III: If a satisfactory disposition of the grievance is not made at Step II above, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) days from the date the written decision from Step II is issued.

E. Any grievance not advanced to the next step by the Association within the time limits in that step, or if no time limit is specified, within two (2) working days, shall be deemed abandoned. Time limits may be extended by the Superintendent, or his/her designee, and the Association provided such time limit extension is in writing.

F. Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in causes of alleged violation of the specific articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. The arbitrator shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session, of 1937 of Michigan as amended), or by the Civil Rights Commission or by the Workers' Compensation Board, or by the Employment Relations Commission.

3. The arbitrator shall have no power to rule on the dismissal of a probationary teacher.

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

H. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither shall be responsible for the expense of witnesses called by the other.

I. Claim for Back Pay

1. All claims for back pay shall be limited to the amount of pay that the employee would otherwise have earned.
2. No decision in any one (1) case shall require retroactive wage adjustment in any other case.

Article 15
Mentors

Pursuant to Section 1526 of the Michigan Revised School Code, probationary classroom teachers will be assigned one (1) or more mentors. One (1) or more master teachers, college professors or retired master teachers shall act as a mentor or mentors to the classroom teacher. Tenured employees shall be considered first for such assignments. The right of selection of mentors is reserved to the Superintendent, or his/her designee. Any employee so selected may decline.

In making appointments, the Superintendent, or his/her designee, will consider (by way of example), degrees earned, areas of certification, participation in professional development activities and performance record of internal and external applicants. Probationary employees may serve as mentors if significant experience, graduate degree(s) or other professional accomplishments recommend them as master teachers.

The responsibilities of the mentor will be determined by the administration. In general, the responsibilities will include (again only by means of illustration) assisting the employee in fulfilling the objectives of the employee's Individualized Development Plan and guidance in such areas as classroom management and instruction delivery.

If an employee is appointed as a mentor, it will be a one (1) year assignment and the following provisions shall apply:

1. The employee serving as a mentor shall not participate in the supervision or evaluation of other employees.
2. Where possible, the employee mentor and the probationary employee shall be assigned a common preparation time.
3. Each mentor shall be compensated at the rate of two percent (2%) of the BA base per full year of his/her service. Mentor training activities outside the work day or school year shall not exceed five (5) days and shall be compensated at the Schedule B rate of .0008 of the BA base.

Mentors may also be assigned to non-probationary employees at the discretion of administrators. Administrative expectations of mentors involved in the counsel of non-probationary employees shall conform to the non-supervisory roles anticipated above.

Article 16
Special Regulations

A. Credit Hours

1. Hours of credit to be used in determining placement on the BA+18, BA+30, MA, MA+15, MA+30 and/or 2nd MA or Educational Specialist schedules shall be:

- a. Graduate credit semester hours. However, no pay or credit for hours shall be given on Schedule A for "credit" received from a non-accredited school or for credits produced solely by travel without required study.
- b. In the employee's major or minor subject area; or in education; or in an allied field such as psychology, counseling and guidance, or in a subject area the employee is currently teaching.

In order for graduate credit hours to be used for advancement on the schedule, said credits must be obtained after the most recent degree was granted.

- 2. This requirement may be waived by the Superintendent upon individual request if, in the Superintendent's judgment, the course work in question will contribute to the employee's professional growth.

B. Teaching Experience

- 1. An employee moving horizontally on the salary schedule shall be placed at the step commensurate with his/her years of credit for service.
- 2. A new hire shall be placed at the appropriate degree level and salary schedule step commensurate with teaching experience as determined by the Superintendent and the new employee at the time the initial individual contract is signed. Thereafter, this employee will move vertically and horizontally on the salary schedule in concert with the movements of other, more senior employees.
- 3. In determining placement on the salary schedule of a new hire, no employee shall be placed at a half-step.

Article 17
Future Negotiations

- A. Negotiations for a successor to this Agreement shall begin no later than May 15 of the year it expires.
- B. This Agreement shall be effective upon ratification by both parties and shall continue in effect until June 30, 2014.

Board of Education:

Belding Education Association

By: Tom Humpf
President

By: Emily McKenna
President

By: Andrea Booker
Secretary

By: Kurt Manshu
Secretary

Schedule A
2012-13 Salary Schedule

STEP	BA	BA+18	BA+30	MA	MA+15	MA+30	2nd MA
1	\$37,818	\$37,818	\$37,818	\$38,925	\$46,676	\$47,590	\$48,506
2	\$38,284	\$38,284	\$38,284	\$39,570	\$47,320	\$48,234	\$49,150
3	\$38,926	\$38,926	\$38,926	\$40,212	\$47,963	\$48,877	\$49,793
4	\$39,571	\$39,571	\$39,571	\$40,857	\$48,607	\$49,520	\$50,436
5	\$40,290	\$40,290	\$41,035	\$41,717	\$49,251	\$50,163	\$51,080
6	\$41,786	\$41,786	\$42,562	\$43,277	\$49,894	\$50,807	\$51,723
7	\$41,786	\$43,341	\$44,145	\$44,524	\$50,538	\$51,451	\$52,366
8	\$41,786	\$44,314	\$44,511	\$44,919	\$51,182	\$52,094	\$53,011
9	\$43,229	\$44,921	\$45,801	\$46,676	\$51,567	\$52,739	\$53,654
10	\$44,919	\$46,677	\$47,590	\$48,506	\$51,954	\$53,382	\$54,298
11	\$44,919	\$48,507	\$49,453	\$50,405	\$52,381	\$54,025	\$54,942
12	\$44,919	\$50,406	\$51,394	\$52,381	\$54,435	\$55,508	\$56,574
13	\$44,919	\$52,382	\$53,411	\$54,435	\$56,574	\$57,687	\$58,797
15		\$54,437	\$55,508	\$56,574	\$58,796	\$59,955	\$61,114
20		\$59,054	\$60,213	\$61,364	\$63,774	\$65,021	\$66,279
25		\$60,115	\$61,274	\$62,426	\$64,836	\$66,082	\$67,340

Schedule A
2013-14 Salary Schedule

STEP	BA	BA+18	BA+30	MA	MA+15	MA+30	2nd MA
1	\$37,818	\$37,818	\$37,818	\$38,925	\$46,676	\$47,590	\$48,506
2	\$38,284	\$38,284	\$38,284	\$39,570	\$47,320	\$48,234	\$49,150
3	\$38,926	\$38,926	\$38,926	\$40,212	\$47,963	\$48,877	\$49,793
4	\$39,571	\$39,571	\$39,571	\$40,857	\$48,607	\$49,520	\$50,436
5	\$40,290	\$40,290	\$41,035	\$41,717	\$49,251	\$50,163	\$51,080
6	\$41,786	\$41,786	\$42,562	\$43,277	\$49,894	\$50,807	\$51,723
7	\$41,786	\$43,341	\$44,145	\$44,524	\$50,538	\$51,451	\$52,366
8	\$41,786	\$44,314	\$44,511	\$44,919	\$51,182	\$52,094	\$53,011
9	\$43,229	\$44,921	\$45,801	\$46,676	\$51,567	\$52,739	\$53,654
10	\$44,919	\$46,677	\$47,590	\$48,506	\$51,954	\$53,382	\$54,298
11	\$44,919	\$48,507	\$49,453	\$50,405	\$52,381	\$54,025	\$54,942
12	\$44,919	\$50,406	\$51,394	\$52,381	\$54,435	\$55,508	\$56,574
13	\$44,919	\$52,382	\$53,411	\$54,435	\$56,574	\$57,687	\$58,797
15		\$54,437	\$55,508	\$56,574	\$58,796	\$59,955	\$61,114
20		\$59,054	\$60,213	\$61,364	\$63,774	\$65,021	\$66,279
25		\$60,115	\$61,274	\$62,426	\$64,836	\$66,082	\$67,340

For 2012-2013: Salary schedule will include steps, lanes and a 0% wage increase, effective upon ratification.

For 2013-2014: Salary schedule will include steps, lanes and up to a 1.5% wage increase, according to the following conditions:

- If the 2012-13 Base Foundation Allowance of \$6,966.00 per pupil is increased in the 2013-14 school year by at least \$100,000 in net additional funds to the district (as described in Section 20, Subsection H of the School Aid Act times the Fall 2012 audited pupil count), the Board will grant a 0.5% increase in compensation to BEA members. If the Foundation Allowance is increased by at least \$200,000, the Board will grant a 1% increase to BEA members.
- If the Fall 2013 audited pupil count in the district increases by more than 14 over the Fall 2012 audited pupil count, the Board will grant a 0.5% increase in compensation to BEA members, paid retroactively to the beginning of the 2013-14 contract year.

Schedule B
Hourly Salary Schedule

Driver Training	.000735 x BA base per hour	BA base per hour + \$.10
Summer Science	.000735 x BA base per hour	per hour per year experience (10) maximum
Summer Agri-Science	.000735 x BA base per hour	
Adult Diploma	.0008 x BA base per hour	
Substitute during preparation period	.0008 x BA base per hour	
Renaissance Coordinator	.0008 x BA base per hour	
In-service/Curriculum Work	.0008 x BA base per hour	See below

With mutual consent between the Board, or its designee, and an employee, additional in-service days/curriculum work that is not included in the schedule of contract days and attendance days may be scheduled. Participants shall be paid at an hourly rate listed in Schedule B. Such in-service/curriculum work shall be provided only after descriptive writing and goal objectives and estimated time commitment/compensation have been co-signed by the participants and the Superintendent.

Schedule C
Extra Pay for Coaching Athletics

Following is a list of salaries to be paid if such positions are filled by the Board. The percentages shown will be applied to the BA base plus pay increments, provided, however, that the number of increments used to determine this pay will be equal to the number of years of coaching experience that the coach has had in that particular sport.

Sport

Football, Basketball, Wrestling, Volleyball

Head Coach	12%
Ass't Coaches	8%
7 th & 8 th Grade	5%

Cross Country, Track, Baseball, Tennis, Golf, Softball

Head Coach	9%
Ass't Coaches	6%
7 th & 8 th Grade	5%

Cheerleading

Competitive Coach	6%
Varsity	5% (per season)
Ass't Coach	4% (per season)
7 th & 8 th Grade	3% (per season)

A.D. (Classroom Teacher)	12%
Ass't A.D.	8%
Strength and Conditioning Coach	8%

One-half percent (0.5%) shall be added to the coaching salary for each week after the first round of state district competition.

The Administration shall annually evaluate each head coach within sixty (60) calendar days following the completion of his/her sport's season. Each head coach shall annually evaluate his/her assistant coach(es) within sixty (60) calendar days following the completion of his/her sport's season.

Schedule D
Extra Assignments

Unless required as part of a classroom assignment, positions under Schedule D are voluntary.

The Board recognizes the value of providing students an opportunity to express and develop individual interests that are not satisfied by the confines of the regular school program. The development of interests not only helps students to become well-adjusted but also helps to form good attitudes toward school in general.

The Board, therefore, encourages the organization of student activity groups and authorizes the formation and organization of such groups subject to the approval of building principals.

Student activity groups are under the general supervision and jurisdiction of building principals. The building principal is responsible for the selection of employees/sponsors for these groups and also has the authority to change the assignment of an employee/sponsor to a group if, in his/her judgment, there is a need to do so. The building principal is further authorized to discontinue any student activity group which, in his/her opinion, has ceased to function as an effective group.

An employee/sponsor should at all times be mindful of the general purposes of student activity groups as set forth by the Board. At the same time, he/she should have certain responsibilities to his/her group which are more specific in nature. At the beginning of the year, he/she should insist that the group establish its goal for the year and lay plans as to how these goals will be accomplished. He/She is to supervise all meetings and activities or make adequate provision for the same, subject to the approval of the building principal. Student activity groups provide an opportunity for employees/sponsors to work on a more personal basis with students while helping them find a way to express themselves individually in an acceptable way and helping them to have respect for their fellow students. An employee/sponsor should strive to build or maintain an interesting and active group and should seek the help of the building principal should a group seem to be having difficulty in this respect.

Pay for an employee/sponsor will be determined by applying percentage rates to the BA base. The Board will determine the classification of a new student group and the pay status of the employee(s)/sponsor(s) assigned to the new group for the first year. If, in the opinion of the Board, the group should continue for another year, the pay will be subject to negotiation with the Association.

Student activity groups are categorized as follows:

Student Club Supervisor	1%
-------------------------	----

The Building Principal approves all clubs/appointments. The Building Principal must maintain an up to date copy of approved clubs and supervisors.

Student Production Groups

Orchestra Conductor for Drama Production (limit 2 productions/year)	1% per production
Variety Show Director	1%
Vocal Music Director	2%

Middle School Director, Class Plays	3% per production
Middle School Band Director	5%
High School Director, Class Plays (limit 2 productions/year)	7% per production
High School Band Director	11%
Technical Director	1%
Service Groups	
Eighth Grade Trip Coordinator	1%
Middle School Junior National Honor Society	1%
High School National Honor Society	1%
Middle School & High School Student Council (when not taught as a class)	5%
Academic Classes	
11 th Grade	3%
12 th Grade	5%
Other Assignments	
Independent Study (per student, per semester, max: 2 students)	1%
Building School Improvement Co-Chair	1% (each)
AR Building Coordinator(s)	1%
Science Olympiad Coach	1%
Community Showcase Coordinator	3%
Department Chair/Grade Level Chair	3%
Middle School Year Book Sponsor (when not taught as a class)	4%
High School Robotics Coach	4%
Debate	2%
Forensics	2%
FFA Advisor	5%
Driver Education Coordinator	6%
Noon Hour Supervisor and/or Recreation	6%
High School Year Book Sponsor (when not taught as a class)	9%
MME Coordinator	3%
MME Testing Accommodations Coordinator (High School)	1%
MEAP Coordinator (Elementary)	1%

Grievance Form

Name of Grievant _____ Building _____

Date Filed _____ Assignment _____

Copies of this form are to be distributed as follows:

Superintendent:	1 copy	Association:	1 copy
Principal:	2 copies	Grievant:	1 copy

STEP I

To be completed within ten (10) working days from the date of the alleged grievance.*

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance and Relief Sought _____

Signature _____ Date _____

Within ten (10) working days after receipt of grievance statement, the principal shall issue a written response to the grievant.*

C. Disposition by Principal _____

Signature _____ Date _____

D. Grievant and/or Association Position _____

Signature _____ Date _____

If the grievance is not resolved, Step II must be completed within ten (10) working days. The signed grievance statement must be submitted to the Superintendent and copied to the principal.*

STEP II

A. Grievance Received by Superintendent (date stamped and initialed by Central Office) _____

The Superintendent shall give the grievant an answer in writing no later than ten (10) working days after receipt of written grievance.*

B. Disposition by Superintendent _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

D. Date: _____ Signature: _____

STEP III

A. Date submitted to Arbitration _____

B. Disposition by Arbitration _____

C. Date of Decision _____

Signature of Arbitrator _____

*Time limits may be extended by the Board and the Association in writing.

Leave of Absence Request
(Complete in Triplicate)

Employee _____ Building _____

Date _____ Position _____

Type of Leave _____ Beginning Date _____

Ending Date _____ Current Salary Step _____

Signature of Employee

Date Board (Approved, Denied) Request _____

Date Leave to Begin _____ To Expire _____

Step on Salary Schedule upon Return _____

Type of Leave under Article 11, Insert Section Number _____

Describe Type of Leave _____

Signature of Superintendent or his/her designee

Completed Copies to:

1. Superintendent
2. Employee
3. BEA President

Assignment Transfer Request

_____ Date

I respectfully desire to be considered for transfer to

_____ at _____
Assignment Building

if and when a vacancy occurs for the following reasons:

_____ Signature

Copy and forward to the Personnel Office.

Pre-approval for Tuition Reimbursement

Name _____ Date _____

Title of Course _____

Meeting Dates or Term _____

University or Agency Offering Course _____

Number of Credits _____

Cost of Course \$ _____

Amount Requested \$ _____

Superintendent's Signature _____

Please submit this request to the Business Office for reimbursement approval.

An employee may qualify for reimbursement for a maximum of six (6) credits per contract year (July 1-June 30). The Board shall reimburse an employee at the rate of fifty (\$50) dollars per credit hour, upon completion of graduate coursework. Graduate coursework submitted for reimbursement must be in the employee's major or minor subject area or in education or in an allied field (such as psychology, counseling and guidance) or in a subject area in which the employee is currently working. An employee shall be reimbursed after evidence of successful completion of the coursework has been submitted to the Business Office.

School Calendar

- A. In the event the District is out of compliance with respect to the minimum number of required days of student instruction, professional development time or student contact hours, the Superintendent and Association President will make the necessary amendments to the calendar and/or other related provisions of the Agreement to assure compliance. Such adjustments will not result in added cost to the District.
- B. If there is a multi-year contract, the calendars for the additional year(s) will contain 170 student reporting days and 177 staff reporting days.
- C. It is recognized that the calendar may be out of compliance as it relates to the state requirement that the winter holiday break and spring break correspond to the Ionia ISD calendar. If the ISD establishes a different winter and holiday spring break than is in the Belding calendar, the winter holiday and spring breaks in the Belding calendar will be adjusted in order to be in compliance with state law. The Superintendent and Association President will make the necessary adjustments to assure compliance.
- D. In order to bring district-wide consistency and allow ample time for parent-teacher conferences, open houses, orientations and family night type activities, the parties agree that there will be fourteen (14) hours of required time for teachers for such activities. If a building has a need to have more than fourteen (14) hours scheduled time for such events, then a method of compensation time as reimbursement shall be worked out at the building level.

Belding Area Schools 2012-2013 Master Calendar

August 2012						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
3.0	19	20	21	22	23	24
0.0	26	27	28	29	30	31

August 2012
 27 PD
 28 Teachers in Rooms
 29 PD
 30-31 Staff Off

February 2013						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
18.0	17	18	19	20	21	22
18.0	24	25	26	27	28	

February 2013
 15-18 Midwinter Break

September 2012						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
19.0	16	17	18	19	20	21
19.0	23	24	25	26	27	28
	30					

September 2012
 3 Labor Day
 4 Student's First Day

March 2013						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
19.5	17	18	19	20	21	22
19.0	24	25	26	27	28	29
	31					

March 2013
 4 End of 2nd Tri (1/2 day)
 5-7 HS MME
 8 PD
 19-21 MME Makeup
 29 Good Friday

October 2012						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
23.0	21	22	23	24	25	26
23.0	28	29	30	31		

October 2012
 9-26 MEAP Window

April 2013						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
17.0	21	22	23	24	25	26
17.0	28	29	30			

April 2013
 1-5 Spring Break

November 2012						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
19.0	18	19	20	21	22	23
17.0	25	26	27	28	29	30

November 2012
 1 PD
 20 End of 1st Trimester
 21 .5 Comp .5 Thanks
 22-23 Thanksgiving Break
 26 Records Day

May 2013						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
22.0	19	20	21	22	23	24
22.0	26	27	28	29	30	31

May 2013
 23 Graduation
 27 No School Memorial Day

December 2012						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
15.0	23	24	25	26	27	28
15.0	30	31				

December 2012
 24-31 Holiday Break

June 2013						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
2.5	16	17	18	19	20	21
2.0	23	24	25	26	27	28
	30					

June 2013
 4 Last 1/2 day students
 5 Last day staff - 1/2 day

January 2013						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
19.0	20	21	22	23	24	25
18.0	27	28	29	30	31	

January 2013
 1-4 Holiday Break
 21 PD & MLK

July 2013						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
0.0	21	22	23	24	25	26
0.0	28	29	30	31		

July 2013
 4 Independence Day

Teacher Only Attendance Days	Total	177.0
Student Instruction Days	Total	170.0

Trimesters (HS)	
1st	55.0
2nd	57.0
3rd	58.0
Total	170.0

Staff Day Count
 Student Day Count
 Testing
 No School
 1/2 day for students
 Staff Only

The parties agree to form a subcommittee to develop a 2013-2014 calendar. The tentatively-agreed-upon calendar shall be subject to ratification by the Board and the Association.

**Letter of Agreement
Between the
Belding Area Schools Board of Education
and the
Belding Education Association**

The above named parties agree that in Article 6 Insurance, Section A. 1. "employee plus child" will be subject to an \$11,000 per year cap for purposes of calculation of the employee insurance contribution under PA 152, unless or until a court of competent jurisdiction find otherwise.

This letter of agreement will expire on June 30, 2014.

Tom Humphreys
For the District

George Rousseau, Jr.
For the Association


9-13-12
Dated

**Letter of Agreement
between the
Belding Area Schools Board of Education
and the
Belding Education Association**

The parties agree that if the Board votes to transition the district from a trimester schedule to a semester schedule, the class size limits for grades 9-12 contained in Article 7.B.1 of the Master Agreement shall be increased from a limit of 140 to a limit of 150, beginning in the first semester of the school year in which the semester schedule is implemented.

In any case where a class in grades 9-12 exceeds 30, the teacher will be compensated per Article 7.B.1 of the Master Agreement.

This Letter of Agreement shall become effective upon ratification by both the Board and the Association and shall expire June 30, 2014.



For the District
1/21/13

Dated



For the Association


**Letter of Agreement
between the
Belding Area Schools Board of Education
and the
Belding Education Association**

The following provisions in Attachment A were removed from the 2012-2014 Master Agreement because they concern "prohibited subjects of bargaining" under Section 15 of the Public Employment Relations Act regarding employees whose employment is regulated by the Teachers' Tenure Act.

The provisions in Attachment A shall remain enforceable only in regard to BEA members whose employment is not regulated by the Teachers' Tenure Act.

Should a court of competent jurisdiction from which an appeal is not timely filed rule that a particular provision contained within Section 15 of the Public Employment Relations Act is a mandatory subject of bargaining, the parties agree to meet and negotiate in good faith that provision.

This Letter of Agreement shall be effective upon ratification by both the Board and the Association.



For the District
1/21/13

Dated



For the Association

ATTACHMENT A

Article 2
Association and Employee Rights

P. Just Cause

1. No non-probationary employee shall be disciplined, warned, reprimanded, suspended, reduced in rank or professional advantage, discharged, or subjected to other actions of a disciplinary nature without just cause. Any such action which has recourse through the Tenure Act shall not be subject to the grievance procedure. The specific grounds for forming the basis for disciplinary action will be made available to the employee and the Association in writing. The following shall act as guidelines for just cause:
 - a. Did the employee have reasonable foreknowledge that his/her conduct would be subject to discipline, including discharge?
 - b. Was the rule he/she violated reasonable relative to the safe, efficient, and orderly operation of the district?
 - c. Did the administration make a reasonable effort to discover whether the rule was violated before the discipline was administered?
 - d. Was the investigation fair and objective?
 - e. Did the administration obtain substantial evidence that the employee was guilty of the offense with which he/she was charged?
 - f. Was the discipline nondiscriminatory?
 - g. Was the degree of discipline reasonable relative to the seriousness of the proven offense and/or to the employee's employment record?
2. An employee shall be entitled to have an Association Representative present during any meeting that may lead to disciplinary action. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised of the right to representation under the provisions of this Agreement. The District has the right to place an employee on administrative leave, pending conclusion of a disciplinary investigation, even if the employee is not immediately interviewed due to the absence of an Association Representative. The Association recognizes its responsibility to promptly provide representation so that any investigation is not unnecessarily delayed.
3. In the event an employee is given a verbal reprimand, or warning, it shall be put into writing and shall clearly indicate that it is a verbal reprimand, or warning. The employee shall be provided a copy of said verbal reprimand, or warning, and a copy shall be placed into the employee's personnel file.
4. In considering the level of discipline being imposed, the circumstances, nature of the offense and prior disciplinary record may be considered.

Article 8
Vacancies, Transfers and Promotions

- A. Vacancies occurring within the bargaining unit and within the total professional staff shall be filled on the basis of experience, competence based on evaluation and the qualifications of the applicants as determined by the Administration.

5. When the criteria of experience, competency and qualifications are deemed equal, the seniority of the applicants and the effect on the total instructional program shall also be considered by the Administration in filling a vacancy.
6. In the event of a mid-year vacancy, there will be no involuntary transfers.

Article 10
Evaluation Policy

- A. The primary purpose of evaluation is for the improvement of instruction.
- B. The principal, or assistant principal, is responsible for the evaluation of all personnel in their building. In meeting this responsibility, the principal, or assistant principal, has the obligation to identify, specifically, any observable inadequacies in individual performances. When such inadequacies are identified, the principal, or assistant principal, must offer guidance and help to the individual for the purpose of correcting such deficiencies.
- C. Pursuant to the Teachers' Tenure Act, probationary teachers shall be evaluated at least once annually. The annual year-end performance evaluation of a probationary teacher must be based on at least two (2) classroom observations, which must be held at least sixty (60) days apart, unless an interval less than sixty (60) days has been mutually agreed upon by the probationary teacher and administration. The observations may be announced or unannounced.

Pursuant to the Teachers' Tenure Act, tenured teachers are to be evaluated at least once every three (3) years (unless a shorter period is required by another statute) based upon at least two (2) classroom observations conducted during the interval covered by the evaluation. The observations may be announced or unannounced.

A teacher may request or an administrator may elect to conduct additional classroom visitations beyond those required by law.

1. The results of the evaluator's observations will be communicated in written form to the teacher within five (5) school days following a classroom visitation provided both the teacher and evaluator are present at work. If the evaluator observes any serious deficiencies in the teacher's performance, a conference will be held with the teacher within five (5) school days of the observation provided both the teacher and evaluator are present at work.
2. The report will not contain a numerical rating system. A teacher's performance will be evaluated as "satisfactory" or "unsatisfactory".
3. In addition, each evaluator may, on an optional basis, submit any additional written reports to the Superintendent throughout the year concerning a teacher's performance. In such cases, a copy of the report will be given to the teacher. The teacher, upon request, will be granted a conference to discuss the contents of such reports within (5) school days of receipt of a report provided the teacher, evaluator and Superintendent are present at work.
4. The final report to the Superintendent shall be a summation of all evaluations during the current school year and must be discussed fully with the teacher in an individual conference and shall bear both the signature of the evaluator and the signature of the teacher. The teacher shall be informed that a signature on the report does not necessarily mean that the teacher concurs with the evaluation but merely that he/she has seen the report and it has been discussed with him/her. The teacher shall also be given a personal copy of the report.

- D. Any teacher dissatisfied with his/her written evaluation by the evaluator may respond in writing relative to any objections or may initiate an appeal to the Superintendent within five (5) school days. Evaluations are not subject to the grievance procedure. A conference will be held to discuss the appeal within five (5) school days of receipt of the written appeal provided the teacher, evaluator and Superintendent are present at work. An employee may be represented by an Association Representative at an appeal meeting. The arbitrator has no jurisdiction under Article 14(F)(2) or (3) to rule for example on evaluation based terminations on probationary and tenured teachers.
- E. Where the teacher, evaluator or Superintendent are not present at work under C. or D. above, the timelines will be extended by a corresponding number of days.
- F. Nothing in this policy shall preclude any informal evaluation discussions between an evaluator and a teacher.
- G. If an evaluator concludes that a teacher should be dismissed because of unsatisfactory performance, this must be recommended to the Superintendent, accompanied by a rationale based on specific incidents described and verified by time and date in the teacher's evaluation. The teacher shall receive a copy of the evaluator's recommendation to the Superintendent within ten (10) working days of the evaluator's delivery of that recommendation to the Superintendent.
- H. If any other person has provided information to the evaluator in the preparation of the evaluation, that person shall be identified in the report.
- I. For an employee not covered by the Teachers' Tenure Act, the evaluation process shall be conducted using the process described above in Sections C. through H. A probationary employee shall be evaluated using the procedures described for a probationary teacher and a tenured employee shall be evaluated using the procedures described for a tenured teacher.
- J. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that employees alone cannot be held accountable for all aspects of the academic achievement of their pupils.

Article 11
Leave of Absence

- B. The Board may grant a leave of absence under the following conditions:
 - 1. An employee granted a leave of absence shall be entitled to return from such leave and shall be assigned to the same position or a substantially equivalent position, provided the employee is certified, qualified and has sufficient seniority per Article 12, Section A.
 - 2. The employee displaced by the returning employee shall be considered for any vacancies in accordance with the Teachers' Tenure Act and A. above. When a tenured employee is granted a leave of absence and if the vacancy is filled by hiring a non-tenured employee:
 - a. The non-tenured employee shall be issued a contract not to exceed one (1) year and the non-tenured employee contract shall terminate at the end of the year.
 - b. The non-tenured employee shall be paid at the rate commensurate with education and teaching experience.

Article 12
Layoff/Recall

6. If conditions warrant a layoff of personnel, the following procedure will be used.
 - a. In the event an employee must be laid off, layoff will be on the basis of seniority, certification, and qualifications. It is understood that the Association shall have the right to review the layoff list prior to notification of the individual to be laid off.
 - b. An employee in a position being reduced or eliminated shall have the right to be transferred to the full-time position held by the employee with the least seniority for which the more senior employee is certified and qualified. No part-time positions shall be created to retain a senior employee.
 - c. If the Board acts to lay off an employee, every effort will be made to notify the employee of that Board action within two (2) working days of the action.
7. A laid off employee shall be recalled to the first vacancy for which he/she is certified and qualified and in reverse order of layoff. Changes in certification and qualifications after the effective date of an employee's layoff are only taken into consideration in recall to vacant positions. A laid-off employee will be recalled to a vacant position for which he/she is certified and qualified before consideration for transfer to an open position will be given to any currently employed, qualified applicant. It is the laid off employee's responsibility to have on file with the District a current certificate (including any additions or revisions to the certificate) as well as a current statement of any qualifications upon which recall decisions may be based.
8. An employee's right to recall shall only extend for a period of three (3) years from the effective date of his/her layoff.
9. A laid off employee may continue his/her health, dental and life insurance benefits by paying monthly the normal per-subscriber group premium for such benefits to the Board, subject to conditions of existing policies provided such continuation does not affect the group rate.
10. During a period of impending layoffs in this District, the Board may grant requests for voluntary leaves of absence if the Board deems it economically sound to approve such requests and a satisfactory replacement can be employed.
11. Notification of recall shall be in writing with a copy to the Association President. The notification shall be sent by certified mail to the employee's last known address. It shall be the responsibility of each employee to notify the Board of any change in address.