

MASTER AGREEMENT

Brandon Board of Education

and

Brandon Education Association

September 1, 2009 – December 31, 2010

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BRANDON SCHOOL DISTRICT

MASTER AGREEMENT

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

WHEREAS, the Brandon Education Association has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as the representative of its membership to comply with the Laws of the State of Michigan; and

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

THEREFORE, this Agreement has been entered into September 1, 2009 by and between the Brandon School District in the Counties of Oakland and Lapeer, Michigan, thereafter called the "Board", and the Brandon Education Association, hereinafter called the "Association". This Agreement shall be in effect from September 1, 2009 through and including December 31, 2010.

IN WITNESS WHEREOF, the parties have, by their duly authorized officers, executed this Agreement on the 14th day of September, 2009.

BRANDON BOARD OF EDUCATION
OF THE BRANDON SCHOOL
DISTRICT IN THE COUNTIES OF
OAKLAND AND LAPEER,
ORTONVILLE, MICHIGAN

BRANDON EDUCATION ASSOCIATION

By _____
President

By _____
President

Secretary

Secretary

Treasurer

Treasurer

ARTICLE I – RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive and sole bargaining representative for certified, full-time/part-time employees in the K-12 program in the positions of classroom teachers, counselors, social workers, school psychologists, speech and language pathologists, media specialists, and pre-primary impaired teacher, whether under contract or on leave, but excluding supervisory executive personnel, per diem substitutes taking the place of an absent or on-leave teacher, teacher aides, employees in Community Education, post secondary teacher or employees filling other co-curricular positions not part of the regular K-12 staff.
- 1.2 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II - BOARD RIGHTS

- 2.1 The Board, on its own behalf and on behalf of the electors of the Brandon School District, hereby retains and reserves unto itself all powers, rights and authority conferred upon and invested in it by the Constitution and the laws of the State of Michigan and of the United States including by the way of illustration, and not by way of limitation, the right:
- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours.
 - B. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, their placement, dismissal, suspension, lay-off, demotion and transfer.
 - C. To determine the work schedule, the hours of the working day, and the duties, responsibilities and assignments of all employees represented by the Union, subject to the provisions of this Agreement.
 - D. To determine the district's grade configuration and assignment of grades and programs to the district's facilities.
- 2.2 The exercise of the foregoing powers, rights and authority by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with the Constitution and laws of the State of Michigan.

ARTICLE III - ASSOCIATION RIGHTS

3.1 Building Usage

The Association and its representatives shall be allowed the use of school buildings as defined in Board Policy 7510 "Use of Buildings and Properties" in effect as of December 8, 2008.

3.2 Association Representatives

Duly authorized representatives of the Association and their respective affiliates may transact official Association business on school property when said representatives do not have classroom or other assignments of supervision of children, i.e. preparation time, lunch period. General building meetings or district membership meetings may take place during school hours if approved by the building administration. Parties not assigned to a building shall notify the principal or his/her office when entering the building.

3.3 Posting of Notices

The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards at least one of which shall be provided in each faculty room of each school building. A copy of each posting will be provided to the Superintendent/Designee.

3.4 Interschool Mail

The Association may use the interschool district mail service and teacher mailboxes for communication purposes unless prohibited by law.

3.5 Membership Identification

Teachers shall be allowed to wear insignia, pins or other identification of membership in the Association.

3.6 Information Requests

The Board agrees to furnish such data as to assist the Association in developing intelligent, accurate, informed and constructive negotiated programs on behalf of teachers together with any information it may possess which is relevant and material to the processing of any grievance. The Association agrees to pay the cost of duplicating such information.

3.7 Use of Equipment

Use of equipment, by mutual agreement of the administration and the Association, will be allowed for limited Association business. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

3.8 Exclusive Rights

The rights granted within this Article to the Association shall not be granted or extended to any competing labor organization.

ARTICLE IV - FINANCIAL RESPONSIBILITIES AND DUES DEDUCTIONS

4.1 All teachers, as a condition of continued employment, shall either:

- A. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect unless revoked in writing.

-or-

- B. Cause to be paid to the Association a representative fee not to exceed total dues as established by the Association by authorization of deduction of said fee from the teachers' salary in equal installments, similar to the arrangements for dues deduction from members within thirty (30) days after the commencement of employment.

-or-

- C. Cause to be fully paid in cash to the Association in either the membership dues or representation fee by October 1 of any year or within thirty (30) days of commencement of employment.

4.2 In the event that neither of the provisions of 4.1 are met, the Board, upon receiving a written and signed complaint from the Association within sixty (60) calendar days after the first working day indicating the teacher has failed to comply with either condition shall pursuant to MCLA 408.77, MSA 17.277 (7) deduct a representative fee from the bargaining unit member's wages and remit same to the Association.

4.3 The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental cost or any liability resulting from any action to which the Board may be liable by virtue of enforcing the foregoing provisions. The Board shall be entitled to legal counsel approved by the Association for representation of the Board in any and all proceedings arising in connection with this Article provided:

- A. The Board gives timely notice of such action to the Association, and
- B. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

4.4 The amount of dues to be deducted and all authorization forms must be filed with the Superintendent/designee within thirty (30) days after commencement of each school year or Association dues will not be collected by the Board. Teachers hired after the beginning of the school year shall have all authorization forms for payroll deduction filed with the Board's Superintendent/designee thirty (30) days after their date of employment or Association dues will not be collected by the Board. The amounts of the deduction for dues shall continue in effect for the remainder of the school year.

- 4.5 The right to refund to teachers monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of said dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions and/or demands, suits, legal expenses, or other forms of liability which may arise as a result of this provision.
- 4.6 Dues deducted shall be transmitted to the Association not less than monthly under procedures to be established by the Superintendent/Designee. The Association will be responsible for disbursement of the Michigan Education Association and the National Education Association.
- 4.7 Dues shall be deducted in an equal amount from each regular paycheck each month for nine (9) months beginning in September and ending in May each year unless otherwise revoked.

ARTICLE V - TEACHING HOURS

5.1 General

The normal working day for teachers shall not exceed seven and one-half (7 1/2) hours. Deviation from the normal day may be permitted by the building administrator.

5.2 A. Regular Day/Responsibilities

1. It is recognized that the teachers' working day is seven and one-half (7 1/2) hours and that time before and after the student's day shall be considered preparation time, except that teachers may be required to provide necessary supervision before classes begin and at the dismissal of classes. It is also recognized that teachers have the responsibility to strive for excellence in teaching and to participate in activities for the development and improvement of the curriculum, the school environment and relationships with children and parents. Teachers are encouraged to remain for a sufficient period of time after the regular day to attend to the matters needing attention and to have consultations with parents when scheduled with the approval of teachers. On Friday or on the day preceding a holiday or vacation, the teacher's day shall end with the conclusion of assigned duties and after buses have departed.
2. It shall be the teacher's responsibility to prepare written daily lesson plans for classes. Such plans may be reviewed individually or collectively at the discretion of the building principal. Daily lesson plans may be required to be submitted to the principal on a weekly basis. It is the teacher's obligation to provide current lesson plans, class lists and/or seating charts for the benefits of the substitute teachers.
3. The Board and the Association encourage teacher to accept a share of the necessary participation in student/school-related activities.

B. Reporting Unavailability for Work

Regularly employed teachers shall be informed of a process to report their unavailability for work. Notification will be made not less than one (1) hour prior to reporting time. In the event of an emergency which would prevent a teacher from meeting the one (1) hour requirement, such as an accident, deviation will be permitted.

5.3 Instructional Day

At a minimum, the instructional day for all teachers in grades K-12 shall be in compliance with state requirements.

- A. Should the State of Michigan require districts to change to a specified number of days and/or hours, the Association agrees to meet the minimum required days and minutes without additional compensation. The Association and the Board agree to meet to agree on the implementation of those days.

- B. Teachers in grades 7-12 will have at least one (1) preparation period equal in length to the regular class period within the confines of the student day.
- C. Special Services personnel, counselors, media specialists and others working on a flexible schedule shall schedule their assigned responsibilities with the administration.
- D. It is recognized that elementary teachers need time to prepare while various teaching specialists are working with elementary students. Elementary teachers shall receive no less than two hundred thirty (230) minutes per week for preparation time in blocks of no less than twenty-five (25) minutes each.
 - 1. Kindergarten teachers shall not receive less preparation time than teachers in grades 1-6.
- E. To accommodate individualized student assessments required of K-5 teachers, two (2) release days will be granted each year to enable those teachers to perform required testing,
- F. Should the State of Michigan require districts to change to a specified number of days and/or hours, the Association agrees to meet the minimum required days and minutes without additional compensation. The Association and the Board agree to meet to agree on the implementation of those days.

5.4 Elementary Lunch Period

Elementary teachers in grades K-6 shall have a duty-free lunch. When teachers are assigned to assist playground and lunchroom aides when students remain in the building during inclement weather, they will receive compensation in accordance with Article 6.6. Only the minimum number of teachers required to maintain discipline and supervision will be required to be on duty.

5.5 Secondary Lunch Period

Teachers in grades 7-12 shall have a duty-free lunch period equal to the length of the students' lunch period.

5.6 Staff Meetings

There will be no more than 180 minutes of staff meetings, unless mutually agreed upon between Administration and staff.

5.7 Evening Activities

Teachers shall be required to attend one (1) evening activity on an annual basis in addition to the four (4) regularly scheduled parent-teacher conference nights. Preparation for the spring activity will continue to be a recognized responsibility of the professional staff, but attendance at the event will be at the discretion of the individual teacher.

5.8 Parent-Teacher Conferences

Parent-teacher conferences will be held for a total of 15 hours per school year. At least two days (Fridays or Mondays) following conferences, a compensation day will be granted to those teachers who participated in conferences.

5.9 Shared Time Provisions

The Superintendent/Designee will consider requests for shared-time positions between two teachers. If approved after consultation with the affected teachers, details of the conditions of such shared-time positions will be reduced to writing and signed by the designated administrator and involved teachers. Copies of such agreements will be furnished to the Association President/Designee who may be present at the option of the teacher at meetings dealing with this matter. Details which will be reduced to writing may include but not be limited to the following:

- A. Salaries
- B. Fringe Benefits
- C. Teaching hours including preparation time, lunch time, reporting and dismissal time
- D. Staff meeting responsibilities
- E. Parent-teacher conference responsibilities
- F. Evening activity responsibilities
- G. Substituting responsibilities in case of absence
- H. Leave provisions
- I. Seniority, longevity and salary schedule movement provisions
- J. Return to full-time position(s) provisions
- K. Termination and/or duration provisions

5.10 High School Exam Schedule

The High School exam schedule shall utilize two (2) successive one-half days at the end of each trimester. The afternoons of both days will be used for exam correction, records and other normal professional activities.

5.11 Professional Development

Professional Development requirements shall be adhered to as per the revised School Code. There will be seven (7) one hour meetings per school year, which will be used for professional development. A site-based committee will develop the content of the professional development meetings.

5.12 Report Cards

Report cards will be due at the beginning of the third workday after the marking period ends, except at the end of the third marking period, when report cards will be due on the last day for teachers.

5.13 Records Days

At the conclusion of each trimester, one full day will be provided K-8 for the purpose of completing student records. In addition to the district-wide records day at the end of each trimester, high school teachers will continue to have two (2) one-half records days per trimester.

5.14 Support for Moving Teachers

The Board recognizes that when a teacher has to move to a different room or building, an additional burden is placed on such teacher to pack or unpack. In rendering such assistance, the Board would utilize an approach(es) from the following list appropriate to each individual case:

- A. Providing a substitute teacher
- B. Providing help from non-instructional employees
- C. Providing additional compensation
- D. Providing boxes, tape, markers, etc.
- E. Providing other assistance as determined by the Board.

ARTICLE VI - ASSIGNMENT

6.1 Scope of Assignment

Brandon School District will comply with all federal and state regulations for teacher assignments; e.g. teachers must maintain his/her highly qualified status.

6.2 Recognition of Aspirations

The Board recognizes that it is desirable in making assignments to consider the aspirations of its teaching staff. Certification and seniority will be factors in determining assignments subject to the needs of the educational program as determined by the Superintendent/Designee.

6.3 Notification of Assignment

Returning teachers shall be given their expected assignment for the coming year prior to the close of the current school year. The Board will attempt to continue teachers in their then current assignment. If an assignment is to be changed after the close of the school year, the affected teacher(s) will be notified by certified mail if a telephone and e-mail contact cannot be made and will be given an opportunity to discuss the change with the appropriate administrator. Such discussion will take place within ten (10) days of notification of the teacher of the change in assignment whenever possible but at least prior to the opening day of school for students.

6.4 Additional Assignment

Any assignment, which is in addition to the contracted teaching schedule during the regular school year, including Summer School, coaching assignments, and extra duties shall not be obligatory but shall be made with the consent of the teacher. Preference in employment for such assignments shall be given to the regularly employed teaching staff in the District. These added assignments will not involve tenure in position.

6.5 Excess Assignment

No teaching assignment shall be made in excess of those contracted without the approval of the teacher.

6.6 Substitute Assignments

No teacher shall be used as a substitute teacher except in case of emergency or at such other time when voluntarily agreed upon by the parties concerned. It is expressly understood that the failure of a substitute to arrive on schedule or the inability to secure a qualified substitute teacher shall be considered an emergency. Classroom teachers who substitute during their conference period shall be paid at the rates specified below. This section shall include elementary teachers in the event a teaching specialist is not available and a substitute is not secured. Support personnel as defined in 5.3 B will substitute only in cases of emergency as defined above and only after classroom teachers on conference periods have been solicited.

Level	Rate
High School	24.00
Middle School	23.00
Elementary	20.00

The teacher shall have the option to select compensatory time after he/she has substituted five (5) periods in the High School, six (6) periods in the Middle School, or 316 minutes in grades K-6. When sufficient time has accumulated, use will be at a time that is mutually agreed upon between the teacher and the building principal.

6.7 Temporary Administrative Assignment

If a teacher is asked to serve temporarily as Acting Administrator, the terms of such assignment may include the following:

- A. Liability insurance coverage
- B. Release time, if necessary, with or without a substitute
- C. Additional compensation

Such a temporary assignment shall not be obligatory but shall be made with the consent of the teacher.

ARTICLE VII - VACANCIES

7.1 Definitions

Vacancy shall be defined as an unoccupied/open full or part-time position within the bargaining unit resulting from reinstatement of a position, a newly created position, retirement, resignation, death, termination or the approval of a leave of absence (one (1) year or more).

7.2 Posting of Vacancies

The Board of Education upon receiving notification of a vacancy shall post said vacancy within five (5) teacher work days. With agreement between the BEA President and the Superintendent, exceptions may be made. The Board declares its support of a policy of filling vacancies including administrative/supervisory vacancies from within its own teaching staff. However, the final decision of filling vacancies rests with the Board of Education. Such vacancies shall be posted for at least five (5) teacher work days on staff bulletin boards or other mutually agreed upon district locations. The Association President shall receive copies of all postings. During summer months a representative designated by the President in each building shall also receive postings. Employees desiring notification of summer postings will provide an e-mail address or twelve (12) stamped self-addressed envelopes to Central Office by June 1.

7.3 Consideration for Vacancies

When a vacancy occurs, the Board will consider all applicants; however, bargaining unit members will be given primary consideration except when the approval of a voluntary transfer would interfere with the right of return from leave or recall. When the most senior teacher is not granted the position, the teacher shall have the opportunity to discuss such a transfer with the Superintendent/designee.

7.4 Association Notification

The Board will notify the Brandon Education Association of openings so the laid-off employees of constituent District of Oakland Schools may make application and be considered.

7.5 Filling of Vacancies

All vacancies will be filled as soon as possible after the conclusion of the posting period unless special circumstances exist in which case the Superintendent/Designee and the Association President will meet to discuss when and how the vacancy will be filled.

7.6 Rights of Transferred Employees

Transferred employees shall have the same rights as non-transferred employees for posted positions, except as provided in Section 7.3.

ARTICLE VIII - TRANSFERS

8.1 Voluntary Transfers

- A. Request by a teacher for transfer to a different class, building or position shall be made in writing to the Superintendent/Designee by the first Monday in April of each school year. The Superintendent/Designee shall notify the applicant in writing by May 15 as to whether the transfer has been accepted or refused for the following year. Upon written request, reasons for refusal will be provided in writing within ten (10) working days of the request. A request for transfer to a specific posted vacancy will be considered at any time pursuant to Article VII, Paragraph 7.3.
- B. Transfer requests must be renewed annually in order to assure active consideration.
- C. Seniority in the Brandon School District will be given primary consideration when more than one (1) teacher applies for a transfer to the same position.
- D. Trades between two (2) teachers shall be permitted in order to allow a teacher to move up with his/her class. Trades will be subject to the mutual agreement of the involved teachers and the administration. Such trades will be for one (1) years.
- E. Newly hired teachers may not request a voluntary transfer in the first two years of employment.
- F. Staff who receive the initial specialized training with Title I funds, must remain in a Title I building for a period of four years.

8.2 Involuntary Transfers

- A. While the parties recognize that involuntary transfers may be necessary due to performance or to meet instructional requirements, they also recognize the desirability to keep such transfers to a minimum. Involuntary transfer may be made when deemed necessary by the Superintendent/Designee for educational reasons but not for disciplinary reasons.
- B. If a teacher is to be transferred involuntarily to meet the following instructional requirements: unexpected leaves, opening of a new building, enrollment shift, death of a staff member, retirement, termination, resignation, staff reduction or physical plant damage, the teacher shall be notified in advance. The teacher shall have the opportunity to discuss such a transfer with the Superintendent/designee.
- C. If involuntary transfers are necessary and direct contact cannot be made, a certified letter shall be sent to the last address of record informing the teacher. Failure to respond in writing within ten (10) days of receipt of the certified letter or other direct contact shall be deemed as acceptance by the teacher of the change.

- D. If a teacher objects to the transfer, the dispute may be resolved through the professional grievance procedure. Before the formal grievance process is started the Association president and the Superintendent/Designee will meet informally to attempt to resolve the issue. The grievance will be initiated at the Superintendent's level of the professional grievance procedure.
- E. Transfers under Section C above shall not normally exceed one (1) school year and the certified and qualified (See Article XXI) teacher in the building in the affected grade level/subject area with the least District-wide seniority will be transferred.

At the elementary level, when a classroom at the grade level in a building is reduced due to a change in student population (i.e., enrollment shift), a voluntary transfer by an affected teacher (to a vacancy in the grade level above or below grade level) shall occur before the position is posted. If there is no volunteer for transfer, the teacher in the reduced grade level with the least district-wide seniority shall be transferred to a vacancy in the grade level above or below. If more than one (1) grade level is affected by student movement, placement shall be by district-wide seniority of those teachers affected.

ARTICLE IX - CLASS SIZE

9.1 Desirable Standards

The Board and the Association recognize that pupil/teacher ratio is an important aspect of a quality education program. The parties agree that class size should be lowered whenever practicable and to the extent feasible, taking into account the availability of qualified staff, facilities, funds and Federal and State requirements. The standard practice of the District will be to equalize class size district-wide as students enroll. The following are recognized as desirable standards:

Kindergarten	24 pupils
Grades 1-3	25 pupils
Grades 4-5	27 pupils
Grades 6-8	27 pupils
Special Education Classes	Federal/State Law Maximums
Grades 9-12 (General)	32 pupils
Secondary Physical Education	40 pupils

If the desirable standards are exceeded by four or more pupils, the affected teacher may refer to Article 9.4.

9.2 Specialty Classes

In such classes as Shop, Computers, Drafting, Science, etc., class size will be based upon the number of student work stations. If the number of students exceeds the number of work stations, the affected teacher may refer to Article 9.4.

9.3 Mainstreaming

When Special Education students are mainstreamed, there will be collaboration involving General Education and Special Education teachers to consider class size, student disability, student placement, instructional needs and available resources. In the event that some issues cannot be resolved by the teachers, efforts will be made by the Building Principal and/or Special Education Director to balance mainstreamed students among teachers and classes in a building.

9.4 Appeal Procedure

In the event that the number of pupils in the regular K-6 classroom within a building is disproportionate by four (4) or more pupils to the number of pupils in a comparable classroom and grade level for more than the first two (2) weeks of school or at any time thereafter, the Association and/or the teacher will discuss the matter with the Building Principal. Similarly, in the event that the number of pupils in grades 7-12 is disproportionate by four (4) or more pupils to the number of pupils in a comparable classroom in subject matter and class period for more than the first two (2) weeks of a trimester or at any time thereafter, the Association

and/or the teacher will discuss the matter with the Building Principal. The Building Principal shall attempt to resolve the problem considering the following remedies:

- A. Transfer of Student(s)
- B. Rescheduling of student(s)
- C. An additional preparation day per month
- D. Formation of a new class
- E. Aide time
- F. Additional supplies and materials for classroom use upon request.
- G. Other solution agreed upon between the affected teacher and Administration

If no resolution is reached after five (5) school days, the matter will be referred to the Ongoing Contract Maintenance Committee.

ARTICLE X - DEPARTMENT CHAIRPERSONS

10.1 Establishment of Departments

The Board will establish departments in the High School and departments in the Middle School arranged by subject area or grade level, including Special Education, as determined by the Superintendent/Designee. When a subject area has less than five teachers, the Superintendent/Designee may establish department of two or more subject areas. Every teacher shall be a member of a department. Teachers shall be considered members of a given department based upon the subject area in which they teach the majority of the time.

10.2 Selection of Chairpersons

The teachers in a predetermined department shall each select from among their members a department chairperson subject to the approval of the administration. There will be no tenure in a department chairperson position.

10.3 General Responsibilities

Department chairpersons shall serve as instructional liaison between the teachers of the department and the administration. Such chairpersons shall not be considered administrative personnel for the purpose of this Agreement.

A. High School/Middle School Chairperson Responsibilities

The High School/Middle School Chairperson's responsibilities are as follows:

1. Act as the curriculum advisor with the building administrator and assist in developing a well-planned curriculum.
2. Develop a departmental budget reflecting the needs of the department for textbooks, supplies, materials and equipment needed to provide for a quality program.
3. Develop and maintain accurate inventories of textbooks, supplies, materials and equipment as required by the building principal.
4. Assist in developing clear and comprehensive department goals and objectives.
5. Assist in the articulation of the curriculum in their respective subject area on a K-12 basis.
6. Assist in scheduling the course selection of the department.
7. Attend and conduct departmental and chairperson meetings as necessary and/or required by the building principal.

C. Elementary Chairperson Responsibilities

The Elementary Chairperson's responsibilities are as follows:

1. Act as the curriculum advisor with the building administrator and assist in developing a well-planned curriculum.
2. Assist in the development of a building budget reflecting the needs of the elementary school for textbooks, supplies, materials and equipment to provide for a quality program.
3. Assist in the selection of textbooks, supplies, materials and equipment to provide for a quality program.
4. Attend chairperson's meetings with the elementary building principals, as needed.
5. Will serve as the chair or co-chair of the Building School Improvement Team.
6. Other related duties.

D. Brandon Alternative High School Chairperson Responsibilities

The Alternative High School Chairperson's responsibilities are as follows:

1. Act as the curriculum advisor with the building administrator and assist in developing a well-planned curriculum.
2. Assist in developing a budget reflecting the needs for textbooks, supplies, materials and equipment needed to provide for a quality program.
3. Develop and maintain accurate inventories of textbooks, supplies, materials and equipment as required by the building principal.
4. Assist in developing clear and comprehensive department goals and objectives.
5. Assist in the articulation of the curriculum in their respective subject area on a K-12 basis.
6. Assist in scheduling the course selection of the department.
7. Attend and conduct departmental and chairperson meetings as necessary and/or required by the building principal.
8. Will serve as the chair or co-chair of the building school improvement team.

10.4 Compensation

Any teacher selected as a department chairperson shall be compensated in accordance with Appendix C. Each elementary school shall have one (1) chairperson to be paid the same salary as the Middle School chairperson.

10.5 Release Time

Requests for release time by Department Chairpersons will be made on forms provided by the Board. Such requests may be approved by the Central Office Administrator responsible for activities such as meetings, conferences, or at peak times when release time would expedite the duties and responsibilities of the Department Chairperson or further the curricular goals of the District.

ARTICLE XI - PAID LEAVES

11.1 Sick Leave

- A. After working one (1) or more days at the beginning of each school year, each teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or injury. Such days shall be used for personal illness or disabilities and for emergency medical procedures and injury or illness to members of the immediate family. The immediate family for purposes of Section 11.1 shall be defined as a spouse, son or daughter living in the household or someone classified as a dependent, except in the case of emergency, catastrophic accident or illness, mother or father or anyone with whom the employee has or had a guardian or foster parent relationship. The unused portion of earned sick leave allowance shall accumulate from year to year without a maximum.
- B. If an employee reports unavailability for work due to illness or disability and school is subsequently canceled for that day, no deduction in paid sick leave days shall occur. This provision shall not apply to long-term approved paid leaves of five (5) consecutive workdays or more.
- C. If a new teacher enters the system during the year, he/she shall be credited with a sick leave allowance equivalent to one (1) day for each remaining month of the school year.
- D. Cost of a physical or psychiatric examination required by the Board of an actively working teacher shall be incurred by the Board. Release time for such examination(s) shall be provided at no loss of pay or sick leave, provided that prior approval was given by the administration.
- E. A teacher who provides medical certification that he/she is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed upon written request by the teacher. Periodic certification of continued personal illness or disability may be required by the Board at no cost to the Board. Health insurance benefits will continue according to Appendix A. 3 (D). The teacher shall provide at least thirty (30) days' notice of intent to return and medical verification of ability to perform the normal assignment. Article XII, Section 12.3 (E) shall govern return to work.
- F. A teacher who has been absent three (3) consecutive workdays may be requested to present a doctor's statement upon return to work. In case of prolonged illness (over ten (10) consecutive workdays), periodic reports from a doctor may be requested by the administration. In addition, a pattern of absences may also require a doctor's statement.
- G. Any teacher reporting an absence will specify the reason for the absence at that time.

11.2 Paid Predictable Disability

- A. When a potential disability or hospital confinement is known to the teacher, the Superintendent/Designee shall be notified as soon as possible of the anticipated dates where use of sick leave may be necessary. Medical verification will accompany the notification and medical certification of continued ability to perform duties may be required.
- B. To receive sick leave benefits, the employee must perform all duties until physically disabled and unable to perform duties, and the employee must return to work as soon as the physician certifies the employee's ability to return. Such certification to return to work may be required by the Superintendent/Designee for all such leaves taken.
- C. If at all possible, elective medical procedures will be scheduled during a time which would have the least impact on student learning.

11.3 Worker's Compensation

Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for the duration of such absence not to exceed one (1) year at which time the teacher shall be placed on unpaid leave not to exceed two (2) years provided that the injury or illness qualifies under the Michigan Worker's Compensation Act.

11.4 Legal Appearances

- A. **Jury Duty:** A teacher called for jury duty during school hours must remit to the district additional compensation received, less any mileage.
- B. **Court Appearance:** A teacher subpoenaed to give witness testimony before a judicial or administrative tribunal must remit to the district additional compensation received, less any mileage. No teacher shall be compensated for appearing as a witness in a judicial or administrative tribunal matter on behalf of or as a representative of the Association, unless a specific exemption is mutually agreed upon in advance of the proceeding.

11.5 Bereavement Leave

- A. A teacher will be credited with up to three (3) non-cumulative paid bereavement leave days for each death in the immediate family. This leave may be used only in the event of death in the immediate family to attend the funeral and/or related activities. The immediate family shall be defined as spouse, children, mother, father, brother, sister, grandparents, grandparent-in-law, legal guardians, mother-in-law and father-in-law, grandchildren, aunts, uncles, nieces, nephews, brother-in-law, sister-in-law, step-parents, step-grandparents, step-children and step-siblings. The teacher shall report the absence prior to the taking of such leave, or, as soon as possible make written application on the bereavement leave form.

- B. When warranted by special circumstances, the Superintendent may grant additional bereavement leave days or leave days for deaths other than those mentioned above. Teachers wanting a funeral leave under the special circumstances clause shall request the leave and state the special circumstances prior to the taking of the leave.

11.6 Association Leave

- A. The Board shall allow Association officers and designated representatives a total of ten (10) days, non-accumulative, release time per year, if needed, for Association business with the Association assuming the cost of the substitute. Written notice shall be submitted two (2) days in advance to the Superintendent/Designee by the Association President.
- B. Up to five (5) additional days may be granted by the Superintendent upon written request of the Association President with the Association assuming the cost of the substitutes.
- C. If both parties agree to bargain during the school day, such bargaining days shall not be deducted from the ten (10) days above.

11.7 Personal Business Leave

- A. A teacher shall be allowed to use two (2) days per year for personal business leave, provided that said teacher teaches at least one (1) day of that contract year. If these days are used there will be no deductions from salary or paid leave. These days may be used for major religious holidays which occur on a scheduled workday.
- B. Personal business leave may be taken for the following reasons:
 - 1. Legal business that cannot be handled after school or on weekends.
 - 2. Meeting(s) with college advisors in regard to courses of study pertaining to the pursuit of an advanced degree that cannot be scheduled after school hours.
 - 3. Other important and urgent matters that cannot be handled outside of school hours.
 - 4. If an employee reports unavailability for work due to personal business and school is subsequently canceled for that day, no deduction of accumulated personal business leave days will occur.
- C. Personal business leave shall not be allowed for recreational purposes, social functions, vacation periods or pursuit of vocational or avocational activities.
- D. A teacher planning to take a personal business leave shall notify the building principal, on forms provided, at least twenty-four (24) hours in advance except in cases of emergency. All lesson plans shall be completed by the teacher requesting a leave prior to the leave and on file with the building principal. A personal business leave may not be taken the day before or the day after a legal holiday or periods of recess unless adequate justification is presented to the administration that said personal business cannot be transacted at any other date.

- E. In the event a high rate of absence is evident on a day leave is being requested and an adequate number of substitute teachers cannot be secured, a leave request may be denied on that day. However, no leave day(s) that has been previously approved in writing shall be denied.
- F. Unused personal leave days shall be added to sick leave accumulations at the end of each contract year.

11.8 Sabbatical Leave

- A. One sabbatical leave per year may be granted to a member of the teaching staff for post degree study, provided that funds are available. The availability of funds for this purpose shall be determined by the Board. Compensation shall be granted at one-half (1/2) base salary on the appropriate schedule. To be qualified, an applicant must have been employed in the School District a minimum of seven (7) consecutive years, which must include and immediately precede the year in which application is filed. Recipients must agree to return to the School District for a period of at least three (3) years following the period of the leave or return prorata the sum of the total grant.
- B. If any teacher completes his/her planned program of said leave but does not return to the employ of said school, the teacher shall, within two (2) years repay said Board the amount received by said teacher for said leave. This obligation shall, as herein before provided, be evidenced by a demand promissory note. In the event that said teacher does return to said school after completing said leave, but does not remain in the employ of the school for two (2) years following said leave, the teacher shall within two (2) years after termination of employment repay said school for compensation received during such leave period pro rata as the subsequent period of service unexpired bears to said two (2) year period. The Board may waive the provisions of this paragraph at its discretion. In the event of death or total disability of the teacher, the demand promissory notice shall be voided. Upon completion of employment for a period of two (2) years subsequent to the expiration of said leave, and said teacher having performed his/her duties with respect thereto, the demand promissory note filed with the Board shall be voided by the Board.
- C. Training for mentoring, or mentoring (as set forth in PA 335 of 1993) for a school district other than Brandon, will not be allowed while on a sabbatical leave under this section (i.e., 11.8).

11.9 Reserve Duty Leave

When a teacher presents evidence of official orders for reserve duty during a contractual period, said teacher will be allowed to use unused personal business leave days to avoid loss of pay. After such unused days are used, the teacher shall continue to receive regular pay minus the cost of the substitute teacher for the remainder of the reserve duty leave.

ARTICLE XII - UNPAID LEAVES

12.1 General Leaves

- A. An unpaid leave of absence of up to one (1) year may be granted upon written request. An extension of one (1) year may be granted upon written request from the teacher. When the leave is approved, the terms and conditions shall be set forth in writing and signed by the parties. Intent to return from such leave must be provided in writing (not electronically) to the Superintendent/Designee prior to March 15, or if the 15th falls on a weekend, the first teacher work day thereafter, or the teacher may forfeit the right to return.
- B. Requests must be submitted at least sixty (60) calendar days before the beginning date of the leave except in cases of emergency. Each request will be considered individually, and the Board's decision will be final.
- C. Upon return from such leave a teacher shall be awarded a position for which they are highly qualified if an open position exists. If an opening does not exist the returning teacher may bump the least senior teacher for a position for which they are highly qualified. Upon return, the employee shall be restored to the position on the salary schedule as previously held and be entitled to other benefits prior to said leave.
- D. Any costs incurred from replacing the employee on leave shall not be the responsibility of the employee.

12.2 Military Leave

Military leave shall be granted in accordance with applicable State and Federal laws.

12.3 Family Responsibility Leave

- A. A leave of absence for family responsibility shall be granted for up to one (1) year where family responsibility mandates the presence of the teacher in the home. The family shall be defined as a dependent living in the household. A request in writing stating the reasons shall be filed with the Board at least thirty (30) days prior to requested commencement of the leave except in cases of emergency. The request shall specify the anticipated beginning date of the leave.

The Board may request verification of reason(s) for the leave. As nearly as possible, the beginning date of the leave of absence should conform to a normal break in the school year. Employees shall request a prospective termination date of the leave of absence at the time of request for the leave.

- B. Family responsibility leave will be granted without pay or fringe benefits and without sick leave accumulation. Upon return from leave, the employee shall be restored to the position on the salary schedule as previously held and be entitled to other benefits prior to said leave.

- C. Re-employment will commence upon the date set by the Board which shall not be later than the beginning of the first day of the school year following the date the employee was declared eligible for re-employment. Extension of the leave shall be at the discretion of the Board. It is understood that the foregoing shall not supersede a necessary reduction in staff or other provisions of law or this Agreement.
- D. An employee may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board. However, the Board reserves the right at its sole discretion to approve accelerated termination of leave on the basis of each individual case.
- E. Upon returning to work, the employee shall be assigned to a position for which the employee is deemed qualified as determined by the Board. If the leave does not exceed fifteen (15) weeks, the teacher shall be returned to his/her former position.

12.4 Discretionary Unpaid Leave

No unpaid days off shall be allowed for recreational purposes.

12.5 Family Medical Leave Act (FMLA)

Absences due to serious health condition or other FMLA qualifying absences will be concurrently designated as FMLA Leave to the maximum extent permitted by law. FMLA rights and responsibilities are set forth in Appendix "F".

The District reserves its right under the FMLA to require any FMLA leave to run concurrently with paid or unpaid leave to which an employee is entitled under this Agreement. FMLA will run concurrently with any leave of three or more consecutive work days in a week. The leave may be paid, unpaid or a combination of both depending on the individual's personal sick bank. All parts of the contract remain in effect when on paid leave.

ARTICLE XIII - TEACHER EVALUATION

13.1 General

The primary objective of teacher evaluation is to improve the quality of instruction through assisting and evaluating the teachers' overall performance. Further, the parties recognize the importance and value of developing a procedure of evaluating the classroom teaching performances and success of all teachers.

13.2 Evaluation Responsibilities

The building principal/designee in administration as approved by the Superintendent, shall be responsible for evaluating teachers.

13.3 Preview

Prior to beginning the formal evaluation proceedings, the procedure and the criteria shall be reviewed with the teachers to be evaluated. Prior to beginning the formal evaluation proceedings, a written copy of the procedure and criteria to be used shall be reviewed with the teachers to be evaluated.

13.4 Frequency of Evaluation and Observation

All probationary teachers shall be evaluated yearly and all tenure teachers at least once every three (3) years as determined by the administration. These evaluations shall consist of at least one (1) formal observation for each evaluation period.

13.5 Observation

- A. All observations of the classroom teaching performance of a teacher will be conducted openly.
- B. Each formal observation, which shall be at least thirty (30) consecutive minutes or major portion of that time, shall be followed with a written report and conference between the evaluator and the teacher within fifteen (15) school days of the observation for the purpose of discussing the observation.
- C. A copy of the written reports of observation shall be given to the teacher at the beginning of each conference. Each teacher shall sign the report which only indicates that the teacher has received it. If the teacher disagrees with the observation report, the teacher may submit the objections in writing which will be attached to the copy of the report placed in the teacher's personnel file and/or the teacher may request an additional observation. If requested, the administration shall make provision for an additional observation by the same or a different district administrator.

13.6 Final Written Evaluation

The final written evaluation for each probationary teacher shall be submitted by April 20th of the current school year. The final written evaluation for each tenure teacher shall be submitted by June 1st of the year he/she is being evaluated. A copy of the evaluations shall be given to the teacher at the beginning of the conference. Each teacher shall sign the evaluation, which only indicates that the teacher has received the evaluation. If the teacher disagrees with the evaluation, the teacher may submit the objections in writing which will be attached to the copy of the evaluation placed in the teacher's personnel file.

13.7 Performance Deficiencies/Notice

At any time deficiencies in performance are recognized, such deficiencies shall be immediately set forth in specific terms in writing and discussed with the teacher. Specific ways shall be identified in which performance is to improve. A statement shall be made of how to attain the desired improvement and the assistance to be given by the administrator. If requested, the evaluator shall have demonstrated the desired performance where applicable. Adequate time shall be allowed to obtain the necessary improvement. The teacher shall be involved in the development and implementation of any plans of improvement of performance.

13.8 Evaluation

- A. An evaluation of a non-probationary (tenured) employee's work performance shall be subject to the grievance procedure, including arbitration. Any review of an evaluation shall be subject to the just cause standard.
- B. An evaluation of a probationary (non-tenured) employee shall not be subject to the grievance procedure.

13.9 File Review

The items in a teacher's personnel file originating after original employment shall be subject to review by the teacher upon request. The teacher shall be informed of any material which is placed in the personnel file. A representative of the Association may accompany the teacher in such review. The administration shall, at least 72 hours before the release of the requested file, notify any employee of a Freedom of Information Request to review their personnel file.

ARTICLE XIV - TEACHER SUPPORT/STUDENT DISCIPLINE

14.1 General Responsibility

The Board recognizes its responsibility to give prompt and reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom; however, the primary responsibility shall lie with the teacher. The administration and teachers will attempt to work together to create, to support, and to enforce reasonable rules and regulations regarding student behavior and academic achievement. The Board also recognizes that administrative availability is an important aspect of overall building discipline and control.

- A. It is recognized that teachers have general responsibility for student conduct on school grounds including the general proximity of their classroom.
- B. When a teacher is assigned a particular area to supervise not in the general proximity of the classroom, it is understood that the assigned area will then be the primary area of responsibility.

14.2 Classroom Suspension

A teacher may suspend a pupil from one (1) class period (elementary - one (1) hour) when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal or the principal's designee, as promptly as teaching obligations will allow, full particulars of the incident in writing, if requested, and previous methods used to correct the student's behavior. The pupil shall not be returned to the classroom until after consultation by the principal with the teacher.

14.3 Assault on a Teacher

- A. Any case of assault upon a teacher shall be promptly reported to the building administrator. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault, and time lost by a teacher in connection with such legal advice shall not be charged against the teacher provided the teacher is without fault.
- B. In the event an assault is made upon a teacher by a pupil while the teacher is on duty in the school or on school property, the Board will take steps to recover the cost of any damaged or destroyed clothing or personal property of the teacher which is not otherwise reimbursable.
- C. Students threatening harm to a teacher or battering a teacher shall be removed from class. The student shall not be returned to the affected teacher's classroom without prior discussion with the affected teacher and an administrator.

14.4 Student Appeal Process

It is understood that students have the right of appeal for a violation of school rules. Students may appeal to the building principal, Superintendent, and, ultimately, to the Board of Education. The Board and administration shall follow Board Policy, Administrative Guidelines and Student Handbook(s) in the application of the student appeal process.

14.5 Complaint Against a Teacher

- A. No formal action shall be taken upon a complaint against a teacher nor shall any notice thereof be included in the record of the teacher unless such matter is promptly reported in writing to the teacher.
- B. Teachers who are complained against shall be entitled to a meeting with their administrator and the complainant at the request of the teacher. A teacher may request Association representation at this meeting. For the purposes of Section 14.4, a complaint is an allegation against a teacher by a person(s) other than supervisory and executive personnel.

14.6 Board Assistance

The Board will provide assistance in accordance with the terms and conditions of the District's liability insurance coverage for employees.

ARTICLE XV - TEACHER DISCIPLINE

15.1 Progressive Discipline

- A. No bargaining unit member shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure, hereinafter set forth including arbitration. The Board's decision on the termination of services of, or failure to reemploy, any probationary teacher will be final and not subject to arbitration.
- B. A policy of progressive discipline will be followed which primarily includes a verbal warning, a written warning, reprimand, suspension and discharge, with discharge as a final last resort. However, any disciplinary action taken against employees shall be appropriate to the behavior that precipitated said action and, therefore, might begin at an intermediate level or higher.
- C. When employees are disciplined beyond the verbal warning, the employee shall be notified in writing, stating the reason for such action within ten (10) workdays of the incident except in cases of serious professional misconduct where an investigation supports action being taken at any time.
- D. In imposing discipline on a current charge, the Board will not take into account any infraction that occurred more than forty (40) months previously unless the current charge relates to a matter of serious professional misconduct.

15.2 Absenteeism and Tardiness

Employee absenteeism places an undue burden on the School District's ability to manage and direct effective programs and services for students, parents, and the community. The School District has a right to expect its employees to be at work regularly and on time. Excessive absenteeism is subject to discipline pursuant to Article 15.1B.

15.3 Rights to Representation

A teacher shall at all times be entitled to have present a representative of the Association when being formally disciplined or when disciplinary action can reasonably be anticipated by the administration or teacher for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no discharge action shall be taken with respect to the teacher until such representative of the Association is present. This representation shall be provided within forty-eight (48) hours. No action shall be taken against a teacher without just cause. Any such discipline or reprimand by the Board or representative of the Board, shall be done in privacy. All information forming the basis for action shall be made available to the teacher.

ARTICLE XVI - ONGOING CONTRACT MAINTENANCE COMMITTEE

- 16.1 The Association bargaining team will represent the Association on the Ongoing Contract Maintenance (OCM) committee. The Administration will bring to the table any administrators they choose as long as there are no more administrators than teachers.
- 16.2 The OCM team will review each article of the contract in an agreed upon agenda. When there is mutual agreement to recommend a change to the contract, the Association will take it to the Executive Board and then the membership for a formal vote.
- 16.3 Before the Association files formal contract-related grievances, grievant will be encouraged to bring issues to OCM to seek resolution. If resolution is agreed to, no grievance will be filed. If no resolution is agreed to, then the formal grievance process will be followed beginning at a Level III.
- 16.4 The Association OCM representatives will be the Association president, Association Vice President, a high school representative, a middle school representative, an intermediate representative, and an elementary representative as elected by the general membership. The MEA Uniserv Director will be a non-voting member of OCM.
- 16.5 The OCM Committee will follow the established Ground Rules, as approved.

ARTICLE XVII - PROFESSIONAL DEVELOPMENT

- 17.1 The Board may provide funds for teachers who desire to attend select professional conferences. If funds are available, travel, meals, lodging and registration fees may be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher hired to relieve the participant. Upon approval of the teacher's application, the administration shall indicate the extent of funding approved. If less than full funding is approved, the teacher may withdraw the application. In the event that any building in the Brandon School District is closed and a teacher is scheduled for a conference out of district, the teacher will be expected to attend the conference. The teacher must make every effort to contact his/her supervisor if he/she is unable to attend the conference. Failure to attend may result in reimbursement to the district for lost conference fees.
- 17.2 Upon the request of a teacher, a department chairperson, the teaching staff, the Association, or through the Board's initiative, arrangements may be made for courses, workshops, conferences and programs designed to improve the quality of instruction. Department chairpersons and others engaged in curriculum research, study or assisting new teachers may be provided with release time.
- 17.3 In recognition and support of the principle of continuous professional development to extend teacher skills and performance and enhance the development of the instructional program, the Board may provide programs during school hours, after hours and during periods when school is not in session.
- 17.4 While participation in professional development programs conducted after hours and during periods when school is not in session is voluntary, all professional staff members are strongly encouraged to participate in programs appropriate to their responsibility. The Board may provide approved participants with a stipend and/or provide compensatory time in lieu of payment for designated programs.
- 17.5 A teacher who enrolls in a Brandon School District Community Education course, which is related to their present or future teaching assignment, will be allowed to attend tuition free. To qualify for this benefit, the teacher must submit a request specifying how the course relates to their present or future employment with the Board signed by their immediate supervisor. A voluntary tuition payment may be made if such is necessary to support the class offering.
- 17.6 At least two of the five professional development days provided by the District should be planned at the department or building level, initiated by the teachers based on building needs and/or desires.
- 17.7 An employee who is required to have fifteen (15) days of professional development during the first three (3) years of employment, pursuant to PA 335 of 1993 (Section 1526), will have up to five (5) teacher work days during said three (3) year period, in addition to the days set forth in the Teacher Calendar (Appendix D). These additional days for professional development will be without additional compensation.

ARTICLE XVIII - PROFESSIONAL COMPENSATION/PAYROLL DEDUCTIONS

18.1 Basic Compensation Rates

The salaries of employees covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule(s) will remain in effect during the term of this Agreement.

18.2 Salary Schedule Movement

A teacher may move from one salary schedule to another as a result of acquiring the sufficient graduate hours or degrees by making application on the form provided and furnishing to the Superintendent/Designee an official transcript by August 15 or January 15. In the case where an official transcript cannot be obtained in a timely manner, an official letter from the institution can be substituted until the transcript is forwarded. Graduate semester hours are those acquired on a planned program from an accredited institution beyond the Bachelor's degree.

18.3 Experience Credit

Teaching personnel entering the employment of the School District may be granted credit for experience (when applicable) and placed on the salary schedule accordingly.

18.4 Daily/Hourly Rates

A day's pay shall be determined by dividing the teacher's total contract rate by the total number of teacher days covered by the contract. The hourly rate is determined by dividing the daily rate by the length of the teaching day.

18.5 Excess and Extended Assignments

Teaching assignments for teachers in excess of those contracted shall be compensated at the individual teacher's contracted rate as determined in Section 18.4 above, when a teacher is regularly assigned to teach during their conference period during a normal school year or when a teacher's work year is extended.

18.6 Mileage

Teachers required in the course of their duties to drive personal automobiles on school business shall be reimbursed for mileage at the rate established by the Internal Revenue Service at the date of occurrence.

18.7 Increments

A. Teachers working or in a paid status (on the payroll) shall advance on the salary schedule one full contract year, one (1) full step at the beginning of the following contract year.

- B. Teachers working less than a full contract school year shall advance on the salary schedule as follows:
 - 1. To advance one full step the following school year, a teacher must work 75% of the contracted days of the preceding year.
 - 2. Those teachers working at least 50% but less than 75% of the contracted days of the preceding year will advance one-half (1/2) step the following school year.
- C. Teachers working less than a 7-1/2 hour day will advance on the salary schedule each year, but be paid based on a percentage of the assigned work day.

18.8 Extended Year Compensatory Time

At the request of the teacher, subject to the approval of the Superintendent/designee, compensatory time may be taken in lieu of payment when a teacher's work year is extended beyond that of a regular work year.

- A. Compensatory time off will be at the rate of one (1) hour off for each hour worked.
- B. The employee and immediate supervisor will be responsible for verification of compensatory time earned and the scheduling of compensatory time off.
- C. When a teacher's work year is extended beyond that of a regular work year as set forth in the calendar (Appendix D) either before or after the regular work year, the teacher shall be notified not less than thirty (30) days prior to the end of the current school year except as affected by Article XIX, Section 19.3. Such additional days will be at the per diem rate.

18.9 Pay Options

A teacher shall have the option at the beginning of each school year to select one of the following schedules: (1) twenty-one (21) pays or (2) twenty-six (26) pays. These pay schedules are subject to change only on a yearly basis beginning one (1) week prior to the second payroll date of each school year. Deviation may be allowed for good cause for those teachers on twenty-six (26) pays if approved by the Superintendent/Designee. All new employees will have direct deposit of all pay.

18.10 Payroll Deductions

The Board agrees to make voluntary payroll deductions from the salaries of teachers in accordance with Board Policy 6520.

18.11 Co-Curricular Pay

The Board will make payment for extra duties as listed in Appendix C. The extra duty payment will be a part of the payroll check but will be treated as a separate check for computing tax deductions. Payment for seasonal co-curricular duties will be made upon

completion of assignment. Payment for year-long assignments will be made on the first paydates after January 15 and after June 15.

18.12 Severance Pay

- A. Teachers working one (1) year or more shall, upon resignation, be paid for unused sick leave accumulation earned since August 27, 1984 at the rate of \$10.00 per unused day(s).
- B. Teachers working one (1) year or more shall, upon retirement, in accordance with the provisions of the Michigan Public School Employees' Retirement System (MPERS) be paid for unused sick leave accumulation earned since August 27, 1984 at the rate of \$25.00 per unused day(s). Beginning September, 1989 teachers who retire under the provisions of the Michigan Public School Employees' Retirement System (MPERS) will have the remaining unused sick days in the category earned from August 27, 1984 on compensated at the rate of \$37.50 per unused day(s).
- C. Formula

Fifty percent (50%) of a person's sick leave used after August 27, 1984 shall be charged against the person's sick leave accumulated prior to August 27, 1984 if such accumulation exists and/or until exhausted. Persons having such sufficient accumulation will have fifty percent (50%) of used sick leave charged against days accumulated since August 27, 1984. All others will have sick leave charged against their accumulation earned since August 27, 1984 until exhausted.
- D. When legislation is in effect, which allows and sets forth guidelines for the purchase of service credit from the Michigan Public School Employees' Retirement System (MPERS), the administration and the Association shall meet and discuss a service credit purchase plan which is based on the value of accumulated sick days as stated in Section 18.12 for those employees eligible for retirement.

ARTICLE XIX - CONTINUITY OF OPERATIONS

19.1 No Strike Clause

The Association agrees not to strike in violation of Public Act 336, 1947 as amended.

19.2 School Calendar

The school calendar shall be determined by the Ongoing Contract Maintenance Committee in accordance with Appendix D.

19.3 School Closing

In the event school is closed for students due to inclement weather or other emergency causes, teachers shall not be required to report for duty, and the day of instruction shall be rescheduled in accordance with this provision. Teachers shall not receive additional compensation for the rescheduled days of instruction, including but not limited to additional salary or paid leave days. Days not required to be made up under state law shall not be rescheduled. Thereafter, days of instruction shall be rescheduled as follows:

All scheduled days of instruction shall be scheduled after the end of the designated school year as set forth in Appendix D and continuing on succeeding workdays until the required number of days has been made up and completed. The teacher record day shall be rescheduled for the first workday following the last make-up day of instruction.

If, due to a statutory change or modification, the School District can count days school is closed for students due to inclement weather or other emergency causes as days of pupil instruction for state aid purposes, and/or if the School District is not required to make up days of student instruction without a loss of state funding, teachers shall not be required to make up days school is closed for students as a result of inclement weather or other emergency causes and shall not lose pay or paid leave.

19.4 Renegotiations

In the event the length of the student day is changed by the Board, the length of the teachers' workday shall be negotiated between the parties before implementation.

ARTICLE XX - GENERAL CONDITIONS OF EMPLOYMENT

20.1 Minimum Standards

Conditions of employment, including teaching hours, extra compensation for work outside of the regularly contracted teaching hours, planning periods, leave and general working conditions, shall be maintained at not less than the highest minimum standards as specified in this Agreement.

20.2 Faculty Facilities

The Board shall make available in each school, lunchroom and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty room. Provision for such facilities shall be made in all future buildings.

20.3 Classroom Facilities

The Board shall provide:

- A. A separate desk for each teacher or other individual workspace suitable to the teacher so that adequate planning, student and parent conferences, and preparation of teaching materials may take place.
- B. A mutually agreeable lockable space in classrooms for each teacher for storage of personal articles and keys to these locks shall be issued upon request of the individual teacher. The teacher will pay the cost of replacement of the lock and key, if lost.
- C. A teacher's edition of all adopted textbooks used in each of the assigned courses, if available, for each teacher teaching the subject/course.
- D. A storage space in each classroom for instructional materials.
- E. Materials required to fulfill daily assignments.
- F. The Board recognizes that appropriate teaching materials and equipment for classroom use evolve from implementing stated goals/objectives of the School District's curriculum. The Board will annually establish a budget for teaching supplies and teachers will be consulted regarding their needs and desires. Recommendations concerning the implementation of the stated objectives, through a selection of teaching materials and equipment by the district-wide curriculum committee, must be taken under advisement by the Board.
- G. In recognition that some teaching stations may be more desirable than others, a teacher may request, in writing, a change in a teaching station. Building principals will consult with affected staff prior to making final room assignments.

20.4 Telephone Facilities

Telephone facilities for reasonable use shall be made available for teachers. Long-distance calls shall be made collect or charged to home telephones or calling cards. The Board agrees that quiet private telephone facilities are necessary to conduct school business, and that continuing efforts will be made to improve existing facilities as determined by the administration. Personal electronic devices will be used for personal use only during non-student contact time.

20.5 Parking Facilities

- A. Off-street parking facilities shall be provided for faculty use.
- B. When an act of vandalism occurs to teachers' vehicles or personal property and is promptly reported, the administration will investigate and take appropriate action, as determined by the administration.

20.6 Building Facilities

- A. Adequate facilities will be provided for planning, student and parent conferences and preparation of teaching materials, as determined by the building principal after consultation with the staff.
- B. The Board agrees to make available in each school typing and duplication materials and facilities for teachers to use in the preparation of instructional materials.
- C. The Board shall keep schools equipped and maintained in adequate condition per established standards.

20.7 All designated employees represented by this bargaining unit shall be appropriately trained to carry out students' health plans in emergency situations.

ARTICLE XXI - LAYOFF, RECALL AND SENIORITY

Introduction

The parties agree that the following shall be applicable to the layoff and recall of teachers:

Brandon School District will comply with all federal and state regulations for teacher assignments. It is the responsibility of each teacher to maintain his/her highly qualified status. If that status lapses, the teacher will be released from that position and may be released from the District.

21.1 Layoff

A. Definition: Layoff shall be defined as a reduction in the work force with subsequent removal from payroll.

B. Layoff Procedure

1. The Board of Education will determine the programs to be eliminated or reduced. Prior to the final determination, the Administration will discuss the layoff with the Association.
2. The least senior teacher in the program determined to be eliminated or reduced will be displaced. Such a displaced teacher will have the right to bump the least senior teacher. If the displaced teacher cannot bump another teacher, such teacher will be laid off.

C. Notice of Layoff

The Board agrees to give as much notice of layoff as possible, but not less than twenty (20) business days prior to the layoff date.

D. Tie Breaker

Criteria to be applied, in order, in the event of a tie for those employees being hired prior to January 2009:

1. Certification
2. Seniority
3. Experience in the subject area in the Brandon School District
4. Highest degree held
- *5. Total teaching experience not including substituting
6. Double degrees
7. Hours beyond degree

*Total teaching experience shall be defined as full or part-time experience in a regular K-12 program in the position of a classroom teacher, counselor, social worker, school psychologist, teacher/coordinator, speech and language pathologist, and media specialist in the Brandon School District as well as other public schools and private,

parochial and vocational school programs for which certification is required and held, including special permits. Not more than one year's experience can be granted for any one school year.

F. Address Notification

Each teacher on layoff will notify the Administrative Offices, in writing, of an address to which a letter of recall may be sent. Such letter will be mailed to the teacher at said address by certified mail, return receipt requested. If no such address is recorded, the letter will be mailed to the teacher at the last address recorded in the Administrative Offices.

G. Certification/Application

The highly qualified status a teacher has on file at the time of layoff will govern in making assignments and determining the order of layoff. Any changes in certification confirmed with the school district after the date layoff notices are mailed will not apply to change the order of layoff. Changes in certification confirmed with the school district after the date layoff notices are mailed will apply for determining the order of recall to vacancies which arise after the date layoff notices are mailed. The certification of a teacher shall be confirmed with the school district if the teacher has on file with the school district either an appropriate teaching certificate issued by the Michigan Department of Education or written evidence from the teachers education college that the teacher has met the requirements for the certification as provided for in Section 1535 of the School Code, MCL 380.1535.

I. Preference in Employment

It is understood and agreed by the parties that teaching personnel laid off from the Brandon School District shall, after active staff, be given preference in employment for vacancies in summer school, coaching assignments, and such other extra duty assignments provided that they notify, in writing, the Superintendent/Designee that they desire employment in such positions.

J. Seniority Freeze

Persons on layoff will not lose seniority during the layoff but will not accumulate additional seniority during the layoff period.

K. Salary/Sick Leave Freeze

Teachers will retain salary schedule placement and sick leave accumulated as of the effective day of layoff.

L. Association Notice

The Association will receive copies of layoff notices.

21.2 Recall

- A. Teachers will be recalled first according to highly qualified status and seniority.
- B. No new teacher will be hired for any teaching position for which a laid off teacher is highly qualified.
- C. Teachers laid off will be maintained on recall status for a period not to exceed thirty-six (36) months.
- D. Teachers being recalled will be given three (3) business days from the receipt of a certified letter of recall to indicate their acceptance or rejection of re-employment.
- E. The Association will receive copies of recall notices.
- F. The teacher(s) shall be re-employed according to the Michigan Teacher Tenure Act.

21.3 Seniority

- A. The Board will prepare a seniority list. Seniority is defined as length of service within the bargaining unit. Teachers shall accrue seniority starting on the hire date (as approved by the Board of Education). In the event multiple teachers have the same hire date, a lottery will be held to determine order of seniority. Teachers who teach less than a full-time teaching day will receive prorated seniority credit. All teachers shall be ranked on the list in the order of their effective date of seniority. When a member of the bargaining unit leaves the unit for another position within the School District and later returns to the bargaining unit, he/she shall retain previously acquired seniority.
- B. All seniority is lost when employment is severed by resignation, retirement or discharge for cause.
- C. Seniority will not accumulate during the layoff period.

However, time on layoff shall not constitute an interruption in continuous service.

- D. Credit/debit for service for personnel while on leave shall be applied for seniority purposes as follows:

- 1. Paid Leave

When a person is on an approved paid leave, the time on leave will be credited toward seniority accrual in the same manner as if the time on leave had been worked. "Paid" means being paid in part or full directly from the Brandon School District's payroll.

2. Involuntary Unpaid Leave

When a person is on an approved involuntary unpaid leave such as unpaid sick leave or unpaid disability, the time on leave shall be credited toward seniority accrual in the same manner as if the time on leave had been worked for a period of up to but not exceeding twelve (12) months (one calendar year) from the first day of continuous absence. Involuntary unpaid leave time exceeding the twelve (12) month period shall not count as service time but shall not constitute an interruption in continuous service.

When an approved involuntary unpaid leave occurs due to military service, seniority shall accrue in the same manner as if the time on leave had been worked for the duration of the leave. Involuntary military leave means one was drafted, called or recalled to active status.

3. Voluntary Unpaid Leave

When a person is on an approved voluntary unpaid leave in excess of thirty (30) workdays, seniority shall be frozen, effective the first day of leave. Voluntary unpaid leaves of less than thirty (30) days shall not affect seniority accrual.

4. Seniority Accrual

For the above purposes, seniority credit or debit shall be based on five (5) workday periods equaling one (1) week and shall be reflected as plus or minus weeks on the seniority and layoff lists, when applicable. Example: When a person is on leave status in which seniority shall not accrue, the absence must exceed thirty (30) workdays (six workweeks) before being counted, and one (1) week shall be counted for each five (5) days of absence thereafter. (Thirty-two (32) days equals six (6) weeks; thirty-seven (37) equals seven (7) weeks; etc.)

Not more than one (1) year of seniority may be credited or debited in any given school year.

In order for the accrued seniority time to be applicable to one's seniority status, one must return to a position with the School District upon completion of the leave.

- E. Seniority shall be credited at the end of the school year as of the individual teacher's last workday.
- F. The revised seniority list will be available via the District's intranet system.

ARTICLE XXII - MISCELLANEOUS

22.1 Entire Agreement

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.

22.2 Individual Contracts

As set forth in Article 1, Recognition, the Association is the exclusive and sole bargaining representative for employees covered by this collective bargaining agreement. Any contract between the Board and a teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any 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 any contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

22.3 Superseded Policies

This Agreement shall supersede any rules, regulations, policies or practice of this 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.

22.4 Conformity to Law

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

22.5 Distribution

This Agreement and additions thereto shall be available via the district's intranet system. One hard (printed) copy will be provided in each building as well as a permanent copy burned to CD or comparable device.

22.6 Negotiation Procedure

- A. Negotiations for the entire Agreement shall be undertaken upon request of either party on or before September 30, 2010, in which the Agreement expires.
- B. Neither negotiating party shall have control over the selection of the negotiating or bargaining representatives of the other party; and each party may select its representative from within or outside the School District.

22.7 Continuing Tenure

After satisfactory completion of the probationary period, teachers shall be employed continuously by the Board of Education and shall not be dismissed or demoted except as specified in applicable laws, rules, and regulations, and contractual provisions. If the Board of Education provides employment to any such teacher in other than a classroom teaching position, said teacher shall not be deemed to have continuing tenure in such capacity but shall be deemed to have continuing tenure as a classroom teacher only.

ARTICLE XXIII - GRIEVANCE PROCEDURE

23.1 Definition

A grievance shall mean a claim by an individual or the Association that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

23.2 Statement of Principles

- A. The purpose of the procedure set forth in the Article shall be to secure equitable solutions at the lowest possible level to any issue processed through these procedures.
- B. Before a formal contract-related grievance is filed, the Ongoing Contract Maintenance committee will meet to attempt to resolve the issue with the Association Vice-President in attendance. If OCM cannot agree, then a formal grievance will be filed beginning with Level III and the timelines will be followed.
- C. The Association and every member of the bargaining unit covered by this Agreement has a right to be represented at any and/or all levels in the grievance procedure.
- D. If a teacher desires to be represented, the Association shall determine who that representative will be. The Association agrees to limit representation to one person at the building level (Levels One and Two). If such representative is not to be the building representative, the Association agrees to notify the principal prior to the Level One or Two hearing.
- E. The specific time limits set forth in each level of the grievance procedure shall be strictly adhered to by all of the parties. If the Employer fails to respond within the prescribed time limits, the grievance will be considered denied as of the due date and the Union may move it to the next level. If the Association fails to respond within the prescribed time limits, the last answer will stand as the final disposition of the grievance, or if no answer has been given, the grievance will be considered denied.
- F. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing herein contained shall be construed to prevent any member of the bargaining unit from discussing a grievance, formally or informally, and having it adjusted without intervention of the Association, provided that the adjustment is not inconsistent with or in violation of the terms of this Agreement, and provided that the Association has been given the opportunity to be present at such adjustment.
- G. The term (days) as used herein shall mean school teaching days, except that during summer recess it shall mean business days.
- H. In order for a grievance to be considered accepted and proper, the grievance when reduced to writing must specify the specific provision(s) of the Agreement that are alleged to have been violated, misinterpreted, or misapplied and the relief sought, and include the facts giving rise to the grievance.

23.3 Procedure

Follow the steps set forth in Appendix E

Level One

An attempt shall be made to resolve any grievance in informal verbal discussion between grievant and his/her immediate supervisor. Level One proceedings must occur within five (5) days of the alleged violation, misinterpretation, or misapplication, or within five (5) days of the discovery thereof. If the immediate supervisor is unwilling or unable to meet for Level One proceedings within the prescribed time limits, the grievant may proceed to Level Two.

Level Two

If the grievance cannot be resolved at Level One, it shall be reduced to writing on forms provided by the Board, signed by the grievant, and delivered to the building principal within five (5) days after Level One proceedings. The building principal or other administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the grievant within five (5) days of receipt of written grievance.

Level Three

In the event a grievance has not been satisfactorily resolved at Level Two, the grievant shall, within five (5) days of receipt of Level Two written answer, transmit a written copy of the grievance to the Superintendent. Within ten (10) days of receipt of grievance, the Superintendent/designee shall meet with the grievant to resolve the grievance. The Superintendent/designee shall communicate his/her answer in writing to the grievant within five (5) days of Level Three meeting.

23.4 Arbitration

Level Four

- A. In the event a grievance has not been satisfactorily resolved at Level Three, there shall be available a Fourth Level of impartial arbitration. The Association shall submit the grievance to arbitration within five (5) days of the written answer at Level Three. If the parties cannot agree as to the Arbitrator within five (5) days from the notification date, the Arbitrator will be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration proceedings. The decision of the Arbitrator shall be binding on the parties.
- B. Expenses for the Arbitrator's services and the expenses that are common to both parties to the arbitration shall be borne equally by the Brandon Board of Education and the Association. Each party to an arbitration proceeding shall be responsible for compensating his/her own representatives and witnesses. It is further understood that in the event the arbitration proceedings are conducted during a teacher's day that the Association shall keep the number of teacher witnesses at a minimum number.

- C. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence or raise any issue not previously raised in the grievance claim process. The arbitrator shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issues presented to he/she in writing by the parties, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the expressed relevant term language of the Agreement.

23.5 Miscellaneous Provisions

- A. A grievance may be withdrawn at any level, but that same grievance may not be filed a second time by the same grievant.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
- C. The Board and the Association agree that the expedited arbitration process of the American Arbitration Association (AAA) may be used to settle a grievance if by mutual agreement of the parties.

ARTICLE XXIV - DISTANCE LEARNING

The parties agree that the Employer has the right to contract with other districts or educational institutions to receive, through the use of remote instructional delivery methods, instructional services to be provided to students of the district. For purposes of this Article, the term “remote instructional delivery methods”, includes audio/visual delivery systems which utilize cable television, or similar equipment to transmit or receive audio, video and data signals. The Employer agrees that it will not utilize remote methods so as to eliminate current bargaining unit positions or to avoid adding bargaining unit positions when otherwise required by this Agreement. In addition, the District will utilize highly qualified personnel.

The district may avail itself of distant learning in classes of ten (10) students or less utilizing non-certified employees in the roll of monitor, proctor, paraprofessionals or other supervisory capacity.

When a Brandon teacher is teaching a distance-learning course, the total class size, including students at the originating site district and those at the remote sites, shall not exceed thirty-two (32) students per teacher, per class hour, and not more than one (1) original and three (3) remote locations.

ARTICLE XXV - DURATION OF AGREEMENT

This Agreement and each of its provisions shall be effective as of ratification and shall continue in full force and effect through December 31, 2010.

It is agreed that negotiations for a successor agreement will begin during September, 2010.

APPENDIX A - INSURANCE

A.1 Insurance Protection

The Board of Education agrees to provide each teacher the insurance protection listed below by paying the premium for such insurance. To be eligible for any insurance benefits, the employee shall be responsible for being properly enrolled. Benefits set forth in this Agreement shall be subject to the rules, regulations and determinations set forth by the carrier.

When the premium rate for MESSA PAK insurances exceeds eight percent (8.0%) over the previous year, the total amount over the eight (8.0%) percent shall be equally divided among all employees on Schedule B and deducted from the salaries. The salary schedules will not be affected. The Association has the option of choosing the method of deduction. In lieu of the salary reduction, the Association may restructure the insurance package. Such restructuring will be at the Association's sole discretion, but the Employer's cost shall not exceed eight (8.0%) percent over the previous year.

A. Health Insurance

MESSA PAK Plan A (For employees needing health insurance)

1. Medical: Choices II Full Family \$100/\$200 deductible: \$10 office visit
2. Prescription Drug Coverage with a \$10 generic or \$20 name brand copay
3. Group Long-Term Disability
4. Delta Dental
5. Vision
6. Group Life

MESSA PAK Plan B

1. Group Long-Term Disability
2. Delta Dental
3. Vision
4. Group Life
5. Health Insurance Option

No employee shall have double health insurance coverage. Part-time employees shall have a prorated amount paid toward health insurance coverage provided the employee makes up any difference.

B. Life Insurance

Forty-five thousand dollars (\$45,000) of group term life insurance, with an accidental death and dismemberment (AD&D) clause, will be provided. (This is inclusive of the coverage provided with MESSA PAK Choices II).

Part-time employees shall have a prorated amount paid toward life insurance coverage.

C. Long-Term Disability Insurance

MESSA Long-Term Disability Insurance commencing on the sixty-first (61st) calendar day at 70% with a maximum monthly income benefit of five thousand dollars (\$5,000). This is MESSA Plan 2, excluding part-time employees.

D. Dental Insurance

MESSA Dental Care Program - Plan (80-80-80) shall cover all employees and their eligible dependents. Employees who are covered by their spouse's dental coverage shall receive Plan (50-50-50).

E. Vision Insurance

MESSA-VSP-3 will be made available for the life of this Agreement.

F. Health Insurance Option

1. The district will provide a cash in-lieu option to health insurance benefits to employees who are eligible for health insurance but choose not to take it. The district has adopted a qualified plan document which complies with Section 125 of the Internal Revenue Code.
2. The cash in-lieu amount will be one hundred (\$100.00) dollars per month (\$1,200.00 per year) for the duration of this Collective Bargaining Agreement. Cash in-lieu payments are subject to tax withholdings or may be applied toward qualified insurance options on a pre-tax basis through MESSA and/or other companies approved by the Board.
3. The parties acknowledge and agree that employees may make separate selection pursuant to salary reduction agreements to defer said cash amounts into their individual tax-sheltered annuity accounts. Said accounts will be subject to FICA withholding.

A.2 Payment of Premiums

The Board shall make payment of fringe benefit premiums on employees for the full twelve (12) month period commencing July 1st and ending June 30th, with the following limitations:

Any employee on an approved leave of absence or layoff may elect to continue their health care coverage on a twenty-four (24) month cash-pay basis, subject to the terms of the insurance carrier.

A.3 Coverage

- A. Coverage for those employees terminated by the Board will end as of the effective date of the termination. Employees who voluntarily resign at the end of the school year shall be covered for the months of July and August if not covered by a new employer.
- B. Employees who completed the whole school year will be completely covered through June 30th of that school year.
- C. It is expressly understood that employees working less than the whole school year will be entitled to insurance coverage only for that period earned on a prorated monthly basis.
- D. Full-time employees working and completing the school year (in a paid status for the complete school year) will have fringe benefit premiums paid by the Board for the full twelve (12) months, commencing July 1st through June 30th.

Full-time employees working less than the whole school year will be entitled to insurance coverage on a prorated basis of 1.2 months of coverage earned for each month worked except as otherwise provided for in the Master Agreement, e.g., termination and specific provisions stating exceptions.

Full-time employees who exhaust their sick leave and are in a continued state of disability causing an interruption of service during the school year shall have their fringe benefit premiums paid by the Board on a prorated basis of 1.2 months earned for every month worked and/or until the sixty (60) day requirement for L.T.D. has elapsed, whichever is greater. The Board will pay the premium for the month in which the elapsed time period occurs. In the event such an employee returns during the school year in which an unpaid absence occurred, the prorated coverage shall be applied to the last month of coverage beginning in June and working backwards.

APPENDIX B - SALARY SCHEDULE

1. Effective July 1, 2009, the salary schedule (2008-2009) will remain in effect until December 31, 2009. There will be no change in salary or step in 2009.

2008-2009 Salary Schedule

	B.A.	B.A.+30	M.A.	ED.S/DR.
1	\$35,053	\$37,793	\$40,100	\$42,235
2	\$37,290	\$40,181	\$42,600	\$44,730
3	\$39,582	\$42,626	\$45,164	\$47,299
4	\$41,931	\$45,140	\$47,797	\$49,931
5	\$44,344	\$47,716	\$50,501	\$52,637
6	\$46,826	\$50,359	\$53,277	\$55,410
7	\$49,361	\$53,085	\$56,136	\$58,271
8	\$51,977	\$55,902	\$59,069	\$61,202
9	\$54,676	\$58,771	\$62,097	\$64,230
10	\$57,449	\$61,745	\$65,218	\$67,354
11	\$61,732	\$66,330	\$70,036	\$72,217
17	\$63,134	\$67,842	\$71,640	\$73,906
22	\$64,536	\$69,353	\$73,244	\$75,596
27	\$65,938	\$70,865	\$74,848	\$77,285

APPENDIX B - SALARY SCHEDULE (continued)

2. Effective January 1, 2010 through December 31, 2010, the salary schedule (2010) will be in effect. Step 11 will increase by one (1) percent and the rate of change for longevity will remain constant.

2010 Salary Schedule

	B.A.	B.A.+30	M.A.	ED.S/DR.
1	\$35,053	\$37,793	\$40,100	\$42,235
2	\$37,290	\$40,181	\$42,600	\$44,730
3	\$39,582	\$42,626	\$45,164	\$47,299
4	\$41,931	\$45,140	\$47,797	\$49,931
5	\$44,344	\$47,716	\$50,501	\$52,637
6	\$46,826	\$50,359	\$53,277	\$55,410
7	\$49,361	\$53,085	\$56,136	\$58,271
8	\$51,977	\$55,902	\$59,069	\$61,202
9	\$54,676	\$58,771	\$62,097	\$64,230
10	\$57,449	\$61,745	\$65,218	\$67,354
11	\$62,349	\$66,993	\$70,736	\$72,939
17	\$63,764	\$68,520	\$72,356	\$74,646
22	\$65,180	\$70,048	\$73,976	\$76,353
27	\$66,595	\$71,575	\$75,596	\$78,059

APPENDIX C - EXTRA DUTY SALARY SCHEDULE/INDEX SYSTEM

C.1 The following schedule of compensation is the stipend for performing the extra duty assignment, if the position is filled, and refers to one person per school year unless indicated otherwise; assignment shall be made at the discretion of the Board on a yearly basis. Tenure in extra duty assignment will not be granted.

Coaching personnel entering the employment of the School District shall be normally granted credit for not more than five (5) years of coaching experience, when applicable, and placed on the compensation schedule accordingly. Additional credit may be granted upon notice to the Association.

The Board of Education may establish additional extra duty positions and rates of compensation as the Board determines to provide for a quality comprehensive program. Subsequent index point determinations will be made by the Athletic Director for Interscholastic Extra Duty Athletic Positions and by the Superintendent/Designee for Academic and Enrichment/Clubs Extra Duty positions.

C.2 Interscholastic Extra Duty Athletic Positions

A. Index Point System Criteria

1.	<u>Spectator Interest:</u>	1001 and up -	14 Points
		801 - 1000 -	12 Points
		601 - 800 -	10 Points
		301 - 600 -	8 Points
		101 - 300 -	6 Points
		26 - 100 -	4 Points
		11 - 25 -	2 Points
		0 - 10 -	1 Point
2.	<u>Number of Participants:</u>	41 and up -	10 Points
		31 - 40 -	8 Points
		21 - 30 -	6 Points
		11 - 20 -	4 Points
		6 - 10 -	2 Points
		0 - 5 -	1 Point
3.	<u>Number of Games/Length of Season/Additional Contest:</u>	20 Dates - 5	4 Months - 3
		18 Dates - 4	3 Months - 2
		16 Dates - 3	2 Months - 1
		12 Dates - 2	
		9 Dates - 1	

Additional Contests

10 and up	-	2 Points
5 - 9	-	1 Point

4. Equipment Responsibility: Large Amount - 5
Moderate Amount - 3
Small Amount - 1
5. Conditions of Practice: Outdoors, Extended
Time - 10 Points
Indoors, Rotation
Daily - 8 Points
Outdoors, Prime Time
Daily - 6 Points
Indoors, Prime Time
Daily - 4 Points
Outdoors, Less Than
Daily - 2 Points
Indoors, Less Than
Daily - 1 Point
6. Media Exposure: Metro - 10 Points
Regional - 8 Points
Local - 5 Points
Occasional
Local - 2 Points
In-House - 1 Point
7. Team Responsibility/Coordination:
- Varsity, Jr. Varsity, Freshman,
Middle School - 10 Points
- Varsity, Jr. Varsity, Freshman - 8 Points
- Varsity, Jr. Varsity and/or
Middle School - 6 Points
- Varsity Only - 4 Points
- Freshmen/Jr. Varsity - 2 Points
- Middle School - 1 Point
8. Experience:
- 11 Years or More - 10 Points
6 to 10 Years - 8 Points
5 Years - 6 Points
3 to 4 Years - 4 Points
1 to 2 Years - 2 Points

Added Notes:

1. Sports of like activity name are transferable.
2. A year is a year. (No two years of experience in one year)
3. Level of activity is not subject to a differential; Varsity and Middle School are the same.
4. Points will be assigned by the Athletic Director.

B. Dollar Amount Per Point

September 1, 2009 – December 31, 2010

\$83.78

Experience points as set forth in C.2 A(8) are to be added to the basic points.

C. Position Basic Points Total

Varsity Football	59
Boys' Varsity Basketball	51
Girls' Varsity Basketball	51
Wrestling	40
Varsity Baseball	40
Varsity Softball	40

Position Basic Points Total

Boys' Varsity Track	45
Girls' Varsity Track	45
Girls' Varsity Volleyball	46
Boys' Varsity Cross Country	29
Girls' Varsity Cross Country	29
Boys' Varsity Golf	27
Boys' Varsity Tennis	28
Girls' Varsity Tennis	28
Varsity Cheerleading	39
Varsity Football Assistant	41
Varsity Wrestling Assistant	26
Boys' Varsity Track Assistant	29
Girls' Varsity Track Assistant	27
Jr. Varsity Football	36
Boys' Varsity Soccer	38
Boys' Jr. Varsity Basketball	34
Girls' Jr. Varsity Basketball	34
Jr. Varsity Baseball	31
Jr. Varsity Softball	31
Jr. Varsity Volleyball	35
Boys' Jr. Varsity Soccer	29
Girls' Jr. Varsity Soccer	27
Jr. Varsity Football Assistant	23

Jr. Varsity Cheerleading	27
Freshman Football	36
Boys' Freshmen Basketball	30
Girls' Freshmen Basketball	30
Freshmen Baseball	27
Freshmen Softball	27
Freshmen Volleyball	29
Freshmen Football Assistant	23
Boys' Middle School Basketball	23
Girls' Middle School Basketball	23
Middle School Wrestling	21
Middle School Volleyball	21
Middle School Soccer	19
Boys' Middle School Track	30
Girls' Middle School Track	30
Middle School Cheerleading	21
Girls' Varsity Soccer	38
Middle School Football	26
Middle School Football Assistant	17
Middle School Cross Country	13
Boys' Middle School Basketball Assistant	16
Girls' Middle School Basketball Assistant	16
Middle School Wrestling Assistant	15
Middle School Girls' Soccer	19
Middle School Athletic Supervisor	22
Freshmen Cheerleading	24
Varsity Skiing	30
Varsity Skiing Assistant	15
Jr. Varsity Boys' Tennis	15
Jr. Varsity Girls' Tennis	15
Varsity Hockey	51
Varsity Hockey Assistant	33
Varsity Hockey Manager	20
Boys' Varsity Swim	35
Girls' Varsity Swim	35
Boys' Varsity Swim Assistant	25
Girls' Varsity Swim Assistant	25
Weight Lifting	24
Ticket Manager	32

C.3 Academic Extra Duty Position

A. Index Point System Criteria

1.	<u>Target Area:</u>	Level/Degree of Specialization Needed	
	<u>Descriptor:</u>	Advanced Degree/Course Work in	
		Specialized Area Required	10 Points
		Extensive Conference and/or Seminar	
		Training Required	6 Points

		Some Conference/Training Required	4 Points
		Minimal Training Required	2 Points
2.	<u>Target Area:</u>	Breadth of Responsibility	
	<u>Descriptor:</u>	District/Beyond	10 Points
		Multi-Building	8 Points
		Building	6 Points
		Department/Grade Level	4 Points
		Organization	2 Points
3.	<u>Target Area:</u>	Length of Responsibility	
	<u>Descriptor:</u>	Full School Year	10 Points
		Infrequent Yearly	5 Points
		Semester	3 Points
		Infrequent Semester	2 Points
		Seasonal	1 Point
4.	<u>Target Area:</u>	Reporting Responsibility	
	<u>Descriptor:</u>	Submits Budget/Reports/Evaluation to:	
		Federal/State	5 Points
		District	4 Points
		Building	3 Points
		Department/Grade Level	2 Points
		Organization	1 Point
5.	<u>Target Area:</u>	Supervisory/Coordination Responsibility	
	<u>Descriptor:</u>	Supervises/Coordinates:	
		10 or more Professionals	10 Points
		Less than 10 Professionals	8 Points
		150 or more Students	6 Points
		50 - 149 Students	4 Points
		Less than 50 Students	2 Points
6.	<u>Target Area:</u>	Number of Student Activities	
	<u>Descriptor:</u>	Extensive	5 Points
		Moderate	3 Points
		Minimal	1 Point
7.	<u>Target Area:</u>	Release Time Provided	
	<u>Descriptor:</u>	None	10 Points
		Periodic	8 Points
		Partial/Daily	6 Points
		Half-Time	4 Points
		Full-Time	2 Points
		Summer Responsibility	0 Points

B. Dollar Amount Per Point

September 1, 2009 – December 31, 2010

\$65.74

C. Position

Vocational Education Director	68
Computer Coordinator	47
Substance Abuse/Health Education Coordinator	45
Computer Liaison	42
High School Band Director	47
High School Choral Director	46
High School Department Chairperson	40
High School Assistant Band Director	30
Elementary Learning Specialist	45
Elementary Chairperson	40
Elementary Choral Director	39
Performing Center Manager	45
High School Yearbook Advisor	34
High School Newspaper Advisor	34
Middle School Learning Specialist	42
Middle School Band Director	32
Middle School Department Chairperson	40
Middle School Choral Director	30
Assistant Middle School Choral Director	20
Middle School Block Team Leader	10
Middle School Assistant Band Director	22

C.4 Enrichment/Clubs Extra Duty Position

A. Index Point System Criteria

1.	<u>Target Area:</u>	Length of Responsibility	
	<u>Descriptor:</u>	Full School Year	10 Points
		Infrequent Yearly	5 Points
		Semester	3 Points
		Infrequent Semester	2 Points
		Seasonal	1 Point
2.	<u>Target Area:</u>	Supervisory/Coordination Responsibility	
	<u>Descriptor:</u>	Supervises/Coordinates:	
		10 or more Professionals	10 Points
		Less than 10 Professionals	8 Points
		150 or more Students	6 Points
		50 - 149 Students	4 Points
		Less than 50 Students	2 Points

3.	<u>Target Area:</u>	Number of Student Activities	
	<u>Descriptor:</u>	Extensive	5 Points
		Moderate	3 Points
		Minimal	1 Point

B. Dollar Amount Per Position

September 1, 2009 – December 31, 2010
\$65.74

C. Position

Quest Advisor	8
High School Play Director	35
Senior Class Advisor	30
Junior Class Advisor	30
High School Debate Advisor	20
High School Student Council Advisor	22
High School National Honor Advisor	14
Sophomore Class Advisor	20
Freshmen Class Advisor	20
High School Forensic Coach	13
High School SADD Sponsor	13
High School Color Guard Coach	16
Pompon Sponsor	26
Middle School Play Director	25
Intramural Coach	15
Elementary Student Council Advisor	9
Middle School Student Council Advisor	17
Middle School Yearbook Advisor	10
Varsity Club Advisor	25
Band Camp Sponsor	15
High School Play/Musical Director	35
Quiz Bowl Sponsor	13
Just Say No Sponsor	9
Literary Club Sponsor	13
Elementary Safety Patrol Sponsor	9

APPENDIX D – BSD CALENDAR

2009-2010

PD: *Professional Development Day*

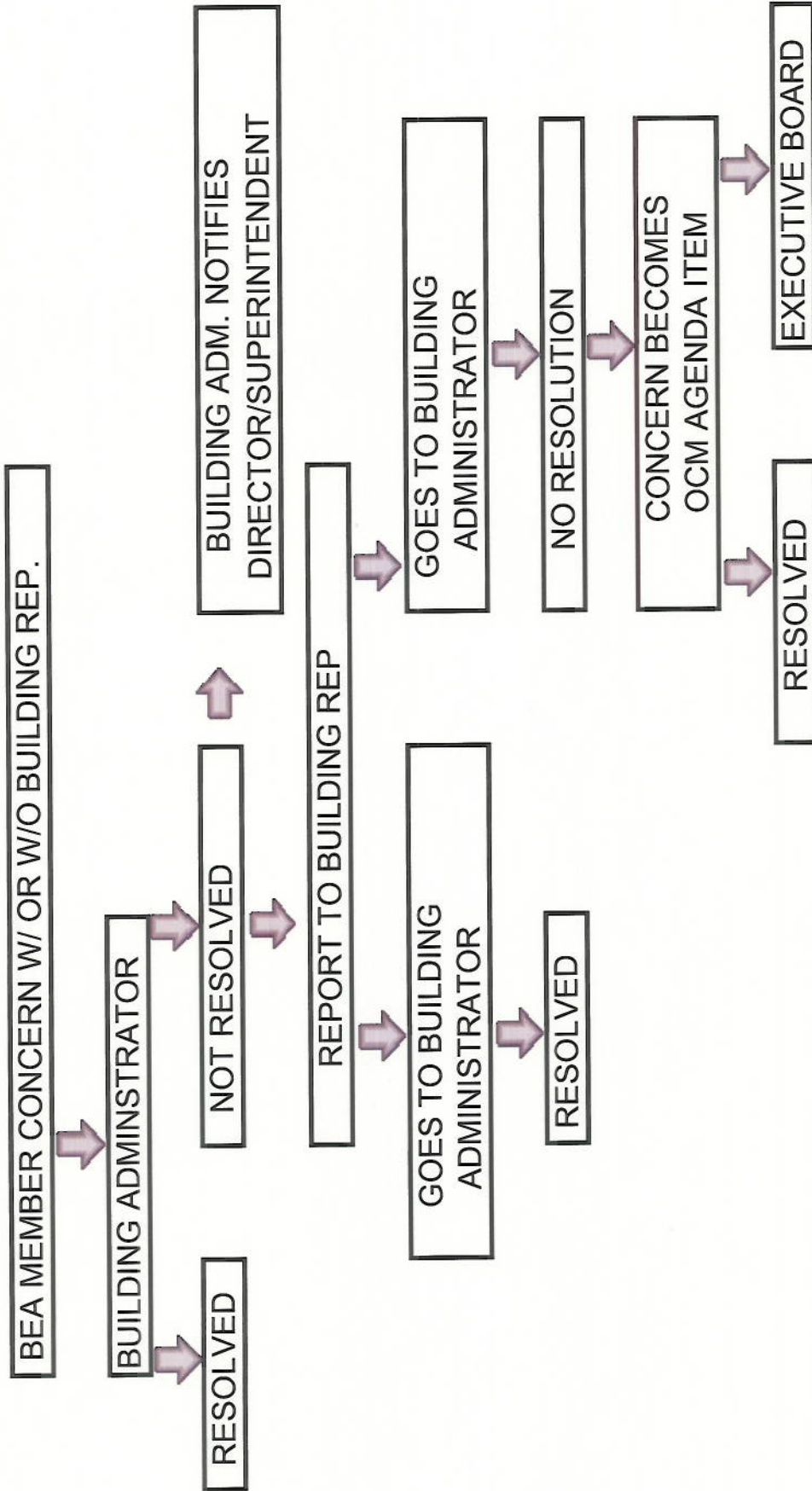
HS: *High School*

P/T Conference: *Parent/Teacher Conference*

September 1, 2, 3	Teachers Report (PD): NO Students
September 8	Students Report – CLASSES BEGIN – Full Day
October 5-8*	K–12 P/T Conference (<i>Evenings Only</i>) *Refer to Building Calendars for date and time
October 9	NO School K–12 Students
November 23-24	HS Exams: HS Students AM only ⇔ K–8 Students FULL Day
November 24	End of 1st TRIMESTER: HS Students AM only ⇔ K–8 Students FULL Day
November 25–27	NO School: <i>Thanksgiving Recess</i>
November 30	NO School K–12 Students: <i>Records Day for K-12 Staff</i>
December 1	School Resumes
Dec. 21–Jan. 1	NO School: <i>Winter Recess</i>
January 4	School Resumes
January 18	NO School K–12 Students: <i>PD K–12 Staff</i>
January 19-22*	HS P/T Conference (<i>Evenings Only</i>) *Refer to Building Calendar for date and time
February 19	NO School: <i>Mid-Winter Recess</i>
February 22	School Resumes
March 5 & 8	HS Exams: HS Students AM only ⇔ K–8 Students FULL Day
March 8	End of 2nd TRIMESTER: HS Students AM only ⇔ K–8 Students FULL Day
March 9	NO School K–10, 12 Students: <i>Records Day for K-8 Staff; Michigan Merit Exam for 9-12 Staff</i>
March 9	HS Michigan Merit Exam → Juniors Only
March 10 & 11	HS Michigan Merit Exam → Juniors FULL Day ⇔ Grades 9, 10, & 12 PM Only
April 2–9	NO School: <i>Spring Recess</i>
April 12	School Resumes
April 19-22*	K–12 P/T Conference (<i>Evenings Only</i>) *Refer to Building Calendars for date and time
April 23	NO School K–12 Students
May 14	NO School K–12 Students: <i>PD K–12 Staff</i>
May 30	High School Commencement: <i>Tentative</i>
May 31	NO School: <i>Memorial Day</i>
June 16–17	HS Exams: HS Students AM only ⇔ K–8 Students FULL Day
June 17	End of 3rd TRIMESTER: Last Day for Students; HS Students AM only ⇔ K–8 Students FULL Day
June 18	<i>Records Day for K-12 Staff. End of Year for Teachers</i>

Brandon School District 2/09

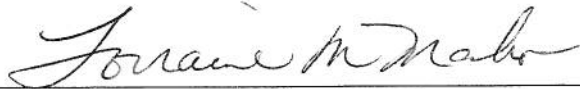
STEP 1



**Letter of Understanding
between
The Brandon School District
and
The Brandon Education Association**

The Brandon School District and the Brandon Education Association enter into this agreement on June 17, 2009.

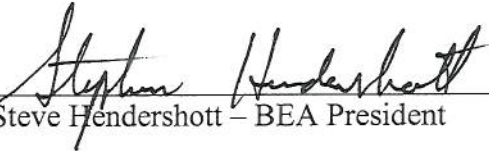
In reference to Section V Teaching Hours, Article 3.A, for the purpose of not disrupting the already established schedule, the District will allow one teacher to cover lunch room supervision at Brandon Middle School for the 2009-2010 school year. This is being agreed upon for only one school year.



Lorraine McMahon - Superintendent

6-17-09

Date



Steve Hendershott - BEA President

6-17-09

Date