

PROFESSIONAL AGREEMENT

between

Brighton Area Schools
Board of Education

and

Brighton Education Association

Effective

September 1, 2007 to August 31, 2010

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ARTICLE 1

Preamble

This Agreement is entered into by and between Brighton Education Association, hereinafter called the "Association" and the Brighton Area Schools, Livingston County, Michigan, hereinafter called the "Board." The signatories shall be the sole parties to this Agreement.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Brighton is their mutual aim and that the quality of service and morale of employees is a major component in the provision of quality education, and

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

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

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

ARTICLE 2

Recognition

- A. The Board recognizes the Association as the exclusive and sole bargaining representative for all regularly assigned K-12 certificated teacher personnel with probationary, permanent, continuing, life or vocational certificates, social workers, nurses and the career placement coordinator whether under contract, under letter of intent, or on leave, and excluding substitute teachers, community schools staff, the Superintendent, Assistant Superintendents, Principals, Assistant Principals and all other Board designated administrative personnel.

The Middle-School In-School Suspension position will be included in the bargaining unit when it is designated as an instructional position in terms of the expectations set forth for the position by the Board.

- B. The term "employee," when used hereafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit.
- C. The Board agrees not to negotiate with any employee organization other than the Association for the duration of this Agreement.

ARTICLE 3

Management Rights of the Board of Education

- A. The Board, on its own behalf and on behalf of the electors of the school district it represents,

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hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States, included, but without limiting the generality of the foregoing: The management and control of school properties, facilities, grades and courses of instruction (recognizing the individual methods used by employees), material used for instruction as reasonably requested by the faculty, and the progressive discipline and dismissal for cause, assignment, selection, direction, transfer, promotion and demotion of all personnel.

- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules and regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

The Association and its members recognize and shall adhere to all Board policies and all regulations fulfilling such policies which are not in violation of the terms and conditions of this Agreement, providing such policies and procedures are in writing and have been furnished to each building.

ARTICLE 4

Association and Teacher Rights

- A. The Board specifically recognizes the right of the Association to organize and operate under the Michigan Public Employment Relations Act and all other applicable laws and regulations. The rights granted to employees herein under shall be deemed to be in addition to those provided elsewhere.
- B. Except as they may interfere with the employee-pupil relationship, employees shall be entitled to full rights of citizenship, and no religious or lawful political activities of any employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such employees.
- C. Provisions of this Agreement and the wages, terms, hours, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in, or association with, the activities of any employee organization.
- D. The Association and its members shall be allowed, upon request, to use school building facilities for meeting during the hours that the buildings are covered by custodial staff. Administratively-approved Association personnel shall have the right to use school facilities and equipment, including typewriters, other duplication equipment, calculating machines, and all types of audio-visual equipment, at reasonable times such equipment is not otherwise in use. The Association shall supply at the Association's expense, all materials needed to conduct Association business.

The Association shall have the exclusive right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building.

The Association may use the district mail service and employee mailboxes for communication to employees.

- E. The Board agrees to make available to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register and minutes of all board meetings, census and

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membership data, names and addresses of all employees and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and their students, together with information which may be necessary for the Association to process any grievance or complaint.

- F. Before any budget projections are developed, meetings shall be held between the Superintendent, the board finance committee, and the BEA. Meetings shall minimally occur in April, June, September, and January. Input shall be sought from the BEA before a budget is formulated. This input shall relate to underlying budget assumptions and decisions concerning revenue and expenditures.

Before any budget or amendment is presented to the board, the Superintendent shall give the BEA President a copy of the proposal 15 business days prior to the scheduled meeting. The BEA may submit a review and/or written recommendation regarding the budget to be included in the board packet. This review and/or recommendation must be submitted no later than the Wednesday prior to the scheduled school board meeting. Any consideration of the budget by the board will be tabled until the above process is followed.

- G. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.

- H. 1. No employee shall be disciplined, reprimanded, (or reduced in compensation as a result thereof) without just cause. Any disciplinary action taken against an employee shall be appropriate to the behavior or offense which precipitates said action.

Beginning with employees hired for the 2002/2003 school year, non-renewal of a probationary teacher's contract in the first two years of active employment is not subject to the grievance procedure. All other terms and conditions of the contract are subject to the grievance procedure. This means that the process of evaluation is subject to the grievance procedure, but the decision not to renew the teaching contract is not subject to the grievance procedure.

The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension with pay, with discharge as a final and last resort. A verbal warning will be documented in writing. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

Any employee shall, upon request, be entitled to Association representation when being reprimanded, warned, or disciplined for any infraction of discipline or delinquency or inadequacy in professional performance. If the employee requests more than one (1) Association representative, the Administration may request the presence of an equal number of Administrators. There shall be no more than three (3) Association representatives at any one time, unless mutually agreed to by the other party.

- 2. a. If an employee notifies the Assistant Superintendent for Human Resources, the employee shall have disciplinary material removed from his/her personnel file provided no similar infraction has occurred according to the following guidelines:

- 1) **Verbal and written warnings:**
After one year from the date of the disciplinary action.

2) **Verbal and written reprimands:**

After four years from date of the disciplinary action.

3) **Suspensions with/without pay:**

After the amount of time determined by Assistant Superintendent for Human Resources and building principal at the time of issuance of the disciplinary action.

- b. In disciplinary action relating to human interaction violations, the length of time the disciplinary material will remain in the personnel file will be determined by the Assistant Superintendent for Human Resources and the building principal, regardless of the level of discipline. The length of time will be determined at the time the discipline is issued.
 - c. The amount of time disciplinary material (described in H.2.) remains in the personnel file is not subject to the grievance procedure as outlined in Article 11.
 - d. This provision shall also apply to disciplinary material in personnel files prior to this Agreement.
- I. No material originating after original employment will be placed in the personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the employee believes that material to be placed in the file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the materials will be corrected or expunged from the file. If the employee is asked to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Except for letter of recommendation and college or university placement documents, an Employee will have the right to review the contents of all records of the district pertaining to said employee, originating after original employment and to have a representative of the Association accompany him/her in such review.

All files containing materials pertaining to an employee shall be open to that employee for inspection with the building administrator.

- J. Any complaint made against an employee by any parent, student, or other person shall, in a reasonable period of time, be called to the attention of the employee.

Any complaint made against a student teacher, aide, or intern teacher by any parent, student, or other person shall, in a reasonable period of time, be called to the attention of the supervising teacher.

- K. In the event an employee is reprimanded for being insubordinate for failure to follow an administrative directive which is found to be contrary to this agreement, Board Policy, or law, all record(s) of said incident shall be expunged.

- L. Through the established employee organizations and committees, the Board will continue to consult with its employees on major educational and instructional matters and will give consideration to the employees' recommendations.

- M. The Board, recognizing the value of an effective Association-Board relationship, agrees to assign to the Association President no more than four (4) academic classes (or the equivalent in case of an elementary teacher) and allows that person one (1) hour of released time per day in which to fulfill their responsibility. Released time for the Association President shall be either at the beginning or the end of the school day. The Association President's preparation time shall be scheduled at either end of the work day. The Association President may use his/her preparation time, when necessary, to fulfill his/her Association responsibilities, provided that: (1) he/she notifies the building administrator of his/her intent; (2) the Association President meets his/her daily preparation responsibilities to the satisfaction of the building administrator.

In addition to the above referenced release time, the Association reserves the right to notify the Board of its intention to utilize an additional one or two hours of release time for the President on an ongoing basis throughout the ensuing fiscal year subject to the following conditions:

1. Notice will be provided in writing to the Assistant Superintendent for Human Resources by March 1 or by the staffing date.
2. The cost of the additional release time will be reimbursed by the Association through a payroll deduction plan. All employees in the bargaining unit will pay an equal share of the cost.
3. Payroll deductions under Section L are considered required as a condition of this collective bargaining agreement. The Board will accordingly payroll deduct the appropriate amounts pursuant to the authority set forth in M.C.L.A. 408.477.

In the event the President occupies a non-instructional position, an equivalent amount of time afforded to a classroom teacher occupying the position will be permitted.

- N. At the beginning of the school year, twenty (20) days will be credited to the Association to be used by the Association members for conducting Association business. Written requests from the Association Board of Directors for use of these days must be made to the Superintendent and written approval will be granted for such accepted absence. The Association shall reimburse the Board for the cost of the substitute for the second ten (10) days.
- O. Representatives of the Board and the Association will meet as needed for the purpose of reviewing the administration of the contract and to attempt to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- P. It is expressly understood that the participation by the Association at Board of Education meetings will be by any designated authorized representative who will have the authority to speak for and on behalf of the Association.

In the event that the Association through its designated representative desires to react to the items of discussion on the Board agenda, the Superintendent shall be notified prior to the meeting of the Board. When reasonable attempts to so notify have failed, the Association shall inform the presiding officer of the Board of its desire. The presiding officer may either entertain the comments in open session or cause the comments to be expressed in private session at a point in time prior to final action by the Board.

Further, all matters to be submitted by the Association to the Board of Education shall be filed with the Superintendent at least one week prior to the regularly scheduled board meeting unless waived by the Superintendent in order to allow the administration and the Board of Education to

give proper and due consideration to matters brought before the Board at a public meeting. The Board, in its sole discretion, reserves the right to limit discussion time and subject matter to be discussed at any given Board meeting.

ARTICLE 5

Negotiations Procedures

- A. Negotiations for a successor contract shall commence upon written notification by either party to the other between not more than 150 days nor less than 90 days prior to the expiration date of this contract.
- B. Professional negotiations shall be conducted by the Association Negotiating Committee and the Board Committee.
- C. Each Committee shall have the necessary power and authority to make proposals and counterproposal during the course of negotiations subject only to ultimate ratification of their respective units.
- D. The negotiated Agreement shall be approved or rejected by the membership of the Association and the Board within the timeline agreed upon by the Board and the Association. Reaching of an Agreement means that the final Agreement shall have been approved by the chairperson of the teams for submission to the Association and Board memberships for ratification votes. If rejected, the rejections must include a meeting date when counter proposals shall be made by the non-agreeing party and a specification of the items rejected and the reasons therefore.
- E. When an Agreement is reached between the parties, a contract shall be written and signed by the Board President and the Association President, Secretary, Treasurer and chairperson of the negotiating committee of each party. Necessary action will be taken by the Board and the Association to implement the specifics of the agreement.

There shall be four (4) signed copies of the agreement for purposes of record. Two (2) shall be retained by the Board and two (2) shall be retained by the Association.

- F. Any amendment to this contract shall be in writing and ratified by both parties prior to its effective date, it being expressly understood that this contract may not be amended or extended orally.
- G. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

Further, it is recognized that the parties may upon mutual consent modify provisions of this contract during its life if the above paragraph is waived by each in their sole discretion.

- H. The Board and the Association recognize the value of continuous improvement via site-based

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decision making.

Those individuals who are responsible for the implementation of a decision at the building level will be actively and legitimately involved through the school improvement committee(s).

The parties recognize that in this process decisions may be made that are incongruent with this Agreement. Therefore, prior to implementation, any program must be approved by the Association and the Board of Education or its designee.

The parties will work together to encourage creative, effective educational programs.

ARTICLE 6

Association Dues, Fees & Payroll Deductions

- A. All employees shall pay either membership dues or service fees as a condition of employment. Beginning not later than thirty (30) calendar days (for employees electing to pay dues) from the first day of employment. The amount of dues and fees and the schedule for deductions shall be determined by the Association in accordance with its procedures.

The payroll deduction of dues and service fees is required by the terms of this Agreement and as such, will be automatically payroll deducted pursuant to the authority set forth in MCLA 408.477.

- B. No dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for the membership dues or service fees, the Board agrees to disburse said sums at the end of the pay period in which they are deducted.
- D. The Association agrees to indemnify and save the Board, and including each individual school Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay, legal fees and all court or administrative agency costs that may arise out of or by reasons of action taken or not taken by the Board or its agents for the purpose of complying with the discharge procedures of this Article, provided the damages have not resulted from the gross negligence, misfeasance, or malfeasance of the Board or its agents.
- E. All refunds claimed for dues of the Association, MEA and NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of proper deduction and agrees to hold the Board harmless from any and all claims of excessive dues deductions.
- F. Payroll deductions will be afforded as follows:
1. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any such employee no later than the next payroll date after all required documents are submitted and verified, and make appropriate remittance for plans or programs jointly approved by the Association President and Assistant Superintendent of Finance, to a maximum of five (5) deductions per pay beyond the standard deductions, provided that once such deduction is authorized, it shall be subject to change only at the

beginning of each subsequent semester.

2. The Board agrees to provide a payroll deduction plan for its employees to participate in two credit unions. The Association recognizes that the Board shall have no financial responsibility in connection with this matter other than to follow the wishes of employees as indicated by duly signed deduction cards and the periodic transmission of such funds deducted to the credit union.
3. The Board agrees to provide a contribution plan for its employees to participate in a tax-sheltered annuity program, as agreed upon between the Board and the Association. The number of TSA carriers shall be capped at eight (8). If a carrier drops to five (5) or fewer enrollees, they shall be given thirty (30) days in which to enroll the minimum of ten (10) unit employees. Failure to enroll ten (10) employees will mean the carrier is dropped from the approved list and the remaining enrolled employees will have thirty (30) days in which to sign up with another carrier on the approved list. The amount to be deducted from an individual's pay can be established only four (4) times each year - September, December, January and April - and will remain in effect for the remainder of that portion of the year.

ARTICLE 7

Professional Compensation

- A. The basic salaries of teachers and others covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

Teachers shall have the option of receiving their salary in 21 or 26 equal increments and shall elect their option by July 1st for salary disbursements in the succeeding year.

The Board agrees to adhere to the salaries set forth in Schedules A, B, & C (except as provided in section D below) and any deviation shall be immediately adjusted upon being brought to the attention of the Board.

- B. A teacher shall be placed on the salary schedule step which gives credit for educational preparation and the number of full years of experience as allowed by this paragraph for placement on the salary schedule. All experience credited shall be added together, except as noted below.

1. Experience credit shall be awarded for K-12 teaching experience in either public or non-public schools governed by the provisions of a state teacher certification code. To be credited on the salary schedule for experience, the teacher shall have been a certified teacher during the time of his/her teaching employment. Experience credit shall not be awarded for practice (student) teaching, day-to-day substitute teaching, private nursery school (day care) teaching, intern teaching (other than in Brighton schools), or graduate assistant or fellowship teaching at colleges or universities whether or not the teacher was certified, or other similar experience.

New hire experienced teachers may be placed on the salary schedule step of the Board of Education's choosing; however, they shall not be placed on a step that exceeds their total experience.

A teacher hired as a less than full-time employee shall be notified that they have no rights to a full-time position.

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Teachers recalled from layoff who have gained additional teaching experience in accordance with the provision contained herein (B.1) shall receive salary increment steps provided they agree in writing to have their yearly salary reduced by the gross dollar amount they received in unemployment compensation while laid off.

District administrators who are placed in the classroom shall be placed on the salary schedule in accordance with the provision of the Teacher Tenure Act.

2. A teacher shall advance to the next step of the salary schedule on the anniversary of his/her employment date with the district, except a teacher whose anniversary falls during the months of September or October shall be advanced earlier to the next step on the first day of each school year. New teachers shall advance to the next step on the salary schedule according to the following:
 - a. Teachers hired before November 1 shall advance to the next step, and subsequent steps, on the first day of the next school year.
 - b. Teachers hired after October 31 and before April 1 shall advance to the next step at the beginning of the second semester of the following school year, and subsequent years.
 - c. Teachers hired after March 31 shall remain on the same pay step for the next school year only and shall advance to the next pay step and subsequent steps on the first day of the following year.
3. A teacher new to the Brighton Area Schools during the term of this Agreement who has accumulated a half year or more but less than a full year's experience in another school shall be placed on the salary schedule which represents a step prior to the one he/she will reach at the time he/she completes a full year of experience or an additional full year.
4. Shared and/or abbreviated teaching schedules (see Article 12-C) may at times be beneficial both to the Board and the individual teacher. Interest in a shared or abbreviated schedule position shall be submitted in writing annually on forms provided by the Board, with a copy to the Association, no later than March 1, for the following academic year. Should a shared or abbreviated teaching position become available, the teacher's pay, benefits and seniority shall be pro-rated in relation to the teacher's work day. Teachers placed on abbreviated schedules shall receive one full year experience step.
5. A teacher advancing from one salary track to another will be placed on the advanced salary track, beginning the first day of the semester next succeeding that in which proof of advancement has been verified and accepted by the Assistant Superintendent for Human Resources. The teacher must notify the Assistant Superintendent for Human Resources of his/her intent to complete the necessary requirements for advancement in writing by July 1 to qualify for the year, and during October to qualify for one-half (1/2) of the salary adjustment. For the purposes of this provision, ninety-three (93) contract days equals one semester.
6. **Criteria for MA+30**
 - a. No duplication of classes previously taken.

- b. Course must be:
 - 1) related to current or future teaching assignments
 - 2) minor or major program
 - 3) transcript from an accredited university
 - c. Does not have to be a graduate level course. (It is the intent to have teachers show some relevance to current teaching assignments or potential future teacher assignment.)
 - d. It is recommended that MA+30 program classes be discussed with the Assistant Superintendent for Human Resources.
 - e. Credits for MA+30 must be earned after the BA/BS and may include C.E.U.'s approved by the Assistant Superintendent for Human Resources.
- C. The salary schedule is based upon the regular school year calendar as set forth in Schedule A and the normal teaching assignment as defined in the Agreement. Any teacher who accepts an additional class for the school year over and above the normal teaching load shall receive a prorated increase (e.g.-1/5 for a five hour teaching day or 1/6 for a six hour teaching day) in his/her annual base teaching salary or fraction thereof. There shall be a prorating of additional salary for additional class assignments when such additional assignments are fulfilled on a regular basis for less than a full year.
- D. Teachers appointed to extra duty assignments set forth in Schedule B which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- In the event no qualified bargaining unit member applies for a Schedule B assignment and the board hires a non-bargaining unit applicant, the level of compensation may be equal to or less than the salary established in Schedule B.
- E. Schedule C positions are those teaching assignments that involve work responsibilities beyond contract time and are not optional. Additional compensation for such work shall be paid in accordance with Schedule C.
- F. Current and active job descriptions for Schedule B and Schedule C positions will be on file with both the Association and the Administration. These job descriptions will also be accessible on their respective websites.
- G. Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the current IRS approved mileage rate. The same allowance shall be given for use of personal cars for approved field trips or other approved business of the district. Appropriate requests for payment of mileage and other expenses turned in to the Board offices before the third Monday of the month will be subject to Board approval by the fourth Thursday of the month.
- H. Any employee resigning before the completion of the school year has the professional and legal obligation to reimburse the Board for all over-paid monies.
- I. In recognition of services to the school district, a terminal payment of 2/3 of one percent of the employee's current annual contracted salary shall be paid to the employee for each year of service in the district, provided the employee shall have been employed in the school district for

at least ten (10) years.

Beginning with the 2003-2004 school year, terminal pay shall be phased out and converted into longevity pay. New teachers hired for the 2004-2005 year and after will receive longevity pay rather than terminal pay.

Longevity pay (known as Longevity A) will be paid as follows:

1. .67% times the top step of the teacher's salary lane from the 16th year through the 20th year of service to the District.
2. 1.33% times the top step of the teacher's salary lane from the 21st year through the 25th year of service to the District.
3. 2% times the top step of the teacher's salary lane from the 26th year until termination of employment.
4. Longevity shall be paid into a 403b account in the first pay each November for qualifying employees.

Transition from terminal pay will occur as follows:

Longevity pay shall be subtracted from the terminal pay obligation to a teacher (Article 7, Section I) and any terminal pay balance shall be paid upon termination of employment.

- J. In 2008-2009 and 2009-2010, in addition to and separate from payments made pursuant to paragraph I. above, BEA members having the following years of experience employed with Brighton Area Schools shall also receive longevity payments in annual amounts as set forth below. Such payments shall be made into a TSA account.

The second longevity schedule (known as Longevity B) is as follows:

13-15 yrs. (12-15 yrs. For B.A. scale) = \$250
16-20 yrs. = \$750
21-25 yrs. = \$1250
26 yrs & up = \$1750

- K. Tuition reimbursement for required courses (to maintain certification) shall occur as follows:

2007-2008 = \$200 for each teacher on BA steps 1- 4

2008-2009 = (\$85,000 annual pool) Reimbursement: \$400 per year per member. At the end of the year, the remaining funds will be distributed equally between all members who received reimbursement that year.

2009-2010 = Same as 2008-2009

- L. A BEA member who retires or resigns will qualify for payment of unused leave days at the rate of \$20 for each unused day subject to the following conditions:

1. Only BEA members who have completed twelve (12) years or more for Brighton Area Schools shall be eligible for this payment.
2. A BEA member must give notice to the Board of his or her resignation by March 1 to

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be eligible for this payment.

3. Payment will be made in such a manner as to qualify in determining a BEA member's final average compensation for the Michigan Public School Employees Retirement System. If the payment does not qualify for retirement purposes, the \$20 rate will be increased by a factor equal to the district's retirement contribution as required by the office of retirement services.

- M. Employees who voluntarily accept to teach Saturday School shall be compensated at the rate of \$12.00 per hour.

ARTICLE 8

Fringe Benefits

- A. The Board agrees to furnish to all employees the following fringe benefits.

The Board shall provide, upon application, without cost to each full-time employee, MESSA's PAK protection for a full twelve-month period for the employee's entire family through the MESSA program. When appropriate, Medicare premiums shall be paid on behalf of eligible spouses or their dependents. Each employee shall select either Plan A or Plan B.

The Board shall make payment of insurance premiums for all full-time and part-time (see D. below) employees who complete their contractual obligations to assure insurance coverage for the full twelve (12) month period commencing October 1, and ending September 30. The open enrollment shall be jointly established by the Board, the Association and the insurance company; including opportunities for Summer pre-enrollment and Fall open enrollment.

In instances where the cost of coverage exceeds amount of part-time subsidy, the Board shall make provision for the excess to be payroll deductible.

- B. Eligible employees must select either plan A or B as follows:

PLAN A - for employees needing health insurance:

MESSA Choices II PPO

Prescription Copay	-	\$10 for generic / \$20 brand name (\$1,000 annual maximum out-of-pocket expense)
Deductible	-	none
Long Term Disability	-	66-2/3%; \$6,000 maximum per month (starts after 90 calendar days) - Modified fill; Freeze on Offsets; Alcoholism/drug addiction and mental/nervous same as any other illness
Delta Dental	-	80/80/50; \$2,500
Negotiated Life	-	\$50,000 AD&D
Vision	-	VSP-3 Gold

Annual BEA member contribution = \$450

BEA members hired in the 2007-2008 school year and before may elect MESSA Super Care 1 with preventative care rider and improvements (above) by paying the difference between Super Care 1 and Choices II.

PLAN B - for employees not needing health insurance:

Delta Dental	-	80/80/50; \$2,500
Vision	-	VSP-3 Gold
Negotiated Life	-	\$50,000 AD&D
Long Term Disability	-	66-2/3%; same as above

PLAN C – For employees terminating employment:

Employees who had been under Plan A medical benefits and who are resigning effective at the end of the school year, may drop Plan A effective July 1 and elect Plan C for July, August, and September. Under Plan C their severance pay shall be increased by one-half of the premium cost of Plan A coverage they dropped. It shall be paid as part of their severance pay. Applications shall be made by May 1 to Human Resources.

Employees electing Plan B may apply a premium toward any MESSA options, and/or an approved tax deferred annuity program or retain the premium amount in cash. The premium to be applied by the Board shall be the individual employee's single subscriber premium for MESSA Super Care 1. If a husband and wife are employed by the Brighton Area Schools, they will be eligible for both Plan A and Plan B.

- C. Effective July 1, 1997, the maximum monthly contribution for full-time employees is subject to the following limitations:

Plan B enrollees:

The Board's maximum monthly contribution shall not exceed two (2) percent over the rate (total of insurance Plan A single rate plus the cash option) in effect during the 1996-97 fiscal year. In the event the monthly premium contribution exceeds the two (2) percent, the cash contribution component will be reduced by the amount over two (2) percent. In no event will the cash contribution be reduced below \$150.00 per month. Cash Option explanation: Plan B PAK rate plus prior year's subsidy amount times 1.02 minus the current year's Plan B PAK rate. For 2008-2009 this is computed as follows: $\$282.18 + \$138.50 = \$420.68 \times 1.02 = \$429.09 - \$160.18 = \268.91 (monthly for full time) - part time is prorated.

- D. Employees working less than full time will be eligible for a prorated portion of the Board's contribution toward Plan A or Plan B.
- E. Any amounts in excess of the Board's contribution shall be payroll deducted as a condition of the Master Agreement.
- F. Payroll deductions shall be available for all additional MESSA programs and MEA Financial Services options.
- G. This program will remain in force until a new contract is ratified.
- H. MESSA medical insurance coverage shall remain unchanged for the duration of this contract.

ARTICLE 9

Evaluation

A. TEACHER EVALUATIONS

1. Evaluation of teachers and the Career Placement Coordinator shall be an ongoing and continuous process consisting of Year 1, Year 2, and Year 3. Years 2 and 3 processes will be utilized with nurses and social workers. It is recognized by the Board and the Association that, in addition to the classroom performance of the teacher, which includes knowledge of subject matter, appropriate and effective classroom control and discipline, and the ability to establish rapport and a positive working relationship with students, other factors contribute to the effectiveness of the teacher's total achievement in his/her assignment.

Test results may be discussed verbally with the teacher(s). No written reference to test results will be used in teacher evaluation. Any recognized deficiency in teacher performance will be brought to the attention of the teacher in a reasonable period of time and shall be substantiated. All monitoring and observation of the performance of an employee shall be conducted openly and with full knowledge of the teacher.

Classroom visitation by evaluators for the purpose of evaluating shall not unduly interfere with the normal teacher-learning process.

2. Evaluation of all employees shall consist of (a) evaluation to assist Employees in the successful performance of their duties and responsibilities and (b) evaluation for the purpose of determining employment status.
3. The primary responsibility for employee evaluation rests with the building principal. Before evaluation begins in any school year, building administrators will meet with the employees in their building to discuss the criteria for evaluation.
4. Evaluations for assistance to employees shall consist of oral communication and written communication in the form of letters and memorandums.
5. When an employee is experiencing difficulty, another employee may be asked to become part of the evaluating team. Both the employee evaluator and the employee evaluated must agree to this assignment. The employee evaluator's written evaluation is to be accepted on advisement only and the final recommendation for tenure, non-probationary status and/or re-employment will be made by the administrator.
6. The principal or teacher may request one pre-evaluation conference for one of his/her classroom evaluations so that the evaluator can be apprised of the teacher's objectives, methods and materials planned for the teaching-learning situation to be evaluated.
7. Each evaluation of an employee shall be followed by a personal conference between the employee and the evaluator for the purpose of clarifying the written evaluation report. The supervisor shall inform the employee, prior to the post-evaluation conference, if the evaluation includes an unsatisfactory area at which time the employee may request an Association Representative(s) accompany him/her to the post-evaluation conference per the guidelines stated in Article 4, Section H.1.
8. Failure of the Board to follow any provision of this Agreement with respect to the

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evaluation of employees shall result in restoring any employee, against whom action has been taken, to full status with appropriate compensation, provided such failure is found to have had probable effect upon the judgment of the Board. Should an employee be restored to full status, the record surrounding the event in question shall be destroyed.

9. Any evaluation which will become part of the written record determining an employee's employment status shall be reduced to writing. A copy of a classroom visitation evaluation shall be given to the teacher within ten (10) school days of the evaluation. If the employee disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure. On each evaluation, the evaluator shall make no further written comments after the employee's response is submitted.

B. PROBATIONARY STAFF

1. Probationary staff will be evaluated in accordance with the state Tenure Act. Time not actually worked does not count toward the probationary period. The process shall include but not be limited to an Individual Development Plan jointly prepared by the administrator and teacher, a final evaluation based on two (2) observations that are at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the administrator, and an assessment of the teacher's progress in meeting the goals of his or her Individualized Development Plan included in the final evaluation.
2. First and second year probationary employees will be evaluated a minimum of three times each year of probation. Third year probationary employees will be evaluated a minimum of two times during the third year of probation. Fourth year probationary employees will be evaluated a minimum of one time during the fourth year of probation based upon two observations. The last evaluation must be completed by April 1st. At the discretion of the principal and the Superintendent of Schools, more frequent employment status evaluations may be transmitted if, in their judgment, such additional evaluations are needed.

At least one of the three evaluations of probationary employees must be made by the principal. Other evaluations may be made by the assistant principal, or other administrators from within the school district assigned by the Superintendent or his/her designee.

3. The final written evaluation report including the recommendation as to whether the employee should be advanced to tenure or non-probationary status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administration to the employee no later than April 1. If the report contains any information not previously made known to and discussed with the probationary employee, the employee shall have an opportunity to submit additional information to the Superintendent.

In the event the employee is not being recommended for re-employment, the Superintendent or his/her designee will, in writing, advise the teacher of the reasons and provide for a hearing where requested. If permission is granted by the teacher, a copy of said reasons shall be forwarded to the Association. Except for first and second year probationary teachers, the non-renewal of a contract shall be grounds for a grievance.

C. TENURE STAFF

1. Written employment evaluations for tenure teachers shall be executed at least once each year.
2. In Year 1 each visitation for the purpose of evaluating classroom performance shall be made in person by the evaluator. Each classroom observation of a teacher shall not be for less than one-half hour or the duration of a particular teaching unit (within a class period) so that the teacher may be observed in a variety of situations.

In Year 2 the teacher and the evaluator will mutually agree to a goal that is designed to center on the teacher's individual growth.

In Year 3 the teacher and the evaluator will mutually agree to a goal that emphasizes the achievement of subject area, grade level, building, or district-wide goals.

In Year 2 and 3 the teacher and evaluator will mutually agree to a goal that is designed to center on the teacher's professional growth, by way of example, but not limited to, the growth area may be individual, subject area, grade level, building, or district-wide goals. The intent is to insure all evaluators are consistent with their expectations of Association members' goals. Based upon the level of difficulty or the breadth of the agreed upon area, the evaluation may take two years.

With the intent to increase involvement and communication in the district, voluntarily serving on a district or building level committee (Schedule B positions do not qualify) fulfills Phase 2 or 3 obligation in Article 9. A. beginning with the 2006-2007 school year.

3. In Years 1, 2, or 3, if an evaluator places an employee on a plan of improvement, the reasons, therefore, shall be set forth in specific terms, as shall an identification of the suggested ways in which the employee is to improve and of assistance to be given by the administrator and other staff members. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

D. EVALUATION PROCEDURE REVIEW

1. At the request of either party, a team of administrators and Association representatives shall during the term of this Agreement, meet to reach mutual agreement on changes in the evaluation procedures and forms.

ARTICLE 10

Leaves of Absence

- A. The Board and the Association recognize the value of regular attendance by the professional staff. Both parties agree that the best educational services take place when continuity is maintained with the regularly assigned employee. When an employee's absence is unavoidable, this contract provides as a benefit leave days, subject to the terms and conditions set forth below.
- B. Employees covered by the terms of this agreement will be afforded paid leaves of absence consistent with the provisions set forth below:

1. a. At the beginning of each school year each employee shall be credited twelve (12) leave days for an employee to be absent from duty with full pay for personal business, personal illness or illness in the immediate family. Immediate family shall be interpreted as spouse, children or other persons living in the employee's household or other persons when it is verified with a doctor's note that the employee must be the caregiver. Extenuating circumstances pertaining to other relatives may be approved, with or without pay, by the Superintendent. The employee may use all or any portion of his/her leave to recover from any disability, which shall include all disabilities caused or contributed to by pregnancy, miscarriage, abortion or childbirth. Employees who adopt children may apply for personal business days or infant care leaves of absence in accordance with the provisions thereof or other provisions contained in this Article. Employees who are adopting a child may be granted additional leave days in accordance with the requirements of the adoption agency.

Personal business days are only to be used for situations that are emergency in nature, or are such that they cannot be handled outside the regular school day. Leave days, including personal business days shall not be used for the purpose of extending a vacation or holiday or for social or recreational purposes. Personal business days will not be granted during the first five days of the school year nor during the last five days of each semester. No more than two consecutive days shall be awarded for personal business. The reasons for the personal business requests shall be identified to the building administrator. Though the principals may request the reason for personal business days, it is understood that the intent is not to pry into personal affairs. Therefore, a brief description will be acceptable. Examples are: legal, religious, purchase of property, medical, illness not covered in paragraph B.1.a. At least three days of advance written notice should be provided to the building principal for personal business days (except in cases of emergency). Exceptions may be made by the Assistant Superintendent for Human Resources.

Each employee shall be entitled to accumulate unused leave days up to 120, although no more than 120 consecutive days may be used for one illness. Any employee hiring in after the first two (2) weeks of school shall have the number of his/her annual days prorated to the percentage of contract days worked.

In the case of an employee's death, any unused sick leave shall be paid in a lump sum as designated by the employee. Such payment shall be computed by multiplying the number of unused sick days times the employee's daily rate of pay at the time of death.

Notification of illness shall be given as soon as practical but not less than one (1) hour prior to the normal report-in-time in order to be eligible for payment. The building principal may, at his/her discretion waive this requirement in a special and individual instance.

Employees shall be informed of a telephone number they may call to report unavailability. It shall be the responsibility of the administration to arrange for a substitute.

- b. Any employee who abuses leave day privileges shall be subject to progressive, corrective discipline by the Board. In the event that it appears an individual is misusing such privileges he/she shall be warned that he/she can expect to be

asked to validate the use of subsequent leave days for a reasonable length of time.

- c. Absence due to injury or illness incurred in the course of employment shall be prorated against the employee's sick-leave days, provided that the Board shall pay such employee the difference between his/her salary and benefits received under the Michigan Workers' Compensation Act for the duration of such absences, but not to exceed the number of accumulated sick days. The employee shall only be charged with such fractional share of his/her sick leave as is being paid by the Board.
2. A BEA member who has exhausted his/her personal leave accumulation shall get additional leave under the following conditions:
 - a. A BEA member must wait 3 days after their final leave day to receive any additional days.
 - b. No BEA member may receive more than 24 additional days per school year.
 - c. A BEA member may request additional days only once per school year (in writing) to the Human Resources Office.
 - d. A doctor's note is required prior to the request.
 - e. The BEA member cannot be eligible for LTD.
 - f. If a BEA member is incapacitated and not able to make the request, the BEA President may make the request for the member.
3. **Family Emergency** - maximum of five (5) days with full pay may be granted per school year for a death in the immediate family. Immediate family shall be interpreted as spouse, children, parents, parents-in-law, sister, brother, brother-in-law, sister-in-law, grandparents, or other persons. These emergency days shall not be deducted from leave.
 4. **Jury Duty** - The Board of Education shall pay the difference between jury pay and regular salary. On days when an employee is required to report for jury duty and is then excused, he/she must return to school immediately to be eligible for the above stated compensation.
 5. Each employee shall be entitled to be released from regular duties without loss of salary when required to appear in court as a witness in any case connected with the employee's employment or in cases where the school is involved. Notwithstanding the above, paid release time shall not be granted for court appearances which are not connected with the employee's employment or in which the school is not involved, or where the employee is one of the defendants except in school connected cases in which the employee is acquitted.
 6. **Sabbatical leave** - May be granted in accordance with Section 572 of the School Code of 1955, as amended, the same being MSA 15.3572, as hereinafter paraphrased or to other eligible employees as set forth herein. It is expressly understood that the Board shall not be liable for death or injury sustained by any employee while on Sabbatical as hereinafter set forth:

a. **Eligibility:**

- 1) On the recommendation of the Superintendent, the Board may at its option, permit members of the professional staff to take a sabbatical leave for the purpose of self-improvement and benefit to the school system through study and/or research.
- 2) Provided there are enough people who qualify for sabbatical leave and apply for such leave, the Board may grant two (2) such leaves per year.

b. **Requirements to be considered for sabbatical leave:**

- 1) The applicant must be fully certified and hold a permanent, continuing or life certificate or licensure.
- 2) The applicant must have a minimum of seven (7) consecutive years of full time professional duties in the Brighton Area Schools immediately prior to the request for such leave.

c. **Application and procedures:**

- 1) A plan, in writing, must be submitted to the Superintendent by April 1 of the school year preceding the school year for which the sabbatical is requested.
- 2) The plan shall then be reviewed by the evaluation committee and they shall make recommendations to the Superintendent. This evaluation committee shall consist of three (3) elected tenure teachers (1 elementary, 1 middle school, 1 high school) and three administrative representatives.
- 3) The Superintendent reviews the plan for possible recommendation to the Board.
- 4) Board action.
- 5) Notification of applicant, within sixty (60) days of submitting the plan, of approval or rejection.
- 6) If approved, the applicant must then sign a written agreement stipulating that he/she will return to the service of the school district after the expiration of the leave for three years. For less service after return to the district, repayment will be prorated.

d. **Benefits:**

- 1) Increments shall be counted during the leave.
- 2) Regular sick leave benefits shall apply.
- 3) Leave time will count toward retirement in accordance with the Michigan School Code.
- 4) Upon approval of a sabbatical leave, the Superintendent will establish the contracted salary the employee would have received had he/she been fully employed by the Brighton Area Schools (with all increments and steps). When the new employee or substitute has been hired to fill the position during the duration of the sabbatical, the difference in salaries

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that the Board will be obligated to pay during the duration of the sabbatical leave will be computed. If the amount the Board is paying for the replacement staff person is less than what the employee on sabbatical leave would have received, the employee on sabbatical will be paid the difference, but not exceed one-half (½) of the employee's salary had he/she not been on sabbatical. The Board will make all reasonable attempts to replace the employee on leave with a substitute teacher whose salary would be at such a level as to maximize the stipend for the sabbatical.

e. **During leave:**

- 1) Any changes in the approved leave plan must be reviewed and approved by the Superintendent.
- 2) An interim report shall be filed at the midpoint of the period the leave is taken.
- 3) A final report shall be filed with the Superintendent.
- 4) Upon breach of agreement, entire sum paid to employee on sabbatical leave becomes immediately due. All future payments shall cease.
- 5) The Superintendent may require additional reports necessary to be sure the employee is fulfilling agreement.

f. **Return from leave:**

- 1) Employees completing the planned program of the leave and not returning to the school district shall repay the entire amount received during sabbatical leave. The Board may waive this rule if the person becomes incapacitated.
- 2) Upon return from sabbatical leave, the employee shall be restored to a position in which he/she holds certification or licensure and which is of like seniority, status, and pay prior to leave, provided all regulations of sabbatical leave have been fulfilled.

7. The following provisions are in accordance with provisions found in MCLA 388.1701 (3) and (4) of the State School Aid Act and shall be in effect until such time as the statutes are amended or annulled. In the event the Statutes are amended or annulled during the life of this agreement, Article 11(A)(8) of the 1983-86 Agreement shall be in force.

- a. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as, but not limited to, inclement weather, fires, mechanical breakdowns, epidemics or other health conditions shall not count as student days of instruction nor teacher workdays. The student instruction time will be 1098 hours as mandated by the state. The number of student days and the number of BEA member report days shall be stated in the negotiated calendar (Appendix N).
- b. When scheduled student and/or employee work days are canceled, employees shall be compensated and shall not be required to report for work, however, employees shall work on re-scheduled make-up days with no additional compensation. Total annual salary is based upon the number of report days listed in the calendar (Appendix N).

- c. In the event that school is canceled before student starting time, employees absent will not be charged leave time. In the event school is canceled before mid-day, an absent employee will be docked one-half (½) sick day.
- d. In the event that make-up days exceed the number provided in the calendar, the Association President and Superintendent will negotiate the additional date(s). The date(s) shall be binding upon the employees without a formal ratification vote. In the event the President and Superintendent cannot reach agreement on the make-up dates the Board of Education shall establish such dates.
- e. In the event an employee receives unemployment compensation benefits (which as used herein also includes under employment benefits) during the school year (associated with his/her regular assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the employee for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons. This provision shall be subject to the following conditions: (a) The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had there not been any instructional days canceled for such reasons; and (b) The total of unemployment compensation plus salary earned through employment in the district shall not be less than the employee's salary from the same or similar period during the preceding school year.
- f. The provisions of this section, including the decision to cancel a day of instruction or work shall not be subject to the provisions of Article 11.

C. Employees covered by this Agreement will be afforded unpaid leaves of absence without pay, subject to the provisions set forth below:

- 1. An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, shall request, in writing, an unpaid leave of absence for the estimated duration of such illness or disability. The Board shall grant the employee a leave of absence without pay for the duration of illness or disability. The Board reserves the right to request a doctor's verification and/or an examination by a physician of the Board's choice for any disability or illness. The Board will pay for any examination requested by it.

The Board agrees to continue to provide health insurance through September 30th of the following school year for an employee on this type of leave and shall, with the insurance company's approval, transmit further premium payment from the Employee to the insurance carrier. Except with the approval of the Board, an employee shall not be eligible for health insurance coverage during a health leave of absence for more than the first of two consecutive school years.

- 2. **Maternity Leave** - A leave of absence without pay shall be granted in writing to an employee for the purpose of infant care. Such a leave shall commence at any time prior to the birth of the infant upon written request of the employee and shall expire upon written request of the employee, providing that no infant care leave shall be more than

119 employee workdays. An employee may return only on the first day of a marking period. Requests for extension of infant care leaves beyond the foregoing limits must be approved by the Board of Education. A leave of absence without pay shall be granted for one semester or one year, renewable only one time, to any employee who gives detailed information indicating his/her child's need for special care

All employees returning from child or infant care leaves of less than one year and who are returning to work on the first day of the following school year will be guaranteed a position upon return, subject to the provisions of Article 17.

3. Employees adopting an infant shall be granted, upon written request, a leave of absence. Such a leave shall commence prior to or with the arrival of the child upon written request of the employee and shall expire upon written request of the employee providing that no infant care leave shall be more than four (4) full semesters. It is expressly understood that an employee requesting such a leave relinquishes claim to the use of leave days for purpose of adoption as outlined in B.1.a. of this article. If such leave days have been used prior to application for leave for infant care, granting of such a leave will be subject to Board approval.
 4. **Exchange Teachers** - A leave of absence of up to one year may be granted, upon Board approval, to any tenure teacher upon application, and acceptance thereof, for the purpose of participating in exchange programs in other states, territories, or countries, provided said teacher states intention to return to the school system for at least one year. Upon returning from such exchange program the teacher will be placed at the position on the salary schedule that would have pertained had the teacher taught in the district during such period.
 5. **Educational Leave** - An employee shall be granted an educational leave, without pay, for a period not to exceed one year. The employee must earn a minimum of 20 semester hours credit, or the equivalent, at an accredited college or university during the regular academic term and show satisfactory proof of credits earned on a prior approved program. Employees on educational leave must notify the school district of their intention to return to work prior to March 1 of the school year immediately following the leave, or a period of at least two months of intention to return in the event the educational leave is less than a full year. Employees on educational leave will be granted increments upon completion of the approved program.
 6. **General Leaves** - Any employee who has worked in the Brighton Area Schools for at least four (4) consecutive years may be granted, upon request, a one-semester or one-year leave of absence. The leave will be without compensation and shall terminate at the close of the semester or school year.
 7. **Military Leave** - Military leaves of absence shall be granted to any employee who shall be inducted or shall enlist in lieu of induction for duty in any branch of the armed forces of the United States.

Employees on military leave shall, upon return to this system, be given full credit for any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.
- D. It is the responsibility of the employee returning from leave to inform the Board of Education in writing no later than March 1 of the coming school year of his/her intent to return.

- E. Tenure/non-probationary status - Although other compensations are allowed through leaves of absence, tenure/non-probationary status shall not be granted.

ARTICLE 11

Grievance Procedure

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement.
- B. The Association shall notify the administration of the name of its building representatives on or before the 15th day of September of each year of the Agreement. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent of Schools or his/her designated representative to act at Level Two as hereafter described.
- C. The term "days" as used herein shall mean days in which school is in session for students, unless otherwise indicated.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsections of this contract alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested.

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

Written grievances as required herein shall be submitted on the form developed by the Association and available through the Association's building representatives. Grievance forms must be signed by the grievant and a representative of the Association.

- E. In applying the procedure hereinafter set forth, if the grievance arises from an action of authority higher than that represented by Level One, the grievant may initiate such grievance at Level Two of the procedure.
- F. An employee, or the Association, believing themselves wronged by an alleged violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence, or at the discovery thereof, orally discuss the matter with the building principal in an attempt to resolve same.

If no resolution is obtained within three days of the discussion, the employee shall reduce the matter to writing and proceed within five days of said discussion to Level One of the grievance procedure.

- G. **Level One** - A copy of the written grievance shall be filed with the building principal with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the written grievance, the Principal, in writing to the Association, shall respond as to

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his/her disposition of the grievance.

Should the disposition of the grievance by the principal not be satisfactory to the grievant and to the Association, it may, within five (5) days after the principal's written response, or termination of the principal's time limit for a response, be appealed to Level Two.

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

If no decision is rendered within ten (10) days of the discussion, or if the decision is unsatisfactory to the grievant and the Association, the Association may appeal same to the Board of Education by filing the written grievance along with the decision of the Superintendent or his/her designee with the President of the Board of Education not less than five (5) days prior to the next regularly scheduled Board of Education meeting.

Level Three - Upon proper application as specified in Level Two, the Board of Education shall allow the employee and/or his/her Association representative an opportunity to be heard at the meeting for which the grievance hearing was scheduled. Within one month from the hearing of the grievance, the Board of Education shall render its decision in writing. The Board of Education may hold future hearings provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board of Education more than one month after the initial hearing.

A copy of the written decision of the Board of Education shall be forwarded to the Superintendent or his/her designee for permanent filing, the building principal for the building in which the grievance arose, the grievant and the Association grievance chairperson.

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

1. If the Association is not satisfied with the disposition of the grievance by the Board at Level Three, it may, within ten (10) days notify the Board in writing of its intent to arbitrate the grievance. If the parties cannot agree within five (5) days of said notice upon the selection of an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or of the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:

- a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish salary scales or to change any salary scales.
 - c. He/she shall have no power to change any practice, policy or rule of the board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - d. He/she shall have no power to decide any question, which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - e. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 - f. Provided that the arbitrator finds that all procedures as set forth in the Evaluation article are followed, he/she shall not be empowered to substitute his/her judgment for the judgment of the Board in matters relating to the termination of services, failure to re-employ any employee, or evaluation. If he/she finds that omissions or violations of procedures have occurred, his/her award shall be in accordance with Article 9, Section A, (8) of this Agreement.
 - g. He/she shall not have the power to interpret state or federal law.
- 5. After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
 - 6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall make his/her ruling thereon prior to hearing testimony concerning the merits of the grievance.
 - 7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - 8. The cost of the arbitrator shall be borne by the losing party and each party shall assume its own cost for representation, including any expense of witnesses. In the event there is not a clear cut losing party in an arbitrator's decision, the arbitrator will determine the percentage paid by each party.
- H. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as is possible.
 - I. If an individual employee has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

- J. Grievance forms are available to employees on the BEA website (www.iammea.org/bea), in the BEA Office, or from their building Association Representatives.
- K. The Board may, at its option, follow the above procedure in attempting to resolve problem situations with an employee and/or the Association. At Level One, filing will occur with the Association representative; at Level Two with Association grievance chairperson; at Level Three with the Association Board of Directors.
- L. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations.
- M. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- N. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his/her contract, he/she shall be reinstated with full reimbursement of all compensation lost.
- O. An arbitration award or grievance settlement will not be made retroactive beyond July 1 of the fiscal year in which the grievance arose.
- P. Should an employee fail to institute a grievance within the time limit specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) all further proceedings on a previously instituted grievance shall be barred.

ARTICLE 12

Employment Conditions

The primary duty and responsibility of the employee is to facilitate the learning process. The goal of both the Association and the Board is to provide high quality education to the students of this community.

A. Teaching Assignments

1. The employment of new teachers by individual contracts based on special certificate will take place only in cases where fully qualified teachers are unavailable. Upon request, the Association will be informed as to special certified personnel.
2. Teachers will not be assigned to areas outside the scope of their teaching certificates or their major or minor fields of study, without good cause. All such assignments will be discussed with the involved teachers and will be voluntary to the extent possible. The Superintendent reserves the right to assign all personnel and to supervise their work.
3. Teachers shall be notified of their position and tentative teaching assignment for the forthcoming year by the last day of school of the preceding year. Teachers will be encouraged to give input into the development of the schedule. Emergency changes in assignments after that date will be made with the knowledge and input of the involved teacher(s) prior to the time they are made.

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4. The job description for any position within the bargaining unit will not be altered during the performance of the job except by mutual consent of the involved personnel.
5. To the extent possible, it is desirable to adequately inform teachers as to the academic courses offered by the school system in which regular K-12 pupils avail themselves. Upon their request, teachers will be considered for these positions.
6. A teacher's preparation or planning period will not be assigned for other purposes, nor used for other purposes by teachers, except for meetings specified in Section D(2) of this Article. If additional duties are assigned during the remaining portion of the day they shall in all cases be assigned on a rotating and equitable basis for all building staff members.

B. Extra Duty Assignments

1. All compensated Schedule B positions shall be listed in the contract. BEA members assigned to extra duties (Schedule B) shall continue in these assignments so long as they: a) receive satisfactory evaluations for the current year in those assignments, and b) desire to remain in the position. However, these positions will be posted once every four years (25% of them each year) to allow other employees to apply and be considered for these positions. When an extra duty assignment is internally posted, any BEA member may apply in writing and be given due consideration for an extra duty assignment. Extra duty assignments will be posted for two calendar weeks. Only if BEA members applying do not meet the negotiated job descriptions as posted, then the Board may post the positions externally to be filled by applicants other than BEA members. If a vacancy occurs in a Schedule B position 4 weeks or less before the activity is scheduled to begin, the Board may post the position internally and externally simultaneously. In such event, BEA member applicants will be considered before all other applicants. The Board may employ an applicant other than a BEA member only if no BEA member applicants meet the negotiated job description as posted. The salaries shall be as listed in Schedule B. The district shall be the guarantor of the payment for these positions regardless of how the funds are raised.
2. When extra duty assignment vacancies exist after posting periods of two weeks, with no qualified BEA member applicant, such positions may be filled by the Board by assigning them to applicants other than regularly employed BEA member. The salaries of these individuals will be stated in Schedule B.
3. BEA members will be assigned to extra duty positions by the criteria presented in B(1) above. The number of extra duty assignments given to any one person will be mutually reviewed by the involved BEA member and the involved supervisory personnel with consideration given to the assignment of the BEA member. No applicant will receive more than two Schedule B positions. After the normal posting period, in the event there are no qualified and/or competent applicants in the judgment of the immediate supervisor(s), this restriction will be waived.

C. Employees assigned to shared or abbreviated positions agree to the following conditions:

1. They will attend staff meetings, curriculum coordination meetings, parent conferences, in-service days, and all other activities that full-time employees attend in their entirety.
2. They waive their right to full-time employment if their return to full-time status would force the layoff of another teacher employee. An employee requesting an abbreviated or

shared time teaching position shall submit their request for a partial leave of absence in writing to the Assistant Superintendent for Human Resources no later than March 1 of the year preceding the school year in which they desire a reduced teaching schedule. Employees who do not reapply by March 1 will be assigned to full time positions during the staffing process.

3. Granting of such requests is solely at the Board's discretion, and such requests may be denied. Such assignments may need to be increased or eliminated. If such assignments are eliminated by the Board, the affected employees are entitled to such employment status as their seniority, certification, and qualifications entitles them. An employee is entitled to hear the reasons why such assignment is changed or denied.
4. It is the responsibility of the employee desiring a shared position to secure a teaching partner from the district's present staff. The partners must mutually agree to the percentage of their time-sharing day/week.
5. They shall inform the principal of their emergency substitute employee plan in case of absence. Options in priority order are as follows:
 - a. Partner teaches entire day on a trade basis with no additional compensation and no leave time deducted.
 - b. If a trade basis cannot be arranged, partner employee substitutes at the current sub rate, and the absent employee is assessed leave time.
 - c. A substitute employee can be employed by the regular procedure.
 - d. Employee(s) who is/are on prep could sub and be compensated at \$45.00 per hour if the subbing is at the request of the building administrator.

D. Teaching Schedules

1. Each round of bargaining the Administration and Association shall review and negotiate the school calendar before it is officially adopted by the Board. Such calendar, as adopted, is set forth in Appendix O. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. When the tentative calendar is agreed upon, it may be adopted at the next Board meeting.
2. Teachers are required to attend meetings in accordance with the following guidelines:
 - a. High school staff meetings may be held every other Monday. Meetings of other types (such as department or curriculum meetings) may be held on the alternate Mondays.
 - b. Middle school staff meetings may be held two Mondays of each month. If two meetings are held in a month, one meeting will be no longer than thirty (30) minutes beyond contract time; the other meeting will be no longer than fifteen (15) minutes beyond contract time. Middle school teachers shall receive fifteen (15) minutes of compensatory time for the 15-minute meeting. The compensatory time may be taken by mutual agreement of the teacher and principal when students are not present and there are no parent commitments (i.e. conferences).
 - c. One curriculum meeting may be held each month. The curriculum meeting will end no later than 3:30 p.m.

- d. Elementary staff meetings may be held every other Tuesday. District-wide elementary meetings may be held on the alternate Tuesdays.
- e. Meeting agendas will be created and given to the teaching staff at least 24 hours prior to the meeting. The Board agrees that the time of the staff is valuable and that good reason for staff meetings must be present.
- f. Part-time teachers scheduled 0.4 or less are encouraged but not required to attend staff meetings.

3. The Board will make assignments in accordance with the following:

- a. The teachers' seven and one-half (7.5) consecutive hour work day shall be constructed as follows:
 - 1) Secondary teachers shall be required to supervise students entering prior to the student day and leaving at the termination of the student day for no more than fifteen (15) minutes in total.
 - 2) All teachers shall have a planning and conference period. It is agreed that this amount of time is to be used professionally by the teaching staff for the purpose directly related to their classroom teaching assignments.
 - a) All secondary teachers shall have a planning and conference period of no less than sixty (60) minutes per day.
 - b) All elementary teachers shall have a planning and conference time of no less than ninety (90) minutes per day. All full time elementary teachers will receive 200 minutes per full instructional week of release time during the course of the student instructional day.
 - c) Miller teachers will receive 300-320 minutes, which includes the 200 minutes of release time during the course of the student instructional day and the 15 minutes referred to in #4 below.
 - 3) All teachers and counselors shall be entitled to a duty-free lunch period of no less than thirty (30) consecutive minutes during the student day.
 - 4) All secondary teachers shall be assigned five hours and thirty minutes (5 ½ hrs.) supervision and instruction contact time per day, plus the supervision time mentioned in D(3)(a)(1). All teachers at the elementary level shall be assigned five (5) hours and twenty seven (27) minutes instruction contact time per day. All teachers at the elementary level, excluding Miller, shall have at least forty (40) minutes of uninterrupted/continuous preparation time provided during the instructional day, not including the fifteen (15) minutes at lunch, D.3.a.6)d.(1).
 - 5) It is understood that teachers agree to utilize the conference days scheduled within the calendar for the purpose of conferring with parents.

The teacher is free to establish the conference schedule. It is understood that elementary teachers will make an effort to meet with all parents either at parent conference time or during the school year. Secondary teachers will make an effort to meet with the parents who desire or need a conference.

- 6) a. High school teachers shall report to work at 7:20 a.m. daily, and will be dismissed at 2:50 p.m. (except on Mondays, 7:25 a.m. -- 3:10 p.m. and on Fridays 7:20 a.m. -- 2:35 p.m.) High school class periods shall average 58 minutes each. The student instructional day begins at 7:30 a.m. and ends at 2:31 p.m.
- b. Middle school teachers shall report to work: Mondays from 7:35 a.m. - 3:05 p.m., (except on staff/curriculum meeting Mondays; 7:35 a.m.-3:35 p.m.); Tuesday, Wednesday, Thursday 7:25 a.m.-2:55 p.m.; and Fridays 7:40 a.m.-2:55 p.m. The middle school student day begins at 7:55 a.m. and ends at 2:48 p.m.
- c. Any teacher who needs to complete professional responsibilities may request release time by submitting a Release Time Request Form (Appendix M) to the building principal at least one week prior to the requested time.
- d. (1) Elementary teachers shall report to work at 8:20 a.m. and will finish their workday at 3:50 p.m. on Mondays, Wednesdays, and Thursdays. On Tuesdays elementary teachers shall work from 8:10 a.m. -- 3:50 p.m. and on Fridays they will work from 8:30 a.m. -- 3:50 p.m. Fifteen (15) minutes prep time (5 minutes for kindergarten) shall be contiguous with these teachers' lunch period. The student day for grades 1-5 begins at 8:48 a.m. and ends at 3:50 p.m. The kindergarten sessions will be from 8:55 a.m. to 11:58 a.m. and 12:33 p.m. to 3:36 p.m.

Full-time kindergarten teachers will receive one (1) release day per year as an offset to the above referenced adjustments scheduled with the principal (half-time kindergarten teachers will receive a half-day).
- (2) Student day may vary five (5) minutes due to bus scheduling.
- (3) Due to the loss of up to five (5) minutes of planning and conference time at the beginning of the day, elementary classroom teachers shall be provided the equivalent of two (2) days of release time, per year, for planning during the regular school year. Such time will be scheduled by mutual agreement between the classroom teacher and the building administrator.
- e. (1) Amendments to the starting and ending times of the teacher day shall be communicated to staff prior to August 1st.

Changes in the beginning and ending times will be limited to thirty (30) minutes unless otherwise agreed to in advance with the Association.

- (2) Except as set forth in this subsection, no more than one (1) adjustment shall be made in the starting and ending time during each school year. If, as a result of unforeseen circumstances, the schedule must be changed more than once or adjusted after August 1, an advisory group consisting of administrative and Association personnel representing the effected buildings shall discuss the recommended change and come to consensus.
- b. To the extent possible, teachers will be utilized within the program of one building. In those cases where teachers must be assigned to more than one building, it will be the responsibility of the administration to effectively utilize the teacher's time in compliance with other stated conditions of the contract. Teachers whose assigned duties are in more than one (1) building shall receive actual travel time plus five (5) minutes.
 - c. No secondary teacher will be assigned more than five (5) class offerings unless the circumstances causing the 6th period assignment are unforeseen and there are no other options available. If a 6th period assignment is necessary, the following procedure shall be followed:
 - 1) It is determined there is no qualified teacher with less than a 1.0 FTE assignment, who is willing to fill the position.
 - 2) Post the position.
 - 3) Have a meeting with Human Resources, the building Principal, an AR and the BEA President to:
 - a. verify that the above process has been followed
 - b. review the posting and all applicants. If it is unanimously agreed that none of the applicants are qualified, then
 - c. agree on which staff members are available and in what order they will be offered the position.
 - 4) Offer the position to a staff member based on a rotating seniority basis if possible, as agreed to in the above meeting.
 - 5) In the event the assignment is approved, then the teacher will be additionally compensated at 1/5 their daily rate. Teachers accepting any added class period will be required to spend the equivalent of the extra time within the building. If the placement is made in violation of this process, the association will be paid \$1500.
 - d. No secondary teacher will be assigned more than three (3) preparations in one (1) quarter without his or her consent. The Association President shall be allowed an opportunity to resolve the issue in a manner not necessitating a fourth preparation. If the President has a resolution that avoids a 4th prep and does not reduce a staff member's FTE, the Administration will accept that resolution. If the Administration does not follow the process, or accept the resolution, the Association will be paid \$1500 per quarter per course.

- e. When art, music, and physical education are provided by the Board of Education for the elementary program, those classes shall be taught by specialists. These classes will be provided to the greatest extent possible equally to all students. Elementary teachers shall use for preparation the time during which their classes are receiving instruction from teaching specialists. If the teaching specialist is absent, and a substitute teacher is not procured by the Board, the teacher(s) shall receive \$45.00 per class period when the foregoing situation occurs.
- f. The media centers shall be open to all on regularly scheduled attendance days and a media specialist will be present to service the need of the schools. When necessary, substitutes will be provided when no media specialist is present.
- g. During the working day, Media Specialists shall be released from building duties to attend one (1) media specialist meeting per month.
- h. Compensatory time defined for this contract refers to a unit of time during a planning period being exchanged with a building administrator's knowledge for another equal unit of time outside the normal teacher day. This time shall always be taken during planning time, not student supervision time.

Compensatory time shall not be used as a permanent method of rearranging the teacher's working day and may not be taken on days when regularly scheduled building meetings are being held. The make-up shall coincide with the beginning or end of the working day.

- i. Fifth grade teachers will attend fifth grade camp including overnight stay. Compensation for the hours beyond the regular school day will be in accordance with the stipends listed in Schedule C. If a teacher is unable to attend camp, replacement arrangements must be made with the building administrator. Principals will be responsible for camp fundraising activities, with the assistance of the teachers.
 - j. The Board and Association agree to joint sponsorship of open houses and curriculum nights. Notice of sponsorship shall be disseminated to the teachers through a letter jointly authorized by the appropriate building principal and Association President which will encourage participation by teachers.
- 4. The use of regular teachers as substitute teachers shall be avoided whenever possible. In the event regular teachers covered by this Agreement are used as substitute teachers at the request of an administrator on an emergency and voluntary basis, said teachers shall be compensated at the rate of \$45.00 for each hour of teaching provided when requested, to be paid at the next pay cycle.
 - 5. If, at the request or requirement of Board representatives, a teacher shall be engaged in Association matters or in professional grievance procedures during his/her regularly scheduled working hours, he/she shall be released from his/her regular duties without loss of salary or other benefits.

E. Teaching Loads

- 1. The District will attempt to maintain balanced class sizes within buildings at all levels.
 - a. In order for a class to be included in the final master schedule, 60% of the contract class

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size maximum is required.

- b. At the secondary (middle and high school) level, a meeting will be held with the school Principal, Association President and Assistant Superintendent for Human Resources prior to the start of the school year to review the master schedule.
- c. At the secondary level imbalances of greater than two (2) students in the same hour of the same course, can occur if the student: 1) hasn't met the prerequisite, 2) moved away, 3) has a required class and the student previously failed the class with this teacher, 4) drops the class for the entire year. Imbalances for other reasons may be considered in a meeting with the Association President (or designee), the HR Assistant Superintendent, the counselor, the affected teachers, and the Principal. If a consensus cannot be reached at the meeting, a vote will be taken to decide the matter. If the imbalance is created without following this procedure, the consequence, paid to the teacher is \$300 per student per semester or \$600 per student for both semesters.

2. Effective on the fourth Wednesday after the beginning of the school year ("Fourth Wednesday"), classroom maximum* shall be:

Jr. Kindergarten:	20 students
Kindergarten:	24 students
Grades 1 - 3:	28 students
Grades 4 - 5:	31 students

* These maximums will apply to elementary specials class size.

3. a. Except as set forth in the next sentence and in E.4, grades 6-12 shall not exceed 33 students. The following high school and middle school class sizes shall not exceed the following maximums:

High School Child Care	25
Middle School Child Care	28
Office Lab, Chemistry	30
Physics (6 station)	28
Auto	29
Physics, Graphics, Electronics, Building Trades, (7 stations)	30
Keyboarding	38
Physical Education	45
Adaptive P.E.	25
Language Arts classes requiring extensive writing by students	28
Metal Arts	24
Instrumental Music (Effective 1999/2000) collectively	225:1
Computer Lab: 2 students per station limit up to a maximum of 33 students per class.	
Food Classes: 30 student maximum in middle school; 24 student maximum in high school.	
Video Production	25
Study Skills	15
Skill Enhancement (Content Specific)	15

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CAD classes	25
Vocal Music (effective 2008-2009) collectively	175:1

- b. At the secondary (middle and high school) level, a meeting will be held with the school Principal, Association President and Assistant Superintendent for Human Resources prior to the start of the school year to review the master schedule. During the year, before an imbalance becomes greater than two (2) students (for a reason other than those cited in E.1.c. above), a meeting with the above referenced parties will occur prior to the student placement.
4. Sixth, seventh and eighth grade teachers shall be assigned to no more than 165 students per day.
5. Elementary special education students shall be counted on the regular classroom teacher's list no matter what portion of the academic day they are main-streamed. Students who were main-streamed the previous year shall be counted from the opening day of school. Post 4th Wednesday slots should be held open for students not previously main-streamed or new to the special education program. Secondary special education students shall continue to be counted on the regular classroom teacher's list no matter what portion of the academic day they are main-streamed.
6. Traditionally large classes such as chorus shall have reasonable class limits. During the first month of each school year the Assistant Superintendent for Human Resources and the Association President will review the limits for these classes.
7. The Board agrees to continue to authorize up to \$10,000 for the employment of tutors to assist with middle school instrumental music program.
8. Low level secondary classes shall not exceed 25 students. The low level classes shall be: Reading Skills Improvement, Reading 9, Reading 10, Spark Biology, Algebra Readiness 1 & 2, Math Support, Consumer Math, Health (team), Year Long Consumer Economics, and Science Exploration. These students will be placed using the criteria established by the curriculum coordinator, counselor, and Executive Director for Curriculum. If a class is being considered for low level designation, a meeting will be held with the appropriate curriculum coordinator, a building administrator, the Executive Director for Curriculum and the Association President (or designee) to discuss the class. No teacher shall be assigned to a low level class assignment two (2) years in a row unless the assignment has been rotated among the certified and qualified staff who teach the subject, or unless requested by a teacher.
9. The Association will not require the Board to transport elementary children away from their neighborhood school area to achieve class sizes in all elementary schools for the reason that such transportation may result in a violation of the State of Michigan's minimum pupil attendance requirements.
10. It is acknowledged that the primary duty and responsibility of the teacher is to teach and to supervise the educational and social welfare of the pupils and that the organization of school teachers and the school day shall be directed at ensuring that the energy of the teacher is to be utilized to this end.
11. Teachers will not be assigned to cafeteria or lunchtime playground duty, except in cases of an emergency.

12. Whenever the arrival of a student within 10 days of the start of the school year or within 5 days of the start of a second semester course (i.e. hour) may result in exceeding a classroom maximum, the Administration shall create a new section to relieve the overload.

When the arrival of a student after the 10/5 days occurs, the Administration will confer with the BEA President (or his/her designee) AND all affected staff about the situation.

When it is agreed that an overload will occur, the assignment shall be as follows:

- a. A volunteer will be sought to accept the student beyond the maximum. If there is more than one (1) volunteer, the teacher with the highest seniority will be chosen. The process of asking for volunteers should repeat up to the cap of 2 students over the class size maximum, as long as there are no other volunteers. If there are other volunteers, student will be assigned to the next most senior volunteer until all volunteers have 1 student, then the most senior volunteer can get a 2nd student. This applies to both secondary and elementary.
- b. If there are no volunteers, the least senior teacher will be chosen initially and thereafter. A teacher shall not be assigned a second student in excess of maximum until every teacher at that grade level in the building (or teaching the same course the same hour) has been assigned an additional student.
- c. Teachers accepting additional students in accordance with these provisions will be provided a stipend for each student over the classroom maximum according to the following schedule.

Elementary = \$3000
Each specials teacher = \$200

Secondary = \$1500 (per class period for a year long class – 2 semesters)
Secondary = \$750 (per class period for a 1 semester class)
(2 period block classes will pay double)

There will be no prorating of the above amounts regardless of the arrival date of the student causing the overload. The full amount shall be paid to the teacher according to the schedule above regardless of how many days are left in the semester/year when the student arrives causing the overload.

In order for the stipend to be paid, the student(s) must physically be in the teacher's classroom not just on the class roster. (e.g. if a special ed. student is on a teacher's roster but does not attend the class, the stipend will not be paid, but if the student begins attending the class causing an overload then the stipend shall be paid).

Even with this payment and regardless of whether the overloads are placed into classroom of volunteers or non-volunteers, the overload will never exceed two students per classroom.

13. The Board agrees that split classes are eliminated in grades K-12.
- a. The exceptions in grades 1-5 are limited to: gifted and talented and special education.
 - b. The exceptions in grades 6-12 for teaching more than one course in the same period

will occur only if all of the following conditions are met:

1. A meeting has been held with the building principal, the association president, and the teacher involved in the proposal to exhaust all other options.
 2. Teaching two courses in the same period will be considered two preparations.
 3. Courses implemented under this provision will be reviewed on an annual basis by administration, the association, and the teacher involved.
14. Multi-age grouping elementary classrooms are those classrooms with multiple age students with instruction that is geared toward the developmental stages of the students through a singular curriculum. As such, the parties agree for purposes of section E (13), that such classrooms do not constitute an elementary split class.

It is understood that the existing and future multi-age classroom(s) will be taught by volunteer(s) and said volunteer(s) will be provided with training in multi-age group theory and practice prior to beginning such an assignment.

Furthermore, staff members in a building where a new multi-age classroom is being considered will be provided with advanced notice of this possibility and may make a recommendation to the Board of Education regarding the creation of the new multi-age classroom.

Prior to any additional multi-age classroom(s) being established, the proposal will additionally be shared with the building school improvement team, as well as the district school improvement team (and/or curriculum council) for discussion, input and suggestions.

F. Working Conditions

1. The Board shall supply and maintain texts, library facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, computers that will support all software and applications owned or subscribed to by the district, printers, support, training, and similar materials and tools of the teaching profession.
2. When parents seek to purchase textbooks and supplies for their children, catalogues and information relating to these purchases shall be available to them. Prior to purchase, parents shall be urged to consult with the teacher of the students involved.
3. The Board shall make available, whenever possible, in each school, adequate lunchroom, rest room, and lavatory facilities exclusively for employee use. The use of tobacco is prohibited in all buildings, on all grounds, and in all school owned vehicles. Lounges shall be for employee use only. Vending machines shall be permitted in the faculty lounges of each building, maintained by the Association. The employees shall maintain the lounges in a satisfactory condition, except for routine custodial maintenance.
4. The Board will make available work space and room for teachers' use during their preparation time and for non-instructional employees.
5. The Board shall provide, maintain, identify and regulate to the extent possible adequate

paved off-street staff parking facilities. Sidewalks and parking lots shall be maintained in such a manner that no employee shall continually contend with snow and ice.

6. Since the employee's authority and effectiveness in his/her assignment has a combined dependence upon the employee's professional skill and upon dependable administrative assistance, the Board and Administration recognize their responsibility to provide all reasonable support and assistance to employees with respect to the maintenance of control and discipline.
7. Upon written referral from an employee, the Administration will assist the employee in applying appropriate progressive disciplinary procedures with chronic student disciplinary problems. The referring employee(s) shall be informed of administrative action.
8. Teachers may request that pupils having special needs receive the attention of special counselors, social workers, law enforcement personnel, physicians or other professionals. Teachers who believe a student may have special needs will refer the student to the building team for evaluation to determine eligibility for special services.
9. **Student Discipline and Employee Protection**

- a. Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property. The Association agrees that all employees shall observe rules respecting punishment and discipline of pupils, which may be established by the Board, the Administration, and the statutes of the State of Michigan. An employee may use such reasonable restraining force as is necessary to protect himself/herself from attack, to prevent injury to another student, or to escort said student to the office or place of containment, provided discretion is used.
- b. Consistent with School Code 1309 and Board Policy 5610, a teacher may exclude a pupil from the class in progress and only for the duration of that class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The excluded pupil must be sent to the proper administrative office. In such cases, the teacher shall furnish the Principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.

The primary responsibility of classroom management and student discipline within the classroom belongs to the classroom teacher. All reasonable efforts to correct inadequate student behavior are the responsibility of the teacher before sending the student to the office.

- c. Suspension of students from school or permanent suspension from a given class may not be imposed by a teacher, but may be recommended by the teacher. School authorities will endeavor to achieve correction of student behavior through counseling and interviews with the child and his/her parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted. A conference of all teachers involved will be held prior to such transfer of the student. In the event all efforts to rehabilitate a student fail, the building administrator will suspend the student from that particular class for the time necessary to correct the behavior problem.

- d. Any case of assault upon an employee, malicious destruction of the employee's property or intimidation by threat of violence against an employee or their property shall be promptly reported to the Board or its designated representative. The board shall provide appropriate assistance to a teacher who is called as a witness in any criminal proceedings relating to an act observed by the teacher in the course of discharging their professional responsibilities. When requested in writing, the board may provide a representative of the district to accompany the teacher in these proceedings.
 - e. In the event an employee is sued as a result of action taken by the employee in enforcing the rules and regulations of the Board of Education and the use of reasonable care and judgment in connection therewith, it is the Board of Education's policy to assist the employee in such connection with such a suit and the Board will, in cases where the employee's individual liability policy does not provide legal counsel, provide legal counsel in the defense of such a suit.
 - f. No disciplinary action against an employee shall be taken upon any complaint by a parent of a student directed toward an employee, nor shall any notice thereof be included in said employee's personnel file unless such matter is reported in writing to the employee involved. The name of the parent shall be made known to the employee. This employee is then entitled to place an explanatory statement of the incident in his/her file. If any question of breach of professional ethics is involved, the Association shall be notified.
 - g. A written statement by the Board governing the use of corporal punishment of students shall be publicized to all employees no later than the first week of each school year.
 - h. Whenever a grade or decision to pass or retain a student is changed against the advice of a teacher, the building administrator shall inform the teacher of the change. The administrator shall initial the altered document.
10. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide reference libraries and include therein, all materials which are reasonably requested by the employees of the district.
11. The Board agrees to make available in each school, typing and duplicating facilities, supplies, and clerical personnel.
12. **The Board shall supply and provide the following:**
- a. Lockable storage space in each classroom.
 - b. Suitable space for each employee to store coats, overshoes and personal articles.
 - c. Adequate chalkboard space in each classroom.
 - d. Adequate storage space for instructional materials.
13. Organization and maintenance of storage areas shall be the responsibility of the employee(s) to whom they are assigned. Any administrative concern relative to an employee's care of such an area shall be brought to his/her attention. The employee shall be given adequate time to correct the situation. Upon notification to administration by an employee of inadequacy of such facilities, it shall become the responsibility of that

administrator to dispose of the problem.

14. Existing extension telephone facilities shall be made available to employees for their use. Employees must charge all personal long-distance calls to their home phones.
15. At least one telephone in each building shall be made available for the exclusive use of employees for their professional calls. The telephone shall be in such a location that the conversations held will be private.
16. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. Cleanliness of the buildings and of the facilities are definitely essential to good education and the health of the students and employees. The district shall enforce all provisions of the third-party (non-employee) contracts that have an impact on the health and safety of its employees or upon the cleanliness of the building.
17. A health and safety committee shall be formed comprised of at least 50% BEA members, and shall also include BESPAs, administration, and at least one school board member. The committee shall meet once per month throughout the school year. They will monitor bi-annual air and water quality testing in each building along with monitoring building/ room cleanliness. Additionally, each classroom will have a monitoring chart containing the cleaning schedule and a checklist of required custodial duties.
18. The temperature of classrooms will be kept at 68 degrees with an acceptable range of +/- 7 degrees. Classes assigned to rooms in which the temperature deviates from this norm will be relocated to a more acceptable environment.
19. Both parties mutually agree that habitual or repeated tardiness is detrimental to the operation of the school. The Board and the Association support progressive disciplinary measures designed to assure that proper time schedules are maintained by employees.
20. **Least Restrictive Environment**
 - a. With the exception of those duties normally associated with the registered nursing profession, employees will not be required to assist special needs students with bodily functions, administering medication, or with medical needs such as but not limited to catheterization or suctioning.
 - b. Before a special needs student's first day of scheduled instruction within a general education classroom, the affected teacher(s) will be notified of the student's assignment to his/her classroom.

Information pertaining to the special needs student's handicap or condition will be disseminated to the affected classroom teachers not later than five (5) school days from the first day the student accesses the class.
 - c. In the event a general education teacher requires assistance with a special needs student, the teacher will request a meeting with his/her principal. The meeting will be held not later than five (5) school days of the request. Options available for assistance will be reviewed at the meeting and a final determination made not later than five (5) days from the date of the meeting.

- d. Any teacher who believes that a student's individual educational plan (I.E.P.) is not meeting the student's needs, will direct their concerns to the building administrator.
21. Full-time nurses will work an eight (8) hour day and full-time social workers and the career placement coordinators will work a seven and one-half (7.5) hour work day. The work year for full-time positions will be equal in length to and scheduled on the same days as full-time classroom teachers. Additional days before or after the regularly scheduled work year will be paid at the employee's per diem rate.

In addition to the two (2) team meetings per month, the aforementioned employees may be required to attend up to two (2) staff meetings per month.

ARTICLE 13

Vacancies, Promotions and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. Requests by an employee for a transfer to a different class, building, or position shall be made in writing by March 1st to the Assistant Superintendent Human Resources, on forms furnished by the Board, with one copy to be filed with the Association. The application shall set forth the reasons for transfer, the school grade or position sought, and the applicant's academic qualifications. The employee shall re-apply in writing each year to assure active consideration by the Board.
- B. The Association recognizes that when classroom teacher vacancies occur during the school year, it may be difficult to fill them within the district without undue disruption to the existing instructional program. If the Assistant Superintendent for Human Resources in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be considered vacant. Whenever a vacancy occurs during the summer months, teachers who have expressed an interest in said position shall be notified.
- C. The Board declares its support of filling vacancies in existing or new positions, including supervisory positions, with the best candidates available. When vacancies arise, the Assistant Superintendent for Human Resources shall post notice of the same, with accompanying job descriptions, for not less than 10 working days during the academic year before the positions are permanently filled. The Board will also notify the Association of the vacancies. Any present employee meeting posted qualifications applying for such vacancies shall be granted a personal interview, upon request, with the appropriate interviewing official. An employee who is denied a transfer will be provided with the reason(s) for the denial upon request.
- D.
 - 1. The Board subscribes to a policy of avoiding involuntary transfer unless such a transfer is deemed necessary or desirable for the good of the student body.
 - 2. In the event the number of positions within a grade level at an elementary building, or within a department at a secondary building must be reduced, which in turn creates the need to transfer a teacher to another grade level or department within the same building, the district shall first seek a volunteer. In the event that no volunteer exists, the least senior teacher from that grade level or department in that building shall be transferred.
 - 3. With the exception of total building closures, which are covered by Section D.4. below, it

is agreed that a teacher who was involuntarily transferred from one building to another (including general and special education) or between departments at the high school, shall be returned to his/her original building or a position within the high school department when the position is recreated subject to the following:

- a. In general these transfers will not occur during the school year, however, the position will not be filled permanently in the interim.
 - b. These transfers will not require an interview and also the teacher may be required to return to the recreated position.
 - c. If the exact position does not reoccur, the teacher shall be able to return to his/her original building for other created positions for which he/she is certified and qualified.
 - d. In the event the number of positions within a building or special area, such as special education, physical education, music or art must be reduced, which in turn creates the need to transfer a teacher to another building, the Board shall first seek a volunteer. If no volunteer exists, the least senior teacher in that building or special area will be transferred.
 - e. In order to retain return rights for the ensuing school year(s), the teacher must submit a transfer request by March 1 as set forth in section a above. Failure to submit the form will result in a loss of return rights under this section.
4. If a building is closed, which causes displacement of the total teaching staff of that building, the displaced teachers will be given their choice of newly created vacant positions in order of seniority for which they are certified and qualified. (See Article 17 for definition of qualified).
 5. The administration will notify the teacher of the reasons for an involuntary transfer, and the teacher will always be notified before the transfer is made final. Any teacher, who believes the procedures for implementing involuntary transfers under this provision have been violated, may submit a grievance. The transfer will take place, if necessary, during the time the grievance is being processed.
 6. Special education teachers and regular education teachers may trade teaching assignments for one year under the following provisions:
 - a. Both teachers are qualified and certified in accordance with Article 17 for the positions to be traded.
 - b. At the conclusion of the year either teacher or either principal may end the trade and the teachers must return to their original positions.
 - c. In the event of a reduction in force the teachers will be placed in their original positions for the purpose of determining who will be laid off in accordance with the provisions of Article 17.
- E. Beginning with the 2002/2003 school year, any non-tenured teacher, whose maximum teaching assignment is 0.4 or less, may have his/her schedule reduced without invoking the lay off language in Article 17. Any non-tenured teacher, whose maximum teaching assignment is greater than 0.4 but less than 1.0, may have his/her teaching assignment reduced by up to 0.2

without invoking the lay off language in Article 17. Maximum teaching assignment is defined as the maximum schedule a teacher has ever been assigned excluding time scheduled to sub for another BEA member.

- F. The provisions in Article 17 shall supersede the provisions of this Article in the event conflicts arise during layoff and/or recall periods.

ARTICLE 14

Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to ensure meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for the employee and student is encouraged.
- B. It shall be the responsibility of the employee to accomplish the objectives of the course of study for each subject he/she is assigned. In the pursuit of these objectives, freedom of individual expression and innovative curriculum improvement are encouraged. It is expressly understood that responsibility of changes in course objectives rests with the Board and its representatives, and is first subjected, and submitted, to the building administrator and/or the appropriate Assistant Superintendent for approval or disapproval.
- C. Teachers shall be included in the procedures to recommend textbooks, materials, and curriculum within the district. The procedures shall be established by the respective committee(s) and shall minimally include provisions for piloting, evaluating, and reporting all information to the committee's study.
- D. Staff will be notified two weeks before any committee is to be formed. Membership on a committee shall be on a voluntary basis. Review of committee membership by building AR's, level VP's, and/or the association president will take place with an administrator.

ARTICLE 15

Instructional Improvement

- A. The Board of Education and the Association shall jointly establish a procedure providing teachers with the opportunity for involvement in planning, implementing and evaluating the instructional program. Such involvement shall have the purpose of providing teacher recommendations to administrators and to the Board of Education.
- B. Curriculum coordinators may be employed at the Board's discretion, following the procedures outlined below in B.1 through 5.
 - 1. The Board of Education will establish coordinators as outlined in B.4. of this Article. Positions will be posted April 15 and coordinators will be selected no later than May 30 for a two year term.

2. Compensation for Coordinators shall be in accordance with the amounts listed in Schedule B and shall be based on the number of FTE's (Full Time Equivalent Teachers) for whom the coordinator is responsible (rounded to the nearest whole number).
3. Coordinators shall be selected from teachers currently assigned to the subject specialty area and/or grade levels covered by the assignment. If there is more than one applicant, then:
 - A. The building administrator will notify a building AR of the applicants. The AR will be an impartial and non-voting member of the interviewing committee.
 - B. Volunteers for the interview committee will be solicited from the subject specialty area and/or grade levels of the posted position.
 - C. The building administrator and AR will jointly select the interview committee members. The interview committee will consist of at least two but not more than four teachers from the subject specialty area and/or grade levels of the posted position and the administrator. If there are more than 4 volunteers (to serve on the interview committee), selections will be made by a lottery process.
 - D. Selection of the coordinator will be determined by consensus of the interview committee. If consensus cannot be reached, the coordinator will be determined by a majority vote of the interview committee members.
4. The subjects, specialty areas, and/or grade levels to which coordinators may be assigned are:
 - a. **High School**

Art	Trade and Industry
Business	Enrichment Gifted
Careers	Enrichment Remedial
English	Guidance <i>(includes M.S. guidance)</i>
Foreign Language	Home Economics
Music	Mathematics
<i>(vocal and instrumental together)</i>	Media
Physical Education	Science
Social Studies	Special Education
 - b. **Grades 6-8**

English	Reading
Math	Social Studies
Science	Enrichment Remedial <i>(1 per building)</i>
 - c. **Grades K-5** *(One Coordinator from each elementary for each area listed)*

Language Arts	Math
Science	Reading
Social Studies	Enrichment Remedial
Enrichment Gifted	
 - d. **Grades K-8**

Arts	Special education
Music	Media
Physical Education	

- e. **Grades K-12**
Computers
- 5.
- a. Each coordinator shall have a job description and be evaluated by the appropriate administrator. The job description may be revised by mutual agreement of association and administration.
 - b. Coordinators are a liaison between administration and faculty. However, coordinators are not administrators and hence will not be involved in the evaluation of faculty.
 - c. Coordinators will be responsible for working with administration for the allocation of budgeted amounts for their respective areas.
 - d. Coordinators will coordinate their respective areas and see that their teacher members are involved and have input in determining the functional operation of the respective areas.
 - e. Coordinators will call periodic meetings of their departments or subject areas. Teachers are required to attend these meetings.
- C. Coordinators upon administrative approval may be released from their teaching duties to do coordination work. Days worked before or after the contracted 184.5 days shall be compensated at the current daily sub rate.

ARTICLE 16

Professional Improvement

- A. The parties will support and encourage the principle of continuing education of employees, participation of employees in conferences, workshops and other appropriate activities in the areas of their specializations, leaves for work in advance degrees of special studies and participation in community education projects.
- B. With the purpose of improving methods of instruction, each teacher may at the Board's option be allowed observation time to observe other classrooms of the teacher's choice within the Brighton schools or classrooms in other school districts, prior arrangements having been made. The teacher seeking observation opportunities must make a written request a week in advance. Days used for this purpose shall not be subtracted from the teacher's personal leave.
- C. The Board agrees to provide, upon administrative approval, the necessary funds for employees who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Requests from an employee for attendance shall be submitted at least two weeks in advance of the conference date. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute needed to relieve the participant. An employee attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Employees will upon request, submit a written report regarding such conferences.
- D. At the request of the Association and with the approval of the administration, or on the Board's initiative, arrangements shall be made for work sessions, after school courses, workshops,

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conferences and programs designed to improve the quality of instruction.

- E. The board agrees to reimburse BEA members for tuition required to maintain certification as described in Article 7.K.

ARTICLE 17

Layoff/Recall

- A. The provisions of this Article shall supersede the provisions of Article 13 in the event conflicts arise during layoff and recall periods.

In the event that reductions in staff are necessary, the placement of staff shall be determined by June 1 by the process set forth in section B below.

B. LAYOFF

- 1. At least one week prior to formal Board action, the Association shall be notified, in writing, of administrative determinations as to the number and names of all elementary, middle, and high school retained positions for the following school year. Before employees are assigned to these retained positions the Association will be given the opportunity to give input and make suggestions regarding the retained positions.

- 2. In order to maximize retention of the most senior, certified and qualified teachers (as defined in Section H of this Article), the district shall start at the top of the seniority list ranking all teachers active, on layoff, and those on leave who are scheduled to come back and place each tenure teacher in one of the retained positions as follows:

- a. First, place the teacher in the position previously held if available.
- b. If the previous position is not available, then place the teacher in an alternative position for which they are certified and qualified and which is open for assignment.
- c. If an alternative position is not available, then the least senior teacher holding a position for which a more senior teacher is certified and qualified will be transferred to an alternative position open for assignment in order to place the teacher in the transferred teacher's former position.

Absent a transfer request under Article 13.A., no teacher placed under section 2.a. or b. above will be transferred into a position based on a certificate, grade level certification, or endorsement(s) which have not been used for employment purposes in Brighton for 100 or more days in the last five (5) school years.

- d. In the event that vacancies in retained positions remain, probationary teachers shall be placed in accordance with a, b, and c above.
- e. Involuntary transfers, to maximize a teacher's qualifications, can be made by the Assistant Superintendent for Human Resources among the retained teachers provided there is no negative impact upon those to be laid off.
- f. In the event that the Board of Education should determine that a teacher, who

has been reassigned in a retained position in accordance with procedure as outlined above, is in need of further training to meet the qualifications listed in H below, the Board shall pay for tuition, books and fees for the first eight (8) semester hours. Texts purchased for these classes shall become part of the district's professional library. Any semester hours necessary beyond those funded by the Board to meet these qualifications for a given assignment shall be the financial responsibility of the individual teacher. Following Board action this training shall commence within one semester or as soon as courses in the vicinity are available. In the event that a dispute arises over whether the assignment and subsequent course work are necessary, the following steps shall be taken.

- 1) A joint meeting of the principal, the teacher and an Association Representative will be held to explore alternative placement within the building.
 - 2) If the issue is still in dispute, the Association President and the Assistant Superintendent for Human Resources will meet to examine district-wide alternatives.
 - 3) If no solution is found, the teacher will be required to begin the course work or be subject to layoff.
- g. Any teacher who has not been placed in a retained position as in a) through d) above shall be notified at least 60 days prior to the end of the school year (i.e. April 30th) that: 1) she/he is subject to layoff, 2) she/he should not expect employment for the ensuing school year, and 3) she/he shall be given the opportunity for recall pursuant to the recall procedures in this Article. Nothing contained herein shall relieve the Board from fulfilling the terms of any annual or continuing contract with a teacher.
- h. In the event the Board hires a teacher to fill a temporary vacancy of at least six weeks, but less than a semester, said teacher may be laid off so long as the Board provides advanced notice of layoff within not less than one third (1/3) of the number of days for which the temporary teacher was contracted to work or actually worked whichever is greater. Example: A thirty (30) day temporary contract would require ten (10) days of advanced notice; a ninety (90) day temporary contract would require thirty (30) days of advanced notice.
3. In the event of layoffs within the nurses or social worker classifications, layoffs will be implemented in a manner to retain the most senior employees within the affected classification subject to the qualifications set forth in Section H. below.

C. RECALL

1. The district shall construct a recall list on which all employees on layoff are ranked on the basis of their assigned seniority date.
2. When positions become vacant due to termination, resignation, death, leave of absence, or reinstatement/creation of a position, tenure teachers shall be recalled in order of seniority to vacancies for which they are certified and qualified (as defined in Sections D & H of this Article). In the event that the Board of Education should determine that a teacher, who has been recalled in accordance with procedures as outlined above, to a

position after the fourth Friday in September, is in need of further training to meet NCA standards, the teacher shall assume the cost of retraining. At such time as vacancies occur for which no laid off tenure teacher is certified and qualified, probationary teachers shall be recalled on the basis of applicable certification and qualifications, and the greatest seniority. Involuntary transfers will be made by the Superintendent among the retained teachers in order to enhance the seniority rights of laid off teachers, unless, in the opinion of the Superintendent, the involuntary transfer would be detrimental to the educational interest of the students affected by such involuntary transfer. In the event there are no teachers on the recall list who are certified and qualified, by the above standards, to fill a vacancy, the Board may hire new teacher(s).

Nurses and social workers will be recalled to vacancies within their respective classifications in inverse order of layoff subject to the qualifications set forth in Section E below.

- D. Seniority shall be defined as the length of service in the school district as an employee represented by the bargaining unit. Accumulation of seniority shall begin with the first contractual day of employment as a bargaining unit member.

In the event it becomes necessary to choose between two or more employees with the same assigned seniority date, the tie will be broken by: 1) experience in other school systems (public school or not, as long as the teacher had state certification at the time) and it was a K-12 permanent position (substitute teaching does not count), and 2) number of degrees attained. If all above criteria are equal, the Assistant Superintendent for Human Resources shall be empowered to draw lots in the presence of the Association President to make the final decision.

Employees assigned to less than full positions shall accumulate seniority on a pro rata basis. Employees on layoff shall not accumulate seniority.

Employees on disability leaves and unpaid leaves shall not accrue seniority. In the event any teacher is on an unpaid leave of absence prior to June 30, 1996 for which seniority accrued under the terms of the 1992-95 master contract, seniority will continue to accrue through June 30, 1996. The elimination of seniority accrual during certain unpaid leaves in the negotiations of the 1992-95 successor master contract, will not result in the retroactive adjustment of seniority for unpaid leaves for which seniority credit was formerly granted.

Any employee who shall be transferred to an administrative or executive position and shall later return to the bargaining unit shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

- E. A seniority list shall be maintained by the district. Employees shall be ranked in order of their assigned seniority date. Accompanying the name of each teacher shall be a listing of the teacher's certification endorsements and actual hire date. Said seniority list shall be presented to the Association annually during the month of November for review. Corrections will be brought to the attention of the administration.
- F. A laid off employee shall retain his/her right to recall as long as he/she has notified the Board of Education each year during the month of March in writing that he/she is available for recall and has kept the Board informed of his/her current address at all times. Failure to do so will be deemed conclusive evidence of a voluntary resignation and shall result in the termination of further employment rights.
- G. An employee shall be notified of recall by registered or certified letter. Subsequent to receipt

she/he shall respond to the notice within one week. Upon request, the teacher shall be granted an additional two weeks to report for duty. Failure to respond and report shall constitute a resignation, subject to the following:

1. Unless employed under written contract with another Michigan public school district which would provide an exception consistent with the determinations of the Michigan tenure commission, a teachers' failure to return pursuant to a recall notice, shall be deemed conclusive evidence of a voluntary resignation and shall result in the termination of further employment rights.
2. Teachers who are employed under the terms of an individual contract as referenced herein shall be obligated to accept the position for the succeeding school year provided the vacancy has not been filled with another teacher who is eligible for recall.

The vacancy will be defined as available if it has been filled in the interim with a term substitute (in the absence of another certified and qualified bargaining unit member eligible for recall) and will continue to be staffed for the succeeding school year.

Teachers who decline a recall notice due to being employed under the terms of an individual contract as set forth herein, shall retain recall rights for a period of three (3) years from the effective date of his/her layoff (defined as the teachers last day worked).

3. Bargaining unit members who are not subject to the provisions of the Michigan teacher tenure act, will be required to return when recalled or the failure to do so shall be deemed conclusive evidence of a voluntary resignation and shall result in the termination of further employment rights.

H. Qualified for the elementary level shall be defined as possessing an elementary teaching certificate.

Qualified at the secondary level shall be defined as possessing an applicable elementary or secondary certificate with a major or minor or course hours meeting N.C.A. standards in the subject area.

At the middle school level the teachers will only be required to meet qualifications standards in the majority of the individual class assignments.

Qualified as a specialist for art, music, physical education, and media services shall be defined as possessing an applicable elementary, middle or secondary certificate with major or minor in the specialty assigned.

In order to be considered qualified for teaching in the hearing impaired program one must also be proficient in sign language. In order to be considered qualified for teaching in the instrumental music program a teacher must be a specialist (see above definition) with the proper distribution of course work as determined by the North Central Association.

Qualified to teach JK or K shall be defined as possessing an Early Childhood Endorsement (ZA) or with the proper distribution of course work as determined by the North Central Association. Early Childhood education is a requirement to teach developmental kindergarten or kindergarten and is required by North Central for accreditation. In the event that the district school is not North Central accredited, recall will be by certification and seniority.

Qualified as a nurse or social worker shall be defined as possessing the applicable licensure and

meeting the appropriate N.C.A. standards.

In addition to the appropriate N.C.A. standards, qualified for purposes of the Career Placement Coordinator position shall be defined as possessing a counseling endorsement at the secondary level.

- I. Social workers and nurses shall serve a one (1) year probationary period.
- J. It is expressly understood employees in assignments other than a classroom teacher as set forth in the Teacher Tenure Act (Act No. 4, Michigan Public Acts of 1937, Extra Session as Amended), shall not be deemed to be granted tenure in such capacity by virtue of this Agreement.

ARTICLE 18

Special and Student Teaching Assignments

- A. Each school year the Association President and the Executive Director for Curriculum will confer on the total number of student teacher positions made available in the district.
- B. Supervisory teachers of students, who voluntarily accept the assignment, shall be known as the critic teacher. Critic teachers shall meet the following requirements:
 - 1. Tenured teachers in the Brighton Area Schools.
 - 2. Approval by the building principal.
 - 3. Application for a critic teacher position to the Executive Director for Curriculum with a copy to the Association.
- C. Applicants for student-teacher positions in the Brighton Area Schools shall meet the following requirements:
 - 1. Major or minor in the field of teaching.
 - 2. Meet the certification requirements for the subject area.
 - 3. Have the ability to schedule time requirements:
 - a. One full semester (minimum ten weeks).
 - b. Present in building for entire teaching day, every day.
 - c. Attendance at all conferences, meetings and events requested by the critic teacher.
 - 4. Pre-student teaching requirements.
 - a. Minimum of one methods course in major teaching area.
 - b. Direct classroom observations set by the building principal.
 - 5. A standard form, that outlines the duties and obligations of participants in the Student Teaching Program, shall be filed with the Executive Director for Curriculum.

D. Paraprofessionals

The Board and the Association recognize that under certain conditions employment of instructional aides may be deemed appropriate. Under such conditions the Board may employ instructional paraprofessionals to assist teachers in the following areas: reinforcing instructional activities; making and/or securing instructional materials, keeping school records, maintaining a proper instructional environment, inventory, ordering and storing or filing classroom supplies and materials, and in the supervision of individual assistance with students.

1. If employment of an instructional aide is desired by either teachers or administrators, a consultation involving the teacher(s) to be assigned the aide, the building administrator, and the appropriate assistant superintendent shall be held to determine the advisability of employing such aide.
2. The interviewing of applicants for aide positions will include the teacher(s) to whom the aid may be assigned, when appropriate.
3. Teacher(s), either directly or indirectly, assigned an aide will provide input into the evaluation of the effectiveness of the aide, with the final evaluation being the responsibility of the building administrator.

- E. Given the district's obligations under section 1236 of the Michigan School Code to assign one or more mentors to new teachers for the first three (3) years of teaching, the district encourages bargaining unit members interested in becoming mentors, to make application to the Office of Human Resources. Consideration will only be given to teachers with an application on file.

No teacher will be required to accept a mentor assignment. It is further understood that with the exception of the provisions set forth in Article 9 A.5, mentors will not be involved in the evaluation of new teachers.

Mentor assignments will be made on an annual basis and before the assignment is accepted, a meeting with the prospective mentor and the building principal will be conducted to develop an understanding as to the expectations relative to the mentor position and release time.

There will be no compensation provided for mentor teacher assignments. Depending upon the needs of the new teacher and year of employment, consistency will be maintained in determining the amount of release time for mentors.

ARTICLE 19

Miscellaneous Provisions

- A. Any individual contract between the Board and an individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement. Any individual contract hereafter executed shall be in the form of the contracts utilized during the 1994-95 contract year and shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

At the request of either party during the term of this agreement, a team of administrators will meet with the association representatives to mutually agree on adjustments to the individual

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contract documents.

- B. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be considered part of the established policies of the Board.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be printed at the expense of the Board within a timeline agreed upon by the parties at the time of the tentative agreement and presented to all employees now employed and hereafter employed for as long as this Agreement shall be in full force and effect. Further, the Board shall furnish ten (10) copies of this Agreement to the Association for its use.
- E. When students are used as non-salaried clerical helpers in the schools, they shall not be exposed to confidential student or employee records.
- F. Employees who believe that they are in need of an accommodation to perform their job responsibilities shall immediately inform their building administrator or the Assistant Superintendent for Human Resources of the need. Where questions of reasonable accommodation are impacted in whole or in part by the terms of the master agreement, the Board and the Association agree to meet on a case-by-case basis to address potential conflicts between the Americans with Disabilities Act (ADA) and contractual provisions.
- G. The District agrees to follow Michigan rules and regulations concerning special education services and agrees to consult with the BEA and the affected teacher(s) prior to submission of any waiver or other deviation from the rules and regulations. In addition, a yearly review of SE waivers will be conducted (prior to Spring Break) involving the Assistant Superintendent for Human Resources, the BEA president (or designee), and the affected SE teachers.

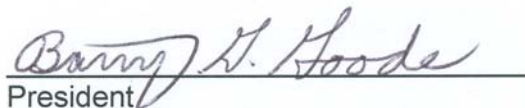
ARTICLE 20

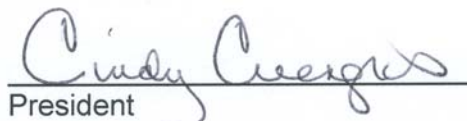
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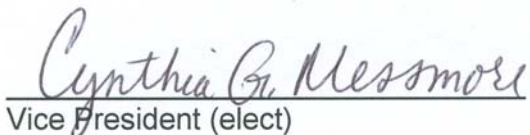
This Agreement shall be effective upon ratification by the parties and shall remain in effect until August 31, 2010.

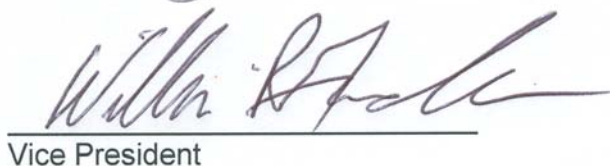
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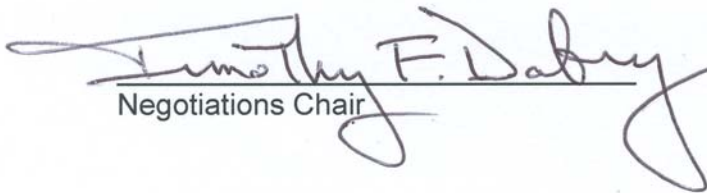
BRIGHTON AREA SCHOOLS
BOARD OF EDUCATION


President


President


Vice President (elect)


Vice President


Negotiations Chair


Superintendent

SCHEDULE A

2007-2008 Annualized Salary
 Splitting the 2nd semester raise equally

Step	Nurse	BA	MA	MA30
1	\$38,695	\$39,216	\$41,516	\$43,825
2	\$40,999	\$41,518	\$43,987	\$46,468
3	\$43,308	\$43,825	\$46,470	\$49,005
4	\$45,609	\$46,134	\$48,946	\$51,755
5	\$47,923	\$48,441	\$51,416	\$54,389
6	\$50,227	\$50,748	\$53,886	\$57,033
7	\$53,839	\$53,047	\$56,366	\$59,677
8		\$55,355	\$58,832	\$62,321
9		\$57,655	\$61,311	\$64,966
10		\$59,970	\$63,787	\$67,598
11		\$67,697	\$66,259	\$70,252
12			\$74,711	\$79,231

Longevity A				
16 yrs.	\$361	\$454	\$501	\$531
21 yrs.	\$716	\$900	\$994	\$1054
26 yrs.	\$1077	\$1354	\$1494	\$1585

2008-2009 Annualized Salary

Step	Nurse	BA	MA	MA30
1	\$39,571	\$40,103	\$42,456	\$44,817
2	\$41,926	\$42,458	\$44,982	\$47,520
3	\$44,288	\$44,817	\$47,522	\$50,114
4	\$46,641	\$47,178	\$50,053	\$52,926
5	\$49,007	\$49,537	\$52,579	\$55,620
6	\$51,364	\$51,896	\$55,105	\$58,323
7	\$55,058	\$54,248	\$57,641	\$61,027
8		\$56,607	\$60,163	\$63,731
9		\$58,960	\$62,698	\$66,436
10		\$61,327	\$65,230	\$69,127
11		\$69,229	\$67,758	\$71,842
12			\$76,402	\$81,024

Longevity A				
16 yrs	\$369	\$464	\$512	\$543
21 yrs	\$732	\$921	\$1016	\$1078
26 yrs	\$1101	\$1385	\$1528	\$1620

2009-2010 Annualized Salary

Step	Nurse	BA	MA	MA30
1	\$40,466	\$41,010	\$43,417	\$45,832
2	\$42,875	\$43,419	\$46,000	\$48,595
3	\$45,291	\$45,832	\$48,597	\$51,247
4	\$47,697	\$48,246	\$51,186	\$54,123
5	\$50,116	\$50,658	\$53,768	\$56,878
6	\$52,526	\$53,070	\$56,352	\$59,643
7	\$56,304	\$55,476	\$58,945	\$62,407
8		\$57,888	\$61,524	\$65,173
9		\$60,293	\$64,117	\$67,939
10		\$62,715	\$66,705	\$70,692
11		\$70,796	\$69,291	\$73,467
12			\$78,130	\$82,858

Longevity A				
16 yrs	\$377	\$474	\$523	\$555
21 yrs	\$749	\$942	\$1039	\$1102
26 yrs	\$1126	\$1416	\$1563	\$1657

A. General Provisions for Schedule A

1. In the event a nurse or social worker has a teaching certificate and is later assigned to a classroom teaching position covered by Schedule A, the employee's initial placement on Schedule A will be in the appropriate degree column and to the step on the column which closest to, but not less than, his/her present salary as a nurse or social worker.
2. Nurses and Social Workers may not advance beyond Step 7 of the salary schedule.
3. BEA members may be requested by the Board of Education to work an extended year. Any change in such requests shall be made known to the affected members no later than May 1. Salary for the extended period of work will be at the BEA member's per diem rate.
4. Media Specialists shall work a week following the teacher calendar year and shall be compensated at their per diem rate.

For the 2007-2008, 2008-2009, and 2009-2010 school years, the BEA salary schedule will be increased by 1.125% each semester.

To help contain salary costs, BEA members agree not to be paid the first semester increase and to only be paid the second semester increase with compounded interest. For purposes of simplifying the salary pay-out and reducing the workload of the payroll office, in school years 2008-2009 and 2009-2010, BEA members' increase in actual pay will be paid out on an annualized basis, which spreads their second semester paid increase across all paydays in the school year. For the 2007-2008 year BEA members will be paid retroactively to the beginning of the second semester.

Retiring BEA members will not be adversely affected by these salary payout provisions. Prior to retirement they will receive the first semester raise amounts they did not receive so that this salary provision will not adversely affect their final average compensation for MPSERS retirement. This may impact retiring BEA members through 2013-2014.

The final salary schedule at the end of the 2007-2010 contract appears below.

Final Salary Schedule upon which future contracts will be negotiated.

Step	Nurse	BA	MA	MA30
1	\$40,918	\$41,469	\$43,902	\$46,344
2	\$43,354	\$43,904	\$46,514	\$49,138
3	\$45,797	\$46,344	\$49,140	\$51,821
4	\$48,230	\$48,785	\$51,758	\$54,729
5	\$50,676	\$51,224	\$54,370	\$57,515
6	\$53,113	\$53,663	\$56,983	\$60,310
7	\$56,934	\$56,096	\$59,605	\$63,105
8		\$58,535	\$62,213	\$65,902
9		\$60,968	\$64,835	\$68,699
10		\$63,416	\$67,451	\$71,483
11		\$71,588	\$70,066	\$74,289
12			\$79,004	\$83,785

SCHEDULE B

Athletic Schedule B Positions	2007-2008 2.25%	2008-2009 2.25%	2009-2010 2.25%	Posting Rotation
Head Football	8009	8189	8373	Jan. 2009
Asst. Varsity FB (3)	5379	5500	5624	Jan. 2010
Asst. JV FB (2)	5379	5500	5624	Jan. 2011
Asst. 9 FB (2)	5379	5500	5624	Jan. 2012
<i>Asst. FB (4)</i>	3300	3374	3450	Jan. 2009
Head Volleyball	6596	6744	6896	Jan. 2009
JV VB	4272	4368	4466	Jan. 2010
9 VB	4272	4368	4466	Jan. 2011
<i>Asst. VB (3)</i>	2620	2679	2746	Jan. 2012
MS VB 7 th Grade (2)	2989	3056	3125	Jan. 2011
MS VB 8 th Grade (2)	2989	3056	3125	Jan 2012
Head Girls Golf	4015	4105	4197	Jan. 2009
<i>Asst. Golf</i>	1500	1538	1576	Jan. 2012
Head Boys Soccer	5481	5604	5730	Jan. 2009
JV Boys Soccer	3167	3238	3311	Jan. 2010
9 Boys Soccer	3167	3238	3311	Jan. 2011
<i>Asst. Soccer (3)</i>	3167	3238	3311	Jan. 2012
Head Boys Cross Country	6233	6373	6516	Jan. 2009
Head Girls Cross Country	6233	6373	6516	Jan. 2009
<i>HS Asst. Cross Country (2)</i>	1250	1281	1310	Jan. 2012
MMS Cross Country	2744	2805	2868	Jan. 2011
SMS Cross Country	2744	2805	2868	Jan. 2012
Head Girls Swim & Dive	6407	6551	6698	Jan. 2009
Asst. Girls Swim	3560	3640	3722	Jan. 2011
Head Boys Tennis	5219	5336	5456	Jan. 2009
JV Tennis	2672	2732	2793	Jan. 2010
Head Cheerleading	8504	8695	8891	Jan. 2009
JV Cheerleading	5814	5945	6079	Jan. 2010
9 Cheerleading	5814	5945	6079	Jan. 2011
MS Cheerleading 7 th (2)	1067	1091	1116	Jan. 2011
MS Cheerleading 8 th (2)	1067	1091	1116	Jan. 2012
Head Pom-Pon	6456	6601	6750	Jan. 2009
<i>Asst. Pom-Pon</i>	3874	3961	4051	Jan. 2012
Head Boys Basketball	8009	8189	8373	April 2009
JV Boys Basketball	5164	5280	5399	April 2010
9 Boys Basketball	5164	5280	5399	April 2011
<i>HS Asst. Boys Basketball (3)</i>	2162	2211	2261	April 2012
MS Boys Basketball 7 th (2)	3524	3603	3684	April 2011
MS Boys Basketball 8 th (2)	3524	3603	3684	April 2012
Head Girls Basketball	8009	8189	8373	April 2009
JV Girls Basketball	5164	5280	5399	April 2010
9 Girls Basketball	5164	5280	5399	April 2011
<i>HS Asst. Girls Basketball (3)</i>	2162	2211	2261	April 2012
MS Girls Basketball 7 th (2)	3524	3603	3684	April 2011

MS Girls Basketball 8 th (2)	3524	3603	3684	April 2012
Head Hockey	5598	5724	5853	April 2009
Head Boys Swim & Dive	6407	6551	6698	April 2009
Asst. Boys Swim & Dive	3560	3640	3722	April 2010
Head Wrestling	6593	6741	6893	April 2009
Asst. Wrestling	4272	4368	4466	April 2010
* Asst. Wrestling (2)	1588	1624	1665	April 2012
MMS Wrestling	2589	2647	2707	April 2011
SMS Wrestling	2589	2647	2707	April 2012
Head Boys/Girls Ski	4272	4368	4466	April 2009
Asst. Boys/Girls Ski	2768	2830	2894	April 2010
MMS Boys/Girls Ski	892	912	933	April 2011
SMS Boys/Girls Ski	892	912	933	April 2012
MS Swim & Dive	2764	2826	2890	April 2011
Head Baseball	6593	6741	6893	June 2009
JV Baseball	4272	4368	4466	June 2010
9 Baseball	4272	4368	4466	June 2011
* Asst. Baseball (3)	2620	2679	2739	June 2012
Head Softball	6593	6741	6893	June 2009
JV Softball	4272	4368	4466	June 2010
9 Softball	4272	4368	4466	June 2011
* Asst. Softball (3)	2620	2679	2739	June 2012
Head Girls Track	6593	6741	6893	June 2009
Asst. Girls Track	4272	4368	4466	June 2010
Head Boys Track	6593	6741	6893	June 2009
Asst. Girls Track	4272	4368	4466	June 2011
Asst. Boys/Girls Track (2)	4272	4368	4466	June 2012
MMS Track Boys	2989	3056	3125	June 2009
SMS Track Boys	2989	3056	3125	June 2010
MMS Track Girls	2989	3056	3125	June 2011
SMS Track Girls	2989	3056	3125	June 2012
Head Boys Golf	4015	4105	4197	June 2009
Asst. Golf	1500	1538	1576	June 2012
Head Girl's Lacrosse	4500	4601	4705	June 2009
JV Girl's Lacrosse	2500	2556	2614	June 2010
9 Girl's Lacrosse	2500	2556	2614	June 2011
Head Girls Tennis	5219	5336	5456	June 2009
JV Girls Tennis	2672	2732	2793	June 2010
Head Girls Soccer	5481	5604	5730	June 2009
JV Girls Soccer	3167	3238	3311	June 2010
9 Girls Soccer	3167	3238	3311	June 2011
Asst. Soccer (3)	3167	3238	3311	June 2012
Varsity Club	1783	1823	1864	June 2009

* Indicates positions that will continue to be funded at the 2007-2008 stipend amounts until the persons holding said positions no longer coaches. These positions are not eligible for the 2.25% annual increase. Stipend amounts listed are what they will be when a new coach is hired.

Salaries for Extra Duties and Specialized Services			
Position	2007-2008 2.25%	2008-2009 2.25%	2009-2010 2.25%
Class Sponsors:			
(2) Senior (each)	\$3,415	\$3,492	\$3,571
(2) Junior (each)	\$1,744	\$1,783	\$1,823
(2) Sophomore (each)	\$1,744	\$1,783	\$1,823
(2) Freshman (each)	\$1,161	\$1,187	\$1,214
Student Council:			
(2) High School (each)	\$3,415	\$3,492	\$3,571
(1) Middle School	\$1,382	\$1,413	\$1,445
(1) Elementary	\$1,060	\$1,084	\$1,108
Music:			
Elementary Choir	\$2,027	\$2,073	\$2,120
Clubs:			
(2) National Honor Society (each)	\$1,110	\$1,135	\$1,161
(2) Jr. National Honor Society (each)	\$ 607	\$ 621	\$ 635

Position	2007-2008 2.25%	2008-2009 2.25%	2009-2010 2.25%
Drama:			
Per Approved Production	\$2,021	\$2,067	\$2,113
Middle School Production (1 each)	\$ 607	\$6,21	\$ 635
Forensics Head Coach	\$2,837	\$2,901	\$2,966
Forensics Assistant Coach	\$ 566	\$ 579	\$ 592
Debate Head Coach	\$2,837	\$2,901	\$2,966
Debate Assistant Coach	\$ 566	\$ 579	\$ 592
Coordinators (High School, Middle School and K-8 – Based on F.T.E.)			
1 – 5 F.T.E.	\$1,452	\$1,485	\$1,518
6 – 10 F.T.E.	\$2,038	\$2,084	\$2,131
11 - 15 F.T.E.	\$2,617	\$2,676	\$2,736
16 – Over F.T.E.	\$3,197	\$3,269	\$3,343
K – 5 Coordinators	\$2,617	\$2,676	\$2,736
K – 12 Coordinators	\$3,197	\$3,269	\$3,343
Target Goal Facilitator (3 per building)	\$1,250*		
School Improvement Coordinator	\$2,000*		
MME Test Supervisor BHS (1)	\$3,035	\$3,103	\$3,173
MME Back-up Test Supervisor BHS (1)	\$1,500	\$1,534	\$1,569
MME Accommodations Coordinator BHS (1)	\$2,484	\$2,540	\$2,597
Elementary Safety Patrol	\$1,060	\$1,084	\$1,108
Academic Co-Curriculars	\$2,029	\$2,075	\$2,122

* stipend amount determined by grant

A. General Provisions for Schedule B

1. Any assignments in addition to the normal teacher schedule, including extra duties enumerated in Schedule B, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.
2. The Board may fund up to two (2) academic co-curricular activities in each building. The compensation will be as set forth above for each designated position in a building.
3. Adoption of this Schedule does not limit the approval of new programs in Schedule B. In the event that additional programs are identified and approved by the Board, compensation may not be determined until negotiated by the joint committees.
4. Any new Schedule B positions, proposed by a teacher, an administrator, or the district shall be submitted to a standing committee comprised of three members named by the BEA and three members named by the administration.

The proposal shall be submitted at least eight weeks before the proposed start date for the new position. The proposal shall include the following information: proposed job description (tailored to the specific sport/activity), proposed stipend, funding sources, and supporting rationale.

The position will only be created if a majority of the committee approves both the job description and the stipend. If not approved, written rationale for rejection will be provided to the applicant with one opportunity within the eight-week window period to reapply.

The position will be posted consistent with the provisions of the professional agreement.

Within six weeks of the conclusion of the activity, the new schedule B position will be evaluated by the same committee members to see if the position should continue and if any adjustments need to be made to the initial job description and/or stipend amount.

After two years, the position will be officially adopted and added to the BEA contract.

5. The Schedule B stipend amounts shall be increased by 2 1/4% each year of the contract. However, for the 2007-2008 school year only BEA members shall receive this increase.

SCHEDULE C

Schedule C positions are those teaching assignments that involve work responsibilities beyond contract time and are NOT optional. Schedule C lists the added compensation (beyond Schedule A) for these co-curricular assignments.

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
High School Band	\$6,652	\$6,802	\$6,955
High School Choir	\$3,697	\$3,780	\$3,865
Middle School Band	\$3,511	\$3,590	\$3,671
Middle School Choir	\$2,027	\$2,073	\$2,120
High School Yearbook	\$2,880	\$2,945	\$3,011
High School Newspaper	\$2,880	\$2,945	\$3,011
DECA	\$2,021	\$2,066	\$2,112
5th Grade Camp	\$ 438	\$ 448	\$ 458
Media Specialists (ext. year) per diem			
Counselors (extended year) per diem			

General Provisions for Schedule C:

The stipend amounts for Schedule C shall be increased by 2 1/4% each year of this contract.

APPENDIX A

Brighton Area Schools Brighton Education Association

Letter of Agreement

The Assistant Superintendent for Human Resources, the Athletic Director, and two BEA members designated by the BEA President will meet and develop job descriptions for Schedule B athletic positions. The committee will also establish job descriptions and stipends for all other athletic coaching positions, including those identified in 2007-2008 as supplemental coaching positions. These positions will then be incorporated into Schedule B of the contract along with the agreed upon salary amounts. The committee shall begin meeting within seven (7) days of contract ratification and shall have the relevant job descriptions and stipends established before the beginning of each season.

Spring coaching positions not currently listed in Schedule B may be posted for 2008 with the stipends proposed by the administration.

APPENDIX B

LETTER OF AGREEMENT

Between

Brighton Area Schools and Brighton Education Association

The following is agreed to through August 2010.

The parties have been working on the workload and time constraints confronting special education teachers. As a result, the parties have determined to deal with this problem in three parts: First, to provide some immediate, short-term relief to help teachers this year by providing subs. Second, to review and try various special education delivery systems to relieve this pressure. Third, some long-term and permanent solutions to this problem will be adopted.

Special Education Co-Teaching

Co-teaching shall be counted as a preparation period for the special education teacher when the special education teacher works with a teacher in a regular classroom as follows:

- 1) The special education teacher prepares lesson plans or modifies/adapts the regular teacher's lesson plans on their own or jointly with the regular education teachers, and
- 2) The special education teacher provides direct instruction to students, and
- 3) The special education teacher gives grades to students.
- 4) Notwithstanding the provisions in Article 12, middle school special education teachers desiring to work with the same general education team of teachers in the middle school, shall be allowed up to four preps with the written consent of the special education teacher, the building administrator and the BEA president. This agreement must be renewed on an annual basis.

Tutorial Classes

The association and administration will gather data and make a recommendation as to the criteria defining a tutorial class.

Testing Classes

The parties agree a testing responsibility of two hours will limit the teacher to two additional preparation periods. The parties also agree that a limit needs to be set as to the maximum number of students per year to be tested in a one-hour testing period. The parties agree that an annual limit to 36 students per testing hour be optimal. Any overage will result in one day relief time per student over, or additional testing staff.

Elementary teachers responsible for testing new referrals and re-evaluations will be provided a scheduled two-hour block of time each week or one full day each month, to perform testing responsibilities. Self-contained teachers will not be required to test new referrals.

Special Education Relief

The parties agree to the following relief for special education teachers to provide sufficient time to complete their caseload and compliance responsibilities; an average of one day per month. The teachers agree to use the SE code (currently #30) when calling the substitute line.

*Brighton Education Association
9/1/2007-8/31/2010*

APPENDIX C

Brighton Area Schools Brighton Education Association

Letter of Agreement

The Association agrees that teachers will submit a statement verifying completion of six hours of flex professional development time during the 2007-2008 school year. Examples that fulfill this requirement include (but are not limited to):

- Attendance at August Academy
- Mentoring
- Student teacher supervision
- Michigan Virtual University
- Curriculum development meetings
- Conferences & workshops
- College classes & SB CEU's
- Group planning/study groups
- Action learning
- Lesson study
- Study of student work
- School improvement meetings
- Team planning time

Submit in writing to your building administrator with final checkout on June 13 or to Human Resources by June 30.

APPENDIX D

LETTER OF AGREEMENT

between

Brighton Area Schools and Brighton Education Association

The parties agree that due to the date of reaching agreement on the 2007 – 2010 Professional Agreement that timelines set forth in Article 4, Section F. that was added in the 2007 – 2010 Professional Agreement shall not apply to the proposed 2008-2009 budget. The Board agrees to provide the Association meaningful input in the 2008-2009 and 2009-2010 budget process.

*Brighton Education Association
9/1/2007–8/31/2010*

APPENDIX E

LETTER OF AGREEMENT

between

Brighton Area Schools and Brighton Education Association

1. The parties have agreed that Article 12, Section D.3.d. shall be amended in the 2007 – 2010 Professional Agreement to provide:

No secondary teacher will be assigned more than three (3) preparations in one (1) quarter without his or her consent. The Association President shall be allowed an opportunity to resolve the issue in a manner not necessitating a fourth preparation. If the President has a resolution that avoids a fourth preparation and does not reduce a staff member's FTE, the administration will accept that resolution. If the administration does not follow the process, or accept the resolution, the association will be paid \$1500 per quarter per course.

2. This provision shall not apply to any instrumental or vocal music teaching positions.

APPENDIX F

LETTER OF AGREEMENT

between

Brighton Area Schools and Brighton Education Association

1. The parties agree that unless and until otherwise negotiated through the bargaining process, when any position is required to be posted pursuant to the Professional Agreement between BAS and BEA, the following steps are required to be taken by BAS:
 - A. Position will be posted (hard copy) in the teacher mailroom in each school building
 - B. Position will be posted on the district intranet
 - C. A copy of the posting will be sent to the BEA President via GroupWise e-mail (or hard copy) on the date that it is posted pursuant to steps A and B above

2. Any postings made during a summer recess from school shall be posted for a two week (14 day) period.

APPENDIX G

LETTER OF AGREEMENT

between

Brighton Area Schools and Brighton Education Association

The parties agree that if any teacher is notified pursuant to Article 12, Section A.3. of the Professional Agreement that his/her tentative assignment for the next school year will result in an involuntary transfer from one secondary department to another secondary department, one elementary grade level to another elementary grade level, or from one building to another as a result of staffing, the following conditions will apply.

1. Any such notice of a tentative assignment resulting in an involuntary transfer as described above, will include the teacher's address on file with the Human Resources Department.
2. A form will be provided along with any such notice for the teacher to complete and return to the Human Resources Department indicating the address to which communications should be sent to the teacher. If such form is not completed and returned, any communications required to be sent pursuant to this Letter of Agreement will be mailed to the teacher's address on file with the Human Resources Department.
3. If any teaching vacancies arise between the date that the notice of involuntary transfer described in the introductory paragraph above is provided to a teacher, and the first day of student instruction for the new school year, a copy of the posting for each such vacancy shall be sent by certified mail to each teacher receiving a notice of involuntary transfer.

APPENDIX H

LETTER OF AGREEMENT

between

Brighton Area Schools and Brighton Education Association

1. The parties agree that for the duration of the 2007-2010 contract, elementary fine arts classes will be 45 minutes in length.
2. Fine arts teachers at an elementary building may collectively agree to use their 90 minutes of daily prep time as follows:
 - a. Forty-five (45) minutes of consecutive prep time prior to student instruction at the start of the school day, except the two days a month when such teachers will attend staff meetings.
 - b. The remaining forty-five (45) minutes may be divided to fit the needs of the teachers' schedules.
 - c. Fine arts teachers in buildings making this selection will have two (2) planning days during the year.

APPENDIX I

Letter of Agreement
between
Brighton Area Schools
and
Brighton Education Association

If additional hours of instruction are required beyond 1098 hours in 2000/2001, the additional time will be added to the calendar. Teachers will be paid their per diem rate of pay in an off schedule lump sum payment in their final pay of the school calendar.

APPENDIX J

Letter of Agreement
between
Brighton Area Schools
and
Brighton Education Association

The parties agree to the following:

The school calendar for the 2000-2001 school year reflects a fundamental change in the way the Brighton Education Association and the Board view the current out of classroom professional responsibilities of teachers. The change is reflected in the fact that teachers will not be required to remain at school, as is currently required, to prepare for the start of school and record-keeping responsibilities. This change in no way lessens these current professional responsibilities of teachers.

Brighton Education Association
9/1/2007–8/31/2010

APPENDIX K

Letter of Agreement
between
Brighton Area Schools
and
Brighton Education Association

The parties agree to the following:

The District agrees to follow the Michigan Department of Education guidelines as they relate to students assigned as student assistants in lieu of academic classes.

APPENDIX L

LETTER OF AGREEMENT

between

Brighton Area Schools and Brighton Education Association

The parties agree to adopt the job descriptions created by the joint bargaining team's Schedule B subcommittee for non-athletic Schedule B positions. The job descriptions shall be dated and will only be changed by mutual agreement.

The parties agree that during the 2006-2007 school year they will negotiate a process for the implementation of any newly created Schedule B positions.

The parties agree to eliminate the position of Assistant High School Student Council Advisor position and create a second High School Student Council Advisor position.

The parties agree that there exists unresolved issues concerning the positions, appointments, and stipends for extra duty assignments (also known as "paid volunteers") not listed in the Schedule B section of the contract and to work on resolving these issues during the 2006-2007 school year. Should the parties fail to come to any resolution regarding these matters, there will be no stipends paid for any voluntary positions not delineated in the contract beyond the 2006-2007 school year.

Any agreements made regarding these issues after ratification of the contract are subject to the ratification process of both parties.

*Brighton Education Association
9/1/2007-8/31/2010*

APPENDIX M

**Brighton Area Schools
Release Time Request Form**

Today's Date: _____

Name(s): _____

Requested Date: _____

Location: _____

Purpose for Release Time:

Request Approved: _____

Request Denied: _____

Rationale for Denial:

Administrator's Signature

Date -- Within two days of submitted request

cc: BEA President

APPENDIX N

2007/2008 SCHOOL CALENDAR

AUGUST	27-29 30	Thur	Professional Development Academy ** <u>NO SCHOOL</u> – Students – Opening Day/ (am PD) (Teacher Prep Location of Choice p.m.)
SEPTEMBER	3 4 5	Mon Tues Wed	<u>NO SCHOOL</u> – Students or Staff – <u>LABOR DAY RECESS</u> <u>HALF DAY</u> for students 1-12 (1-12 Students Report in a.m.) Kindergarten Teacher Prep a.m. P.M. Kindergarten Orientation – p.m. students in p.m. <u>FULL DAY</u> for students K-12 A.M. Kindergarten Orientation – p.m. students report in p.m.
OCTOBER			
NOVEMBER	2 12 13 21-23 26	Fri Mon Tue Wed-Fri Mon	<u>No School</u> for students K-12 – Professional Development in a.m. Teacher Records p.m. Location of Choice - <u>END OF FIRST MARKING PERIOD</u> <u>NO SCHOOL</u> for Students – Professional Development/Conferences <u>NO SCHOOL</u> for Students – Professional Development/Conferences <u>NO SCHOOL</u> – Staff or Students - Thanksgiving Recess <u>SCHOOL RESUMES</u>
DECEMBER	21	Fri	<u>WINTER RECESS</u> - Begins End of Day
JANUARY	7 21 25	Mon Mon Fri	<u>SCHOOL RESUMES</u> <u>NO STUDENTS</u> - Staff Reports - Professional Development <u>NO STUDENTS</u> – PD/Teacher Records p.m. Location of Choice <u>END OF FIRST SEMESTER</u>
FEBRUARY	15 18 19	Fri Mon Tues	<u>NO SCHOOL</u> – Staff or Students – <u>MID WINTER RECESS</u> <u>NO SCHOOL</u> - Staff or Students - <u>MID WINTER RECESS</u> <u>SCHOOL RESUMES</u>
MARCH	4 11 21 31	Wed Tues Fri Mon	<u>NO SCHOOL</u> for Students – Professional Development/Conferences <u>JUNIORS ONLY ATTEND</u> - ACT Testing (No School for staff and all other grades) <u>NO SCHOOL</u> – Staff or Students – Spring Recess Begins <u>SCHOOL RESUMES</u>
APRIL	4 24	Fri Thur	<u>NO STUDENTS</u> – Professional Development/Records (Location of Choice) <u>END OF THIRD MARKING PERIOD</u> <u>NO STUDENTS</u> – Staff Reports – Professional Development
MAY	26	Mon	<u>NO SCHOOL</u> - Memorial Day
JUNE	13	Fri	<u>HALF DAY</u> Grades K-12 (p.m. kindergarten reports in a.m.) <u>LAST DAY OF SCHOOL</u> <u>END OF SECOND SEMESTER</u> Teacher check out in p.m. (June 13 assumes equivalent of 30 hours or less Act of God time)

1ST Qtr (43)

2nd Qtr (43)

3rd Qtr (40)

4th Qtr (48)

First Semester 86 Student Days – 93 Teacher Days

Second Semester 88 Student Days – 91 Teacher Days

Instructional Hours: 1060

PD Hours: 38

Teacher Hours: 1101

Brighton Education Association
9/1/2007–8/31/2010

2008/2009 SCHOOL CALENDAR

SEPTEMBER	1	Mon	<u>NO SCHOOL</u> - Students or Staff - <u>LABOR DAY RECESS</u>
	2	Tues	<u>NO SCHOOL</u> - Students – Opening Day/Professional Development
	3	Wed	<u>HALF DAY</u> for students 1-12 (1-12 Students Report in a.m.) p.m. PD Kindergarten Teacher Prep a.m. P.M. Kindergarten Orientation – p.m. students in p.m
	4	Thurs	<u>FULL DAY</u> for students K-12 A.M. Kindergarten Orientation – p.m. students report in p.m.
OCTOBER	1	Wed	2 Hour - Delayed Start – Professional Development
	31	Fri	<u>END OF FIRST MARKING PERIOD (K-12 All Day)</u>
NOVEMBER	4	Tues	<u>No School</u> for students – Professional Development in a.m. Teacher Records in p.m. Location of Choice
	12	Wed	<u>NO SCHOOL</u> for Students - - Professional Development / Conferences
	13	Thurs	<u>NO SCHOOL</u> for Students - - Professional Development / Conferences
	26-28	Wed-Fri	<u>NO SCHOOL</u> for Students or Staff - <u>THANKSGIVING RECESS</u>
DECEMBER	1	Mon	SCHOOL RESUMES
	3	Wed	2 Hour - Delayed Start – Professional Development
	19	Fri	<u>WINTER RECESS</u> Begins end of day
JANUARY	5	Mon	SCHOOL RESUMES
	19	Mon	<u>NO SCHOOL</u> for students – Staff Reports – Professional Development
	23	Fri	<u>NO SCHOOL</u> for students – Professional Development in a.m. Teacher Records in p.m. (Location of Choice) <u>END OF FIRST SEMESTER</u>
FEBRUARY	4	Wed	2 Hour - Delayed Start – Professional Development
	13	Fri	<u>NO SCHOOL</u> - Students or Staff <u>MID-WINTER RECESS</u>
	16	Mon	<u>NO SCHOOL</u> - Students or Staff - <u>MID-WINTER RECESS</u>
	17	Tues	SCHOOL RESUMES
MARCH	4	Wed	<u>NO SCHOOL</u> for students – Professional Development / Conferences
	10	Wed	<u>JUNIORS ONLY ATTEND</u> – ACT Testing (No School for staff and all other grades)
	31	Tues	<u>NO SCHOOL</u> for students – Professional Development in a.m. Teacher Records in p.m. (Location of Choice) <u>END OF THIRD MARKING PERIOD</u>
APRIL	6	Mon	<u>NO SCHOOL</u> for Students or Staff <u>SPRING RECESS</u> Begins
	14	Tues	SCHOOL RESUMES
MAY	6	Wed	2 Hour – Delayed Start – Professional Development
	25	Mon	<u>NO SCHOOL</u> for Students or Staff <u>MEMORIAL DAY RECESS</u>
JUNE	10	Wed	<u>HALF DAY</u> Grades K-12 (p.m. kindergarten reports in a.m.) <u>LAST DAY OF SCHOOL</u> <u>END OF SECOND SEMESTER</u> Teacher check out in p.m. (June 10 assumes equivalent of 30 hours or less Act of God time)

1st Qtr (42.5)

2nd Qtr (42)

3rd Qtr (42)

4th Qtr (43.5)

First Semester 84.5 Student Days – 90 Teacher Days

Second Semester 85.5 Student Days – 88 Teacher Days

Student hours: 1,060

Professional Development: 38

Teacher Hours: 1101

The BEA and Board will review the effectiveness of the 2008-2009 starting and ending times to decide whether any changes need to be made for the year 2009-2010 school year.

Brighton Education Association
9/1/2007–8/31/2010

2009/2010 SCHOOL CALENDAR

SEPTEMBER	3	Thurs	<u>NO SCHOOL</u> - Students – Opening Day/Professional Development <u>NO SCHOOL</u> - Students or Staff - <u>LABOR DAY RECESS</u> <u>HALF DAY</u> for students 1-12 (1-12 Students Report in a.m.) Kindergarten Teacher Prep a.m. P.M. Kindergarten Orientation – p.m. students in p.m. <u>FULL DAY</u> for students K-12 A.M. Kindergarten Orientation – p.m. students report in p.m.
	7	Mon	
	8	Tues	
	9	Wed	
OCTOBER	7	Wed	2 Hour -Delayed Start – Professional Developments
NOVEMBER	6	Fri	<u>NO SCHOOL</u> for Students – Professional Development in a.m. Teacher Records in p.m. (Location of Choice) <u>END OF FIRST MARKING PERIOD</u> <u>NO SCHOOL</u> for Students - Professional Development / Conferences <u>NO SCHOOL</u> for Students - Professional Development / Conferences <u>NO SCHOOL</u> for Students or Staff - <u>THANKSGIVING RECESS</u> SCHOOL RESUMES
	18	Wed	
	19	Thurs	
	25—27	Wed—Fri	
	30	Mon	
DECEMBER	2	Wed	2 Hour - Delayed Start – Professional Development <u>WINTER RECESS</u> Begins end of day
	22	Tues	
JANUARY	4	Mon	SCHOOL RESUMES <u>NO STUDENTS</u> - Staff Reports - Professional Development <u>NO SCHOOL</u> for students – Professional Development in a.m. Teacher Records in p.m. (Location of Choice) <u>END OF FIRST SEMESTER</u>
	18	Mon	
	22	Fri	
FEBRUARY	3	Wed	2 Hour - Delayed Start – Professional Development <u>NO SCHOOL</u> - Students or Staff <u>MID-WINTER RECESS</u> <u>NO SCHOOL</u> - Students or Staff - <u>MID-WINTER RECESS</u> SCHOOL RESUMES
	19	Fri	
	22	Mon	
	23	Tues	
MARCH	3	Wed	<u>NO SCHOOL</u> for students - - Professional Development / Conferences <u>JUNIORS ONLY ATTEND</u> - ACT Testing (No School for staff and all other grades)
	9	Wed	
APRIL	1	Thurs	<u>NO SCHOOL</u> for students – Professional Development in a.m. Teacher Records in p.m. (Location of Choice) <u>END OF THIRD MARKING PERIOD</u> <u>NO SCHOOL</u> for Students or Staff <u>SPRING RECESS</u> Begins SCHOOL RESUMES
	2	Fri	
	12	Mon	
MAY	5	Wed	2 Hour – Delayed Start – Professional Development <u>NO SCHOOL</u> for Students or Staff <u>MEMORIAL DAY RECESS</u>
	31	Mon	
JUNE	11	Fri	<u>HALF DAY</u> Grades K-12 (p.m. kindergarten reports in a.m.) <u>LAST DAY OF SCHOOL</u> <u>END OF SECOND SEMESTER</u> Teacher check out in p.m. (June 11 assumes equivalent of 30 hours or less Act of God time)

1st Qtr (42.5)

2nd Qtr (40)

3rd Qtr (44)

4th Qtr (43.5)

First Semester 82.5 Student Days – 89 Teacher Days

Second Semester 87.5 Student Days – 90 Teacher Days

Student hours: 1,060

Professional Development: 38

Teacher Hours: 1101

APPENDIX O

Important Contract Dates

August 31 st	2010 Duration of professional agreement (the contract) expires
September	Employees can change the amount deducted for TSA Open enrollment to choose Plan A or Plan B for Health Insurance *Early Resignation Incentive annual installment paid to retirees
October	Schedule B payments: those electing ½ in each semester paid <u>2nd</u> check Teachers changing salary track (column) second semester must notify HR (in writing)
November	Longevity: deposited into 403b account first pay of November.
December	Employees can change amount deducted for TSA
January	Employees can change the amount deducted for TSA 25% of <u>fall</u> sports coaching positions posted
February	Schedule B - last half payment – 1 st check
March 1 st 1st 1st	Shared or part-time schedule request form to District & BEA Employees on leave must notify the District & BEA of return (in writing) Employee request for transfer sent to District & BEA Employees on layoff should notify the District & BEA they are available for recall
April 1 st 1st 15 th 30 th	Employees can change amount deducted for TSA Final written evaluation for tenure is due for probationary teachers Last evaluation for probationary teachers must be completed Curriculum Coordinator positions posted 25% of <u>winter</u> sports coaching positions posted Final date to notify teachers of layoff for the fall
May 1 st 15th 30th	Deadline for retiring teachers to elect Plan C health insurance option 25% of all <u>non-athletic</u> Schedule B positions posted in each building Curriculum Coordinators appointed
June 30th	teachers notified of their assignments for next year (by last teacher day) last day for teachers to turn in course work for tuition reimbursement
July 1 st 1 st 31st 31st 31st	Deadline for teachers changing salary track (column) in the fall to notify HR (in writing) 25% of <u>spring</u> sports coaching positions posted on BAS website Deadline to notify payroll if changing number of pays per year. *Amendments to starting and ending times provided to staff *Teachers notified of MESSA contribution amount and schedule of deductions

*If applicable