

MASTER AGREEMENT

Between the

BRONSON COMMUNITY SCHOOLS

And the

BRONSON EDUCATION ASSOCIATION

EXPIRING: JUNE 30, 2009

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ARTICLE I
Recognition

- A. The Board of Education of the Bronson Community Schools, hereafter called the Board, recognizes the 4 C MEA/NEA, hereafter the Association, as the exclusive bargaining representative, as defined in Section II of Act-379, Public Acts of 1965, for all certified full-time and regular part-time contracted teachers, remedial reading teachers, counselors, librarians, and special education teachers employed by the Bronson Community Schools Board of Education excluding the Superintendent, Assistant Superintendent, Principals, Substitute teachers, teacher aides, and all other employees.
- B. Upon voluntary written authorization from the teacher, the Board agrees to deduct the regular periodic, uniform dues, assessment and contributions of the association 4 C MEA/NEA, and the B.E.A., from the teacher's regular salary in accordance with the following:
1. Individual authorization forms will be furnished by the Association, and when executed, will be filed by the Association with the office of the Director of Finance no later than the end of the first full week of school.
 2. Authorization, once filed with the office of the Director of Finance, shall continue in effect from year to year, unless revoked in writing between June first and September first of a given year.
 3. The right to refund to teachers money deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deduction made by the Board and paid to the Association, which deduction is by error in excess of the proper deductions, and agrees to hold the board harmless from any claims of excessive deductions.
 4. The Association will, prior to the beginning of each school year, give written notification to the office of the Director of Finance of the amount of its (BEA) authorized dues, assessment, and contributions and those authorized by the MEA and NEA, which are to be deducted in that school year under such authorizations. The amounts of the deductions for such dues are not subject to change during that entire school year.
 5. The deduction of dues, assessments, contributions, shall be made from the second paycheck of each month for ten (10) months, beginning in September and ending in June of each year. Dues, assessments, and contributions deducted shall be transmitted to the local Association within five (5) Contract Days following each deduction. The Board will not be responsible; if delayed transmission of these amounts is due to circumstances beyond its control, provided that the Association is so advised. The Association shall be responsible for transmitting to the MEA and NEA any monies properly deducted for dues, assessments, and contributions to those organizations.

- C. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against a teacher as regards to such matters.
- D. All teachers in the bargaining unit shall, on or before the sixtieth (60th) day following; the beginning of the school year, beginning of their employment, or the execution of the collective bargaining Agreement whichever is later, as a condition of employment, either:
1. Become members of the Association ; or
 2. Pay to the Association an amount of money which the Association certifies in writing as a cost (hereafter referred to as “fees”) equal to the negotiation and administration of the Agreement. Such cost amount shall be verified and submitted in writing to the Board on or before September 15 of each year, and notice of the fee shall be presented in writing by the Association to all teachers.
 3. Full-time teachers hired during the school year shall be required as a condition of employment, to tender (through direct payment or deduction authorization) only a pro rata amount of the fees. Such pro rata shall be based on a maximum to ten (10) months (school year) and/or the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)
 4. Substitute teachers shall not be required to join the Association or pay a service fee thereto.
- E. In the event a teacher shall not pay the required amount as scheduled, the Board and the Association shall proceed as follows:
1. The Association shall notify the teacher of non-compliance there-with by certified mail, return receipt requested. Said notice shall detail the non-compliance and receipt of certified letter shall be attached to said charges.
 2. If the teacher fails to comply, the Association may file charges, in writing, with the Board and may request termination of the teacher’s employment. A copy of the notice of non-compliance and receipt of certified letter shall be attached to said charges.
 3. The Board, upon receipt of said charges and request for termination, shall conduct a hearing thereon. To the extent said teacher is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with Article IV, Section 38.101 through 38.104 of said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between or among various persons who may have refused to pay the fees.
 4. The employment of any teacher whose employment may be terminated due to his non-conformity to this section (Association Security) should be continued no longer than the semester during which the infraction took place.
 5. In the event that court action is instituted concerning “agency shop or user fees” monies, the Association agrees not to request that the hold harmless clause be set aside and the Association will notify the Board of any legal activity regarding agency shop or user fees and agency shop monies for the individual involved in the court action.

- F. If any court of competent jurisdiction or administrative agency holds that an agency shop clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State Law, or that it is in conflict with any Federal or State Law and/or regulation, or if the Legislature enacts a law forbidding the “agency shop” clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void. However, the Board will take no action as long as appeals are pending.

- G. In the event the Board, acting on the request of the Association, discharges or attempts to discharge an employee for failure to comply with these provisions, the Association shall indemnify and save harmless the Board, its administrators, and administrative support staff against any and all claims, demands, suits, expenses or other forms of liability, including back pay, of whatsoever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of the Agreement.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted 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 Constitution of Michigan and the United States that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiation with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Prior notification to the appropriate building administrator or secretary is required.
- C. The Association shall have the right to use school facilities and equipment, including typewriters, copiers, other duplication equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for all materials consumed in the use of the equipment.
- D. 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 school building. The Association may use the district mail service and employee's mailboxes for communications. No teacher shall be prevented from wearing insignia pins and other identification of membership in the Bronson Education Association, the Michigan Education Association and the National Education Association, either on or off school premises.
- E. Nothing therein shall require any teacher to be a member of or participate in the activities of any organization. This shall not be interpreted to mean that a teacher shall not be required to pay a Representative Fee provided in Article I, above.
- F. The Board agrees to make available for photocopying to the Association all available public information concerning (1) annual financial report and audits (2) register of certificated personnel (3) approved budget (4) agenda and minutes of all Board meetings (5) treasurer's report (6) names and addresses of all teachers, salaries paid thereto, their educational preparation and other such information which may be necessary for the Association to process a grievance or complaint.
 - a. The Board agrees to place on the agenda of any regular monthly Board meeting any item for discussion that has been brought to its attention by the Association so long as those matters are made known to the superintendent at least five (5) working days prior to said regular meetings.

ARTICLE III

SCHOOL BOARD AND MANAGEMENT RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of foregoing, in right:
1. To exercise the executive management and administrative control the school system and its properties and facilities, and the activities of its employees during regular school and when assigned to school-sponsored activities;
 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 aids of every kind and nature;
 5. To determine class schedules, responsibilities, and assignment of teachers.
- B. The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulation, 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 laws of the State of Michigan and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under Michigan General School Laws or any other national, state, district, or local laws or regulations as they pertain to education.

ARTICLE IV

TEACHER HOURS, LOADS AND ASSIGNMENTS

- A. Under normal conditions, the work year for teachers covered by this agreement shall be 188 days as shown in the adopted school calendar. Holidays recognized by the Board and the Association shall be Labor Day, Thanksgiving and the Friday following Thanksgiving, Christmas, New Years, and Memorial Day. (Teachers will not be expected to report on these days). This is included in the definition of a holiday.
- B. Under normal conditions, the teachers working hours in school as determined by the building principal, shall not be greater than a total of seven (7) hours of regular paid duty time from the time of arrival until the time of departure and shall begin between 7 A.M. and 9 A.M. This section applies to the 188 contract days. The seven-(7) hours does not include a thirty (30) minute unpaid lunch period.
- C. Every teacher shall be provided with at least a thirty-(30) minute duty-free uninterrupted lunch period. It is expressly understood that during a sudden urgent, unforeseen occurrence or occasion requiring immediate action, teachers may be called upon for assistance during their lunch period. If the administration increases the student lunch period, such increase shall not increase the daily three hundred (300) minute assigned time obligation under Section E and F of this article. It is agreed and understood that it shall not be deemed a violation of the three hundred (300) minute/day limitation of Article IV, C and Article IV, E if a particular teacher's daily assignment includes two "student lunch period supervision" assignments in lieu of one regular class period.
- D. Preparation time for elementary teachers shall be scheduled when their class is receiving instruction from various teaching specialists. In addition elementary teachers will be assigned a twenty-(20) minute preparation period daily. Such periods shall be used for such purposes as contacting parents, consulting (with co-workers, specialist, students and administration), lesson planning, record updating, evaluation of student work, etc. Such preparation shall be at the location approved by the administration. Under normal circumstances this provision will not reduce the amount of preparation time as established in the 1997-98 contract.
- E. Secondary teachers shall be obligated to provide three hundred (300) minutes per day of assigned student contact duty time. Teachers whose regular daily schedule assignment falls short of three hundred (300) minutes shall be subject to assignment by the administration to periodic additional student related duties not to exceed (on an annual basis) the amount of their time shortage. It is agreed and understood that it shall not be deemed a violation of the three hundred (300) minute/day limitation of Article IV, C and Article IV, E if a particular teacher's daily assignment includes two "student lunch period supervision" assignments in lieu of one regular class period.
- F. If a teacher in the Jr./Sr. High School shall be required to teach in lieu of a preparation period outlined in paragraph E above, he/she shall be compensated above the adopted Salary Schedule at the rate of one-seventh of his base pay. If the schedule changes, this article will be adjusted by mutual agreement between the BEA and the Board of Education.
- G. All teachers will be required to attend meetings with building principals. Not more than two teacher's meetings each month, which extend beyond these limits listed in paragraph B above will be required of any teacher. No teacher will be required to remain for more than one (1) hour beyond the seven and one-half (7 ½) hours stated in Paragraph B for any such meeting. Any general teacher's meeting, which is defined as a meeting involving teachers from elementary, middle and high schools, will be included in the provisions of this paragraph.

The Superintendent has the right to call two special meetings per year.

The fixed established dates in each month for the monthly teachers meeting shall be the second (2nd) and fourth (4th) Mondays; however, the twice monthly teacher's meetings may be held on any school day provided that a) teachers receive a minimum of five (5) school days notice and b) the first (1st) and third (3rd) Tuesdays shall be preserved as below. Teacher meetings shall begin no later than fifteen (15) minutes following student dismissal.

The first (1st) and third (3rd) Tuesdays shall be reserved for Association meetings which may begin at any time following the seven and one-half (7 ½) clock hour day. The third Tuesday of each month teachers may leave their respective buildings at 3:15 P.M. to attend Association meetings.

H. All teachers will be expected to help plan and execute and except for emergency reasons allowed by their principal, may be expected to attend up to a maximum of five open houses or similar functions (i.e. Christmas Concerts, SIP planned activities, school climate activities etc.) each year in addition to parent teacher conferences. No more than five activities shall be scheduled for any one building. The committee for planning the activities or the administration shall notify the teachers of the date set for the Open House and Christmas program by October 1st. The committee for planning or the administration shall notify the teachers at least ten (10) working days prior to the date set for any of the other activities and shall present a general outline of the program. If held in the evening, it shall be scheduled for no longer than two (2) hours. All five activities, if held outside the normal contract hours, shall be compensated at \$25.00 per teacher activity.

I. All teachers may volunteer to work at approved school year activities. A separate sign up list for fall, winter and spring activities will be made available by the administration by August 15, December 1, and March 1, respectively. If enough volunteers do not come forth to cover said activities; teachers will be assigned randomly.

Administrators will make reasonable efforts to provide notice to teachers assigned to activities by the administration provided, however, that significant prior notice may not be possible in the event of unforeseen illness of a previously assigned teacher, rescheduling of a postponed activity, addition of a new activity or similar such events. Secondary teachers who volunteer to cross over these lines, their wishes will be considered by the administration.

Teachers will be paid at the rate of \$20 per activity for approved athletic contests, theatrical presentations, musical concerts, student dances and other activities approved by the administration.

J. In the event parent-teacher or similar organizations are organized within the period of this agreement, teachers will be expected to make reasonable efforts to participate in their functions.

K. Teachers shall not be required to keep CA-60's but shall supply all pertinent information to the properly designated office personnel for the completion of these records. Teachers shall maintain accurate accounts of student attendance in such format as may be directed by the administration.

L. Except for special or emergency circumstances, the administration will give thirty (30) days notice as to date and approximate times of regular and formal parent-teacher conferences. Special or emergency circumstances shall not include inadequate preparation or negligent scheduling. Informal or formal individual conferences may be held with little notice. Provided, that the administration will consult with the teacher and will make reasonable efforts to schedule such

individual conferences during the regular school day as defined in this Agreement. If there is less than twenty-four (24) hours notice and the teacher has a prior commitment, he/she shall be excused from attending a conference scheduled outside duty hours. Provide further, that if an administrator directs a teacher to attend such an individual conference at a time that conflicts with Schedule C responsibilities, the teacher shall be excused from such responsibilities for the duration of the conference.

- M. The administration shall make reasonable efforts to avoid assigning secondary teachers to more than three (3) preparations, or to particularly difficult combinations of different preparations. Department meetings will be held prior to teacher assignments for input and the administrator will try to accommodate department requests. These requests will be followed provided that all assignments are made in the area of certification and that the master schedule of classes permits such assignments. The principal shall have final authority in making assignments. Exceptions to the above may take place with the approval of both parties.
- N. The Board and Association agree that efforts will continue to be made to bring class sizes to an acceptable number as dictated by financial conditions of the school district, the building facilities available, and the best interest of the children. The class size shall not exceed an average of 25 students per class. The average shall be computed by dividing the total number of students by the total number of certified personnel, excluding administrators.
- O. The Board will relieve teachers from collecting for pictures and school lunches.
- P. In the K-6 grades all efforts will be made to provide equal distribution of special education students per classroom. (If there are three first grade classrooms and nine special education students, if at all possible each classroom would be assigned three students). In the secondary classes (grades 7-12) all efforts will be made to equally distribute special education students per class. It is understood that this equal distribution refers to student assignments for the beginning of the year. If, after school begins, already assigned students are certified for special education services these students may not be transferred to provide equal distribution.

If new enrollees are certified special education students, all attempts will be made to provide equal distribution.

- Q. The parties recognize the requirement of school code (MCLA 389.1526) to provide a master teacher as a mentor to a beginning teacher during the first three years of classroom teaching. The purpose of the mentor/teacher assignment is to acclimate the new teacher to his/her profession and provide necessary assistance towards attaining quality instruction. The relationship shall be based on mutual trust and understanding of the role each provides relating to professional improvement. The Board and Association agree that a bargaining unit mentor will not be involved in the evaluation of the mentor or vice-versa. A bargaining unit member will not be called to testify to teaching performance deficiencies in any non-misconduct hearing.

ARTICLE V

PROFESSIONAL IMPROVEMENT

- A. The Board agrees to provide, upon application and approval, by the administration, necessary funds for the teachers to attend conferences and workshops within a budgeted amount to be determined by the Board. Travel, meals, lodging and registration fees shall be deemed appropriate expense of the board, as well as the cost of the substitute teacher needed to relieve the participant.
- B. The Board agrees to pay each teacher a sum of one hundred twenty-five (\$125) per semester hour of college credit earned beyond 18 semester hours in a planned program that is necessary to achieve temporary vocational, provisional, professional certification, or an advanced degree. Courses taken shall be related to the individual's teaching assignment and shall be submitted for prior written approval to the Superintendent through the Principal. Proof of hours completed in the form of official transcripts or report cards shall be presented to the Superintendent through the Principal before payment is made.

ARTICLE VI

TEACHING CONDITIONS

- A. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- B. When possible, the Board will make available in each school adequate lunch rooms, restroom, and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge and provisions for such facilities will be made in all future school buildings.
- C. Telephone facilities will be made available to all teachers for school business, association's business and for emergency personal reasons. Accounting and billing for long distance calls shall be accomplished according to administrative rules then current.
- D. Keys may be signed out, upon teacher's written request, for a school year and turned in at the end of the school year or upon termination of employment, whichever occurs first.

ARTICLE VII

VACANCIES

- A. In filling vacancies or when a new position covered by this Article is created, the Board agrees to give due weight to the professional education and experience of all applicants, to the length of time each has been employed in or under leave from the local school district, and other relevant factors. All teachers on the existing staff, if certified, and if all other qualifications are equal, shall be given preference over outside candidates. The decision of the Board shall be final.
- B. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the existing teaching staff without undue disruption to the instructional program. If the superintendent so determines, such vacancy may be filled on a temporary or tentative basis until the end of the current semester, at which time the position will be considered vacant.
- C. All teacher and extra-duty vacancies, and all newly created positions within the teaching staff shall be publicized by appropriate posting in each school building in the district for a period of at least ten (10) days. Such vacancies shall not be filled until after the ten (10) days, except under emergency conditions. In this event the Association shall be advised as soon as the vacancy occurs. If a vacancy or newly created position occurs between June 15th. and the beginning of the next school year, individual notices of job vacancies will be mailed to all professional staff members.
- D. Any teacher may apply for any position at any time. Written application from teachers in this district shall be addressed to the Superintendent and shall be kept on file in his office for a period of one year.
- E. The parties recognize that the filling of vacancies or newly created positions at the supervisory or administrative levels is exclusively the concern of the Board. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.
- F. Staff assignments shall be made without regard to race, creed, color, religion, nationality, sex or marital status unless based upon a bona fide occupational or educational requirement.
- G. The parties recognize that changes in grade assignment in the elementary schools, changes in subject assignments in the secondary school grades and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfer and changes of assignments shall be on a voluntary basis whenever possible. Consideration will be given to the number of years of service and prior transfers or changes when making assignments. If the teacher wishes he/she may appeal the change or transfer to the Superintendent. Such appeal must be made within ten (10) days of notification.
- H. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. An involuntary transfer is defined as a transfer from present assigned building to a different building. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be taken into consideration. The Superintendent shall notify the affected teacher and the Association of the reasons of such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the fourth level of the professional grievance procedure.

- I. All efforts will be made to notify teachers of tentative assignments for the following school year by May 15th. Teachers shall receive tentative assignments for the following school year by June 1st. Notification of assignment shall be verified by August 1st. In the event that changes in assignment are made after August 1st, any teacher affected may request in writing for the building principal to explain the re-assignment. Copies of any re-assignment made after August 1st will be sent to the BEA.

In the event of schedule changes for the second semester, teachers will be given notice by December 1st, or as soon thereafter as the necessity for the change becomes known to the Administration.

ARTICLE VIII

ILLNESS OR DISABILITY

- A. At the beginning of each school year each teacher shall be credited with a twelve (12) day illness or disability leave allowance. The unused portion of such allowance shall accumulate from year to year to a maximum of one hundred twenty (120) days. If such credit results in an accumulation, which exceeds 120 days, the Board will pay the teacher for all days over 120 at the rate of \$50.00 per day. Payment shall be made prior to October 30. If, in the view of the Board, circumstances seem to indicate abuse or misuse of illness or disability leave, the Board will require validation of illness or disability by a physician's written statement.
1. "Illness or disability leave" may be used for any days on which the employee is either personally physically unable to perform normal job duties or on which the employee's presence at home is necessary as provided in IX, B. Disabilities caused or contributed to by pregnancy, miscarriage or childbirth shall be treated on the same terms and conditions as are applied to other temporary disabilities for which leave is authorized under this paragraph.
 2. Unused "illness or disability leave" shall not be compensated upon termination of employment for any reason.
- B. Within the first two (2) weeks of the school year each teacher with at least one (1) year's service in this school district, may volunteer to contribute one (1) day of the foregoing sick leave allowance to a common bank to be administered by the Association. Contributors who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals, as determined by the executive board of the Association, from the common bank, provided that there are sufficient days available in the bank.
- This sick leave bank may accumulate to a maximum of one hundred eighty (180) days. If the total accumulation in the bank drops below one hundred (100) days, the association may require a contribution of an additional day or part thereof from bank participants. If the total number of days in the bank after contributions are made is less than the one hundred eighty (180), the Board will add a sufficient number of the previous years' unused days (if any), to bring the total number of days in the bank to the maximum of one hundred eighty (180). If days withdrawn are later compensated for under the Michigan Worker's Compensation Act, the days will be returned to the bank.
- C. Absence due to injury or illness, which is compensable under Worker's Compensation, shall not be charged against the teacher's sick leave. However, a teacher may choose to have the Board pay the difference between his/her Worker's Compensation benefits and his/her net pay for the period not to exceed his personal accumulated sick leave. For each such day subsidized by the Board, one (1) day shall be deducted from his accumulated sick leave.

ARTICLE IX

LEAVE OF ABSENCE

- A. Any tenure teacher whose personal illness extends beyond the period compensated for under the "Sick Leave Pay" shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, but shall not extend more than one (1) year beyond current school year. Upon return from sick leave a teacher shall be assigned to the same position, if available, or a substantially equivalent position, if available.
- B. Leave of absence with pay chargeable against the teacher's accumulated sick leave allowance shall be granted for the following reasons:
1. A maximum of five (5) days per school year for critical illness in the immediate family.*
 2. One (1) day when emergency illness in the immediate family* requires a teacher to make arrangement for necessary medical or nursing care.
 - 3a. The Board shall grant pay for accumulated sick leave up to a maximum of thirty (30) work days within a forty two (42) consecutive calendar day period prior to or after delivery, including the day of delivery for periods of pregnancy. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned, in the opinion of her physician. A member of the bargaining unit adopting a child shall be granted the same consideration upon written application. Such leave will commence upon placement of the adopted child in the adoptive parent's home.
 - 3b. Additional leave for the above purposes is available under provisions of the Family Medical Leave Act, see page Appendix D for details.
 - 3c. The Board shall grant, at the conclusion of eligibility under the FMLA, additional leave without pay not to extend beyond the current school year. Such applications may be granted by the Board with sole discretion, based on a determination of the best interests of the students (giving special consideration to the beginning and ending of marking periods and vacations.)
- C. Leaves of absence with pay not chargeable against the teacher's accumulated sick leave allowance shall be granted for the following reasons:
- 1a. Two days shall be granted for the conduct of personal affairs. These days may be used for matters of an urgent and crucial nature, which require the personal attention of the teacher and cannot be tended to at an alternative time that does not interfere with the duties of employment. These days shall not be permissible either the day before or the day after a scheduled vacation or holiday. However, teachers will not be required to give a reason for their use of personal leave days. Personal days shall only be taken as one (1) or one half (1/2) day units.
 - 1b. Notice of the desire to use such leave shall be submitted to the building principal on the appropriate form at least five (5) work days in advance of the anticipated absence. In cases of emergencies, teachers shall apply as soon as possible.
 - 1c. Teachers shall be compensated at the rate of \$50.00 per day for unused personal leave days.

- 1d. During deer hunting season, no more than three (3) teachers at the elementary level and four (4) teachers at the secondary level shall be permitted to use personal business leave under Section IX, C, in any single school day. The days shall be granted in the order that applications are received.
 2. A maximum of five (5) days per year for a death in the immediate family. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law and grandparents.
 3. A maximum of three (3) days per year, to attend the funeral of a brother-in-law, sister-in-law, grandparents-in-law, aunt, uncle, niece or nephew.
 4. An employee shall be entitled to leave with pay for jury service if he/she is unable to be excused for that session. An employee shall also be entitled to leave with pay when subpoenaed to appear as a material witness in any legal proceeding to which neither the employee nor the 4 C MEA/NEA is a party litigant except where 1) the 4 C MEA/NEA is a party plaintiff or 2) the employee is a plaintiff in a case against the district.
 - 4a. In the event an employee qualifies for a leave under Section IX, C, 4 he/she shall be entitled to receive as leave pay for the days of authorized absence an amount equal to the employee's pro rata daily as leave pay less the amount received as compensation or witness fees. It shall be the responsibility of the employee to secure a statement from the court clerk verifying the amount of such compensation or fees received, and receipt of leave pay shall be granted upon prior submission of such a statement.
 5. Absence when a teacher is called for military reserve duty. Provided, however, that compensation shall be subject to the requirements and limitations of Section IX, C4a. Provided further that leave under this Section shall be limited to a maximum of thirty (30) work days unless the Board shall in its sole discretion determine to extend the leave.
 6. Time necessary for members of the Association to attend the Michigan Education Association Leadership Conferences. The Association is to pay for the substitute teacher. This will not exceed eight (8) days of total absence per school year.
- D. Leaves of absence without pay may, in the sole discretion of the Board of Education, be granted upon application for the following purposes:
1. Study related to teacher's license field.
 2. Study to meet eligibility requirements for a license other than that held by the teacher.
 3. Study, research or special teaching assignment involving probable advantages to the school system. The regular salary increment occurring during such period, not to exceed one (1) step, shall be allowed.
 4. Personal Leave: an employee may be granted a personal leave of up to twelve (12) calendar months without pay. An employee wishing a personal leave of absence shall apply in writing to the Superintendent stating the reasons for the leave. The granting of such personal leaves is discretionary with the superintendent and is not subject to the grievance procedure. The superintendent may extend personal leaves if the employee requests an extension in writing at least forty-five (45) days prior to the expiration of the original leave. For leaves terminating at the end of a school year, extensions must be made by April 15th.

- E. Teachers who are officers to the Association or who are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association, provided it will not interfere with the normal business of the school district. Such leave shall not extend beyond the school year in which leave is requested.

- F. The Board may grant a leave of absence of not less than one (1) semester and no more than one (1) year without pay or increment to any tenure teacher to campaign personally for or serve in a public office. If elected to State Legislature or Congress the teacher may request an extension of the leave of absence.

ARTICLE X

INSURANCE PROTECTION

A. The Board shall provide; without cost to the individual, the following insurance protection while engaged in “teaching activities” under the direction of the Board.

1. A Teacher’s Liability and Corporal Punishment Endorsement”, shall be provided as part of the Bodily Injury and Property Damage section of the insurance policy of the Bronson Community Schools.

The limits shall not be less than:

Bodily Injury Liability	\$100,000	Each person
	\$300,000	Each occurrence
Property Damage Liability	\$ 50,000	Each occurrence
	50,000	Aggregate

NOTE – does not apply to injury or damage connected with aircraft, automobiles, horses, or watercraft.

2. A Standard Workers Compensation Policy as described by Michigan Statute.

NOTE – Travel authorized by the Board and required to complete the teaching assignment, is considered to be a “teaching activity” for Workers Compensation purposes.

3. An “Employers Non-Ownership Liability” endorsement, and a “hired automobile” endorsement attached to the Fleet Insurance Policy of the Schools.

B. The Board shall contribute to each full time teacher’s health insurance premium for coverage under the MESSA PAK A plan as described below. For the duration of this contract the Board will pay 80% of the premium and the employee will pay 20%. For those accepting cash in lieu of health insurance as described in Paragraph C, the Board will pay 100% of the premium for MESSA PAK B as described below

PAK A

MESSA Choices II

MESSA Life Insurance - \$10,000 + AD&D

MESSA Prescription - \$10/\$20

MESSA/Vision Plan – VSP 2

MESSA/ Delta Dental Plan

Class I – 80%

Class II – 50%

Class III – 50%

Class IV – 50%

Classes I, II, III – Annual Max. \$1,000

Class IV – Lifetime Max. \$1,000

PAK B

MESSA Life Insurance - \$10,000 + AD&D

MESSA/Vision Plan – VSP 2

MESSA/ Delta Dental Plan

Class I – 80%

Class II – 50%

Class III – 50%

Class IV – 50%

Classes I, II, III – Annual Max. \$1,000

Class IV – Lifetime Max. \$1,000

- C. Full time teachers who are covered by this health insurance plan, on the policy of his/her spouse, may elect to apply up to \$75.00 per month toward the purchase of any tax-free MESSA options or receive \$75.00 per month in lieu of insurance coverage or options.

Full time teachers who are covered by the policy of a spouse, in the employ of an entity other than the Board, may elect cash in lieu of insurance in the amount of \$150.00 per month.

The elections of the options in the two preceding paragraphs must take place by completing form B-41 (Appendix E) and placing it on file with the Business Office during any open enrollment period. Once an election has been made, the teacher may not change this status until the following election period.

Cash accepted in lieu of insurance is fully taxable. Payments will be made twice a year, in the second payrolls of January and June.

- D. The Board agrees to make payroll deductions when authorized by the teacher for added coverage arranged by the employee between himself and the carrier.
- E. For all less than full-time teachers, the Board will contribute a pro rata amount toward health insurance benefits under Article X, B 1. The amount of the contribution shall be determined as the ratio of the teacher's daily duty hours to a full-time teacher's duty hours and shall be applied to the appropriate plan under Article X B 1.

The part-time teacher may either voluntarily deduct the additional amount necessary for full coverage under Article X, B 1, or, in the alternative, apply the pro rata portion of the MESSA single subscriber premium amount to option programs under Article X, C. Provided that if the teachers hours are insufficient to be eligible for health insurance Article X. B 1, the teacher must apply the pro rata portion of the MESSA single subscriber premium amount to option programs under Article X, C

ARTICLE XI

TEACHER EVALUATION AND PERSONNEL FILE

A. Teacher Evaluation

1. Probationary teachers shall be observed at least two (2) times per year at least 60 days apart unless a shorter interval is agreed upon. Probationary teacher evaluations shall be completed by April 1st. Tenure teachers shall be observed at least once every three years. Tenure teacher evaluations shall be completed by May 24th of the year of the evaluation. Failure of the district to evaluate any individual teacher in a particular school year is conclusive evidence that the teacher's performance for that school year was satisfactory.
2. The evaluation procedure to be used will be explained by the building principals at a building staff meeting held within the first three- (3) weeks of school. See Appendix A & B for Elementary & Jr./Sr. High Evaluation Forms.
3. A minimum evaluation process will consist of the following:
 - a. A classroom observation (s) of at least twenty-five (25) minutes.
 - b. A post-observation conference within ten (10) days following the observation.
 - c. A written statement acknowledging the evaluation conference.
4. When a problem is evident, the written evaluation shall identify ways in which the teacher is to improve. A developmental plan will be provided the individual teacher according to the guidelines spelled out in P.A. 59, 1993. The IDP Form is found in Appendix C.
5. If the teacher disagrees with the evaluation he/she may submit a written answer that shall be attached to the file copy of the evaluation in question.
6. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Personnel File

1. A teacher will have the right to review the contents of his/her personnel file, excluding initial references, originating after initial employment and to have a representative of the Association accompany him/her in such review.
2. The district agrees to attempt to notify the Association in writing when the district receives a request for all or part of an Association member's personnel file under the Freedom of Information Act. The Association member will be provided opportunity to review the contents before release of the file and may request Association representation in this review.

3. The teacher may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, the teacher may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

4. The Superintendent shall be responsible for ensuring that personnel files are not made available to persons not authorized by the Superintendent to review same.

ARTICLE XII

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety of well-being or is professionally demeaning. In appropriate instances, as determined by the administration, the Ethics Committee of the BEA shall be informed of the details of the case.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absences, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building, the Board or representative thereof, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a period for correction. In appropriate cases the Board will attempt to correct the teacher's behavior by the following steps in the following order:
 - 1. Verbal reprimand
 - 2. Written reprimand
 - 3. Disciplinary lay-off (without pay)
 - 4. Dismissal
- C. A teacher shall at all times be entitled to have present a Representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such Representative of the Association is present. An Association Representative must be available within one (1) school day of such request or the disciplinary process shall proceed.
- D. No teacher shall be reprimanded or discharged without just cause

ARTICLE XIII

REDUCTIONS IN PERSONNEL

- A. If for any reason the Board anticipates a reduction of staff for the following school year, it shall, prior to taking formal action, inform the Association in writing.
- B. The Board shall develop a list of necessary staff positions based upon the proposed educational program for the forthcoming school year. The list of staff positions shall be published and posted in each building with a copy to the Association. Such list shall be so published and posted prior to any layoff.
- C. If a reduction of staff is necessary, teachers shall be notified by June 30th of any layoff for the following school year. Except that in case of an unforeseen emergency, the Board will not layoff teachers with valid contracts during the school year. If such an emergency exists, teachers shall be given thirty (30) working days notice. Unforeseen emergency shall include millage proposal rejections, State Aid allocation or other revenues which do not meet administrative projections, unanticipated reductions in student enrollment and other such circumstances which are not within the direct control of the Board of Education.
- D. In any layoff, the following criteria shall be used in priority order:
1. Certification – as defined by Highly Qualified standards of the Federal No Child Left Behind legislation. Should NCLB be repealed, reference to NCLB qualifications will be repealed.
 2. Qualifications – a teacher shall be qualified if he/she has:
 - a. experience in the grade level and/or subject area to be taught OR
 - b. academic training and/or professional development in the grade level and/or subject area to be taught.
 3. Seniority –
 - a. Seniority will be computed from the first day in the regular school year and shall be defined to mean the amount of time the individual has been continuously employed by the district. In the case of a tie, all individuals so affected will participate in a drawing to determine placement on the seniority list.
 - b. All seniority is lost when employment is severed by resignation, retirement, or discharge.
 - c. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.
 - d. Seniority shall continue to accumulate when teachers are on sabbatical, military, study, maternity, health or Association leaves.
- E. Any teacher on lay off shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. The right to recall will exist for two years. The Association shall be notified in writing of the recall.
- If a vacancy may arise, and there are no laid off teachers with proper certification and qualifications in the district, the Board may employ a new teacher.
- F. A laid off teacher shall be considered laid off until he/she is reinstated in the District for a period of two (2) years. Refusal of an offer from the Board of a full time position for which the teacher is certified and qualified or failure to respond within five (5) days of a certified receipt of a written offer of a position shall be cause for termination. It shall be the responsibility of each teacher to notify the Employer of any change of address.
- G. The Board agrees to consider all requests for voluntary layoff.

- H. Refusal of a full time teacher to less than full time position shall not forfeit the teacher's right to remain on the recall list.
- I. Recalled teachers shall be entitled to all sick leave accumulations as of the day of layoff.
- J. Part-time teachers shall be given no more than a part-time assignment until all full time teachers have been offered full time positions, unless, there is no teacher with more seniority on layoff certified and qualified to take the position available.
- K. A laid off teacher may continue his/her health and dental insurance benefits by paying monthly the normal per subscriber group rate as allowed by the current insurance company carrier.
- L. A teacher whose assignment is eliminated for any reason may within five (5) days of written receipt of layoff notice examine the seniority list. Beginning at the bottom of the seniority list and moving upward, the teacher may claim the first assignment for which the teacher is certified and qualified as defined herein.

The teacher may choose between taking that assignment or being placed on layoff.

In no instance may a teacher bump anyone who is higher on the seniority list than the first assignment found or anyone higher on the list, than his original position, whichever is lower.

A teacher, who chooses a layoff instead of bumping, shall remain on layoff until a vacancy exists for which they are both certified and qualified except as limited by Paragraph E above.

ARTICLE XIV

CONTINUITY OF OPERATIONS

- A. Both Parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and avoidance of disputes, which threaten to interfere with such operation. Since the Parties are establishing a comprehensive grievance procedure under which unsolved disputes may be settled by an impartial third party, the Parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement engage in any strike, as defined by Section (1) of the Public Employment Relations Act.
- B. Nothing in this contract shall require the Board to keep school open in the event of severe inclement weather or other act of God, or any other emergency situation. In the event that the school is closed for reasons mentioned in this paragraph on any day scheduled as a teacher duty day, the Board reserves the right to reschedule a duty day later in the school year.

Provided, however, that teachers shall receive pro rata additional compensation at the rate of 1/188 of their normal salary for each day of duty in excess of 188 required in a given school year.

Provided further that the Association shall be consulted and a reasonable attempt made to establish make-up dates mutually acceptable to the Association and the Board, but the decision of the Board shall be final.

ARTICLE XV

SCHOOL CALENDAR

- A. The school year shall consist of one hundred eighty-eight (188) Contract days, of which one hundred eighty (180) days will be Days in Session, commencing and ending in accordance with the School Calendar established by the Association and the Board, as negotiated. Negotiations should begin on or before January 10 for the next school calendar. The Board of Education shall have the final determination in setting the yearly school calendar (subject to change due to make-up days under Article XIV B.)
- B. The school activities calendar will be coordinated at the high school office.

A monthly listing of activities will be posted in each building.

ARTICLE XVI

PROFESSIONAL COMPENSATION

- A. The basic salaries for teachers covered by this Agreement are set forth in Schedule "B", which is attached to and incorporated in this Agreement. Such Salary Schedule shall remain in effect during the term of this Agreement.
- B. All teachers newly employed shall be given full credit on the salary schedule set forth in Schedule "B" for each year of outside teaching in education and up to a maximum of two (2) years credit in such areas as Peace Corps, Vista, and service in the armed forces. Experience in education shall be defined as teaching in public or private school requiring a Michigan Certificate or its equivalent. It is expressly understood that all provisions of this Article shall not be retroactive.
- C. The Salary Schedule is based upon the regular school calendar and the normal teaching load as defined in this Agreement.
- D. Payroll
 - 1. Teachers may choose to be paid in 21 or 26 equal installments, scheduled for every other Friday. The choice shall be made and submitted to the business office on the form below not later than the first duty day for teachers each school year. Those not timely submitting such a form shall be automatically placed on 21 pays.
 - 2. Upon written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittances for programs jointly approved by the Association and the Board, such as annuities, credit union, savings bonds, and charitable donations.
 - 3. All professional staff hired after January 1, 2008 will be paid through the Bronson Community Schools Payroll Direct Deposit Plan.

BRONSON COMMUNITY SCHOOLS

Pay Election for _____ School year

CHECK ONE

I wish 21 pays. _____

I wish 26 pays. _____

Signature _____

Date _____

- E. Teachers serving in extra duty assignments set forth in Schedule C which is attached to and incorporated in this Agreement may choose one of the following ways to be compensated:
1. In equal installments on regular paydays beginning when the activity begins and continuing through remaining paydays in the year.
 2. In equal installments on regular paydays beginning when the activity begins and continuing through remaining paydays during the activity:
 3. In one lump sum payment at the conclusion of the activity.
- If for any reason the activity is terminated before its scheduled completion, pay will be prorated accordingly.
- F. Teachers assigned to these duties will have the percentage applied as follows:
1. Coaches
 - a. Coaches will be paid according to their years of experience in that sport.
 - b. Coaches hired prior to June 30, 1993 will continue to be paid for their existing assignments according to the years of experience as a coach and their appropriate column on Schedule B,
 - c. Coaches hired after June 30, 1993 will move up the BA schedule as a base to reflect credit for years of coaching in that single sport.
 - d. All coaches hired after June 30, 1993 will use the BA column as the only appropriate schedule.
 - e. Coaches are given credit for out of District experience in that sport: There is no distinction between boys and girls position for “in that sport” (example: girls track vs boys track): There is no distinction between varsity or assistant coaches in defining “in that sport”.
 - f. Any individual hired to coach in a sport where they have no experience will begin at BA 1 for the base.
 2. Others (advisors, sponsors, etc.)
 - a. Will be paid according to their place on Schedule B
- G. The Board is not required to fill any position as set forth in Schedule C.
- H. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive mileage reimbursement at the IRS rate in effect December 31st of the prior year. The same allowance shall be given for use of personal cars for field trips or other business of the District.
- I. The Board agrees to pay the full teacher retirement contribution. This section is meant to exclude MIP contributions from the Board of Education’s responsibility.

- J. Movement between the columns on salary schedule for eligible teachers will be effected twice annually as follows. Eligibility for movement shall be conditional on presentation of proper and official notification by the University of satisfactory completion of eighteen (18) hours beyond the B.A. or qualifications for a masters degree. Such proper notification must include the number of hours completed for the B.A. + 18 movement or notice by the University of successful completion of the masters degree. For proper notification presented after September 15 and before January 15, one half credit will be granted (computed as one half the salary increase represented by a full column movement).
- K. A teacher who is laid off and who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she been laid off, subject to the following condition: The total unemployment compensation be below that which the employee would have received had he/she been employed the entire school year.

This shall not apply to an employee who applies for and receives benefits without having received a layoff notice.

ARTICLE XVII

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classrooms. The teacher recognizes his responsibility to give all reasonable support and assistance to the Board with respect to the maintenance of control and discipline in the classrooms.
- B. A teacher may use such force as is necessary against a student to protect himself from attack or to prevent injury to another student.
- C. A teacher may temporarily remove a pupil from his class, when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The teacher will be informed of the disposition of the case upon request.
- D. Any case of school-related assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will furnish insurance protection designed to provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall cooperate promptly in the handling of the incident by law enforcement and judicial authorities. The Board or its designated representative shall conduct an immediate investigation of the incident to teachers normal job duties and responsibilities, and in compliance with any administrative or Board policies or directives relevant to the circumstance. The teacher shall cooperate fully with the Board's investigation and shall provide any requested information needed by the Board.
- E. If any teacher is complained against or sued, by any agency or individual other than the Board of Education as a result of any action taken while in pursuance of his duties as a teacher, the Board will furnish insurance protection designed to provide legal counsel to assist the teacher in his/her defense. The Board or its designated representative shall conduct an immediate investigation of the incident to determine whether the actions of the teacher were reasonable, within the appropriate scope to the policies or directives relevant to the circumstances. The teacher shall cooperate fully with the Board's investigation and shall provide any requested information needed by the Board.
- F. Time lost by a teacher in connection with any incident mentioned in this article, not compensable under Workmen's Compensation, shall not be charged against the teacher, unless he /she is found guilty of a crime by a court of competent jurisdiction.
- G. The Board will reimburse teachers for any uninsured loss damage or destruction of clothing, or personal property of the teacher as a result of his employment as a teacher, provided the teacher has not contributed negligently to such loss in the estimation of the Board of Education, and in the course of discharging his/her assigned duties and responsibilities as a teacher. The Board agrees to pay up to \$50.00 for payment of a deductible expense for an insured loss.

- H. No action shall be taken upon any complaint of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such matter is reported in writing to the teacher concerned. The results of any such action shall be placed in the teacher's personnel file. If any question of breach of professional ethics is involved, the Association shall be notified.

- I. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of school in the teachers' handbook. A teacher may, at all times, use such force as is necessary to protect himself, a fellow teacher or administrator, or a student from physical abuse or injury.

ARTICLE XVIII

SPECIAL TEACHING ASSIGNMENT

- A. The Board will attempt to provide substitute teachers, whenever regular classroom teachers are unable to perform their duties. Teachers are to call the appropriate telephone number by 7:00 A.M. the day they are unable to work. Whenever possible, all teachers should inform the administration the night before that they will not be available on the following day. Should a teacher be unable to work for two or more consecutive days, the administration should be informed whenever possible, no later than 2:45 P.M. of each day that said teacher will not be back the next day. This allows the school to keep the same substitute for the duration of the teacher's absence.
- B. Teachers will not be required to fill in for another teacher unless:
 - 1. An absent teacher does not call in by 7:00 A.M. on the day of absence, and a substitute cannot be acquired for said teacher.
 - 2. An unforeseen emergency occurs which requires a teacher to be absent part of the school day.
- C. Assignments will be rotated except that teachers who express a desire for this work shall be called first.
- D. If a secondary teacher substitutes in a class during his/her conference period or before or after his/her regularly scheduled teaching assignment, he/she will be compensated at the rate of \$15.00 per period. If the schedule changes, this article will be adjusted by mutual agreement between the BEA and the Board of Education.
- E. If an elementary music, art, or physical education teacher or a library aide is not present, the teachers affected by the absence will be personally notified. Elementary teachers are qualified for compensation as in D above if required to substitute when the music, art or physical education teacher or library aide is absent. For such cases, compensation shall be computed on a pro rata basis at a rate of \$15.00 for each 50 minutes of such substitute duty.

ARTICLE XIX

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance shall be alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
1. The termination of services of or failure to re-employ any teacher on a probationary contract.
 2. The placing of a non-tenure teacher on a third year of probation.
 3. The termination of services of or failure to re-employ any teacher to a position on the extra-duty schedule, referenced as Schedule "C" of this Agreement.
 4. Any claim or complaint for which there is another remedial procedure of forum established by law or by regulation having the force of law including any matter subject to the procedures specified in the Teacher's Tenure Act (Act 4 of Public Acts, Extra Session, of 1972 of Michigan as amended).
- B. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement. The Association may file grievances; however, in the case of a grievance filed by an individual teacher, the grievant shall be present at all meetings.
- C. The Association shall designate Representatives to handle grievances when requested by the grievant. The Board hereby designated the Principal of each building to act as its Representative at Steps One and Two as hereinafter described and the Superintendent or his designated representative to act at Step Three as hereinafter described.
- D. The term "days" as used herein shall mean days in which school is in session. However, if a grievance is filed that involves time extending beyond the days in which school is in session, the grievance will be processed when the appropriate parties are available.
- E. A written grievance as required herein shall contain the following:
1. it shall be signed by the grievant or grievants.
 2. It shall be specific
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or subsections of this contract alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.

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

- F. Step One: A teacher believing himself wronged by an alleged violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing on a grievance report form and proceed within five (5) days of said discussion to Step Two.

Step Two: Within five (5) days of receipt of the grievance, the principal shall meet with the teacher and the designated representative of the Association in an effort to resolve the grievance. The principal shall indicate this disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

Step Three: If no decision is rendered within five (5) days of the meeting, or if the decision is unsatisfactory to the grievant and the Association, the grievance may be appealed to the Superintendent or his designated agent. The appeal notice, together with the principal's designated agent with the endorsement thereon of the approval or disapproval of the Association, within three (3) days of the issuance of the principal's decision or within three (3) days of the deadline for issuance as specified in Step Two (if no decision is issued.) Within five (5) days of receipt of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant, to discuss the grievance. Within ten (10) days of the discussion the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association's Secretary, the principal of the building in which the grievance arose. He shall place a copy of same in a permanent file in his office.

Step Four: If no decision is rendered within ten (10) days of the discussion, or if the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education. The appeal notice, together with the decision (if any) of the principal and the Superintendent and a copy of the written grievance shall be filed with the Secretary of the Board within three (3) days of the deadline for issuance as specified in Step Three (if no decision is issued). The Board should not be required to have a special meeting. No later than the next regular Board meeting that is at least a quorum of the Board present. In no event, except with express written consent of the Association representative, shall final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, principal of the building in which the grievance arose, the grievant, and the Secretary of the Association.

Step Five: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may within thirty (30) calendar days be submitted to the American Arbitration Association and an arbitrator shall be chosen in accordance with its rules. Once appointed the arbitrator will proceed in accordance with the rules of the American Arbitration Association.

The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground, or to reply on any evidence, not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- G. All further proceedings on a previously instituted grievance shall be barred in the event that:
1. The teacher fails to institute or appeal a decision within the time limits specified, or
 2. The teacher leaves the employment of the Board (unless the grievance claim involves a remedy directly benefiting the grievant, regardless of his/her employment). Directly benefiting includes monetary benefits and personnel file matters.
- H. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his or their express approval.
- I. All preparation, filing, presentation or consideration of grievance shall be held at times other than when a teacher or a participation Association Representative is working with or supervising students.
- J. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the Parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process each grievance prior to the end of the school term or as soon thereafter as is possible.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder shall be processed through the grievance procedure until resolution.

ARTICLE XX

PROFESSIONAL STUDY COMMITTEE

- A. The Superintendent and Association President may establish a permanent “Professional Study Committee” (PSC) composed of twelve (12) members, six (6) of whom shall be tenure teachers, two (2) representing the high school, two (2) representing the middle and two (2) representing the elementary schools. Said teachers will be elected from the buildings they represent. The other six- (6) members shall represent the Board of Education and shall include at least one (1) member of the Board.
- B. The PSC shall meet as necessary during the regular school year for the purposes of studying such matters including but not limited to curriculum studies, textbook selection, course selection, and selection of teaching materials. Following such study the PSC shall forward recommendations for adoption of or purchase of such courses or material deemed necessary to appropriate parties. The PSC is barred from considering any matter once it has been placed in negotiations by other parties to this Agreement.
- C. The PSC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subjects.
- D. Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved, no sub-committee shall be re-activated except by mutual consent of the members of the PSC.
- E. The Parties agree that the PSC and its subcommittees serve only in an advisory capacity to the Board.
- F. The clerical expenses of the PSC and its subcommittees, as approved by the Superintendent, shall be borne by the Board.

ARTICLE XXI

NEGOTIATIONS DURING THE DURATION OF THIS AGREEMENT

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 Employer and the Association, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. 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 both Parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement; and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the Parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established Policies of the Board.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall be deemed null and void, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now or hereinafter employed.

ARTICLE XXIII

DURATION AND RATIFICATION OF AGREEMENT

This Agreement shall be effective upon ratification of both Parties and shall continue in effect until the 30th of June, 2009.

This Master Agreement between the Bronson Community Schools and the Bronson Education Association is for the 2006-2007, 2007-2008, 2008-2009 school years.

This Agreement has been ratified by the majority of the Members of the Board of Education and by a majority of the Members of the Bronson Education Association present and voting.

In witness whereof the Parties have caused this Agreement to be executed by their authorized Representative on the _____ day of _____, 2_____.

**FOR THE
EDUCATION ASSOCIATION**

**FOR THE
BOARD OF EDUCATION**

By _____
4 C MEA President

By _____
President

By _____
BEA President

By _____
Secretary

By _____
Uniserv Director

By _____
Superintendent

SCHEDULE "B"
2006-2007

<u>CONTRACT</u> <u>YEAR</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>
1	\$32,842	\$33,797	\$35,392
2	\$34,430	\$35,392	\$36,984
3	\$36,349	\$37,301	\$38,900
4	\$38,256	\$39,213	\$40,807
5	\$40,173	\$41,130	\$42,722
6	\$42,085	\$43,039	\$44,635
7	\$43,998	\$44,952	\$46,549
8	\$44,442	\$46,867	\$48,463
9	\$45,954	\$48,249	\$50,374
10	\$47,467	\$49,763	\$51,861
11	\$48,979	\$51,274	\$53,594
12	\$50,493	\$52,788	\$55,330
13	\$52,006	\$54,301	\$57,064
14	\$53,517	\$55,813	\$57,956
15	\$55,036	\$57,326	\$60,532
20-24	\$750	\$750	\$750
25+	\$1,500	\$1,500	\$1,500

N.B. All persons employed as a teacher in the Bronson Community Schools as of June 10, 1976, shall be eligible for the B.A.+ schedule upon presentation of proof of fifteen (15) semester hours of work beyond the Bachelor Degree. All teachers hired subsequent to June 10, 1976, shall be eligible for the B.A.+ schedule upon presentation of proof of completion of the number of hours needed for continuing certification.

SCHEDULE "B"
2007-2008

<u>CONTRACT</u> <u>YEAR</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>
1	\$33,499	\$34,473	\$36,100
2	\$35,119	\$36,100	\$37,724
3	\$37,076	\$38,047	\$39,678
4	\$39,021	\$39,997	\$41,623
5	\$40,976	\$41,953	\$43,576
6	\$42,927	\$43,900	\$45,528
7	\$44,878	\$45,851	\$47,480
8	\$45,331	\$47,804	\$49,432
9	\$46,873	\$49,214	\$51,381
10	\$48,416	\$50,758	\$52,898
11	\$49,959	\$52,299	\$54,666
12	\$51,503	\$53,844	\$56,437
13	\$53,046	\$55,387	\$58,205
14	\$54,587	\$56,929	\$59,115
15	\$56,137	\$58,473	\$61,743
20-24	\$750	\$750	\$750
25+	\$1,500	\$1,500	\$1,500

N.B. All persons employed as a teacher in the Bronson Community Schools as of June 10, 1976, shall be eligible for the B.A.+ schedule upon presentation of proof of fifteen (15) semester hours of work beyond the Bachelor Degree. All teachers hired subsequent to June 10, 1976, shall be eligible for the B.A.+ schedule upon presentation of proof of completion of the number of hours needed for continuing certification.

SCHEDULE "B"
2008-2009

<u>CONTRACT</u>			
<u>YEAR</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>
1	\$34,169	\$35,162	\$36,822
2	\$35,821	\$36,822	\$38,478
3	\$37,818	\$38,808	\$40,472
4	\$39,801	\$40,797	\$42,455
5	\$41,796	\$42,792	\$44,448
6	\$43,786	\$44,778	\$46,439
7	\$45,776	\$46,768	\$48,430
8	\$46,238	\$48,760	\$50,421
9	\$47,810	\$50,198	\$52,409
10	\$49,384	\$51,773	\$53,956
11	\$50,958	\$53,345	\$55,759
12	\$52,533	\$54,921	\$57,566
13	\$54,107	\$56,495	\$59,369
14	\$55,679	\$58,068	\$60,297
15	\$57,260	\$59,642	\$62,978
20-24	\$750	\$750	\$750
25+	\$1,500	\$1,500	\$1,500

N.B. All persons employed as a teacher in the Bronson Community Schools as of June 10, 1976, shall be eligible for the B.A.+ schedule upon presentation of proof of fifteen (15) semester hours of work beyond the Bachelor Degree. All teachers hired subsequent to June 10, 1976, shall be eligible for the B.A.+ schedule upon presentation of proof of completion of the number of hours needed for continuing certification.

SCHEDULE "C"

TEACHER EXTRA – DUTY SALARY SCHEDULE

Sponsors

Freshman Class Sponsor (2 positions)	1.5 ea
Sophomore Class Sponsor (2 positions)	2.5 ea
Junior Class Sponsor (2 positions)	3.0 ea
Senior Class sponsor (2 positions)	3.0 ea

Director & Advisors

Band Director	9.5	
Choir Director	6.5	
Play Director (2 plays a year)	5.5 ea	2 plays or 1 play
Musical Directors (1 drama 5% Musical 5%)	5.25ea	and 1 musical
Student Council Advisor	4.25	
Jr. High Student Council	3.25	
Yearbook Advisor	3.25	
FFA	9.0	
Concession Stands	\$450	
Quiz Bowl Advisor	3.25	
SADD Director	\$250	
Varsity Club	\$250	
Youth in Government	3.25	
National Honor Society	\$250	
Stand/Pride	\$250	

Girls Cheerleading

Head Cheerleading Coach	8.0
Jr. Varsity Cheerleading	5.5
Competitive Cheer	4.0
7 th & 8 th Grade Cheerleading	3.25

Girls Basketball

Varsity Girls Basketball Coach	10.0
JV Girls Basketball Coach	6.5
8 th Grade Girls Basketball Coach	4.25
7 th Grade Girls Basketball Coach	4.25
5 th & 6 th Girls Basketball (1 position)	3.5

Girls Tennis

Girls Tennis Coach	7.5
--------------------	-----

Cross Country Coach

Cross Country Coach	8.0
---------------------	-----

Boys Football Coach

Varsity Football Coach (1)	10.0
Assistant Football Coach (3)	6.5 ea
1 Additional Assistant Football Coach	5.0
Jr. High Football Coach (2)	3.5 ea

Golf

Varsity Golf Coach	7.5
JV Golf Coach	5.0

Girls Volleyball

Varsity Volleyball Coach	10.0
JV Girls Volleyball Coach	6.0
Freshman Girls Volleyball Coach	4.25
8 th Grade Girls Volleyball Coach	3.25
7 th Grade Girls Volleyball Coach	3.25

Boys Wrestling

Varsity Wrestling Coach	10.0
Assistant Wrestling Coach	6.5
7 th & 8 th Grade Wrestling Coach	4.25

Boys Basketball

Varsity Boys Basketball Coach	10.0
JV Boys Basketball Coach	6.5
9 th Grade Boys Basketball Coach	6.25
8 th Grade Boys Basketball Coach	4.25
7 th Grade Boys Basketball Coach	4.25
5 th & 6 th Grade Basketball Coach (1 position)	3.5

Girls Softball

Varsity Girls Softball Coach	8.5
JV Girls Softball Coach	6.0

Track

Varsity Track Coach (2 position)	8.0 ea
Assistant Track Coach	6.0
7 th & 8 th Grade Track Coach	7.5

Boys Tennis

Boys Tennis Coach	7.5
-------------------	-----

Boys Baseball

Varsity Boys Baseball Coach	8.5
JV Boys Baseball Coach	6.0

Athletic Activities Coordinator	\$1300
---------------------------------	--------

NOTE: 1. See Article XVI, Paragraph D regarding pay.

2. This Association shall save the Board harmless against any and all claims, demands, suits, expenses, or other forms of liability, including back pay, of whatsoever kind and nature that shall rise out of any action while complying with the provisions of this Schedule "C".
3. The Board reserves the right to commence and to discontinue these activities at any time.
4. All positions on Schedule C are meant to be filled by one person unless specifically stated otherwise. In the event that more than one person is contracted for the position the pay for those positions with flat dollar amounts shall be evenly divided. The pay for positions with percentages shall be calculated by evenly dividing the percentage and applying percentages to the appropriate column and step on Schedule B.

Appendix A

Elementary Teacher Evaluation Form

(To be developed)

Jr./Sr. High Teacher Evaluation Form

(To be developed)

Bronson Individual Development Plan (IDP) Form

(To be developed)

Appendix D

U.S. Department of Labor Program Highlights Fact Sheet No. ESA 95-24

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most Federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier.

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

EMPLOYER COVERAGE

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools), and
- private -sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce - including joint employers and successors of covered employers.

EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee must:

1. work for a covered employer;
2. have worked for the employer for a total of 12 months;
3. have worked at least 1,250 hours over the previous 12 months; and
4. work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles

LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take MLA leave intermittently - which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- FMLA leave is for birth and care or placement or adoption or foster care, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave.

The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave based on information from the employee.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- Any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider which includes any period of incapacity (inability to work, attend school or perform other regular daily activities) due to:
 - (1) A health condition (including treatment therefore or recovery there from) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
 - treatment two or more times by or under the supervision of a health care provider; or
 - one treatment by a health care provider with a continuing regimen of treatment; or
 - (2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
 - (3) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
 - (4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or
 - (5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated chemotherapy or radiation treatments for cancer).

"Health care provider" means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
- Any health care provider recognized by the employer or the employer's group health plan benefits manager.

MAINTENANCE OF HEALTH BENEFITS

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

JOB RESTORATION

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay benefits, other terms and conditions of employment.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration

A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

NOTICE AND CERTIFICATION

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.

Employers may also require employees to provide:

- medical certification supporting the need for leave due to a serious health condition affecting is employee or an immediate family member;
- second or third medical opinions (at the employer's expense) and periodic rectification; id
- periodic reports during FMLA leave regarding the employee's status and intent to return to work

When intermittent leave is needed to care for an ,mediate family member or the employee's own ness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees their rights and responsibilities under FMLA, including giving specific written information on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

UNLAWFUL ACTS

It is unlawful for any employer to interfere with restrain, or deny the exercise of any right provided y FMLA. It is also unlawful for an employer to charge or discriminate against any individual for opposing any practice, or because of involvement, any proceeding, related to FMLA.

ENFORCEMENT

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also bring a private civil action against an employer for violations.

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

FURTHER INFORMATION

The final rule implementing FMLA is contained in the January 6, 1995, Federal Register. (An interim final rule was published in the Federal Register on June 4, 1993.) For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor, and Employment Standards Administration.

BRONSON COMMUNITY SCHOOLS
HEALTH WAIVER AND PRE-TAX PREMIUM PLAN

Election Form for Teachers

For the plan year beginning as of September 1, 20____

Name: _____

Address: _____

Telephone No: _____

Date of Birth: _____

Elect Health Coverage.

_____ I elect coverage through the School's group health insurance plan with MESSA (MESSA PAK A). I understand I may be required to pay toward the premium for coverage. I elect to reduce my pay on a pre-tax basis to pay my required premium (if any) for the following coverage:

_____ Single subscriber*.

_____ Two-person subscriber* *NOTE: All premiums are at the same rate.
This is for census purposes only.

_____ Full family subscriber*

If you elect health insurance, please complete the MESSA PAK A enrollment form(s) and return same to the Business Office with this election form.

I understand that my pre-tax pay reductions will automatically be adjusted if my required premium increases or decreases during the term for which this election form is in effect.

Waive Health Coverage.

_____ I elect to waive health insurance coverage for my dependents and myself for the term during which this election form is in effect. In order to waive coverage, I understand I must have alternative coverage and must provide the name and policy number of the alternative provider to Employer:

Name: _____

Policy No.: _____

_____ If your alternate coverage is through the School's group health insurance plan with MESSA (MESSA PAK A) you are entitled to elect one of the following two options for waiving health insurance coverage:

_____ MESSA options (up to \$75 per month).

_____ Cash (\$75 per month), as stipulated in Article X, C.

_____ If your alternative coverage is through another source, you will receive \$150 per month, as stipulated in Article X, C.

Purchase MESSA Options

_____ I elect to purchase one or more of the optional welfare benefits provided through MESSA (MESSA Options). To the extent federal law and the Health Waiver and Pre-Tax Premium Plan permit these options to be purchased on a pre-tax basis, I elect to reduce my pay on a pre-tax basis to pay the purchase price.

_____ I do not elect to purchase any of the optional welfare benefits provided through MESSA (MESSA Options).

If you elect to purchase one or more of the optional welfare benefits provided through MESSA (MESSA Options), please complete the MESSA options application and turn it into the Business Office with this election form.

I have received and read the Summary Plan Description for the Health Waiver and Pre-Tax Premium Plan. I understand that my elections cannot be changed during the plan year (September 1 through August 31) unless I have a change in family status. I understand that I may change my elections as of the beginning of any subsequent plan year by completing a new election form and turning it into the Business Office during the open enrollment period (September 1st through September 30th). However, any election changes are governed by the insurer's rules and Article X of the Master Agreement.

Dental, Vision, Life, and Accidental Death & Dismemberment Coverage

Employees not electing these coverages through MESSA PAK A may have these coverages through MESSA PAK B.

_____ I elect coverage through MESSA PAK B. This PAK includes the VSP2 vision plan, a Delta Dental plan, life insurance, and accidental death and dismemberment. I understand that this coverage is provided by the District with no charge to me.

_____ Single subscriber*

_____ Two-person subscriber* *NOTE: This area is for census purposes only.

_____ Full family subscriber*

_____ I waive the coverages provided in MESSA PAK B.

If you elect MESSA PAK B coverage, please complete the enrollment form(s) and return same to the Business Office with this election form. Any election changes are governed by the insurer's rules and Article X of the Master Agreement.

Return this election form to:

Bronson Community Schools
Business Office
215 W. Chicago St.
Bronson, MI 49028

Date: _____, 20____

(Employee's Signature)

Received by:

Bronson Community Schools

By: _____

Date: _____, 20____

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