

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE
BERKLEY SCHOOL DISTRICT
AND THE
BERKLEY EDUCATION
ASSOCIATION, MEA/NEA

2015-2016

2016-2017

2017-2018

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AGREEMENT

This Agreement entered into this 8th day of June, 2015, effective August 29, 2015, by and between the Board of Education of the Berkley School District, Berkley, Michigan, hereinafter called the "Board" and the Berkley Education Association, a nonprofit incorporated body under the laws of the State of Michigan, hereinafter called the "Association".

PREAMBLE

The Berkley Education Association, MEA-NEA, and the Board of Education of the Berkley School District hereby affirm their mutual interest in the development of educational programs of the highest quality, consistent with community resources, for the benefit of the students and the Berkley School District community and their recognition of teaching as a public trust and a professional calling.

WHEREAS, The Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, and amended in June 1973, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment.

NOW THEREFORE, IT is agreed:

ARTICLE I
Recognition

Section 1 The Board recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of Michigan 1965, for all regular, certified teaching personnel and ancillary staff. Ancillary staff refers specifically to non-certificated counselors, media specialists, psychologists, speech pathologists, and social workers (excluding substitute/guest teachers, adult and continuing education teachers, directors, administrators, and all other employees) as certified on February 2, 1966. The term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.

Section 2 The Board agrees not to negotiate with any teacher or teacher organization other than the Association with respect to wages, hours, terms and conditions of employment for teachers covered by this Agreement for the duration of this Agreement.

Section 3 For all items of this contract, and in all areas of employment, all Ancillary staff who are fully approved, certified or licensed by the State Department of Education or the State Department of Licensing and Regulation shall enjoy all rights and privileges guaranteed to certified tenure teachers under this contract. This shall include the right to due process with the right to administrative hearings before the Superintendent and hearings before the Board in the event of disciplinary action, demotion, or dismissal. Each educator shall have the right to have a representative of his/her choice present at such hearings.

This shall not be construed to extend to Ancillary staff the right to a hearing before the Michigan Teacher Tenure Commission unless such right is guaranteed by state law.

Section 4

A. Pursuant to the Michigan Public Employment Relations Act (PERA), the Board hereby agrees that every teacher shall have the right to organize or chose not to organize, to join or chose not to join, and to support or chose not to support the Association for the purpose of collective bargaining.

ARTICLE II **Board Rights and Responsibilities**

Section 1 The Board, on its own behalf and on behalf of the electors of the school district, hereby retain and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to, subject to the terms and conditions of this Agreement:

- A. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the Berkley School District.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
- C. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees in keeping with accepted professional responsibilities, determine the size of the work force and to pay employees.
- D. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the

administrative work of the District.

- E. Determine the policy affecting the selection, testing, or training of prospective employees. This includes passing an employment physical.

Section 2 In meeting such responsibilities, the Board acts through its administrative staff. The Board and administrative staff shall be free to exercise all of its managerial rights and authority subject to the terms and conditions of this Agreement.

Section 3 The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

ARTICLE III ANCILLARY STAFF EVALUATIONS

The Evaluation model and process that was developed during 2012-13 school year, and implemented in the 2013-14 school year, shall be used for Ancillary Staff. However, the Association reserves the right to negotiate an alternative model if any substantive changes are proposed to the current one.

ARTICLE IV Association Rights and Responsibilities

Section 1 The Board will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his/her membership in or participation in the activities of the Association.

Section 2 The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such

public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board and the Association agrees to be bound by any lawful order or award thereof.

Section 3 The Board grants the Association the right to the reasonable use of school premises for its professional or business meetings upon the prior written request made by the Association and approved by the Superintendent or his/her designee. The Association agrees to pay any overtime costs for use of facilities which may be incurred by the Board.

Section 4 No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises.

Section 5 The Board shall designate a bulletin board or an adequate portion thereof in each building for the posting of Association business notices and social announcements. All such notices, or announcements, shall contain the signature of an Association official.

Section 6 The Association will have access to all means of communications for its business notices and social announcements. The public address system may be used by the Association at the normal time for such announcements. A copy of all informational announcements, questionnaires, surveys, evaluations, and other general membership distributions or circulations initiated by the Berkley Education Association shall be given to the building principal and a copy sent to the Assistant Superintendent at the time of such distribution or circulations.

Neither the Berkley Education Association nor any of its members shall contact any outside agency or organization or vendor on behalf of the Berkley School District for the purpose of seeking advice, counsel, making purchases or acquiring services, or support without the express permission of the appropriate administrator.

Section 7 The Board agrees to furnish to the Association, in response to requests, copies of all available public information concerning the financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, informed and

constructive programs on behalf of teachers. The Board also agrees to provide the Association such information as may be necessary for the Association to process any grievance or complaint.

The Board shall make available for the Association all documents which are freely available to the public. It shall not be required to provide the Association with management documents such as Budget Responsibility Reports nor to compile information not available to the general public.

Section 8 The Board shall give due consideration to place on the agenda of any regular Board meeting, matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office by the close of the business day on the Wednesday prior to said regular Board meeting.

Section 9 The Association President shall be half-time released at Board expense for the performance of Association business and coordinating the mentor program and new teacher training along with District representation. The Board maintains right of assignment. The Association President shall be considered to be employed full time by the Board for all purposes during the term of office.

Section 10 The Association shall be given, upon the authorization of the Association President, thirty (30) days release time to be utilized by Association officers or representatives for attendance at professional activities such as professional conferences, workshops, R.A. Assemblies and grievance proceedings. Said days shall accumulate from year to year. An additional fifteen (15) days of released time will be granted and the Board will be reimbursed by the Association for each of these days used at the current substitute rate. The last five (5) days will be used subject to the approval of the Director of Schools and Human Resources.

Section 11 The BEA President and designee of the Board will confer regarding assignment of members to District committees.

ARTICLE V
Teacher Rights and Responsibilities

Section 1 Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable Civil Service laws and regulations. The rights granted hereunder to the teachers shall be in addition to those provided elsewhere.

Section 2 Teachers shall be entitled to full rights of citizenship and no lawful religious or political activity of any teacher, or lack thereof, shall be grounds for any discrimination or discipline with respect to the professional employment of such teacher; provided, however, that no teacher shall engage in any religious or political activity in the course of his/her school day employment.

Section 3 The Association and the teachers recognize it is neither their function nor right to assume administrative responsibilities. The teacher recognizes his/her responsibility to uphold and hereby agrees to uphold, all written policies, written rules, and written regulations promulgated by the Board, providing those policies, rules and regulations are not in conflict with this Agreement. To this end the District's Employee Reference Handbook, which contain teacher professional responsibilities, school rules and regulations, will be given to teachers. In addition, a copy of the school district's policy manual and updates will be available to teachers upon request.

Section 4 It is agreed to by the parties that the evaluation of students is the responsibility of the teaching staff. No grade may be changed unless either the teacher who issued the grade concurs or the majority of the Grade Review Panel approves of the change. The Grade Review Panel shall be composed of three (3) teachers selected by the Association, one (1) Board member and the Superintendent or his/her designee. Should the teacher not concur and the panel approve the grade change, the teacher may appeal the decision to the Board. The decision of a majority of the board members elected and serving will be final.

Section 5 The management of students during the school day is an integral part of every professional educator's responsibility, and therefore, all professional educators shall take appropriate and effective action to promote conditions in school buildings and on school property which are conducive to good discipline.

Section 6 The Association and the teachers recognize the responsibility to implement the philosophy, goals, objectives, and curriculum as adopted by the Board.

Section 7 The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices, shall be strictly prohibited. All monitoring or observation of the work of the teacher shall be conducted openly and with the full knowledge of the teacher.

ARTICLE VI **Teacher Protection**

Section 1

- A. The Board will give support and assistance to teachers with respect to the social workers, law enforcement personnel, physicians, or other professional persons, the teacher shall notify the principal in writing and the principal shall take appropriate and necessary action. The teacher shall be advised in writing of such intended course of action within five (5) school days.
- B. Any discussion between administrators and teachers on issues of discipline or methods of instruction shall be conducted in private and not in the presence of students, parents, or other teachers not directly involved in the particular situation unless there is prior agreement with the teacher.

Section 2

- A. A teacher may remove a student from a classroom to the appropriate administrative office for one class period when in the judgment of the teacher, the persistence of the

misbehavior or the disruptive actions of the student makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal full particulars of the incident in writing within twenty-four (24) hours. For purposes of this section, an elementary period shall be defined as one (1) forty-five (45) minute period of time. The administrator will consult with the teacher on a course of action within twenty-four (24) hours. In the event of a serious offense, the teacher may immediately remove the student from the classroom to the appropriate administrative office provided that full particulars are furnished to the principal in accordance with procedures outlined on the conduct referral form. This should be done as expeditiously as possible. The principal or assistant principal shall determine the appropriate action to be taken. The teacher shall be advised in writing of such action or intended course of action within two (2) school days following receipt of the above mentioned statement.

- B. When three charges of serious misconduct, as determined by mutual agreement of principal and teacher, are filed on a student in any one semester, a formal disciplinary hearing may be initiated by the teacher. The hearing will be convened by the principal or his/her designee in accordance with due process requirements. Any or all action to be taken by the principal or his/her designee must be reported in writing to the teacher involved within two school days of the filing of the third referral form.
- C. Upon the fourth charge of misconduct, as mutually determined by the principal and teacher, notification will be sent to the Superintendent. The teacher will be notified of any subsequent action.
- D. A teacher also has the option of suspending a student for one day in accordance with MCL 380.1309 (Appendix F-1) and Board Policy 5610 (Appendix F-2).

Section 3 Any complaints by a parent, student, teacher, or other shall be promptly called to the teacher's attention. No formal action shall be taken upon any such complaint, nor shall any notice thereof be included in said teacher's personnel file unless such matter is brought to the attention of the teacher concerned and a copy of such complaint, if the complaint was made in writing, is given to said teacher. All information forming the basis for disciplinary action will be made available to the teacher and the association. The teacher will have the opportunity to attach a written reply to the complaint. In addition, the teacher may request a hearing with the appropriate administrators. A representative of the Association may be present. If any questions of breach of professional ethics on the part of the teacher is involved, the Association shall be notified.

Section 4 Teachers shall observe all written rules concerning discipline of students as are established by the Board and the State of Michigan under Public Act 290, 1964. In the event criminal or civil proceedings are brought against any teacher in the course of his/her employment, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such teacher. In the event the Board refuses to furnish counsel and the teacher ultimately is found not guilty, the Board will fully reimburse the teacher for legal counsel fees expended. The teacher shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the teacher, excluding any legal fees paid by insurance or other sources.

Section 5

- A. Any incident of assault on a teacher shall be immediately reported, by the principal, to the Superintendent.
- B. In the event of legal action resulting from an incident of assault on a teacher, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such teacher. In the event the Board refuses to furnish counsel

and the teacher is ultimately upheld by the courts in such action, the Board will fully reimburse the teacher for legal counsel fees expended. The teacher shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the teacher excluding any legal fees paid by insurance or other sources.

Section 6 Time lost by a teacher in connection with any justifiable incident mentioned in this Article, shall not be charged against the teacher.

Section 7 No material of a negative nature originating after original employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher 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 teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall signature be interpreted to mean agreement with the content of the material.

Section 8 A teacher will have the right to review the contents of all records of the district pertaining to the said teacher, originating after original employment, excluding confidential recommendations, and to have a representative of the Association accompany him/her in such review.

Section 9 Any action taken against a member not covered by the Tenure Act including discipline, demotion, or discharge, shall be for reasonable and just cause and appropriate to the behavior which precipitated such action. Any action taken against a member covered by the Tenure Act shall not be for reasons that are arbitrary and capricious and shall be appropriate to the behavior which precipitated such action.

Section 10 If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be entitled to have a representative of the Association present. Whenever a teacher shall meet with an administrator, and such meeting will result in disciplinary action, the administrator shall notify the teacher of the purpose of the meeting prior to beginning the meeting, and notify the teacher of his/her right to representation. If the teacher requests representation, no further action or discussion shall take place until a representative of the Association appears, which shall in all cases be within two (2) work days.

Section 11 If a teacher is injured in the course of employment, free medical, surgical, or hospital care shall be furnished by the Board at a designated medical facility for the initial visit. Subsequent medical care may be pursued at a medical facility chosen by the teacher as provided under the Worker's Disability Compensation Act.

Section 12 In the event a teacher becomes disabled during the course of the school year, he/she may be given consideration for employment in another capacity in the district.

Section 13 In the event that the Berkley School District should be involuntarily or voluntarily annexed through action taken by judicial bodies (courts) or administrative bodies (State Board of Education, Intermediate School District) or consolidated with another district(s), teachers of the Berkley Public Schools shall maintain seniority rights, tenure status, or probationary status as well as other employment rights as have been provided prior to any annexation or consolidation.

Any annexation or consolidation through action taken by courts or any administrative body of the State of Michigan or the electorate shall not cause a member of the bargaining unit to lose or diminish leave rights, salary, salary status, fringe benefits, employment rights, or other rights provided by this contractual Agreement or rights provided by the statutes or constitutions of the State of Michigan or the United States.

Section 14 Persons other than administrators shall be allowed in teachers' classrooms only according to the following guidelines:

- A. The teacher will be notified at least 24 hours prior to the visitation.
- B. The teacher will be informed of the purpose of the visit.
- C. The teacher will have the opportunity to inform the administration and the person making the visitation of their teaching plans prior to the visitation.
- D. Where the person is not a regular employee of the District, such visits shall be limited to one (1) visit per week without the expressed permission of the teacher.

Section 15 Bargaining unit members who are not routinely required to make home visits with students and/or parents as a part of their normal duties shall: 1) be accompanied by an administrator or other authorized school district designee; 2) be covered by the school liability insurance with at least \$1,000,000.00 coverage inclusive of his/her automobile; 3) be authorized by the appropriate administrator, and 4) be reimbursed for mileage and time spent, including travel, at the appropriate IRS and personal hourly rates for the teachers.

Bargaining unit members who are required to perform such home visits as part of the daily duties are excluded from #1 above, unless circumstances warrant; consultation with the Student Services Director can activate #1.

Section 16 For new District adopted curriculum, training shall be provided for staff before implementation.

Section 17 In the event that software/technology programs are not functioning properly, the due date of any work assignment dependent upon such software or technology shall be adjusted accordingly to allow for adequate completion of necessary work.

Section 18 Consideration will be given to limit District meetings, due dates, inservice, etc., during parent/teacher conference and report card weeks.

Section 19 The District will maintain consistent practices for communicating expectations

regarding district-wide initiatives (e.g. report cards).

ARTICLE VII
Teaching Hours and Teaching Load

Section 1

- A. All staff shall be on the school premises by such time as they individually require to prepare and be ready for the commencement of the normal student day and shall be required to remain on duty throughout the normal student day.
- B. The building administration retains the right to call upon teachers to assist in the management of the building when deemed appropriate and necessary on a temporary basis to restore and/or maintain order. All staff will continue to assume their responsibility for guidance and leadership of student behavior at all times during the school day.

Section 2 All bargaining unit members shall receive a duty free uninterrupted lunch

period according to the following schedule:

High School	-	45 minutes
Norup K-8	-	50 minutes
Anderson Middle School	-	45 minutes
Elementary School	-	45 minutes

Time required to travel between buildings shall not be counted as a portion of any teacher's lunch period.

Section 3

- A. The Board will attempt to provide relief periods for all teachers servicing elementary buildings through procedures mutually established by the staff in each building. However, it is understood that said relief periods will no longer be guaranteed.
- B. Time required to travel between buildings shall not be counted as a portion of any

teacher's preparation and/or relief period. Generally, fifteen (15) minutes will be scheduled for this purpose unless the distance between buildings or other unique circumstances require additional time up to twenty (20) minutes.

- C. Senior high and middle school counselors and media specialists shall have relief periods equal to the teachers' preparation time to be approximately equally divided between the morning and the afternoon. This access to relief and/or preparation periods shall also be guaranteed to all other bargaining unit members.

Section 4 – Preparation Periods

- A. High School – The normal classroom teaching load in the high school will be 366 minutes inclusive of a preparation period of not less than sixty one (61) minutes. During this time, each high school teacher shall be assigned to five (5) academic assignments.

However, should a schedule change occur during the life of this Agreement, it is understood that a preparation period will equal the length of a class period.

- B. Middle School - The normal classroom teaching load at Anderson Middle schools will be 355 minutes inclusive of a preparation period of not less than forty-five (45) minutes. During this time, each middle school teacher shall be assigned to six (6) academic assignments.

However, should a schedule change occur during the life of this Agreement, it is understood that a preparation period will equal the length of a class period.

- C. Norup International – The normal classroom teaching load at Norup International will be 365 minutes, inclusive of a preparation period of not less than fifty two (52) minutes for middle school teachers (see Item D for elementary preparation time).

During this time, each middle school teacher shall be assigned to six (6) academic assignments.

- D. Elementary – Each elementary teacher shall receive a minimum of two hundred fifty-five (255) minutes of prep time each week with at least one block of thirty (30) minutes each day.
- E. Itinerants in Multiple Buildings – Itinerant teachers shall receive a minimum of fifteen (15) minutes per day of planning at each building they are assigned, (excluding their initial building assignment) inclusive of the contractual minimums established in Section 3.b and Section 4, A-B in this Article.
- F. When the District requests or only has the need for a part-time teacher schedule, every attempt will be made to place the teacher’s planning period at the beginning or end of the school day or adjacent to the lunch period. If the schedule cannot accommodate this, the teacher will be paid on a prorated per diem basis for the remaining portion of a full planning period.

When the request for a part-time schedule is initiated by a teacher, every effort will be made to place the teacher’s planning period at the beginning or end of the school day or adjacent to the lunch period. No additional compensation will be provided if this schedule cannot be accomplished.
- G. Beginning with the 2015-16 school year, a Release Time Trial will be implemented with a reassessment of the Trial at the end of the 2015-16 school year. The reassessment could result in continuing, discontinuing or modifying this provision.

In unique situations as determined by the building/department administrator, Secondary ELA teachers and Special Education staff may request one (1) Release Day per semester, in coordination with their building administrator, during times where

there's a high volume of paperwork required with strict timelines (grading essays, IEP's).

Section 5 The Board will pay the teacher at his/her hourly rate for time spent in any meeting in excess of thirty-five (35) hours per year, excluding those meetings necessary to resolve student or parent issues. Examples of other meetings also excluded from the thirty-five (35) hour total are: Parent-Teacher Conferences, Curriculum/Open House/Meet the Teacher Nights, Kindergarten Night, and 8th grade Orientation.

For purposes of this Section, the teacher's hourly rate shall be one-tenth of one percent of his/her base salary.

Teachers may meet on a voluntary basis with their building administrator to resolve instructional problems, and to assist in curriculum development and implementation. Administrators and/or designee will attempt to keep the duration of staff development, faculty and/or department to less than seventy-five (75) minutes, and these meetings will commence fifteen (15) minutes beyond the student day.

At least one week's notice will be given for any additional staff meetings to meet the 35 hour requirement and/or any make-up meetings for cancelled staff meetings.

Section 6 The Board will not require teachers to teach as substitutes in excess of their normal weekly teacher load, or in lieu of their normal assignment unless agreed upon by the individual teacher. Should a teacher substitute, remuneration will be on the following basis:

High school – one-sixth (1/6) of one (1%) percent of the BA base salary per period. Two (2) or more teachers may share the substitute responsibility. If this occurs, each teacher shall receive a prorated amount.

Middle school - 1/7 of 1% of the B.A. base salary per period.

Elementary - 1/10 of 1% of the B.A. base salary per art period; 2/3 of 1/10 of 1% of the B.A. base salary per vocal music, foreign language and physical education period.

Section 7 If a teacher is assigned a duty period, such assignment should be of a regular and specific nature. If deviation from the regular schedule is necessary, notice of such must be given before a duty or planning period begins or a teacher will be paid for the period at the hourly/period base rate.

Section 8 The Board will not require a teacher to regularly teach more than the normal teaching load as set forth in this Agreement unless the teacher agrees to such assignment and unless he/she receives additional compensation prorated at one-fifth (1/5) of the teacher's contracted salary for each additional teaching period in a traditional high school schedule, or one-sixth (1/6) of the teacher's contracted salary for each additional middle school teaching period. (See Appendix I)

Itinerant teachers who, because of the varied start and end times of the student day in the different buildings, may work a long day and shall receive additional prorated compensation.

Section 9 Every attempt will be made to keep Elementary Music, Physical Education, Art and Media/Technology classes not less than thirty (30) or more than forty-five (45) minutes for grades K-3; fifty-five (55) minutes for grades 4-5. In no case will any special class be longer than sixty (60) minutes in grades 4-5. Elementary foreign language will not be less than thirty (30) minutes including five (5) minutes passing time, if necessary. Every attempt shall be made to incorporate up to five (5) minutes of passing time between each specials class and grouping by grade levels wherever possible.

Section 10 The scheduling of itinerant teachers is dictated by program and staffing needs. However, the parties recognize that traveling between schools on the same day, and serving more than one school each day presents difficulties. To this end, every attempt will be made to

assign art, music, foreign language and physical education teachers so as to limit the number of buildings serviced and to promote continuity of assignment from year to year. Every attempt will be made to limit the number of buildings to less than four (4) per day. A BEA member representative from each special subject area will sit on the District's Special Subject Schedule Planning committee.

If program and/or staffing needs are such that these goals cannot be attained, the circumstances will be communicated to the teacher and the Association President.

Section 11 Elementary Itinerant teachers shall only be required to mark report cards two (2) times per year, at the end of each semester.

Section 12 Each Library Media Specialist's school year may be extended one week before and one week after the school year. Such time will be remunerated at the individual's per diem salary amount for each day of the extension.

Section 13 Because many of the schools in the District serve as election precincts, schools will be closed (non-attendance day for students) on November Election Days and the calendar will reflect that accordingly. The district will work toward moving precincts out of the school for other election days.

Section 14 Beginning with the 2016-17 school year, the school calendar will reflect 180 days of instruction, approximately 1118 instructional hours, while maintaining the total teacher work hours comparable to those of the 2015-16 school year, all of which will not require any adjustment to the salary grid.

ARTICLE VIII **Teaching Conditions**

The parties recognize that the availability of optimum school facilities for both the student and the teacher is desirable to insure the high quality of education that is the goal of both the

teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school, school facilities and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

Section 1

- A. The parties agree that every effort will be made to keep class sizes to an acceptable number (approximately twenty-seven (27) on a district-wide basis) as dictated by the financial condition of the district, the building facilities available and the availability of qualified teachers.
- B. Departure from any recognized norm may be authorized by the Superintendent. The Superintendent will advise the Association, in writing, prior to such departure.

Section 2

- A. It shall be the goal of the Board to maintain K-2 class size at twenty-six (26) pupils or less and 3-5 class sizes at twenty-eight (28) pupils or less, but in no case shall K-2 class sizes exceed thirty-one (31) pupils or 3-5 class size exceed thirty-three (33) pupils. Further, a one-half (1/2) time paraprofessional shall be assigned to each class that exceeds thirty (30) pupils.
- B. Equity of classroom distribution shall be a district goal. In cases where inequity of class size exists, administrators will confer with the Association and the teachers involved to resolve the issue. Distribution of students shall be as nearly equal as possible among classes at the same grade level within each elementary building and like courses within the same hour at each secondary building.
- C. Split classes will be maintained at a class size level lower than non-split classes at the same grade level in the building. A grade 2-3 split shall not exceed thirty-one (31) pupils.

- D. Class size in the secondary schools shall be established not later than the official student count day of each semester on the number of student contacts per day as follows:

High School (Traditional Schedule):

- (1) With five (5) high school classes a maximum of one hundred fifty (150) student contacts per day.
- (2) With four (4) high school classes a maximum of one hundred twenty (120) student contacts per day.

Middle School:

- (1) With six (6) middle school classes, a maximum of one hundred eighty (180) student contacts per day.
- (2) With five (5) middle school classes a maximum of one hundred sixty (160) student contacts per day.

Part-time teachers assigned to fewer classes than those listed above and teachers assigned to both the high school and middle school will count their maximum allowable student contacts per day as a pro rata portion of the above.

- (3) Should any secondary teacher's student contacts exceed the above, a paraprofessional on a half-time basis will be available on request to said teacher for non-instructional purposes on all teacher duty days.

- (4) Excluded from above:
Orchestral Music (Every attempt will be made to keep
5th grade at 33)

Vocal Music (Every attempt will be made at the Elementary and Middle School to keep class size at 40).

Physical Education classes (except those that require a normal classroom setting for a minimum of one-third (1/3) of the class periods in a given

semester). Also PE Pool classes will be limited to 30; weight training limited to 40.

Keyboarding

Instrumental Music (Every attempt will be made to keep
5th grade at 33)

Study Hall

- (5) Nothing in the foregoing sections will be interpreted to preclude such practices as large group/small group instruction team teaching, etc., if they are considered educationally sound and practical and with the mutual agreement of the teacher(s) involved.

E. No middle school or high school class shall exceed thirty-four (34) pupils except for classes identified in D, (4) above.

F. Distribution of certified special education students and E.S.L. students will be as nearly equal as possible among classes at the same grade level within each elementary building and like courses at each secondary building. Additionally, the Board and the Association recognize that when significant numbers of impaired students are mainstreamed into general education classes, that the teacher's ability to provide a quality education for all students in the class may be impaired unless additional assistance or resources are provided. It is therefore agreed that where balancing as provided in this provision does not alleviate this problem due to the existence of one section classes or scheduling difficulties, where the number of such students in a class or where the severity of the student's impairment dictates special plans, curriculum, or measuring devices, the teacher may request the district to provide him/her with additional assistance to ensure educational quality for all students. In such cases, when the teacher has made a request to the building principal, the principal shall meet with the teacher to discuss possible ways to alleviate the problem. If the principal cannot alleviate the problem, he/she shall inform the teacher in writing regarding

the reasons why it is not within his/her ability to resolve. If the teacher is not satisfied with the response of the principal to the identified problem, the teacher may appeal via the grievance procedure.

- G. Class size provisions shall be in effect throughout the length of the Master Agreement.

Section 3

- A. The parties agree that in cases of mainstreaming students with disabilities, all other factors being equal, preference shall be given to placing them at their home schools.
- B. Any teacher may ask that the program of an impaired student assigned to that teacher be reviewed by an appropriate team of staff. The administration shall convene such a case review and invite the referring teacher to attend.
- C. Any teacher serving Special Education, E.L.L., or high needs students may request the convening of a support team to assist that teacher in the delivery of instruction. If training is necessary, such training shall be provided during the school day. If said training cannot occur during the school day, it shall be remunerated at the established hourly/per diem rate.
- D. If a general education teacher is required to attend a special education/E.L.L. meeting (e.g, I.E.P.'s, M.E.T.'s, etc.) which requires he/she use more than one planning period in a week, the principal will provide that teacher with equivalent planning time lost within the next five (5) school days.
- E. In the event that a special education teacher's planning time has been impacted, every reasonable effort will be made by the building principal to give the teacher additional planning time by providing a guest teacher to equal planning time lost.
- F. Every effort will be made to limit attendance at special education/E.L.L. meetings to forty-five (45) minutes per week during the classroom teaching load time for each

general education teacher.

- G. No teacher shall routinely be required to perform medical or hygienic procedures on a student. This does not preclude the need for the teachers to be trained to carry out these responsibilities in emergency situations.

Section 4 The Board recognizes the need for appropriate instructional supplies and equipment. According to the District schedule for regular review of content areas, Board and teachers will confer for the purpose of improving and updating the curriculum to meet standards. This review process shall result in the recommendation of appropriate educational tools and materials which will be considered by the Board of Education for formal adoption per Board policy.

Section 5 The Board shall make available in each school, adequate lunchroom, lounge, and lavatory facilities and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

Section 6 The Board will make available:

- A. A separate desk and/or file cabinet for each teacher with lockable drawer space in each building to which the teacher is assigned. In addition, the Board shall provide lockable storage space for personal belongings and teaching materials in each building.
- B. Adequately maintained parking facilities.
- C. Adequate chalkboard/whiteboard space in every classroom.
- D. Attendance books, paper, pencils, pens, chalk, erasers, dry erasers, markers and other equipment and materials required in daily teaching responsibility. The required equipment shall be maintained in good working condition, within the limits of the adopted budget.
- E. Suitable locker space for the storage of coats and personal articles.

- F. Copies, exclusively for each teacher's use, of teacher's editions of texts used in each of the courses he/she is to teach.
- G. Clean and well maintained facilities.
- H. Teachers shall be provided with a private area with adequate telephone and computer access. The Board will continue to permit teachers to use telephones for professional calls and brief personal calls. These calls must be made during preparation, break time, before or after school hours.
- I. Equipment suitable for transporting and securing supplies when a teacher is assigned in more than one room.
- J. Adequately prepared classrooms ready for instruction.

ARTICLE IX **Assignments**

Section 1 All assignments shall be made at the discretion of the administration.

Administration shall place teachers who satisfy the certification requirements of any applicable State

and/or Federal legislation, regulation, or guideline related to the bargaining unit position at issue.

Section 2 Teachers shall be notified in writing of their teaching program, schedule and room assignments for the ensuing year by the last day of the school year as defined by the school calendar when possible. All others shall be notified at the earliest possible date. However, in no case shall notification be given later than two (2) weeks prior to the opening of school. This minimum notice shall also apply to the second semester of the high school schedule. Should circumstances or conditions arise which necessitate a change of schedule or assignment after the teacher has been notified, the administration shall inform the teacher involved and discuss such changes and the reasons involved.

Section 3 In order to facilitate scheduling teaching assignments for the ensuing school year, teachers desiring a change in grade and/or subject assignment within the same building shall notify the administration in writing prior to May 1 of the current school year and those requests will be kept on file for one year.

Section 4 Berkley teachers will be given preference in filling paid support positions such as ticket seller, ticket taker, door guard, chain gang, score keepers, timekeeper, announcer, etc., during sporting and school sponsored events. Notices of such positions shall be publicized by a general posting in all buildings and a written copy sent to the Association.

ARTICLE X
Ancillary Staff - Vacancies, Layoff and Recall

Section 1 Vacancies - In filling professional vacancies, or newly created professional positions, the Board shall continue to seek out the best qualified candidates available. All qualified Ancillary Staff shall be given an opportunity to make application for such positions.

Section 2 Vacancies within the bargaining unit shall be filled on the basis of the qualifications of the applicant and length of service in the district. An applicant with less service in the district shall not be awarded such position over a more senior applicant unless his/her qualifications shall be superior and this fact be communicated to the Association through its representative.

In making such assignments, qualifications being equal, preference will be given to Ancillary Staff regularly employed in the district.

Section 3 Any teacher who shall be transferred to an administrative position, and shall later return to teacher status, shall be entitled to retain such rights as he/she would have had under this agreement had he/she not transferred to an administrative position.

Section 4

- A. In the event it becomes necessary to reduce the number of Ancillary Staff due to program elimination or reduction, the Board shall notify the BEA President/or Designee of the proposed layoffs and schedule a meeting to review the names of those BEA members affected.

The Board shall follow the procedure listed below, and layoff shall occur according to certification (licensure) and qualifications.

- B. Seniority shall be defined as total years of service in the Berkley School District in a Ancillary position computed from the date and time of hire. Part-time contractual employment preceded and followed by full-time employment shall not interrupt years of service. Professional leaves, sabbatical leaves or military leaves shall not be considered as interruption of years of service. All other leaves shall not count as years of service, but seniority is computed from the date and time of hire minus the time of such leave. If a person resigns, or otherwise leaves the employ of the district other than on an approved leave of absence and subsequently returns, seniority is computed from the date and time of hire after returning to the employ of the Board.
- C. 1. In the event of layoff, the Board shall institute a recall procedure which will be in the inverse order of the above layoff procedure Ancillary staff member be hired in a subject area until all laid off teachers Ancillary Staff certified licensed and qualified in that subject area have been recalled or decline the opening.
2. In no case shall an Ancillary staff member remain on layoff when an Ancillary staff member teacher with less seniority is employed in a position for which that teacher Ancillary staff person is certified-licensed and qualified.

3. In the event that more than one (1) teacher Ancillary staff members holds an identical seniority date, a lottery will be conducted among such teachers said staff, prior to layoff, in order to determine the order of layoff and recall.
 4. The Association President shall be notified prior to each recall.
- D. Ancillary staff being recalled prior to the first day of the school year, will be given seven (7) calendar days from the receipt of a registered letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the time periods will end the employee's seniority rights, except that a teacher who is sick shall notify the Board of his/her intent to return as soon as possible and, from the date of his/her notifying the Board, shall be deemed to be on sick leave. A substitute shall be hired in his/her place until he/she returns from sick leave. A substitute position of this nature shall be offered first to any remaining Ancillary staff who are yet laid off.
- E. Layoff means removal from the payroll with the retention of all employment rights. Ancillary staff members laid off also have the right to purchase health insurance at the group rate for as long as permitted by the carrier. Such rights shall extend for five (5) years from the effective date of layoff.
- F. The Board must notify each Ancillary Staff person to be laid off no later than May 30 of the school year prior to the school year in which the layoff is to become effective. If the Board can present evidence of financial difficulty, layoffs may then be given at any time during the year.

Section 5 Elimination of Tenure in Position

The Board and Association agree that no teacher employed under this Agreement shall acquire tenure in any capacity other than as a classroom teacher. It is further agreed that tenure in

any capacity other than as a classroom teacher is expressly excluded and waived under this Agreement.

ARTICLE XI **Paid Leave Policy**

Sick Leave and Personal Leave

Section 1 Sick leave shall be defined as:

- A. The personal illness/disability of an employee.
- B. The illness or injury of a member of the employee's immediate family.
- C. Adoption of a child

Section 2 Personal leave shall be defined as absence for the transaction of business which cannot be reasonably transacted outside of school hours. Personal leave will be granted upon approval of the building administrator and Superintendent/Designee for absences from school in circumstances of an unusual nature and need. This applies to absences which are necessary and unavoidable, because matters of business cannot be reasonably transacted outside of school hours. Some examples of proper use of personal leave are: taking care of legal matters such as the settling of an estate, the purchase of a home, or the adoption of a child; attending the funeral of a close friend; meeting religious obligations; getting married; attending to an emergency at home; attending son or daughter school activity (see Section 10 of this Article for examples of improper use of personal leave.) Special circumstances may be approved with prior notification/approval by the Superintendent or his/her designee.

Section 3 An employee will be allowed leave time as set forth in this Article to the extent of thirteen (13) school days per year. An employee shall receive credit at the end of the school year for the unused portion of the thirteen (13) day leave allowance. The accumulated maximum total

days, herein referred to as the sick leave bank, which may be used for personal illness or injury only (as defined above), shall not exceed two hundred five (205) days in any school year. Teachers who have accumulated two hundred five (205) days prior to the beginning of the school year shall not have days deducted from this accumulation until they have used thirteen (13) days.

Section 4 The purpose of the BEA Sick Bank is for members who have an extended personal illness (e.g. surgery, accident, long term illness, etc.). At the beginning of each school year and throughout the year, the Board shall contribute a sufficient number of sick leave days to a bank of leave days called the BEA sick bank, so as to maintain the number of days in said bank at a maximum of five hundred (500) days, provided, however, that the number of days contributed to the sick leave bank by the Board in any one (1) school year shall not exceed an amount equivalent to the number of teachers employed by the Board at the beginning of said school year. The above mentioned BEA sick leave bank shall be administered by the Board. Teachers who have exhausted their accumulated sick leave allowance may make withdrawals from the BEA sick leave bank equivalent to the number of days the teacher had in his/her personal sick leave bank at the beginning of that school year.

Section 5 Upon completion of each school year, a teacher utilizing two (2) or less paid leave days during that year shall receive their choice of the following:

Zero days	\$100 or 1 unrestricted personal day
1 day	\$ 75 or 1 unrestricted personal day
2 days	\$ 50 or 1 unrestricted personal day

If a teacher chooses an unrestricted personal day and wants to use it the day before or the day after a holiday, the number of teachers able to utilize their day will be restricted to one teacher per elementary/middle school and two teachers at the high school. This unrestricted personal day

shall be considered one full day regardless if there is a half day scheduled per the school calendar and may not be used on the first or last scheduled student day.

Section 6 Any teacher who is absent because of an injury compensable under the Michigan Workers' Disability Act shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the duration of the absence due to injury up to a limit of three hundred sixty-five (365) calendar days. However, in no event shall a teacher receive an amount which exceeds his/her salary.

The difference between such regular daily salary payment and the daily amount received under the Workers' Disability Compensation Act shall be divided by the teacher's regular daily salary for each day or days of absence and the quotient thereof shall be chargeable to and deducted from the teacher's common sick leave bank. If absence continues beyond three hundred sixty-five (365) days, further absences shall be charged pro-rata to the teacher's personal accumulative sick leave bank.

Teachers absent due to such injury/illness shall continue to accrue seniority, salary credit and advancement, and all other rights and benefits as provided by this agreement for the duration of the illness. Eligibility for insurance benefits will be maintained for a minimum of twelve (12) months and for as long as the teacher continues to receive paid leave under either the teachers' common sick leave bank or the teacher's personal accumulative sick leave bank.

Section 7 Should the Board have probable cause to believe that a teacher is abusing the paid leave policy, the Board may require verification prior to the time the teacher returns to school.

Section 8 Any teacher who is unable to return to duty following five (5) work days of illness as defined in Section 1 above may be required to present a certificate of ableness signed by a physician to the Superintendent before returning to work. The Board reserves the right to require the teacher to be examined by a Board designated physician at Board expense.

Section 9 Leaves of absence with pay not chargeable against the teacher's sick leave

allowance shall be granted for the following reasons:

- A. Such time as is necessary up to a maximum of five (5) days per occurrence for a death in the immediate family and/or member of the teacher's household. The immediate family shall include father, mother, father-in-law, mother-in-law, spouse, sister, brother, children, grandchildren and grandparents.
- B. Any administratively required medical examination.
- C. Any administratively approved attendance at the employee assistance program facility.
- D. A teacher who is exposed on the job and is subsequently absent from work because of Mumps, Measles, or Chicken Pox shall have days charged against leave days restored upon presentation of evidence of on-the-job exposure.
- E. Any additional time off required to conform to Board requirements initiated from Sections 6 and/or 7 above.

Section 10 Notification of leave shall be filed with the principal as far in advance as

practicable. Improper use of leave will result in disciplinary action, including but not limited to the loss of salary for the day or days in question. Examples of unacceptable uses of leave days include:

- A. Recreational pursuits
- B. Other employment except with administrative approval
- C. Social functions
- D. Travel
- E. Child care (except in emergency situations)
- F. Economic gains
- G. Extension of holidays, vacations, or other school recesses.

II. Jury Duty

A leave of absence may be granted for jury service. The Board will pay an amount equal to the difference between the teacher's daily salary and the daily jury fee paid by the Court (not

including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he/she would otherwise have been scheduled to work, under the procedure established by the Business Office.

III. Sabbatical Leave

Pursuant to Section 572 of the School Code of 1952, a maximum of two percent (2%) of the bargaining unit who have been employed for seven (7) consecutive years may be granted a sabbatical leave for one (1) year. Leaves for professional study, for work on publications, for travel, or for travel combined with study, which, in the opinion of the Superintendent, will improve instruction in the Berkley School District, or will improve the efficiency of the teacher, shall be considered consistent with the purpose of sabbatical leave. The Sabbatical Leave Policy is set forth in Appendix "C".

ARTICLE XII **Leave of Absence Without Pay**

Section 1 The Board may grant employees who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay up to a maximum of one (1) year. An extension of a leave of absence may be granted upon the recommendation of the Superintendent. Examples of such leaves are health, study, research, professional association assignment, personal, and approved travel. Each request for an unpaid leave of absence will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of this Article.

Section 2 To be eligible for a leave of absence, except military leave as provided by law, the employee must have completed the probationary period.

Section 3 An Ancillary Staff employee upon return from leave shall be restored to an open position of like nature and status for which that employee is licensed and qualified. An open

position is one which is unfilled at any time or one which is held by a less senior Ancillary Staff employee at the beginning of the next school year.

Section 4 If an employee on leave accepts full-time similar employment elsewhere without Board of Education approval, his/her leave will be automatically terminated and his/her employment will terminate.

Section 5

- A. An employee on leave shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during his/her leave of absence.
- B. An employee on unpaid leave shall be allowed to purchase health insurance through the business office at the group rate at his/her own expense when such practice is permissible under the rules and regulations of the insurance carrier(s).

Section 6 While an employee is on leave, there shall be no advancement on the salary schedule in terms of experience, nor in accrual of seniority except as provided for elsewhere in this Article. Seniority accrued prior to the leave of absence, however, shall be maintained.

Section 7 An eligible employee desiring a leave of absence shall submit his/her request to the Board of Education through the Superintendent. Such request shall be submitted by the Superintendent to the Board with his/her recommendation for action.

Section 8 For all employees whose leave shall terminate at the end of a school year, a letter of availability must reach the Superintendent no later than the preceding March 1. For all employees whose leave shall terminate at times other than the end of a school year, such letter of availability must reach the Superintendent no later than sixty (60) days preceding the termination date of the leave. The Superintendent shall cause letters to be sent to all employees on a leave of

absence reminding them of this provision at least thirty (30) days prior to the date such letter of availability is due. Failure to comply with this provision shall not be interpreted as a resignation of employment.

Section 9 Childbearing and/or childrearing leave:

- A. The Board will grant a leave of absence for maternity, adoption, or child care reasons, without salary, to any member of the bargaining unit upon written request for such leave for up to the remainder of the school year in which the leave commences plus the next school year. The duration of such leave to be at the teacher's option. In no event, however, shall the leave be taken for a period less than the balance of the semester in which the leave occurs. An extension of the leave of absence may be granted upon the recommendation of the Superintendent. Whenever possible, a bargaining unit member requesting such leave shall file a request in writing, at least thirty (30) days prior to the expected birth, adoption of the child, or the commencement of the child care leave.
- B. Before returning to work, the employee must be certified by his/her physician as ready and able to return to his/her full work assignment.
- C. In the event of miscarriage or death of the infant after the leave of absence has commenced, the leave of absence shall be terminated at the beginning of the next semester upon written request of the teacher.
- D. In the event of a miscarriage or abortion, the school district's sick leave policy shall apply.
- E. A teacher adopting a child shall be entitled, upon request, to a leave to commence at any time during the first school year after receiving custody of the child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.

Whenever possible, the thirty (30) day notice period shall apply in these situations.

- F. The Board shall provide health insurance to all those electing to be covered by Board paid health insurance prior to the leave for up to twelve (12) weeks during such leave at the teacher's option.

Section 10 The Board shall provide for a Family Medical Leave Act (FMLA) unpaid leave of up to twelve (12) weeks to all teachers that request it for the following purposes: birth/care of child; adoption; serious health condition of the teacher; care of a member of the immediate family with a serious health condition and certain qualifying exigencies permitted under FMLA when the teacher's spouse, son, daughter or parent is on active duty with the Armed Forces (including the National Guard or Reserves). Beginning with the 2016-17 school year, maternity leave will run concurrently with FMLA, however, a teacher may use paid leave, if days are available in the teacher's sick bank, for any disability during the FMLA leave. Further, health insurance shall be provided to all those on such a leave that elected to be covered by Board paid health insurance prior to the leave for the duration of the leave. For purposes of this section, immediate family shall be defined as it is in the Federal Law governing this provision.

ARTICLE XIII **Professional Compensation**

Section 1 A

(1) Salary Formula

For the 2015-16, 2016-17 and 2017-18 school years, should the audited Fall count in each of the respective years be equal to or greater than the audited Fall count for the previous fiscal year (not inclusive of the district's TCEC student FTE components of the Fall counts) the Salary Schedule will be adjusted to reflect the "true, net" percentage increase to the District's state school aid foundation allowance from the previous school year's, less one-half percent, but in no case will the percentage increase be higher than 2.0%. The "true, net" percentage increase will be defined and calculated by determining and considering the state aid funding components the Michigan state legislature utilizes to arrive at the foundation allowance increase. *For example, if the district receives a gross \$75 per pupil (PP) increase to the foundation allowance in a given year but the state reallocates a portion(s) of the district's existing state funding (Best Practices revenue goes*

from \$50 in 2014-15 to \$20 in 2015-16) the Salary Formula calculation will utilize the true, net increase to the foundation allowance of \$45 (\$75 increase less \$30 pp reduction to BP funding). The timing of the payment of the increment will be dependent upon when the District is officially notified of the final foundation allowance figure from the Department of Education for each applicable fiscal year of this provision. Should an adjustment(s) happen to the District's official foundation allowance during any year of this agreement, a corresponding adjustment will be made by the District to the salary formula and salary schedule but in no event shall the salary schedule be less than the 2014-15 schedule.

(2) Salary Schedule/Step Movement

2015-16 School Year

For the 2015-16 school year, teachers who were paid on a half-step in 2014-15 will move up one-half step in 2015-16 to the next full step in the salary grid (Steps 1-14). Teachers paid on Step 0 for the 2014-15 school year will be paid on Step ½, the mid-point between Step 0 and Step 1. Teachers paid on Step ¾ for the 2014-15 school year will be paid on Step 1 ¼, one quarter of the way between Step 1 and 2. Teachers paid on Step 14 for the 2014-15 school year will receive a one-time, off grid payment of \$375. Final 2015-16 step placement, on full or partial steps as determined by this provision, will constitute the teacher's beginning step placement point for the 2016-17 school year.

2016-17 School Year

For the 2016-17 school year, staff members will move up a partial/full step should the district's "true, net" 2016-17 per pupil foundation allowance increase according to the following schedule:

<u>True, Net PP FA Increase</u>	<u>Step Movement</u>
\$50-\$74	¼ step
\$75-\$99	½ step
\$100-\$124	¾ step
\$125+	1 full step

Determination of step movement will be recognized when the true, net increase to the district's foundation allowance is finalized by the state legislature. Once known, the district will publish the 2016-17 salary grid, inclusive of the current Steps 0 through 14 as well as any partial steps that may be recognized based on the above formula. Final 2016-17 step placement, on full or partial steps as determined by this provision, will constitute the teacher's beginning step placement point for the 2017-18 school year.

2017-18 School Year

For the 2017-18 school year, staff members will move up a partial/full step should the district's "true, net" 2017-18 per pupil foundation allowance increase according to the following schedule:

<u>True, Net PP FA Increase</u>	<u>Step Movement</u>
\$50-\$74	¼ step
\$75-\$99	½ step
\$100-\$124	¾ step
\$125+	1 full step

Determination of step movement will be recognized when the true, net increase to the district's foundation allowance is finalized by the state legislature. Once known, the district will publish the 2017-18 salary grid, inclusive of the current Steps 0 through 14 as well as any partial steps that may be recognized based on the above formula. Final 2017-18 step placement, on full or partial steps as determined by this provision, will constitute the teacher's beginning step placement point for the 2018-19 school year.

(3) Fund Balance Sharing

For each school year of this Agreement, the District shall pay each teacher 1% of their current base salary, one time, off schedule, should the district's audited fiscal year end General Operating Fund's fund balance figure equal or exceed 7.5%. Timing of payment will occur and be made to all teachers who were on the payroll at the end of the end of each respective fiscal year and after the fiscal year financial audit is completed.

B. In the event that the length of the student instructional school year is increased during the duration of this contract as a result of legislative action, the salary portion of this contract shall be subject to renegotiation.

C. Should a BEA teacher with a fifty (50%) percent or more district assignment teach additional classes in a shared time assignment he/she will be given commensurate benefits as provided in Section 9 of this Article.

(4) Enrollment Sharing

For the 2015-16 school year, should the district's audited, fall, 2015 pupil count exceed the fall, 2014 audited pupil count, both counts exclusive of the district's TCEC student full time equivalent number, the District shall pay each teacher, one-time, off grid, a percentage of the teacher's base salary, based on the following formula:

<u>Fall, 2015 audited FTE count > Fall, 2014 by</u>	<u>One-time, off grid payment</u>
100-149 student FTE	0.50 %
150-199	0.75%
200+	1.00%

Section 2 Services such as summer school, summer in-service and/or curriculum development projects, extra-curricular or co-curricular activities shall be on an individually contracted basis between the teacher performing the service and the Board. No such contract shall exceed a duration of one (1) year. Wages paid for such teacher's services shall be set forth in Appendix "B". No teacher shall have tenure of position for driver education, summer school,

summer in-service, and/or curriculum development projects, extra-curricular or co-curricular duties. Copies of the review and evaluation will be provided to the teacher. The non-renewal of an appointment to an annual assignment of extra duty for extra pay shall be for reasons that are not arbitrary and capricious and shall not be construed as discipline, reprimand, or reduction in compensation. Such non-renewal shall not occur until after written evaluation with a copy to the affected teacher.

Section 3 Teachers shall not be required to work on any days not included in the school calendar as set forth in Appendix "D" unless compensation has been agreed to by the Association and the Board in specific situations except that newly contracted employees may be required to report two (2) days the week prior to the beginning of classes for Board and Association orientation.

Section 4 The Board may allow credit on the appropriate salary schedule for newly contracted teachers for years of service in other school districts as a teacher up to and including fourteen (14) years.

Section 5 The Board will allow credit on the appropriate salary schedule for newly contracted teachers up to one (1) year for time successfully spent in the Armed Forces of the United States of America.

Section 6 Payroll Procedures.

- A. Contractual salaries will be divided by the total number of work days within the established school calendar divided by the gross salary for that school year to determine a daily rate. The employee's salary will be paid to the employee (see Paragraph "D") less withholding taxes and any other deductions selected by the employees.
- B. In the event a teacher does not work a full contractual year, the teacher will be paid

an amount equal to the number of days of employment times the daily rate.

- C. All authorizations for payroll deductions will be made on the appropriate forms for: United Fund, Berkley Educational Foundation; additional health, accident, auto, and life insurance; credit union; tax deferred annuities; retirement service credit purchase; and any other items mutually agreed to by the Board and the Association.
- D. Teachers will be given the option of receiving their salaries via direct deposit on the twenty-one (21) or twenty-six (26) pay basis each year by virtue of declaration of choice on an appropriate form supplied by the Board. If the form is not returned, or no choice is designated, the individual will be assigned on the twenty-one (21) pay basis. Those teachers shall receive their 21st pay on the last day of each school year. If the twenty-six (26) pay is selected, direct deposits will be mailed at two (2) week intervals throughout the summer.
- E. Extra service payrolls will be issued six (6) times a year, halfway through and following the fall, winter, and spring sports seasons. Teachers earning extra service pay will select one of the following options:
 - 1. Extra service pay will be paid on one (1) installment at the end of the sport's season, or the activity.
 - 2. Extra service pay will be paid in two (2) equal installments, the first at the midway point in the sport's season and the remainder at the end of the sport's season. The midway point will be determined by the district annually and will be published at the beginning of the school year.

For the purpose of determining withholding, teachers earning extra service pay will also select one of the following options:

- 1. Extra service pay will be combined with the regular payroll and withholding taxes will be computed on the total, or,
 - 2. Extra service pay will be combined with the regular pay, divided into two (2) equal parts, and withholding taxed accordingly, computed on each part.
- F. Teachers hired after the beginning of the school year will be advanced on the salary

schedule according to the following schedule:

<u>Date of Hire</u>	<u>Date of Increment Advancement</u>
Within 1st marking period	1st teacher work day of 1st marking period
Within 2nd marking period	1st teacher work day of 2nd marking period
Within 3rd marking period	1st teacher work day of 3rd marking period
Within 4th marking period	1st teacher work day of 4th marking period

The effective date of advancement on the salary schedule due to the attainment of advanced degrees and/or the completion of additional credit hours shall be the date which the degree or hours are completed. (This is not in effect for the 2012-13 school year only. See Section 1, A, (2) in this Article.)

In order to qualify for a higher level on the salary schedule, a teacher must present either official documentation verifying completion of the appropriate number of hours, or a transcript or other documentation from an accredited college or university verifying attainment of an advanced degree.

If application is made during the school year in which the hours/degree were earned, payment will be made, retroactively, if necessary, effective the date of attainment/completion. If application is not made by the teacher in a timely fashion as described above, the effective date will be the beginning of the school year in which application is received.

All courses not part of a graduate degree program related to education, must be pre approved by the Superintendent/Designee for staff to be eligible for placement on schedule 03 or 05 of the salary schedule.

Section 7

- A. On any day when school sessions are scheduled, but that schedule is canceled by the Superintendent due to weather or other conditions beyond control, and this official closing is announced on local radio stations, then the following provision for teachers will prevail:

If the announcement states that schools are closed, teachers are not to report and will receive full pay. However, when one or more, but not all buildings are closed for a localized emergency condition, the Superintendent shall have the prerogative to assign staff from said building(s) to another location(s) in the District for professional purposes commencing with the second day of such occurrence. Professional purposes may include planning, inservice education, and substitute teaching within the appropriate elementary or secondary level. Substitute assignment shall be made on a daily rotation basis beginning with the low seniority teacher. If, due to severe weather conditions, a teacher is unable to report on a day when Berkley Schools are in session,

a teacher may use a leave day in lieu of pay loss.

B. The parties recognize that Michigan law currently requires the District to schedule a minimum of one thousand ninety eight (1,098) hours of school as defined by the State Aid Act and that only "act of God" days which cause the district to hold less than one thousand ninety eight (1,098) hours of school need to be rescheduled. (Any deviation from the 1,098 hours, refer to State School Aid Act.) In the event that it may become necessary to schedule "make-up" days when schools are closed for reasons as described in Section 7 (A) above, and state law requires that day be rescheduled, it is therefore agreed that:

1. If the District does not have to reschedule any such days as described above, then the calendar as contained herein shall remain as agreed to.
2. If the District must, for the above reasons, reschedule student instruction days, then the parties will meet to negotiate amendments to the calendar as contained herein to provide sufficient student days to comply with state law.

3. The end of the year calendar will be finalized and copies distributed to students and school employees no later than May 1, if amended.
4. In the event the State Aid Act is amended, and such amendment repeals, or modifies in any way the District's obligations with respect to this subject, the parties agree to meet to renegotiate the school calendar and the provisions of Article XIII, Section 7.

Section 8 Teachers required to drive personal automobiles in the course of their employment, or otherwise using their automobile in authorized service to the district, shall be reimbursed for approved mileage at a uniform mileage rate established by the Board; but in no event less than the I.R.S. rate per mile driven.

Section 9 Insurance Benefits

A. The District shall pay the annual Hard Cap amounts towards the total cost of the MESSA medical premium and Health Equity (HEQ) Health Savings Account (HSA) funding for each plan year.

These annual District paid amounts shall adjust annually to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

Teachers will have the option to select medical/prescription coverage from one of the following options:

- 1) MESSA CHOICES - \$500/\$1,000 in network deductible, \$20 OV and Saver Rx Prescription coverage.
- 2) MESSA ABC Plan 1 (HEQ/HSA) - \$1,300/\$2,600* in network deductible, Saver Rx Prescription coverage.

*In the event there are changes in the minimum deductible for ABC Plan 1, then it shall be increased consistent with state and federal law.

At the teacher's option, the District will pre-fund \$1,000/\$2,000 of the deductible amount annually to each member's HEQ HSA. One-half of the amount shall be paid on the first business day in January and the other half on July 1st each year. The District shall pay the remainder of the hard cap cost towards the MESSA annual medical premium up to the amounts specified above for single, self/spouse, self/child and family. Teachers may contribute additional money towards their HEQ HSA up to the maximum amount allowed by Federal law.

For example, for those teachers selecting the MESSA ABC Plan 1, the District will allow for the adjustment of their contribution amounts toward their individual health savings account. This would allow for flexibility and the ability for staff members to react to “Qualified Life Event Changes” as well as to accommodate for the difference in the medical plan year (July 1) and the deductible calendar year (Jan. 1), among other potential beneficial reasons to allow for these quarterly changes.

The remaining annual cost for the teacher’s elected medical plan premiums and the pre-funded balance that exceeds the Hard Cap amounts, if applicable, shall be paid by the teacher and will be payroll deducted in equal bi-weekly amounts through a qualified Section 125 Plan.

The following ancillary benefits shall be provided to each teacher, at no premium cost to the member:

2. Dental – A.D.N., self-funded with the following coverage:

- Class I – 100%
- Class II – 80%
- Class III – 80%
- Annual maximum - \$1,200
- Ortho maximum - \$1,500
- 2 cleanings/yr.

Class I services Preventative Services (100%) include:

Routine Oral Examinations	Twice per plan year
Prophylaxis (Cleaning)	Twice per plan year (includes Periodontal Maintenance)
Topical Application of Fluoride	Twice per plan year to age 19
Bitewing X-Rays	Once per plan year
Full Mouth Series or Panoramic X-Rays	Once per 60 months
All Other X-Rays	
Space Maintainers	Once per area per lifetime, up to age 14

3. Reliance Term Life insurance in the amount of fifty thousand dollars (\$50,000.00) (inclusive of any life insurance associated with the Health Insurance coverage described above) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
4. Vision – National Vision Administration (NVA) with the same coverage as MESSA VSP-2 including internal and external coordination of benefits.

5. Cash In Lieu - Each teacher may select a tax-deferred plan, pursuant to Section 403(b) of the Internal Revenue Code in the amount of eighty-five dollars (\$85.00) per month or per the following schedule:

\$500/month if 50 or more members

\$300/month if 40-49 members

\$200/month if 30-39 members

B. The Board shall provide, without cost to the teachers, Reliance Long-Term Disability insurance for each teacher. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary and shall begin after expiration of ninety (90) calendar days or at the exhaustion of his/her personal leave bank and common bank days whichever is longer. The maximum monthly amount shall be up to five thousand (\$5,000) dollars. Benefits shall continue at no cost to the teacher in the event of total disability.

A description of the specific coverage for the ancillary benefits listed above can be found in Appendix J.

Section 10 All less than full-time positions are assigned at the discretion of the administration.

Teachers employed less than full time shall receive compensation and fringe benefits on a prorated basis in relation to the full-time schedule. Such teachers shall be entitled to apply for full-time employment in the event of available openings. This provision does not apply to short term and long-term substitute teachers.

Section 11 All certified teachers covered by this Agreement who are employed in a teaching capacity in the summer school program will be reimbursed at the contracted rate for hours spent on duty in the event such class is canceled due to insufficient student enrollment.

Section 12 Teachers on leave of absence or laid-off may continue under group health coverage for eighteen (18) months. During such time the teacher shall be responsible for submitting premium payments directly to the Board.

Section 13 The completion of a full contract year shall entitle a teacher to twelve (12) months of insurance coverage. For the purpose of this Section, twelve (12) months shall be defined as the period between July 1st and June 30th of a given school/fiscal year. However, should a teacher retire as of June 20th, insurance benefits shall continue and be paid by the district through August 31st of the year in which the teacher retires.

Section 14 A teacher will be paid a one-time payment of \$1,250 upon successful completion of the National Board Certification program. The District will provide assistance with technology and release time to said teacher. Any current BEA member who has already attained National Board Certification shall also receive \$1,250.

Section 15 The District will pay the initial Professional Teaching Certification fee for all teachers who attain the required credits.

Section 16 A five (5%) percent discount will be given to any BEA member using District pre-school and/or latchkey child care services.

Section 17 A twenty (20%) discount will be given to any BEA member using the BHS Fitness Center.

ARTICLE XIV **Professional Grievance Negotiation Procedures**

Section 1 Definitions

- A. A "grievance" is a claim of violation of this contract or a dispute as to the interpretation or application of this contract or Board policy regarding evaluations, layoff, recall, transfers and vacancies.
- B. The "aggrieved person" is the person or persons making the claim.
- C. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.

- D. A "party of interest" is a teacher or school board member who might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term "days" shall mean calendar days, excluding vacation periods which fall within the limits of the school year as defined by the school calendar.

Section 2 Purpose

The primary purpose of this procedure is to secure at the lowest possible level, equitable solutions to the grievance arising under this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or proceeding independently as described in Section 5 of this Article up to but not including Level 4.

Section 3 Structure

- A. The Association will notify the Administration of the identity of the Association representative.
- B. The Association shall have a professional grievance committee and the Administration shall be notified of the identity of the same.
- C. The Board shall designate its representatives when the grievance involves more than one school building and the Association shall be notified of the identity of the same.

Section 4 Any teacher who has a complaint may discuss it with his/her immediate supervisor, either individually or with his/her Association representative.

All grievances shall be processed in the following manner:

A. Level One

Any teacher having a grievance shall, within fifteen(15) calendar days from the occurrence of the event upon which the grievance is based, serve a written grievance upon his/her building

administrator and discuss the same with his/her building administrator, either individually or together with his/her Association Representative. The building administrator shall attempt to resolve same and render the disposition in writing within ten (10) calendar days after the date of presentation.

B. Level Two

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if the grievance has not been resolved within ten (10) calendar days after the date of the presentation of the written grievance at Level One, the aggrieved person may submit his/her grievance to the Superintendent of Schools or his/her designee within twenty-eight (28) calendar days from the date of the event upon which the grievance is based. A copy of said grievance shall be served upon the aggrieved party's building administrator at the same time the grievance is submitted to the Superintendent. Within fifteen (15) calendar days from the receipt of the grievance, the Superintendent or his/her designee shall meet with the parties and render a written decision.

C. Level Three

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within fifteen (15) calendar days from the date of receipt of the grievance by the Superintendent, he/she may, within forty-three (43) calendar days from the event upon which the grievance is based, refer the grievance to the Board of Education's Review Committee. This Committee shall be composed solely of members of the Board of Education or its designated representatives; provided, however, that at least one member of the Board of Education shall be a member of said Committee. Within ten (10) calendar days from receipt of the written referral by the Board, its Review Committee shall meet with the Association Representative

for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered within ten (10) calendar days.

D. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) calendar day period, the grievance will be submitted to binding arbitration, provided that the party desiring such binding arbitration shall serve written notice of the request for submission to arbitration upon the other party within five (5) calendar days following the date of the disposition of the grievance under Level Three. Following the written notice of the request for submission to arbitration, the Association and a Committee of the Board or its designee shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) calendar days after the date of the request for submission to arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association.

The Arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the Arbitration shall be paid by the party calling such witness or requesting such participant.

The Arbitrator shall render his/her opinion only with respect to the particular grievance submitted to him/her and such opinion shall be binding upon the Board and the Association.

It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations of this Agreement.

- A. He/she shall have no power to change the legal substance of this Agreement.
- B. He/she shall have no power to establish salary scales.
- C. He/she shall have no power to rule on any claim or complaint subject to the

procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended). For example:

1. The termination of services of failure to reemploy any teacher to a position on the extra-curricular schedule.
- D. The Board shall indemnify and save harmless the Association from any and all claims, demands, suits and other forms of liability by reason of any action resulting from Part C 1 of this Article.

Section 5 In the event of a grievance filed alleging a violation of this contract by central office administration, the grievance shall be filed at Level II.

Section 6 Rights of Representation

- A. The discharge of tenured teachers is not subject to the grievance procedure but will be subject to the appeal procedures as provided in the Michigan Teacher Tenure Act.
- B. In the case of the discharge of a probationary teacher, such discharge shall be subject only through the Board level of the grievance procedure and shall not be subject to arbitration.
- C. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person; provided, however, that any teacher may in no event be represented by an office, agent or other representative of any organization other than the Association or its affiliates. Provided further, when a teacher is not represented by the Association, the Association may, by administrative action, be present and state its views at all stages of the grievance proceeding.

Section 7 Miscellaneous

- A. Forms for filling and processing grievances, which shall be reproduced by the

- Association, shall be available from the Association Representative in each building.
- B. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual consent in writing.
 - C. If the grievance is filed on or after May 1st, the time limits shall be reduced by mutual consent in order to effect a solution prior to the end of the school year or as soon thereafter as is possible.
 - D. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Representative, the grievance affects a group of teachers, the Association may process the grievance with the permission of the aggrieved at the appropriate level.
 - E. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
 - F. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted at any step of the grievance procedure, up to but not including level 4 (binding arbitration) without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such presentation and adjustment.
 - G. Decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest.

ARTICLE XV
Civil Rights

Section 1 The Association agrees to continue to admit persons to membership without discrimination on the basis of race, religion, color, national origin, age, sex, marital or family status, sexual orientation or transgendered identity, disability, height, weight, military status, ancestry, genetic information or any other legally protected category (collectively. "Protected Classes"), and to represent all teachers without regard to membership or participation in, or association with the activities of any teacher organization.

Section 2 The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, religion, color, national origin, age, sex, marital or family status, sexual orientation or transgendered identity, disability, height, weight, military status, ancestry, genetic information or any other legally protected category (collectively. "Protected Classes"), in the hiring, placement and assignment of teaching personnel.

ARTICLE XVI
Miscellaneous Provisions

Section 1 The Board shall attempt to maintain an adequate list of substitute teachers. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

Section 2 Copies of this Agreement shall be made available electronically and/or in hard copy at the expense of the Board. Hard copies will be available upon request.

Section 3 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Section 4 Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, during its duration, this agreement shall be controlling.

Section 5 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 6 If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to state or federal law, 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.

Section 7 An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

This clause is included in this Agreement because it is legally required by state law. The parties did not agree to this provision. By signing this Agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

ARTICLE XVII
Terminal Pay

Upon the voluntary termination by a teacher with a minimum of fifteen (15) continuous years service or upon the retirement of a teacher with a minimum of ten (10) continuous years or fifteen

(15) cumulative years in the school district and eligible under the provisions of the Michigan Retirement Act, said teacher shall receive a terminal leave payment equal to one percent (1%) of the minimum base salary schedule for teachers times the number of years of service in the Berkley School District. Said pay shall be provided to the teacher via a 403b account.

In addition, the District shall reimburse each teacher \$15.00 per day for every sick day in their personal leave bank upon retirement, if teacher gives notice of retirement at least 120 calendar days prior to retirement. Said pay shall be provided to the teacher via a 403b account.

ARTICLE XVIII
DURATION

This Agreement shall be effective as of August 29, 2015 and shall continue in effect until August 28, 2018.

BERKLEY EDUCATION ASSOCIATION

By: _____
Steven Lyskawa, President, BEA

By: _____
Kim Edwards, Executive Director, MEA 7-B

BERKLEY BOARD OF EDUCATION

By: _____
Ron Justice, Secretary, Board of Education

By: _____
Lawrence Gallagher, Deputy Superintendent of Finance, Facilities
& Operations

By: _____
Chris Sandoval, Director of Schools & Human Resources

TEACHER SALARY SCHEDULE

APPENDIX A

BSD/BEA Teacher Salary Schedule 2015-16

Step	BA	BA +30	MA+30/Spec
0	36,683	38,405	41,863
1/2	37,493	39,668	43,200
1	38,303	40,930	44,536
1 1/4	38,708	41,561	45,204
2	39,923	43,455	47,209
3	41,440	45,140	48,554
4	42,935	47,645	50,320
5	45,315	50,968	52,086
6	47,729	53,515	54,333
7	48,873	54,676	55,651
8	50,018	55,839	56,970
9	52,865	59,510	60,549
10	55,284	62,621	64,525
11	58,308	65,855	69,433
12	61,779	69,916	73,550
13	65,248	73,978	77,667
14	68,718	78,041	81,787

APPENDIX A-1

The persons who serve in the positions enumerated in II below will work an additional hour per day and shall receive additional remuneration according to the schedule below. Days worked beyond the regular school year, with administrative approval will be at their prorated salary. The Board will notify these individuals of their schedules for the following year in writing by July 31st.

<u>Positions</u>	<u>%of MA Base</u>
II	
Art Department Chair	10%
Music Department Chair	10%
ASD Coordinator	10%
High School Department Chair (Math, Science, English & Social Studies)	10%
World Language Department Chair	5%
Physical Education Department Chair	5%
Special Education Department Chair (EI, MS, HS)	5%
Transition Coordinator	10%
One (1) MS Department Chair 6-8 (for both buildings) for Math, Science, English and Social Studies Departments	10%

II. MISCELLANEOUS ACTIVITIES

The following percentages are based on \$26,438 for each year based upon the individual's experience in that activity.

Activity	
High School Student Leadership	12%
Middle School Student Council	8%
Elementary Student Council	4%
Yearbook With Class (HS)	9%
Yearbook Without Class (EI)	5%
Yearbook Without Class (MS)	8%
High School Newspaper With Class	8%
Middle School Newspaper W/Class	5%
Senior Sponsor	10%
Debate	10%
Forensics	5%
Safety Patrol	4%
H.S. Instrumental/Vocal	14%
M.S. Instrumental/Vocal	5%
Elementary Instrumental/Vocal	5%
National Honor Society	5%
Robotics	10%
5 th Grade Concepts Consolidated Retreat	\$327

III. OTHER ACTIVITIES

Summer School	\$25.10
In-Service	\$23.55
*Curriculum Dev.	\$23.55
Instructional Rate	\$36.60

*Includes Teacher Trainer

Note: these rates could change based on Salary formula.

IV. CLUB SPONSORS

\$13.31

Teachers that sponsor clubs may request compensation by submitting to their principal on a weekly basis, a log of their activities.

V. TEACHER LEADER

Release time shall be given to PLC and DATA Team Leaders in cooperation with administration.

**SCHEDULE B
MISCELLANEOUS**

BASE FOR 2015-16 26,438*

ACTIVITY	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HS STUDENT LEADERSHIP	12%	3,173	3,268	3,366	3,467	3,571
MS STUDENT COUNCIL	8%	2,115	2,179	2,243	2,310	2,379
EL STUDENT COUNCIL	4%	1,058	1,090	1,123	1,157	1,192
YEARBOOK W/CLASS	9%	2,379	2,450	2,524	2,600	2,678
YEARBOOK W/O CLASS (MS)	8%	2,115	2,178	2,243	2,310	2,379
YEARBOOK W/O CLASS (EL)	5%	1,322	1,362	1,403	1,445	1,488
HS NEWSPAPER W/CLASS	8%	2,115	2,178	2,243	2,310	2,379
MS NEWSPAPER W/CLASS	5%	1,322	1,362	1,403	1,445	1,488
SENIOR SPONSOR	10%	2,644	2,723	2,805	2,889	2,976
DEBATE	10%	2,644	2,723	2,805	2,889	2,976
FORENSICS	5%	1,322	1,362	1,403	1,445	1,488
SAFETY PATROL	4%	1,058	1,090	1,123	1,157	1,192
HS INSTRUMENTAL/VOCAL	14%	3,701	3,812	3,926	4,044	4,165
MS/EL INSTRUMENTAL/VOCAL	5%	1,322	1,362	1,403	1,445	1,488
NATIONAL HONOR SOCIETY (EL,MS,HS)	5%	1,322	1,362	1,403	1,445	1,488
ROBOTICS	10%	2,644	2,723	2,805	2,889	2,976

***The base rate for 2016-17 and 2017-18 is subject to change due to the salary formula.**

APPENDIX C

Sabbatical Leave Policy

Authorization

Upon recommendation of the Superintendent of Schools, the Board of Education may grant a sabbatical leave of absence to teachers who have been employed by the School District of the City of Berkley for a period of seven consecutive years. Said leave may not exceed a period of one year and is subject to state code #340.752.

Purpose

The Sabbatical Leave Policy is designed to provide an opportunity for selected staff members to develop their professional competence and personal growth which consequently would serve to enhance the general welfare of the public school.

Conditions

1. The teacher will be considered to be an employee of the Board of Education during sabbatical leave.
- 2, The teacher will be paid one-half of the annual salary he/she would have received had he/she remained in the school district and will be paid on the regular pay periods during sabbatical leave.
3. Withholding from the teacher's salary for social security, MESSA options and income tax will be made by the school district during the period of sabbatical leave.
4. The teacher on sabbatical leave shall accumulate five sick leave days for one semester sabbaticals and ten sick leave days for two consecutive semester sabbaticals.
5. Teachers on sabbatical leave will be granted credit toward retirement for the period of

- time on sabbatical, consistent with the rules and regulations established by the boards of control of public school employees' retirement funds.
6. The teacher shall be entitled to the salary increment he/she would have received had he/she been teaching in the district during the period of the sabbatical.
 7. The teacher, upon return from sabbatical leave, shall be restored to his or her position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to law.
 8. A maximum of two percent (2%) of the bargaining unit as identified in the contract will be eligible to take sabbatical leave during any given period of time.
 9. Minimum term for sabbatical leave shall be no less than one (1) full semester and the maximum term shall be no more than two (2) full semesters (consecutive).
 10. While on sabbatical leave, it shall be the responsibility of the teacher to submit such reports as may be deemed necessary by officials of the school district.
 11. The Board of Education at any time it deems proper and with sufficient cause, and in accord with the state tenure act and any statutes or Board policies pertinent thereto, can suspend further compensation to the employee on sabbatical leave.
 12. The teacher must serve the Berkley School District for a minimum period of two years immediately after return from sabbatical leave or compensate the district in an amount equivalent to that received in wages, insurance premiums, retirement and social security for the period of time the teacher was on sabbatical. Such reimbursement must be made within one (1) year after termination of the sabbatical and may be waived or postponed only with the approval of the Board of Education.
 13. Within thirty (30) days after resuming his/her position as a teacher in the district, the

teacher must submit a report to the Board of Education and the Superintendent including such information as:

- A. Institution attended
- B. Course pursued
- C. Travel itinerary
- D. Official transcript of credits
- E. Experience gained
- F. Appraisal of professional value of experiences and study to teacher and school district
- G. Statement of manner in which knowledge and experience gained may be applied in classroom setting.

14. Teachers on sabbatical are prohibited from holding full time employment (unless it is part of the approved program) without the approval of the Board of Education. In no event shall a person on sabbatical gain more than full salary.

Application and Selection Procedures

1. Application forms for sabbatical leave may be obtained at the Administrative Offices.
2. Completed applications or requests for sabbatical leave must be made by March 1 of the school year prior to the school year for which sabbatical leave is requested, and are to be filed at the administrative offices.
3. As of April 1, if final notification on the request has not been made, a biweekly status report will be made to each teacher applicant. Final notification must be made in writing, by the last day of school.
4. Proposals for sabbatical leave must give promise of genuine professional improvement

and might include:

- A.** Formal study at an approved institution
 - B.** Travel related to professional growth
 - C.** Project of research with sanction of an approved institution
 - D.** Writing pertinent to his/her teaching position
 - E.** Work related to professional development in his/her field of specialization
5. Screening for sabbatical leave candidates shall be conducted by the Administration and may include a personal interview as well as an evaluation of stated requirements and credentials.
 6. Leave will be recommended for candidates considered by the Administration to be the best qualified with due regard given professional background and length of service to the district. Level or position shall not be a determining or restrictive factor in the selection of sabbatical candidates.
 7. Recommendations for sabbatical leave shall be made by the Administration to the Board of Education.
 8. Approval of any request for sabbatical leave may be contingent upon procurement of a satisfactory replacement.
 9. Changes in an approved program must have the approval of the Superintendent of Schools and the Board of Education.

A sabbatical leave may be discontinued upon mutual agreement of the Board of Education and the teacher on sabbatical leave.

Daily Schedule

Elementary Schools

8:00 - 8:05 Arrival
8:05 - 11:20 AM Instruction
11:20 - 12:05 Lunch
12:05 - 3:20 PM Instruction

Half Day Schedule

8:00 - 8:05 Arrival
8:05 - 11:20 Instruction

Anderson & Norup

8:05 - 8:15 Arrival
8:15 - 3:30 Instruction
lunch included

Half Day Schedule

8:00 - 8:15 Arrival
8:15 - 11:30 Instruction

High School

7:35 -7:40 Arrival
12:35 - 1:25 Lunch
3:00 Dismissal

Half Day Schedule

7:35 -7:40 Arrival
7:40 - 10:55 Instruction

2015 – 2016 School Calendar

August 31	Monday	Teachers' work day
September 1-3	Tuesday – Thursday	Teachers' Professional Development Day
September 8	Tuesday	Students' First Full Day
September 14/15	Monday – Tuesday	District Closed
September 23	Wednesday	District Closed
October 14	Wednesday	High School Evening Conferences
October 15	Thursday	High School ½ Day – Afternoon & Evening Conferences
October 21	Wednesday	Anderson & Norup Evening Conferences
October 22	Thursday	Anderson & Norup ½ Day – Afternoon & Evening Conf.
November 3	Tuesday	No Students – Teacher's Professional Development Day
November 11	Wednesday	Elementary Evening Conferences
November 12	Thursday	Elementary ½ Day – Afternoon & Evening Conferences
November 25	Wednesday	½ Day Students – ½ Day Comp
November 26-27	Thursday – Friday	District Closed – Thanksgiving
December 21-January 1		District Closed – Winter Break
January 4	Monday	Classes resume
January 18	Monday	District Closed – MLK Day
January 27-29	Wednesday – Friday	High School ½ Day – Final Exam
January 29	Friday	½ Day Students – ½ Records
February 12	Friday	½ Day Students – ½ Day Comp
February 15 – 19	Monday – Friday	No School – Mid Winter Break
March 9	Wednesday	Anderson & Norup Evening Conferences
March 10	Thursday	Anderson & Norup ½ Day – Afternoon & Evening Conf.
March 16	Wednesday	High School Evening Conferences
March 17	Thursday	High School ½ Day – Afternoon & Evening Conferences
March 22	Tuesday	Elementary Evening Conferences
March 23	Wednesday	Elementary Evening Conferences
March 24	Thursday	Elementary ½ Day – Afternoon Conferences
March 25	Friday	District Closed
April 1	Friday	½ Day Students – ½ Day Comp
April 4 – 8	Monday – Friday	Spring Break – No School
April 15	Friday	½ Day Students – ½ Records
May 27	Friday	½ Day Students – ½ Day Comp
May 30	Monday	District Closed – Memorial Day
June 15 – 17	Wednesday - Friday	High School ½ Day – Final Exam
June 17	Friday	½ Day Students – ½ Day Records
June 18 or 20		Teacher's Last Day

2016 – 2017 School Calendar - **TENTATIVE

August 29	Monday	Teachers' work day
August 30-Sept 1	Tuesday – Thursday	Teachers' Professional Development Day
September 6	Tuesday	Students' First Full Day
October 3/4	Monday-Tuesday	District Closed
October 12	Wednesday	District Closed
October 19	Wednesday	High School Evening Conferences
October 20	Thursday	High School ½ Day – Afternoon & Evening Conferences
October 26	Wednesday	Anderson & Norup Evening Conferences
October 27	Thursday	Anderson & Norup ½ Day – Afternoon & Evening Conf.
November 4	Friday	½ Day Students – ½ Records
November 8	Tuesday	No Students – Teachers' Professional Development Day
November 16	Wednesday	Elementary Evening Conferences
November 17	Thursday	Elementary ½ Day – Afternoon & Evening Conferences
November 23	Wednesday	½ Day Students – ½ Day Comp
November 24-25	Thursday – Friday	District Closed – Thanksgiving
December 23	Friday	½ Day Students – ½ Day Comp
December 26-January 3		District Closed – Winter Break
January 4	Wednesday	Classes Resume
January 16	Monday	District Closed – MLK Day
January 25-27	Wednesday – Friday	High School ½ Day – Final Exam
January 27	Friday	½ Day Students – ½ Records
February 17	Friday	½ Day Students – ½ Day Comp
February 20-21	Monday – Tuesday	No School – Mid Winter Break
March 8	Wednesday	Anderson & Norup Evening Conferences
March 9	Thursday	Anderson & Norup ½ Day – Afternoon & Evening Conf.
March 15	Wednesday	High School Evening Conferences
March 16	Thursday	High School ½ Day – Afternoon & Evening Conferences
March 22	Wednesday	Elementary Evening Conferences
March 23	Thursday	Elementary ½ Day – Afternoon & Evening Conferences
April 3 – 7	Monday – Friday	Spring Break – No School
April 13	Thursday	½ Day Students – ½ Records
April 14	Friday	District Closed
May 14	Wednesday	Middle School Students ½ Day – 5 th Grade Orientation

May 26	Friday	½ Day Students – ½ Day Comp
May 29	Monday	District Closed – Memorial Day
June 13 - 15	Tuesday - Thursday	High School ½ Day – Final Exam
June 15	Thursday	½ Day Students – ½ Day Records (Last Day for Teachers)

***The school calendar will reflect 180 days of instruction, approximately 1118 instructional hours, while maintaining the total teacher work hours comparable to those of 2015-16 school year, all of which will not require any adjustment to the salary grid.**

2017 – 2018 School Calendar - **TENTATIVE

August 28	Monday	Teachers' work day
August 29-31	Tuesday – Thursday	Teachers' Professional Development Day
September 5	Tuesday	Students' First Full Day
September 21/22	Thursday – Friday	District Closed
October 11	Wednesday	High School Evening Conferences
October 12	Thursday	High School ½ Day – Afternoon & Evening Conferences
October 18	Wednesday	Anderson & Norup Evening Conferences
October 19	Thursday	Anderson & Norup ½ Day – Afternoon & Evening Conf.
October 25	Wednesday	Elementary Evening Conferences
October 26	Thursday	Elementary ½ Day – Afternoon & Evening Conferences
November 3	Friday	½ Day Students – ½ Records
November 7	Tuesday	No Students – Teachers' Professional Development Day
November 22	Wednesday	½ Day Students – ½ Day Comp
November 23-24	Thursday – Friday	District Closed – Thanksgiving
December 22	Friday	½ Day Students – ½ Day Comp
December 25-January 2		District Closed – Winter Break
January 3	Wednesday	Classes Resume
January 15	Monday	District Closed – MLK Day
January 24-26	Wednesday – Friday	High School ½ Day – Final Exam
January 26	Friday	½ Day Students – ½ Records
February 16	Friday	½ Day Students – ½ Day Comp
February 19-20	Monday – Tuesday	No School – Mid Winter Break
March 7	Wednesday	Anderson & Norup Evening Conferences
March 8	Thursday	Anderson & Norup ½ Day – Afternoon & Evening Conf.
March 14	Wednesday	High School Evening Conferences
March 15	Thursday	High School ½ Day – Afternoon & Evening Conferences
March 21	Wednesday	Elementary Evening Conferences
March 22	Thursday	Elementary ½ Day – Afternoon & Evening Conferences
March 29	Thursday	½ Day Students – ½ Records
March 30	Friday	District Closed
April 2 – 6	Monday – Friday	Spring Break – No School
May 25	Friday	½ Day Students – ½ Day Comp

May 28	Monday	District Closed – Memorial Day
June 11 - 13	Monday - Wednesday	High School ½ Day – Final Exam
June 13	Wednesday	½ Day Students – ½ Day Records (Last Day for Teachers)

***The school calendar will reflect 180 days of instruction, approximately 1118 instructional hours, while maintaining the total teacher work hours comparable to those of 2015-16 school year, all of which will not require any adjustment to the salary grid.**

**Parent Teacher Conference Schedule
2015 – 16**

FALL

Elementary	Wednesday	November 11	Evening
	Thursday	November 12	Afternoon & Evening
Anderson MS & Norup IA	Wednesday	October 21	Evening
	Thursday	October 22	Afternoon & Evening
High School	Wednesday	October 14	Evening
	Thursday	October 15	Afternoon & Evening

SPRING

Elementary	Tuesday	March 22	Evening
	Wednesday	March 23	Evening
	Thursday	March 24	Afternoon
Anderson MS & Norup IA	Wednesday	March 9	Evening
	Thursday	March 10	Afternoon & Evening
High School	Wednesday	March 16	Evening
	Thursday	March 17	Afternoon & Evening

Parent Teacher Conference Schedule*
2016 – 17

FALL

Elementary	Wednesday	November 16	Evening
	Thursday	November 17	Afternoon & Evening
Anderson MS & Norup IA	Wednesday	October 26	Evening
	Thursday	October 27	Afternoon & Evening
High School	Wednesday	October 19	Evening
	Thursday	October 20	Afternoon & Evening

SPRING

Elementary	Wednesday	March 22	Evening
	Thursday	March 23	Afternoon & Evening
Anderson MS & Norup IA	Wednesday	March 8	Evening
	Thursday	March 9	Afternoon & Evening
High School	Wednesday	March 15	Evening
	Thursday	March 16	Afternoon & Evening

***The Spring Conference Schedule could change dependent upon the outcome of the Spring Conference Schedule Committee's Recommendation as referenced in Appendix K.**

**Parent Teacher Conference Schedule
2017 – 18**

FALL

Elementary	Wednesday Thursday	October 25 October 26	Evening Afternoon & Evening
Anderson MS & Norup IA	Wednesday Thursday	October 18 October 19	Evening Afternoon & Evening
High School	Wednesday Thursday	October 11 October 22	Evening Afternoon & Evening

SPRING

Elementary	Wednesday Thursday	March 21 March 22	Evening Afternoon & Evening
Anderson MS & Norup IA	Wednesday Thursday	March 7 March 8	Evening Afternoon & Evening
High School	Wednesday Thursday	March 14 March 15	Evening Afternoon & Evening

***The Spring Conference Schedule could change dependent upon the outcome of the Spring Conference Schedule Committee's Recommendation as referenced in Appendix K.**

APPENDIX E
PAYROLL DATES

2015-16 SCHOOL YEAR

September 11, 2015	March 11, 2016
September 25, 2015	March 24, 2016
October 9, 2015	April 8, 2016
October 23, 2015	April 22, 2016
November 6, 2015	May 6, 2016
November 20, 2015	May 20, 2016
December 4, 2015	June 3, 2016
December 20, 2015	June 17, 2016
December 31, 2015	July 1, 2016
January 15, 2016	July 15, 2016
January 29, 2016	July 29, 2016
February 12, 2016	August 12, 2016
February 26, 2016	August 26, 2016

APPENDIX F-1
THE REVISED SCHOOL CODE

380.1309 Conduct constituting suspension; action by teacher; report; supervision; conference; return by student; adoption of local policy by school board; definitions.

Sec. 1309. (1) If a teacher in a public school has good reason to believe that a pupil's conduct in a class, subject, or activity constitutes conduct for which the pupil may be suspended from a class, subject, or activity according to the local policy required under subsection (2), the teacher may cause the pupil to be suspended from the class, subject, or activity for up to 1 full school day. The teacher shall immediately report the suspension and the reason for the suspension to the school principal and send the pupil to the school principal or the school principal's designee for appropriate action. If that action requires the continued presence of the pupil at school, the pupil shall be under appropriate supervision. As soon as possible after a suspension under this section, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor, school psychologist, or school social worker shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. During a suspension under this section, the pupil shall not be returned that school day to the class, subject, or activity from which he or she was suspended without the concurrence of the teacher of the class, subject, or activity and the school principal.

(2) A school board shall adopt a local policy specifying the types of conduct for which a pupil may be suspended from a class, subject, or activity by a teacher under this section. This policy shall be included in the school board's code of student conduct.

(3) As used in this section:

(a) "School board" means that term as defined in section 1311 a.

(b) "School principal" means the chief administrator of a school.

History: Add. 1999, Act 103, Imd. Eff. July 6, 1999.

Popular name: Act 451

APPENDIX F-2

STUDENTS

BOARD POLICY 5610

EMERGENCY REMOVAL, SUSPENSION, AND EXPULSION OF STUDENTS

The Board of Education recognizes that exclusion from the educational programs of the District, whether by suspension or expulsion, is the most severe sanction that can be imposed on a student in this District and one that cannot be imposed without due process since exclusion deprives a child of the right to an education. The Board also recognizes that it may be necessary for a teacher to remove a student from class for conduct which is disruptive to the learning environment, and that such removals are not subject to a prior hearing, provided said removal is for a period of less than twenty-four (24) hours. However, if an emergency removal may result in a suspension, then due process must be ensured.

For purposes of this policy, "suspension" shall be either short-term (not more than ten (10) days) or long-term suspension (for more than ten (10) days but less than permanent expulsion) of a student from a regular District program.

For purposes of this policy, unless otherwise defined in Federal and/or State law and Policy 5610.01, "expulsion" shall be the permanent exclusion of a student from the schools of this District. Students who are expelled permanently may petition for reinstatement under the provisions stipulated in Policy 5610.01.

The Superintendent or designee may suspend a student for a period longer than ten (10) days or expel a student. The Board shall act on any appeal to the decision.

In all cases resulting in short-term suspension, long-term suspension, or expulsion, appropriate due process rights described in Policy [5611](#) must be observed. The building administrator shall check to make sure the student is not classified as disabled under Section 504.

No student, otherwise eligible for attendance, shall be excluded from a District program unless that student substantially interfered with the maintenance of good order and/or the educational environment, or unless it is necessary to protect that student's or other students' physical or emotional safety and well being.

A student may be removed from a class, subject, or activity for one (1) day by his/her teacher for certain conduct as specified in the Code of Conduct, or the student may be given a short-term suspension by the building administrator or the appropriate teacher. A student so removed will normally be allowed to attend other classes taught by other teachers during the term of the one (1) day removal. A student removed from the same class for ten (10) days will receive a due process hearing for each suspension beyond ten (10) days, consistent with required due process for long-term suspensions. The Board designates the Superintendent or designee as its representative at any hearings regarding the appeal of a suspension.

The Superintendent shall develop administrative guidelines to implement this policy.

M.C.L. 380.1301, 380.1309, 380.1311

20 U.S.C. 3351

State Board of Education, Resolution to Address School Discipline Issues
Impacting Student Outcomes, Adopted June 12, 2012

Revised 1/14/14

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Appendix G

Professional Meetings* (all 75 minutes)

2015 – 2016

September 22	February 2
	February 9
October 6	March 1
October 13 (Elem & Middle Only)	March 8 (High School Only)
October 20 (High School Only)	March 15 (Elem & Middle Only)
November 10 (Middle & High School Only)	
November 17	April 12
November 24 (Elem Only)	April 19
December 1	
December 8	May 3
	May 10
January 5	
January 12	June 7

*** Meetings will be designated as “building” or “data team”. Administration retains the right to determine use and agenda. Staff meetings will not be scheduled during the same week as Fall and Spring Conferences.**

Professional Meetings
(all 75 minutes)
***Tentative

2016 – 2017

September 13

February 7

February 14

October 1

October 18 (Elem & Middle Only)

October 25 (High School Only)

March 7 (Elem & High School)

March 14 (Elem & Middle School)

March 21 (Middle & High School)

November 1

November 8

April 11

April 18

December 6

December 13

May 2

May 9

January 10

January 17

June 6

Professional Meetings
(all 75 minutes)
***Tentative

2017 – 2018

September 12

February 6

February 13

October 1

October 10 (Elem & Middle Only)

October 17 (High School Only)

March 6 (Elem & High School)

March 13 (Elem & Middle School)

March 20 (Middle & High School)

November 7

November 14

April 10

April 17

December 5

December 12

May 1

May 8

January 9

January 16

June 5

APPENDIX H
OTHER QUALIFIED ADULT

- A. For the purposes of this Appendix, “family” is defined to include Other Qualified Adults, (or OQA’s) as described below. In addition, under this Appendix, children and other relatives of OQA’s are to be treated in the same way as are children and other relatives of spouses and/or other family members. Any definition of “family” within this Appendix shall include OQA’s.
- B. Definition of Other Qualified Adult. For the purpose of this Appendix, an “Other Qualified Adult” is one whose financial and/or personal interests are connected to that of a bargaining unit member represented by the Association to an extent that would qualify this individual to be recognized by the collective bargaining agreement as a part of the member’s immediate family. An OQA must:
1. Be of legal age for entering into legal, binding, written business agreements.
 2. Not be eligible to be one of the bargaining unit member’s intestate heirs by virtue of being a blood relative.
 3. Have a personal financial arrangement with the member that meets at least two of criteria (a)-(d) and two of the criteria (e)-(i) that establishes the need for recognition of OQA status including:
 - a. Common ownership of the shared principle residence.
 - b. Joint checking account.
 - c. Joint credit account.
 - d. Joint credit card.
 - e. The member and OQA each has Durable Power of Attorney for financial management of the other.
 - f. Each has Durable Power of Attorney for health care for the other.
 - g. Shared responsibility for dependent minor children.
 - h. The member’s Will or Trust designates the OQA as primary beneficiary for the member’s employer-paid life insurance or for the Will itself and vice versa or to receive benefits under the member’s retirement contract (includes IRA’s, 401(k), 403(b) or any other pension plan held by the member.)
 - i. Both persons agree that by requesting OQA recognition that each is to be responsible for each other’s basic debts and living expenses. Both persons agree that anyone who is owed these expenses can collect from either person.
 4. Neither person is married to a different person; by either standard or common law.
- C. A member and another person shall be recognized as having established “Other Qualified Adult” status on the basis of a financial relationship, when they have

filed a notarized "Affidavit of Other Qualified Adult" status with the insurance carrier and school district and have received written confirmation from the district. An employee who provides false information in connection with obtaining benefits under this Appendix shall be liable for the costs of any premiums paid by the district or for any benefit services received by the OQA or the OQA's children under this Appendix.

- D. Health care coverage shall include hospital-surgical-medical benefits.
- E. The Board shall pay the premiums for such health care coverage of OQA's in a manner consistent with its payment of health insurance premiums enjoyed by the membership.
- F. State and or Federal Law may not recognize "Other Qualified Adults" as being qualified for tax-exempt status regarding the employer-paid benefit. Therefore, the value of the health care coverage is subject to income tax and FICA taxes and will be reported as income on the employee's W-2 form.

The OQA may, however, qualify as an IRS "Eligible Dependent" if more than half of the OQA's support for the year comes from the employee, the member earns less than the IRS exemption amount, and the OQA is a member of the household maintained and occupied by the employee/member. An employee who believes his/her situation meets these qualifications should verify this with a competent attorney, at her or his own expense. The district assumes no tax responsibility or tax liability for the veracity or continuing veracity of the statements contained in this section; taxability, and furthermore, no employee should rely on information contained herein as being definitive on the subject, and should consult an attorney of his/her choice. A OQA's minor children may meet the dependent requirements under Section 151 and 152 of the IRS Code. The employee must submit competent legal documentation, at his or her own expense, showing that the children meet these requirements.

- G. Berkley Public Schools will keep records containing Other Qualified Adult confidential to the extent permitted by law.
- H. Employees will be required to submit an "Affidavit for Termination of Other Qualified Adults Benefits" (obtained from the district's benefits office) if the relationship ends, has ended or if the OQA dies. The employee will be liable for her or his failure to provide this documentation within two weeks of the termination of the relationship for the costs of any premium paid by the district or for any benefit services received by the OQA or the OQA's children after they are no longer eligible to be covered. Benefit eligibility for the OQA partner will cease upon the OQA's death or upon the date the OQA relationship ends, as stated on the "Affidavit for Termination of OQA Benefits."
- I. In the event that an employee chooses to delete an OQA from her or his coverage s/he will not be eligible to add a new OQA until twelve (12) months have elapsed since the deletion of the former OQA and must satisfy ALL of the eligibility requirements set forth above.
- J. Because COBRA does not require that an employer provide continuation coverage benefits to other than employees, their spouses, and dependents who were participants in the health plan, the district does not offer COBRA for any other such continuation coverage benefits to OQA partners Oral representations that may be

made by any administrator or other person who might be or could be considered to have the authority to make such representations must be considered by the employee who signs this document and by the OQA as misrepresentations and cannot be relied upon to circumvent the plain language in this section of this document.

AFFIDAVIT OF 'OTHER QUALIFIED ADULT' ELIGIBILITY

Employer:	
Employee Name:	
Insurance Carrier ID Number:	
Other Qualified Adult Name:	
OQA Social Security Number:	

We declare, for purposes of obtaining group insurance coverage that we have an existing relationship that meets all of the criteria listed below:

1. We are both eighteen (18) years of age or older
2. We are not related by blood
3. Neither of us is married
4. We have a committed financial relationship that has existed for a least six months that is evidenced by the following (check all applicable): You must have a least two of the criteria listed (a)-(d) and two of the criteria listed (e)-(i).
 - a. Joint checking account _____
 - b. Joint credit account _____
 - c. Joint credit card _____
 - d. The member and OQA each has Durable Power of Attorney for financial management of the other _____
 - e. Each has Durable Power of Attorney for health care for the other _____
 - f. Shared responsibility for dependent minor children _____
 - g. The member's Will or Trust designates the OQA as primary beneficiary for the member's employer-paid life insurance or for the Will itself and vice versa or to receive benefits under the member's retirement contract (includes IRA's, 401(k), 403(b) or any other pension plan held by the member). _____
 - h. Both persons agree that by requesting OQA recognition that each is to be responsible for each other's basic debts and living expense. Both persons agree that anyone who is owed these expenses can collect from either.
 - i. Common ownership of the shared principal residence

We affirm that the information provided above is true. We understand and agree that if the information is not true, that we may be jointly and severally liable for the costs of the premiums paid by the district or for any benefit services received by the OQA or the OQA's children under such insurance coverage. We further agree to notify the insurance carrier and the school district within thirty (30) days if the relationship ends or if any of the above information is no longer in termination of all the insurance carrier coverage for the OQA and could result in liability for claims incurred during any period of coverage subsequent to changes in the relationship. The insurance carrier and the school district will agree to keep this Affidavit confidential to the extent permitted by law and will not disclose it without notice to the employee.

Dated: _____
Signature of Employee

Dated: _____
Signature of OQA

Subscribed and sworn to before me on this _____ day of _____

Notary Public

APPENDIX I
LETTER OF UNDERSTANDING

High School Schedule

During the 2015-16 school year, a committee will be established to review the current Berkley High School schedule.

The Committee shall consist of a representative group of stakeholders.

The Committee shall make any recommendations for changes to the current schedule by February 28, 2016. It is understood that if the Committee's recommendation would require changes to the 2015 – 2018 Collective Bargaining Agreement, these changes must be ratified by both parties.

Agreed,

Agreed,

Berkley School District

Berkley Education Association

APPENDIX J

DENTAL BENEFITS

Carrier: A.D.N. Network: A.D.N., MDP, DenteMax Effective Date: 7/1/2012 Plan Type: DPPO – Self Funded		
Plan Basics	In Network	Out of Network
Deductible (Individual/Family)	\$0	\$0
Class I – Preventative	100%	100%
Class II – Basic	80%	80%
Class III – Major	80%	80%
Class IV – Orthodontia	60%	60%
Annual Maximum – Class I-III		\$1,200
Lifetime Maximum – Class IV		\$1,500
Covered Services		
Class I – Preventative Services	Exams, Fluoride	
Class II – Basic/Restorative Services	X-Rays, Sealants, Space Maintainers, Fillings	
Class III – Major Services	Oral Surgery, Endo., Perio., Crowns, Bridges, Dentures	
Class IV – Orthodontic Services	Coverage to age 19	
Waiting Periods	N/A	

VISION BENEFITS

Carrier: NVA Network: A.D.N., MDP, DenteMax Effective Date: 7/1/2012 Plan Type: VSP "Look-Alike"		
Plan Basics	In Network	Out of Network
Examination	\$6.50 copay	\$28.50 Optometrist \$38.50 Ophthalmologist
Exam Frequency	12 Months	12 Months
Lenses:	\$18 Copay, then	Up to:
Single Vision	Covered 100%	\$29.00
Bifocal	Covered 100%	\$51.00
Trifocal	Covered 100%	\$63.00
Lenticular	Covered 100%	\$75.00
Lenses Frequency	12 Months	12 Months
Contact Lenses		
Elective	Covered up to \$90 Retail Allowance	Covered up to \$90
Medically Necessary	Covered 100%	Covered up to \$175
Frame	Covered up to \$65 Retail Allowance	Covered up to \$44
Frame Frequency	12 Months	12 Months

LIFE/AD & D BENEFITS

Carrier: Reliance Standard Effective Date: 7/1/2012	
Plan Basics	
Life Benefit*	\$50,000
AD&D Benefit*	\$50,000
Guarantee Issue	\$50,000
Waiver of Premium	Included
Portability	Included

*Members enrolled in MESSA medical will receive a \$45,000 benefit through Reliance Standard plus an additional \$5,000 benefit packaged with MESSA Medical/RX. Members not enrolled in MESSA medical will receive a \$50,000 benefit through Reliance Standard.

LTD Benefits

Carrier: Reliance Standard Effective Date: 7/1/2012	
Plan Basics	
Benefit Percentage	66.67%
Monthly Benefit Maximum	\$5,000
Elimination Period	90 Days
Medical Premium Expense Benefit	COBRA benefit paid (\$1,200 for up to 29 months)
Own Occupation	24 Months
Alcohol/Drug	Covered Full

APPENDIX K
LETTER OF UNDERSTANDING

Spring Conference Advisory Committee

During the 2015-16 school year, an Advisory Committee will be established to review the current Spring Conference schedule and study whether or not this structure is optimal for future school years.

The Advisory Committee shall consist of a representative group of stakeholders.

The Committee shall make any recommendations for changes to the current Spring Conference schedule by February 28, 2016. It is understood that if the Committee's recommendation would require changes to the 2015 – 2018 Collective Bargaining Agreement, these changes must be ratified by both parties.

Agreed,

Agreed,

Berkley School District

Berkley Education Association

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