

INTRODUCTORY CLAUSE

This Agreement is entered into this 27th day of August, 2012, by and between the Board of Education of the Bloomingdale Public School District #16 of Allegan and Van Buren Counties, Michigan, hereinafter called the "Board" and the VBCEA/Bloomingdale Education Association, MEA-NEA, hereinafter called the "Association".

WITNESSETH

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Bloomingdale is their mutual aim and that the character of such education depends predominantly upon the quality and morale and performance of the teaching service, and

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

Whereas, the parties have reached certain understanding which they desire to confirm in this Agreement,

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

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all persons holding positions which comprise the bargaining unit as hereinafter defined.

- B. The bargaining unit is defined to mean full-time and regularly employed part-time certified classroom teachers including guidance counselors, department chairperson, head teachers, librarians, but excluding therefrom supervisory personnel, such as but not necessarily limited to, the superintendent, assistant superintendent, administrative assistant, principals, assistant principals, and athletic director, as well as paraprofessionals, substitute teachers, and all others. Certified teachers, for the purpose of this agreement shall be defined to include non-certificated, non-endorsed classroom teaching personnel as defined in section 1233b of The Revised School Code.

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

ARTICLE II
RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, and without limiting the generality of the foregoing, the right;
- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 - (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
 - (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature;
 - (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment;
 - (6) To establish, modify, or change any work or business or school hours or days;
 - (7) To determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein; the institution of new and/or improved methods or changes therein;
 - (8) To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 - (9) To adopt rules and regulations for the operation and management of the schools and the school district.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities 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 express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other legal activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of the State of Michigan and the United States.

- B. Use of school building facilities before or after regular class hours and during lunchtime for Association meetings must have prior approval of the board. The Board hereby designates as its representative for such purpose the Superintendent of Schools or his designated representative. The Board retains the right of room assignment. The use of school phones, equipment, and supplies for Association business must have the prior approval of the Superintendent or his designated representative. The Association will reimburse the Board in full for any costs or charges incurred through such use.

- C. Space on a bulletin board in each building shall be reserved for the use of the Association for the purpose of posting material dealing with the Association business. The Association shall have use of teacher school mailboxes for the purpose of distributing Association materials. No mail shall be placed in teachers' school mailboxes that deals with participation in, or information about any strike, work stoppage, or slowdown. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association.

- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations.

- E. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations (including allocations by the county board); agendas and minutes of all Board meetings including bill payments; census and membership data; names and available addresses of all teachers; salary step and college or university degrees; and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or *non-disciplinary* complaint. The Association must specify the information desired in a written request addressed to the

Board and signed by the President of the Association. Original records are to be examined only at the school office in the presence of the administrator or his designated representative charged with their safe keeping. The Board is under no obligation to undertake special studies, or to call in outside consultants in order to secure and give to the Association such information which is not readily available. The Association shall reimburse the Board for any expense directly incurred as a result of the request for such information or making records available.

- F. The Board shall notify the Association of any new or modified construction program or major revisions of the educational policy which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- G. The provisions of this Agreement and the wages, hours, terms, and considerations of employment shall be applied without regard to race, creed, religion, color, national origin, sex, age, or marital status.
- H. The parties agree that all aspects of the school calendar are negotiable including length of the school year, and further agree that the school calendar shall be set forth in Schedule D. Any deviation shall be by mutual written consent.
- I. The Superintendent shall place on the agenda of each regular Board meeting any matters brought to his attention by the Association so long as those matters are made known at the Superintendent's office one (1) week prior to said regular meeting.

ARTICLE IV
PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues in the Association which shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. The deduction of membership dues and/or fees shall be made from each regular paycheck for 1, 6, 19, or 24 pay periods beginning with the third pay period of each year. However, no deductions for any Political Action Committee contribution will be made, because doing so violates Michigan's Campaign Finance Act.

A teacher employed after the start of the school year shall pay dues or fees for each month or portion thereof on the basis of ten percent (10%) of total yearly dues or fees per month of employment in which he is actively employed.

- B. (1) Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a representation fee to the Association in an amount determined by the Association, provided, however, that the teacher may authorize payroll deductions for such fee directly to the Association as provided in the preceding section. In the event that a teacher shall not pay such representation fee directly to the Association or authorize payment through payroll deductions as provided in the preceding section, the Board, upon written notification by the Association shall deduct that amount from the bargaining unit member's wages as authorized under MCLA 408.477 and remit same to the Association.
- (2) The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board and/or each individual Board member for any costs or damages which may be assessed against the Board and/or each individual Board member as the result of said action, subject, however, to the following conditions:
- (a) The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board and/or each individual Board member or its agents.
 - (b) The Association has the right to choose the legal counsel to defend any said suit or action.
 - (c) The Association shall have the right to compromise or settle any claim made against the Board and/or each individual Board member under this section.

ARTICLE IV - PAYROLL DEDUCTIONS (continued)

- C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for approved annuities and/or Educational Community Credit Union.

ARTICLE V
TEACHING HOURS AND CLASS LOADS

- A. Teachers shall report no later than 8:00 a.m. and be at their classroom or workstation no later than 8:05 a.m. Elementary teachers must be at their work stations in a sufficient amount of time before 8:05 a.m. to ensure there is enough time for students to be in their classrooms by 8:05 a.m. All teachers shall be free to leave the building at 3:15 p.m., if the busses have cleared. In any event, all teachers shall be free to leave no later than 3:20 p.m. All teachers shall have a duty free lunch period of thirty (30) continuous minutes.

The student starting and ending times are:

Elementary	8:05 a.m. - 3:10 p.m.
Secondary	8:05 a.m. - 3:00 p.m.

The Elementary students' recess will be fifteen (15) minutes with the lunch/recess thirty-five (35) minutes.

It is agreed that when a teacher's hourly rate is calculated the work day shall equal 6.75 hours.

Teachers are encouraged to remain for a sufficient period after the close of the pupils' day to attend to those matters which may properly require attention at that time. When the Superintendent or his designated representative determines that students shall be dismissed because of inclement weather, the teachers' day of those students shall end at the close of the students' day.

- B. A maximum teaching load in the middle school and the senior high school will be six (6) teaching periods per school day. If the student periods are not equal in length, the teacher's planning period will be during the longer period. Channel One and homeroom time will not be considered part of a class period when determining the length of the student period. Assignments to a supervised study period or another assignment requiring coordination of programs will not be considered a teaching assignment.

The weekly teaching load in the elementary will not exceed thirty (30) hours of pupil classroom contact per week.

- C. Elementary Planning Time - The Board will provide the following guaranteed planning time which will "sunset" at the end of this Agreement:

2012 – 2013 5 hours and 10 minutes

ARTICLE V - TEACHING HOURS AND CLASS LOADS (continued)

Time counted as planning time will be as follows:

- The five (5) minutes between lunch and return of students from lunch/recess.
- The time students are on recess.
- The time students are with special teachers.
- The time students are in the library.

The planning times each week are as follows:

2012-2013

Between lunch and return of students

5 min x 5 = 25 minutes

Recess

15 minutes x 5 = 75 minutes

Duty Free Lunch All teachers shall be given an uninterrupted duty-free lunch period of not less than thirty (30) minutes.

Inclement Weather/Recess – In the event of inclement weather, recesses will be supervised by aides in the all-purpose room. Teachers will be assigned if needed on a rotating basis by the building administrator.

Teachers will be paid \$10.00 for supervising each 15-minute recess period. The pay will be prorated if the recess is different than 15 minutes.

The supervised recesses will be scheduled, to the extent possible, in August through December and March through June.

ARTICLE V - TEACHING HOURS AND CLASS LOADS (continued)

- D. The person with the authority to place a student on detention shall have the responsibility of supervision of that student while on detention. The elementary staff and principal will establish a mutually agreeable policy concerning noon detention.

- E. If a teacher (high school librarian excepted) agrees to teach more than the normal teaching load as set forth in this Article, he shall receive compensation at one and one half (1-1/2) times his hourly rate for each teaching period in excess of such norms.

- F. Elementary and Secondary Teachers Substituting During Their Planning Time. - When regular substitutes are not available, Teachers will be asked to volunteer to substitute during their planning time. If there are insufficient volunteers, a list will be established of the remaining Teachers who will be assigned on a rotating basis, starting with the least senior. First-year Teachers, during their first semester, will not be on this list.

- G. If a Teacher's planning time is lost due to either subbing for another Teacher or cancellation of his/her regularly scheduled Special Teacher, he/she will be paid \$20 per hour.

All Teachers will also be paid at the rate of \$20 per clock hour, pro-rated to \$10 per half hour for each planning period he/she loses due to the cancellation of the Special Teacher working on his/her program or attending a program being held during the Teacher's planning time, or attending IEPC's outside of school hours.

Attendance at any meeting called by the Administration during a teacher's planning period will be voluntary unless required by law or in an emergency situation.

- H. A teacher engaged during the school day on behalf of the Association in any formal step of the Grievance Procedure as set forth in Article XXII of this Agreement shall be released from regular duties without loss of salary.

- I. (1) Recognizing the need for parent-teacher conferences, the Education Association and the Board agree that at least one (1) day/night per semester may be set aside for such conferences. Plans for such conferences will be worked out by the building administration with their staffs, and attendance shall be required. A subcommittee will be established to work out the details of increasing Fall parent-teacher conferences at the elementary school by 1/2 day. The outcome is subject to approval by the Board and the Association. Secondary staff would receive equivalent time for parent-teacher conferences or department and/or in-service meetings.

ARTICLE V - TEACHING HOURS AND CLASS LOADS (continued)

- (2) All teachers will make arrangements to be available at parents' request throughout the school year, at a mutually agreed upon time within three (3) days of the request.
 - (3) Teachers are encouraged to attend as many special events as possible. However, all teachers are required to attend Open House which is scheduled once a year.
- J. Instructors shall receive written permission from the Administration in advance before altering the regular student instruction day.
- K. All in-service sessions with the approval of the Superintendent, shall be scheduled during the regular school day.
- L. All teachers shall be required to attend workday sessions pro-rated according to the number of hours in their regular teaching day. This in no way limits the obligation to attend parent-teacher conferences in Section I above.
- M. The Board will grant record days as specified in the calendar at which time there will be general staff meetings not to exceed one (1) hour in length. Attendance at these meetings will be mandatory by all staff members. One (1) hour for Association business will be provided during record days.
- N. Less than full-time assignments or more than full-time assignments will be avoided whenever reasonably possible.
- O. Teachers shall be required to attend all meetings called by the administration. These meetings shall be held when necessary and limited to an average of two (2) per month and an average of one (1) hour in length. The meetings will begin no later than fifteen (15) minutes after students leave (30 minutes if the meeting involves the entire elementary staff).
- A joint committee of Association Representatives, Principals, Program Directors, and Superintendent will meet in the fall to determine the meeting schedule. Reasonable effort will be made to limit the number of district-wide meetings to two (2) per semester.
- P. In the event the district will fall short of the state requirement for hours of pupil instruction necessary to receive full state funding for any school year throughout the duration of this contract, the parties agree to entirely reopen this Article in order to mutually agree upon a solution that will achieve the state's minimum requirement.

ARTICLE VI
TEACHING CONDITIONS

A. The Board recognizes the need for the control of class size, but because of the present over-crowded conditions it is further recognized that it may be impractical to adhere strictly to the following maximums. Therefore, all scheduling of classes, teaching loads, and number of preparations shall be done in consultation with a representative committee of the Association. However, whenever possible, both parties shall strive not to exceed the following maximums:

Kindergarten	22
Grades 1-3	25
Grades 4-6	27
English and Languages	25
Mathematics	25
Science	25
Business Subjects	25
Industrial Arts	20
Homemaking	20
Art	25
Physical Education	35
Social Studies	30
Music (except performing groups)	30
Special Education	State maximums

If the enrollment in an individual class exceeds the above stated maximums on or after the second Friday, the affected teacher(s) and Association president or his/her designee shall consult with the building principal and/or Superintendent to consider possible options available for alleviating problems caused by the excessive number of students.

B. Teachers, either individually, or through established committees, shall be given the opportunity to make recommendations concerning educational programs and the purchase of equipment and materials. The Association, however, recognizes the right of the Board to make all final decisions in the adoption of such programs and in determining which materials and equipment shall be purchased.

ARTICLE VI - TEACHING CONDITIONS (continued)

- C. The Board shall provide, *all necessary school equipment and supplies required pursuant to the Revised School Code including, but not limited to:*
- (1) A desk, file cabinet, bookcase and storage cabinet at each teaching station.
 - (2) Suitable closet space for each teacher to keep coats, overshoes, and personal articles. Some area for the safekeeping of valuables.
 - (3) Adequate chalkboard space in every classroom.
 - (4) Copies for teachers' use of all texts in each of the courses he/she is to teach.
 - (5) Storage space in each classroom for instructional materials.
 - (6) Adequate attendance books, paper, pencils, pens, chalk, erasers, and other necessities required in daily teaching.
- D. The Board shall, if it determines that facilities and funds permit, make available in every building lunchroom, rest room, and lavatory facilities for staff and one room furnished as a lounge.
- E. The Board shall provide telephones for teacher use. Personal toll calls shall be at the teacher's own expense.
- F. (1) Adequate off-street parking will be provided for teacher use.
- (2) The Board will reimburse the teacher in an amount not to exceed fifty dollars (\$50.00) on a claim of damage or loss to the teacher's vehicle while parked in the school parking lot while fulfilling obligations of employment.

This will apply when the damage or loss has not been the result of negligence on the part of the teacher. Articles of personal property shall be included in this obligation provided the loss is the result of a forcible entry of a securely locked vehicle or compartment, and proof of loss can be provided.

ARTICLE VI - TEACHING CONDITIONS (continued)

This obligation will be payable after any possible insurance claim has been settled, or if the loss is uninsured, upon presentation of a bill for damage or police report of loss.

- G. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which pose certain danger to their health and safety.

- H. In High School and Middle School no teacher shall have more than three preparations unless he/she agrees individually to teach more. For the purpose of this subsection, supervised study periods will not be considered a preparation.

- I. Teachers shall be provided with the necessary release time from student instruction time on a one for one matching time with non-student time to participate in school improvement meetings and to complete any required curriculum tasks approved by the Administration. Teachers will be paid at the School Improvement rate in Schedule B-2 for hours worked beyond the teachers' scheduled work hours. In other words, for those teachers who volunteer, the Administration may require teachers to work on school improvement and curriculum tasks beyond the teachers' scheduled work hours at the indicated hourly rate, provided the teachers are given at least an equal amount of released time from student instruction.

ARTICLE VII
DEPARTMENT CHAIRPERSONS

- A. One (1) Department Chairperson to serve the middle and high schools may be chosen by the Administration by October 1 for each of the following departments: the English-Language Department, the Social Studies Department, the Science Department, the Mathematics Department, the Special Education Department, the Vocational-Arts Department, the Media Department and the Physical Education Department. The Physical Education Department Chairperson will rotate between the elementary and the high school. A Counselor Department Chairperson will be added during the 2000-03 Agreement.
- B. In the Elementary, three (3) Grade Level Chairpersons shall be chosen by the Administration by October 1 for grades K through 6. Representation shall be acquired from all three Elementary schools. In the event that no one applies from a specific building, more than one teacher may be appointed from the same building.
- C. The duties of the Department Chairperson and the Elementary Curriculum Council Representatives shall be:
- (1) To coordinate the final ordering of all supplies, films, and equipment for the department or grade-levels. Orders must be obtained from all members of the department/grade early enough so that they can be coordinated and turned in to building principals on time. This is with the exception of the Vocational-Arts Department, in which case, each member of the Department shall be responsible for the ordering of his/her own supplies for his/her classes.
 - (2) To advise and guide new teachers in the department or grade-levels.
 - (3) To review and evaluate all courses and curriculum with the teachers in the department or grade-levels.
 - (4) To call and chair necessary meetings of the members of the department or grade-levels during the course of the school year. These meetings will be considered part of the number of required staff meetings as described in Article V, N. Chairpersons and Representatives will work in close cooperation with the principals. Purposes of these meetings will include reviewing curriculum and evaluation courses with respect to alignment with core curriculum.

To attend meetings at the other level when problems cannot be solved through other meetings or when problems arise that are of such nature that their presence is needed.
 - (5) To exercise such coordinating and administrative functions as are required by the administration, such as: relaying information, fulfilling reasonable orders, etc.

ARTICLE VII - DEPARTMENT CHAIRPERSONS (continued)

- (6) The Department Chairperson and Elementary Curriculum Council Representatives shall serve as teacher representative to the Curriculum Committee and will attend all curriculum council meetings.
 - (7) To coordinate the review of the curriculum and textbooks during the years that department curriculum is up for review.
- D. A curriculum committee will be made up of Department Chairpersons, the Librarian, Administration, and/or Board with a procedure provided for input by students and citizens of the district. The Committee is to review present curriculum, explore innovative and experimental programs, and present recommendations to the Board of Education.
- E. Costs of said committee will be shared equally by the BEA and the Board of Education, a joint expenditure, not to exceed \$250 for each school year of the Agreement.
- F. The Department Chairperson and the Grade-Level Chairperson, for the purpose of this Contract, shall receive remuneration according to the Salary Schedule B.

ARTICLE VIII
QUALIFICATIONS AND ASSIGNMENTS

- A. It is desirable for teachers to be issued their expected teaching assignments as promptly as possible.

- B. No teacher, librarian, or counselor shall be required to leave his assigned duties so as to substitute for another teacher or perform some other function except in an emergency. The Administration shall make every effort to secure a substitute teacher from their list of substitute teachers, before any emergency shall exist.

ARTICLE IX
VACANCIES, TRANSFERS, AND PROMOTIONS

Article IX has been removed as a “prohibited subject of bargaining” pursuant to P.A. 103 of 2011, but is included in Attachment A to the September 28, 2011 Letter of Understanding between the parties.

ARTICLE X

LEAVES

PAID LEAVES

A. All teachers shall be entitled to twelve (12) days per year paid leave, with accumulation of one hundred thirty-five (135) days. Teachers new to the system shall be credited with the full twelve (12) days for the first year. In the event that the year is not completed, one (1) day per fifteen (15) session days shall be deducted from compensation for that portion of the year remaining. Teachers beginning after the regular beginning of the school year shall be credited with one (1) day per fifteen (15) session days for the remaining portion of the school year.

B. Circumstances under which paid leave may be utilized are as follows:

- (1) Personal illness, hospitalization, disability and/or injury of teacher; up to the maximum amount. The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery.

The Board may require a teacher to obtain a physician's verification of the illness/disability as described above in the following instances:

- (a.) Whenever it has reasonable cause to believe that abuse of sick leave may have occurred.
 - (b.) The employee has an extended illness of five (5) consecutive work days or more.
 - (c.) There is reasonable cause to believe that the employee is not medically fit to continue to work or return to work.
 - (d.) It is required for verification of FMLA leave.
- (2) Illness, hospitalization, disability and/or injury of immediate family defined as: spouse, children, parents of teacher and/or spouse, and relative residing within household of teacher: up to a total of 30 days per school year, except in cases when the family member's doctor provides a statement indicating the family member needs continuous care.
 - (3) Death of member of immediate family as defined in two (2) above, and brother, sister, grandparents and grandchildren of teacher and/or spouse: as needed up to ten (10) days per occurrence.
 - (4) Death of other relatives or friends: one (1) day per occurrence.
 - (5) Teachers absent from work because of illness contracted in the school system due to communicable disease present in the school system at that time shall not be charged paid leave or loss of salary. These diseases are mumps, measles, chicken pox, scarlet fever, and unusually severe flu epidemics.

ARTICLE X - LEAVES (continued)

- (6) Personal Business Leave. A teacher may use up to three (3) days per year of his/her accumulated paid leave for this purpose. However, request for such leave must be made at least three (3) days in advance to the Superintendent or his designated representative, unless an emergency develops. Personal business days may be combined to use two (2) days in a row. Three (3) consecutive personal days may be allowed with the Superintendent's approval. Personal business days used on days preceding or following holiday or vacation, must be approved by the Superintendent or his or her designee.
- C. The amount to be deducted because of exceeding these limits will be the teacher's yearly salary divided by the number of contract days for each day so exceeded.
- D. Teachers must call at a reasonable hour, as established by the administration, or register on-line before school to acquire a substitute. Teachers will give the cause of absence and leave a contact phone number for possible consultation. All teachers will maintain and make available unit plans and a classroom management folder for substitute teachers i.e.: class list, seating charts, reliable students, daily schedule, class rules, and other specific information the substitute needs to carry on the class productively. Failure to comply with these conditions will result in loss of pay for those days in which conditions are not satisfied. No teacher will be charged a paid leave day when school is closed by an act of God or reasons consistent with this contract.
- E. At the beginning of each school year (no later than September 30), the administration will notify each teacher of the correct number of paid leave days which he/she has accumulated.
- F. Any teacher who is retiring from the teaching profession with ten (10) years in the Bloomingdale School System at age 55 or above, shall be entitled to a sum of the total unused paid leave days accumulated times \$20.00. This sum shall be paid at the time of retirement.
- G. Any paid or unpaid leave which is used for family and medical leave as defined by the Act will count toward the twelve (12) weeks per twelve (12) months (*on a rolling backwards basis*) guaranteed in the Act. Unless mutually agreed otherwise by the teacher, the Association, and the Board, any paid leave provided for in the Master Agreement must be exhausted before the employee is eligible for the rest of the FMLA Leave.

ARTICLE X - LEAVES (continued)

UNPAID LEAVES

- A. The Board upon the written request of a teacher may grant unpaid leave of absence for the following reasons:
- (1) An unpaid leave for up to two (2) years for exchange teaching programs, foreign or military teaching programs, and/or for military induction may be granted upon the request of the teacher. Provided that the teacher states his/her intention to return upon completion of such assignment, the teacher will be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
 - (2) An unpaid leave for up to two (2) years for Peace Corps, Teacher Corps, Job Corps assignments, cultural travel or work programs related to teaching responsibilities may be granted upon the request of the teacher. Provided that the teacher states his/her intention to return upon completion of such assignment, the teacher will be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when he/she left.
 - (3) An unpaid leave for up to one (1) year for the purpose of campaigning for or service in public office may be granted upon the request of the teacher. Provided that the teacher states his/her intention to return upon completion of such leave, the teacher will be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when he/she left.
 - (4) Teachers who have been employed for seven (7) years may be granted an unpaid sabbatical leave for up to one (1) year. A teacher, upon return from a sabbatical leave, will be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
 - (5) Maternity and/or adoption leave for the purpose of caring for a new-born or adopted infant for the duration of the school year and/or up to one (1) full school year may be granted upon the request of the teacher. Provided that the teacher states his/her intention to return upon completion of such leave, the teacher will be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when he/she left.

ARTICLE X - LEAVES (continued)

- (a) In the event of the death of the object child of the leave, the leave of absence may be terminated upon the request of the teacher to become effective at the beginning of the following semester.
 - (b) Leave for child care should include seriously ill children and terminally ill children with no limit.
- (6) A teacher who is unable to teach because of personal illness, hospitalization, disability and/or injury and who has exhausted all paid leave available shall be granted an unpaid leave of absence for the duration of his/her illness, hospitalization, disability and/or injury or the contract year, whichever occurs first. Provided that the teacher states his/her intention to return upon completion of such leave, the teacher will be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when he/she left.
- (7) An unpaid leave for up to one (1) year for physical or mental disability may be granted upon the request of the teacher, and the Board shall, without request, grant leave of absence without pay because of physical or mental disability for a period not to exceed one (1) year, provided that any teacher so placed on leave of absence shall have the right to a hearing with his/her representative from the Association present, if he/she so desires, on such unrequested leave of absence in accordance with the provisions for a hearing in Article IV, Section 38.104 of the Michigan Teacher Tenure Act, 1967, and provided that no leave of absence shall serve to terminate continuing tenure previously acquired. Provided that the teacher states his/her intention to return upon completion of such leave, the teacher will be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when he/she left.
- (8) At their request, teachers may be granted unpaid leave for up to one (1) year. Teachers upon return from such leave shall be restored to his/her former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when he/she left.
- (9) Other unpaid leaves may be granted upon advance application of the teacher at the discretion of the Board.
- B. A teacher who is called for Jury Duty or to give testimony before any legal, judicial, or administrative tribunal and providing that it will not apply to any cause in which the teacher is the party to the action, shall be compensated for the difference between their teaching salary and that which they received for performance of such duty.
- C. The Board will grant ten (10) Association leave days to be administered by the BEA. The BEA will reimburse the Board for the cost of a qualified substitute. Notification of the days used shall be submitted to the Superintendent.

ARTICLE XI

ACADEMIC FREEDOM

- A. Academic freedom shall be guaranteed to a teacher, and no special limitations shall be placed on the study, investigation, and presentation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning with the exception that all sides of an issue must be presented including basic coverage of the fundamental ideas, concepts, and philosophies presented by the text provided for the course.

- B. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment and that teachers cannot be held solely accountable for pupil achievement.

ARTICLE XII
TEACHER EVALUATION

- A. The Association recognizes the right and responsibility of the Administration to evaluate the performance of Teachers, and to visit the classrooms as deemed appropriate.

- B. Each teacher shall have the right to review his/her personnel file at any reasonable time in the presence of the administrator or his representative. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE XIII
PROFESSIONAL BEHAVIOR

- A. The Association and the Board agree that the improvement of instruction and the development and revision of the school program are a joint responsibility of teachers and administrators. Both parties will, therefore, lend their full support to the successful operation of all regularly scheduled professional meetings approved by both parties.

ARTICLE XIV
PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers in professional organizations in their area of certification, leaves for work on advanced degrees or special studies and participation in community education projects.
- B. The Board upon request of a teacher may provide appropriate expenses of travel, meals, lodging, registration fees for educational conferences, or visitation days if the following conditions are met:
- (1) Conferences or visitation in area of teacher assignment.
 - (2) Arrangements made well in advance.
 - (3) One such request per teacher per year.
 - (4) Board retains the right to send the teacher to more than one conference or visitation.
 - (5) Conference or visitation is local rather than national in nature unless a national conference or visitation falls in local area. Local is defined as being within the Chicago-Detroit mileage area.
 - (6) Written or oral report must be made to the Building Principal and/or Board.
 - (7) Permission must be obtained from the Board or Superintendent.
 - (8) Conferences must begin and end in continuous session of no more than two (2) days, and college credit must not be accepted by the teacher.

ARTICLE XV
MAINTENANCE OF STANDARDS

All continuous and recurring conditions of employment shall be maintained at not less than the minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved as required by this Agreement, and provided doing so is consistent with state law.

ARTICLE XVI
SENIORITY

A portion of Article XVI has been removed as a “prohibited subject” pursuant to P.A. 103 of 2011, but is included as Attachment A to the September 28, 2011 Letter of Understanding between the parties. Should the bargaining unit include non-certified professionals, the language remains in effect for them.

ARTICLE XVI - SENIORITY (continued)

- A. Individual Contract - The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this Agreement.

- B. Seniority - Seniority shall begin to accumulate the day the teacher started working as a teacher in the Bloomingdale School District. Seniority will accrue and be counted during unpaid leaves through the school year, 1981-82. However, at the beginning of the 1982-83 school year, seniority will not accrue during unpaid leaves of thirty (30) or more days occurring in any school year. Further, effective the beginning of the 2010-2011 school year, seniority will be pro-rated for teachers who voluntarily work less than full-time.

ARTICLE XVI - SENIORITY (continued)

In the circumstances of more than one (1) teacher beginning employment on the same date, the seniority date shall be the day the teacher signed the contract, except in cases when the teacher signed his/her contract after they started working in the District. In the circumstance of more than one (1) teacher signing their contract on the same day, all teachers so affected will participate in a drawing to determine position on the seniority list. The Association and teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association Representatives to be in attendance. Effective August 24, 1983, ties in seniority, owing to more than one (1) teacher starting work on the same day, shall be broken by a drawing to be conducted in the presence of representatives of the Employer and the Association.

Teachers who transfer out of the BEA bargaining unit and remain an employee of the District will retain the seniority they accrued as a teacher.

ARTICLE XVII
CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike as defined in Section 1 of the Public Employment Relations Act.

- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined in Section 10 of the Public Employment Relations Act.

- C. Nothing in this article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God, and nothing shall require the teachers to report to work in such circumstances.

ARTICLE XVIII
PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers newly employed may, at the discretion of the Superintendent, be given up to full credit on the salary schedule for teaching or related experience outside this school district. It is understood that newly employed teachers will, at a minimum, receive credit for actual experience up to five years but in no case will they receive more than their actual experience.
- C. A teacher's hourly rate shall be determined by dividing his/her annual salary by the number of work days, and then dividing the resulting quotient by 6.75.
- D. Teachers involved in extra-duty assignments as set forth in Schedule B shall be compensated in accordance with the provisions therein. In the event said extra-duty activities are not administered through completion due to cancellation of the program, the compensation rates as provided in Schedule B shall be pro-rated. It is understood that assignment to Schedule B duties shall be in the sole discretion of the Board of Education, and shall be subject to annual reassignment by the Board of Education. If the Board of Education shall assign a person to a position on Schedule B, the pay shall be specified in Schedule B.
- E. Teachers required to drive their personal cars in the course of school affairs shall receive a car allowance equal to the allowed IRS rate. Mileage, from the teacher's assigned building, will be paid for out-of-district events approved by the Board and for mileage when a teacher is assigned to two (2) or more buildings. The Board shall provide liability insurance protection for teachers when their personal cars are used as provided in this section.
- F. Teachers will be paid every two (2) weeks. At the beginning of each school year, teachers will specify whether they will take their pay in 21 or 26 pay periods.
- G. Transfer from one salary schedule to another, based upon completion of the appropriate credit hours and/or degree, shall be effective the beginning of semester after said credit hours and/or degree was earned. The teacher shall provide the Superintendent of Schools certification of said award prior to being placed on the next schedule. Further provided that the teacher shall never delay past thirty-five (35) calendar days after the beginning of the semester (according to the School calendar) to obtain the appropriate records from the Institution before being placed on the next salary schedule.

ARTICLE XVIII - PROFESSIONAL COMPENSATION (continued)

- H. Each teacher who earns additional hours of Credit beyond the BA scale at a State accredited college or university, shall be reimbursed the sum of one hundred dollars (\$100.00) per credit hour for each additional hour earned after the 18 hour professional certification requirement has been met. The total sum to be paid for extra credit hours shall not exceed one thousand five hundred dollars (\$1,500.00).

- I. Teaching Certificate renewal fees shall be reimbursed to the employee by the district.

ARTICLE XIX
SPECIAL TEACHING ASSIGNMENTS

- A. Any assignments in addition to the normal teaching schedule during the regular year, including adult education, driver education, extra duties enumerated in Schedule B.
- B. It shall be responsibility of the Administration to arrange for substitutes.
- C. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously.
- D. A "temporary replacement position" will exist when a position is vacated temporarily or permanently for six (6) weeks or more during the school year. The "temporary replacement" position will exist only for the time the teacher he/she is replacing is absent or until the end of the year, whichever is earlier.

The "temp" will receive the same salary, benefits, etc., as a member of the bargaining unit but will not have any employment rights with the district after his/her "temp" contract expired.

If the "temp" teacher is hired as a regular teacher with no break in service to the district, the teacher's seniority would start at the beginning of his/her "temp" employment.

An "open window" period between the 140th and 150th teaching days will exist during which the Board may dismiss the teacher. This will release the Board from having to hire the teacher, as per state law during the following year if a vacancy existed for which he/she would be qualified.

The "Temp" will be placed on the first step of the salary schedule after 30 consecutive workdays of employment.

- E. The homebound teacher and the Administration must mutually agree in writing prior to the time that the work is performed to the acceptable range of hours per week that will be performed, including the amount of preparation and other teacher contact time.

ARTICLE XX
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give support and assistance to the teacher with respect to classroom control and discipline. A teacher may use such force as is reasonably necessary to protect him/herself from attack or prevent injury to another student.

- B. A teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods involved shall be reasonable and just, and in accordance with established Board policy. A teacher may exclude a pupil from one class and send him to the Principal when the grossness of the offense, the persistence of misbehavior, and the disruptive influence of the violation makes the continued presence of the student in the classroom intolerable. It shall be the responsibility of the teacher to report to the Principal the name of any student who in the opinion of the teacher needs particular assistance from skilled personnel. In such cases, the teacher will furnish the Principal full particulars in writing as soon as teaching obligations will allow. Teachers and/or school authorities will endeavor to correct misbehavior through counseling, conferences with student and/or parents.

- C. Any case of assault by a teacher shall be promptly reported to the Board and/or its representatives (Principals, Superintendent) and a report form filled out. The Board will take whatever action it deems necessary.

- D. Any case of assault on a teacher shall be promptly reported to the Board and/or its representatives. The Board will provide reasonable assistance, including legal counsel when necessary to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

- E. Time lost by a teacher in connection with any incident as mentioned in this article shall not be charged against the teacher providing teacher is free of fault.

- F. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while involved with school affairs except where teacher is inappropriately dressed for the activity and/or fails to take appropriate safety precautions. The Board will pay up to \$100 for damages, loss or destruction provided the teacher has exhausted his/her personal insurance prior to requesting reimbursement.

ARTICLE XXI

INSURANCE, OPTIONS, TDA & TDP DEDUCTIONS

- A. Each employee who enrolls in MESSA PAK A shall pay twenty percent (20%) per month toward the cost of the premium. Each employee who enrolls in MESSA PAK B shall pay twenty (20%) per month toward the cost of the premium. The Board will pay the remainder of each monthly amount. All employees must contribute at least 10% of the combined total costs for the employees' respective rates for the 2012-2013 fiscal year for medical, pharmacy, dental, vision, disability, long-term care, and any other benefit that constitutes a "health care service benefit" within the meaning of the State of Michigan Best Practices Incentive. Any employee not meeting a 10% contribution of their respective costs for these benefits shall have their contribution adjusted upward to meet the 10% level.

The employer shall provide a Premium Contribution Plan, which permits a member's contributions toward premiums to be paid with pretax dollars. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Bargaining unit members electing to use the Premium Contribution Plan shall do so through a Salary Reduction Agreement and payroll deduction.

- B. If student enrollment as of the Fall 2012 certified count is 1,239 or greater, the Board shall contribute 50% towards employee deductible (\$250/\$500 district contribution) in the form of a flexible spending account contribution with pre-tax dollars. If the Fall 2012 enrollment is less than 1,239 students, then the employee will fully fund the deductible.
- C. Teachers not electing to take any health insurance may participate in the PAK B Plan and will receive a cash option in lieu of benefits. The cash amount shall be four hundred dollars (\$400.00) per month. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Teachers may use this money for MESSA options upon completion of the appropriate application forms, or a specified amount may be applied through a Salary Reduction Agreement by the bargaining unit member toward MPSERS Tax Deferred Plan (TDP), MEA-FS Tax Deferred Annuities (TDA), or other non-taxable options provided by any Board-approved annuity company. All selections may be payroll deducted.
- D. There shall be no duplication of health coverage in the event more than one member of the same family is employed in this system as a teacher.
- E. Part-time employees shall receive benefits on a pro-rata basis.
- F. MESSA PAK Summary
- Plan A :
- a. Health: MESSA Choices II (PAK) with \$10/ \$40 SaverRx prescription coverage, \$10 office visit co-pay, and \$500/\$1000 yearly deductible.

ARTICLE XXI - INSURANCE, OPTIONS, TDA & TDP DEDUCTIONS (continued)

- b. Long Term Disability: 66 2/3%
 - \$5,000 maximum
 - 90 Calendar Days – Modified Fill
 - COLA – No
 - Primary Social Security Offset
 - No Survivor Income
 - Freeze on Offsets
 - No Educational Supplement
 - Alcohol/Drug Waiver – Same as any other illness
 - Mental Nervous Waiver – Same as any other illness

- c. Negotiated Life: \$20,000 with AD&D

- d. Vision: VSP3

- e. Dental: 80/80/80: \$1,000 Annual Maximum
 - 80: \$1,200 Class IV Lifetime Maximum
 - Two Cleanings per Year

Plan B (for employees not electing health insurance)

- Long Term Disability: Same as above
- Negotiated Life: \$20,000 with AD&D
- Vision: VSP3
- Dental: Same as above

- G. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claims disputes are, therefore, not subject to the grievance procedure.

Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters. The Employer shall provide all necessary forms and an appropriate amount of time to complete the forms.

The Board by payment of the premium payments required to provide the insurance coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility, commencement and termination of coverage.

ARTICLE XXII
PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance, as long as the matter is not a prohibited subject of bargaining as applied to the grievance.
- B. The term "days" as used herein shall mean days in which school is in session unless time limits provided in this Article shall cause the processing of a grievance to extend past the last day of school, then, the term "days" shall mean any day except Saturday, Sunday, or legal holiday.
- C. The time limits provided in this Article shall be strictly observed, but may be extended by written mutual agreement of the parties involved.
- D. Written grievances as required herein shall contain the following:
 - (1) It shall be signed by the grievant or grievants;
 - (2) It shall be specific;
 - (3) It shall contain a synopsis of the facts giving rise to the alleged violation;
 - (4) It shall cite the section or sub-sections of the contract alleged to have been violated;
 - (5) It shall contain the date of the alleged violation;
 - (6) It shall specify the relief requested.

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

- E. In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her building principal either alone or accompanied by his/her Association representative.

ARTICLE XXII - PROFESSIONAL GRIEVANCE PROCEDURE (continued)

If, as a result of the informal discussion with the building principal, it is felt that a grievance still exists, Level One of the formal Grievance Procedure may be invoked as outlined below:

Level One: Within fifteen (15) days of the alleged violation, the grievance must be delivered to the principal or his designated representative. Within five (5) days of receipt of the grievance, the principal shall meet with the grievant and/or the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and to the Association. If the grievant and/or the Association is not satisfied with the disposition of the grievance, it shall be so indicated by filing the grievance within five (5) days of the receipt of the principal's disposition with the Superintendent at Level Two.

Level Two: A copy of the written grievance shall be filed with the Superintendent or his designated representative as specified in Level One with the signature of the Association. Within five (5) days of receipt of the grievance, the Superintendent shall meet with the grievant and/or the Association representative in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) days of such meetings, transmitting a copy of the same to the grievant, the Association Secretary, the Building Principal in whose building the grievance arose, and place a copy of the same in a permanent file in his office. If no decision is rendered within the above designated five (5) days, or if the decision is unsatisfactory to the grievant and/or Association, the grievant and/or the Association may, within ten (10) days of the above meeting with the Superintendent, file the grievance with the Board of Education at Level Three.

Level Three: Upon application as specified in Level Two, the Board or its designated committee shall meet with the teacher and/or the Association representatives prior to the first possible meeting of the Board after the filing of the grievance at Level Three. Within one (1) month from the meeting on the grievance, the Board shall render its decision in writing. The Board or its designated committee may hold future meetings therein or otherwise investigate the grievance provided, however, that in no event except with the express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Building Principal of the building in which the grievance arose, the grievant, and the Association Secretary.

ARTICLE XXII - PROFESSIONAL GRIEVANCE PROCEDURE (continued)

Level Four: Only the Association has the right to process grievances at Level Four:

- (1) If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.
- (2) Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
- (3) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- (4) Powers of the arbitrator are subject to the following limitations:
 - (a) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - (b) He shall not hear any grievance previously barred from the scope of the Grievance Procedure.
- (5) The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

F. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.

G. If any teacher has a complaint which he/she desires to discuss with a supervisor he/she is free to do so without recourse to the Grievance Procedure. However, no adjustment will be made that is inconsistent with the terms of this Agreement.

ARTICLE XXIII
MISCELLANEOUS PROVISIONS

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

- B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the 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. The parties agree to meet no later than March 19, 2004 to begin negotiating any specific aspects of ESEA related to wages, hours, and working conditions. Any agreements reached between the parties will be included in a "Letter of Understanding".

- C. The Board and the Association shall share equally the cost of having this Agreement printed in sufficient quantity to provide each teacher with a correct copy and twenty (20) copies to the Association. Every effort will be made to assure that such printing and distribution is accomplished by the end of the first marking period.

- D. The parties agree that this Agreement incorporates their full and complete understanding and any prior agreements or practices are superseded by the terms of this Agreement and that no such understandings or practices will be recognized in the future unless committed to writing and signed by the parties as supplements to this Agreement.

- E. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement each, voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXIII - MISCELLANEOUS PROVISIONS (continued)

- F. Representatives of the Board and the Association's bargaining committee will meet as needed on the last school day of each month for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the Grievance Procedure. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

- G. An emergency financial manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act. This clause is included in this agreement because it is legally required by state law. By signing this Agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

Bloomington EA

SCHEDULE A
2012-2013

Step	BA	BA+20	MA	MA+30/Specialist
1	33,570	34,469	37,306	38,013
2	35,103	36,102	39,417	40,121
3	37,021	38,092	41,639	42,286
4	38,766	39,912	43,551	44,252
5	40,297	41,530	45,308	46,015
6	42,189	43,531	47,462	48,162
7	43,955	45,344	49,421	50,125
8	45,493	46,968	51,174	51,880
9	47,025	48,558	53,156	53,860
10	48,743	50,394	54,899	55,602
11	50,281	52,013	56,637	57,339
12	51,815	53,630	58,395	59,155
13-14	52,371	55,238	59,813	60,519
15	53,549	56,895	61,607	61,881
20	54,754	58,602	63,455	63,956
25	55,986	60,360	65,359	65,859

Longevity at Step 15 equals 3.0% of Step 14 on BA + 20 and MA

Longevity at Step 20 equals 3.0% of Step 15 on BA + 20 and MA

Longevity at Step 25 equals 3.0% of Step 20 on BA + 20 and MA

Longevity at Step 15 equals 2.25% of Step 14 on BA and MA + 30

Longevity at Step 20 equals 2.25% of Step 15 on BA and MA + 30

Longevity at Step 25 equals 2.25% of Step 20 on BA and MA + 30

For 2012-2013: The salary schedule shall not be increased (0%) and there will be no steps. Column changes will be allowed. All teachers will accrue an additional year of seniority for the purposes of determining seniority ranking on the seniority list.

Schedule B-1

2012-2013

FOOTBALL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD VARSITY	\$4,028	\$4,196	\$4,364	\$4,532	\$4,700
ASST VARSITY (2)	\$2,853	\$3,021	\$3,189	\$3,357	\$3,525
HEAD JV	\$2,853	\$3,021	\$3,189	\$3,357	\$3,525
ASST JV	\$2,182	\$2,350	\$2,518	\$2,686	\$2,853
8 GRADE	\$2,014	\$2,182	\$2,350	\$2,518	\$2,686
7GRADE	\$2,014	\$2,182	\$2,350	\$2,518	\$2,686

BASKETBALL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD VARSITY	\$4,028	\$4,196	\$4,364	\$4,532	\$4,700
ASST VARSITY	\$2,853	\$3,021	\$3,189	\$3,357	\$3,525
HEAD JV	\$2,853	\$3,021	\$3,189	\$3,357	\$3,525
9 GRADE	\$2,350	\$2,518	\$2,686	\$2,853	\$3,021
8 GRADE	\$2,014	\$2,182	\$2,350	\$2,518	\$2,686
7GRADE	\$2,014	\$2,182	\$2,350	\$2,518	\$2,686

TRACK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
BOYS VARSITY	\$3,189	\$3,357	\$3,525	\$3,693	\$3,861
GIRLS VARSITY	\$3,189	\$3,357	\$3,525	\$3,693	\$3,861
ASST VARSITY	\$2,014	\$2,182	\$2,350	\$2,518	\$2,686
BOYS MS	\$2,014	\$2,182	\$2,350	\$2,518	\$2,686
GIRLS MS	\$2,014	\$2,182	\$2,350	\$2,518	\$2,686

BASEBALL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD VARSITY	\$3,189	\$3,357	\$3,525	\$3,693	\$3,861
ASST VARSITY	\$2,014	\$2,182	\$2,350	\$2,518	\$2,686
HEAD JV	\$2,182	\$2,350	\$2,518	\$2,686	\$2,853

SOFTBALL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD VARSITY	\$3,189	\$3,357	\$3,525	\$3,693	\$3,861
ASST VARSITY	\$2,014	\$2,182	\$2,350	\$2,518	\$2,686
HEAD JV	\$2,182	\$2,350	\$2,518	\$2,686	\$2,853

GOLF	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD VARSITY	\$2,182	\$2,350	\$2,518	\$2,686	\$2,853

CROSS COUNTRY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD VARSITY	\$2,182	\$2,350	\$2,518	\$2,686	\$2,853

VOLLEYBALL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD VARSITY	\$3,189	\$3,357	\$3,525	\$3,693	\$3,861
ASST VARSITY	\$2,014	\$2,182	\$2,350	\$2,518	\$2,686
HEAD JV	\$2,182	\$2,350	\$2,518	\$2,686	\$2,853
9 GRADE	\$2,014	\$2,182	\$2,350	\$2,518	\$2,686
8 GRADE	\$1,511	\$1,679	\$1,846	\$2,014	\$2,182
7 GRADE	\$1,511	\$1,679	\$1,846	\$2,014	\$2,182

WRESTLING	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD VARSITY	\$3,189	\$3,357	\$3,525	\$3,693	\$3,861

CHEERLEADING	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD VARSITY-FALL	\$1,679	\$1,846	\$2,014	\$2,182	\$2,350
HEAD VARSITY-WINTER	\$1,679	\$1,846	\$2,014	\$2,182	\$2,350
HEAD JV-FALL	\$1,343	\$1,511	\$1,679	\$1,846	\$2,014
HEAD JV-WINTER	\$1,343	\$1,511	\$1,679	\$1,846	\$2,014
HEAD MS-FALL	\$1,007	\$1,175	\$1,343	\$1,511	\$1,679
HEAD MS-WINTER	\$1,007	\$1,175	\$1,343	\$1,511	\$1,679

Schedule B-2

2012-2013

<i>Department</i>	
Jr./Sr. High School Department Chairs:	
English – Language Arts (1)	\$630
Social Studies (1)	\$630
Science (1)	\$630
Math (1)	\$630
Voc-Arts: a.) Phys. Ed., b.) Voc Ed., c) Technology, d.) Music, e) Art	\$160
District Counselor Department Chairperson	\$630
Curriculum Council Chairperson	\$315
Curriculum Council Membership (Attendance @ 5-7 Meetings per year)	\$12.12/hr
K-3 [One (1) from each building] (2)	\$12.12/hr
4-6 (Pullman and Bloomingdale) (2)	\$12.12/hr
Jr./Sr. High School Departments (5)	\$12.12/hr
Counselor (1)	\$12.12/hr
Media Specialist (1)	\$12.12/hr
Special Education (1)	\$12.12/hr
Physical Education (1)	\$12.12/hr
Art (1)	\$12.12/hr
Music (1)	\$12.12/hr
Curriculum Development Work	
Research/Background Information Phase	\$325
Writing	\$1,093
Materials Review/Textbook Selection	\$325
Elementary Accelerated Reader Program Coordinator (Pullman) (1)	\$325
Elementary Accelerated Reader Program Coordinator (Bloomingdale) (1)	\$325
Elementary Computer Coordinator (Pullman) (2)	\$1,627
Elementary Computer Coordinator (Bloomingdale) (2)	\$1,627

Schedule B-2 (continued)

2012-2013

<i>Department</i>			
12 th Grade Sponsor (2)	\$583		
(With Trip)	\$711		
11 th Grade Sponsor (2)	\$583		
10 th Grade Sponsor (1)	\$510		
9 th Grade Sponsor (1)	\$510		
6 th - 8 th Grade Sponsors (1 per grade level)	\$510		
Middle School			
Accelerated Reader	\$319		
Computer Coordinator (1)	\$814		
Student Government	\$552		
Science Olympiad	\$202		
Trash Dash	\$202		
Honor Roll Coordinator	\$202		
Spelling Bee Coordinator	\$202		
Student Council Commission Sponsor – Secondary	\$564		
Student Council Commission Sponsor – Elementary	\$381		
Summer Environmental Education			
National Honor Society	\$692		
Band Director 2011-2012	\$3,018	\$3,176	\$3,335
Summer Band (1 week, 15-17 hours total)	\$26.22/hr		
Play Director – High School	\$1,148		
Musical Director – High School	\$1,536		
Elementary Play Director (1 per school, 1 per semester)	\$406		
Forensics	\$839	\$857	\$913
School Improvement**	\$12.12/hr		
Driver's Education	\$20.52/hr		
Driver's Education Coordinator	\$418		
Drug Free Council Rep.** (one per building)	\$12.12/hr		

Schedule B-2 (continued)

2012-2013

<i>Department</i>	
Yearbook – Out of Class (Secondary)	\$691
District Newspaper (Secondary In Class)	\$507
High School Newspaper (Secondary Out of Class)	\$1,152
Elementary Newspaper	\$507
High School Olympiad	\$206
High School Quiz Bowl	\$618
Elementary Thinking Cap Quiz Bowl	\$206
High School Spring Math	\$206
High School Computer Coordinator (1)	\$814
Middle School Math Competition	\$206
Young Authors	\$206
Science Fair	\$206
Tutoring	\$26.22/hr
Mentoring (Per Semester) (Maximum of 2 assigned)	\$160
Committee of Annual Special Events:	
Bloomingdale Elementary	\$625/fall \$625/spring
Pullman Elementary	\$625/fall \$625/spring
Homebound Instructor	\$21.99/hr + mileage
School Improvement Members	\$12.12/hr

Registration and participation by students and staff will be determined by the building principal.

The Superintendent may authorize participation in additional academic competitions.

* with prior Board approval of Band Program (to include 1 week summer band camp)

** work outside school hours

Position will be posted with the final decisions made by the Administration. With the approval of the Administration, one event included under the Special Events may be substituted for another. (No person will serve in a position for two successive years unless there is no other qualified applicant.) Job descriptions and responsibilities are available for each position.

The Board agrees to create a Teacher B-2 Committee at Pullman. These committees will function similar to the Teacher B-2 Committees in Bloomingdale by determining how the B-2 amounts will be divided.

SCHEDULE C

PROFESSIONAL GRIEVANCE REPORT
Bloomington Public School District #16
Allegan and VanBuren Counties, Michigan

School Building: _____ Grievance Number: _____

Date of
Alleged Violation: _____ Date of Grievance: _____

Subject to the provisions of the Master Contract between the Board and the Association, I hereby authorize the representative or representatives of the Association as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the Professional Grievance Procedure, including arbitration, or to adjust or settle same.

STATEMENT OF GRIEVANCE: (Be specific)

REMEDY REQUESTED: (Be specific)

Signature of Grievant

Signature of other parties to grievance,
if any (use reverse side for additional
signatures.)

NOTE: Grievance must be forwarded to Level I within fifteen (15) days of alleged violation.

LEVEL I: Principal's Disposition:

DATE: _____ Signature of Principal: _____

Association's
Disposition: DATE: _____ Satisfactory _____ Unsatisfactory _____

LEVEL II: Superintendent's Disposition:

DATE: _____ Signature of Superintendent: _____

Disposition: DATE: _____ Satisfactory _____ Unsatisfactory _____

LEVEL III: School Board's Disposition:

DATE: _____ Signature of Board President: _____

Association's
Disposition: DATE: _____ Satisfactory _____ Unsatisfactory _____

NOTE: Use the reverse side or attach additional sheets if extra room is needed.

SCHEDULE D

UNIT PLANS

Unit: _____

Beginning Date: _____

Approximate Ending: _____

I. Core Curriculum Outcome(s) to be introduced and or developed.

II. Curriculum objectives necessary to reach outcomes.

III. Materials, lecture techniques, and strategies to be used for instruction.

IV. Description of assessments to measure outcomes.

BLOOMINGDALE PUBLIC SCHOOLS
2012-2013 Calendar

August 27	Professional Development Day
August 28	Professional Development Day
August 29	Professional Development Day
September 3	Labor Day – No School
September 4	First Day with Students (Full Day) – 1 st Trimester begins
October 2	Preschool-12 th grade: late start (10:05); a.m. teacher PD
October 25	½ Day for Students – a.m.; Parent/Teacher conferences – p.m.
October 26	½ Day for Students; (1/2 day Professional Staff Development)
November 21	½ Day for Students and Staff – end of the 1 st trimester
November 22-23	Thanksgiving Recess – No School
November 26	2 nd Trimester begins
December 5	Preschool-12 th grade: late start (10:05); a.m. teacher PD
December 24-Jan 4	Christmas Break
January 7	School Resumes
January 21	Professional Development Day – No School for Students
January 24	½ Day for Students – a.m.; Parent/Teacher conferences – p.m.
January 25	½ Day for Students; (1/2 Professional Staff Development)
March 1	½ Day for Students – a.m.; Records Day – p.m.; end of 2 nd Trimester
March 4	3 rd Trimester begins
March 27	Preschool-12 th grade: late start (10:05); a.m. teacher PD
March 29-April 5	Spring Break
April 8	School Resumes
April 25	½ Day for Students – a.m.; Parent/Teacher conferences – p.m.
April 26	½ Day for Students and Staff
May 1	Preschool-12 th grade: late start (10:05); a.m. teacher PD
May 27	Memorial Day – No School
June 5	Last Day for Students (1/2 day a.m.; Records day – p.m.)

<u>Trimesters:</u>	September -November 21	<u>Exams:</u>	November 19, 20, and 21
	November 26-March 1		February 27, February 28 and
	March 4-June 5		March 1
			June 3, 4 and 5

Parent/Teacher Conferences 12:00 – 7:15 p.m.: October 25, January 24, April 25

Teacher Days: 181
Students Days: 177

CALENDAR 2012-2013 (continued)

- A. Snow Day Policy will revert back to past practice should the State not require the make-up of snow days.
- B. Teachers will not be required to report on days schools are closed for students due to “snow days”.
- C. Teachers will be paid for the days the district is closed for snow days, but will not be paid for the days worked due to snow day make-up days.
- D. To the extent required by law, “snow days” will be made up in the following order:
 - 1. MID-WINTER BREAK MAY BE CANCELED AS LATE AS THE FRIDAY BEFORE THE BREAK IF THIS DAY IS NEEDED FOR A SNOW DAY MAKE-UP.
 - 2. Good Friday – Half day for students and teachers the years that Good Friday does not fall during the week M-F of Spring Recess or is contiguous to Spring Break.
 - 3. In addition to the above make-up days, the days will be made up during Monday – Friday starting the day after the last regular scheduled day for students.
- E. Within two (2) weeks of the first day of school, teachers will be able to access their classroom for preparation and set-up.

DURATION OF AGREEMENT

This Agreement shall be effective August 27, 2012, and shall continue in full force and effect without change, unless there is a mutual agreement between the Board and the Association to amend the Agreement, through June 30, 2013.

EDUCATION ASSOCIATION

By _____
President Date

By _____
Chairman, Negotiation Team Date

By _____
V.B.C.E.A. Rep. Date

BOARD OF EDUCATION

By _____
President Date

By _____
Secretary Date

By _____
Member Date