

**Professional Agreement
Between
The
Blissfield Community
School District**

And

**The Lenawee County
Education Association
Affiliated with the
BEA, MEA/NEA**

08/25/09–08/24/10

**BLISSFIELD COMMUNITY SCHOOLS
PROFESSIONAL CONTRACT**

This Contract is entered into this 18th day of October 2009, between the Board of Education of the Blissfield Community School District, hereinafter referred to as the "Board", and the Lenawee County Education Association, BEA, MEA/NEA, hereinafter referred to as the "Association".

DURATION OF AGREEMENT

This Agreement shall be effective as of the 25th day of August 2009, and shall continue in effect until the 24th day of August, 2010. Thereafter, this agreement shall automatically and successively extend from year to year unless either party notifies the other at least 90 days prior to expiration of this Agreement that negotiations for a new Agreement are requested.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By: *Michele N. [Signature]*
Its President

By: *Paul E. [Signature]*
Its President

and

and

By: *Kelly M. Seidl*
Its Secretary

By: *[Signature]*
Its Secretary

WITNESS

In consideration of the following mutual covenants the Board, on behalf of the District, and the Association agree as follows:

ARTICLE I: Recognition

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certified teacher personnel and all personnel hired under Sections 1233, 1233b and 1237 of the Revised School Code and regularly employed by the Board of Education. Such representation shall exclude supervisory and administrative personnel, including but not limited to, superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, per diem substitute teachers, athletic director, teacher aide and paraprofessional personnel, business manager, per diem employees, CETA or CETA-type employees, adult and community education teachers, coaches and extracurricular supervisors who are not otherwise part of the bargaining unit as teacher, noon period supervisors, recreational personnel, office and clerical personnel, custodial and maintenance personnel, together with summer school employees and summer driver education teachers, and all other employees of the Board. The term "teacher" when used hereinafter in the agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above-defined.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this agreement.

ARTICLE II: Board Rights

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- B. To hire only degree teachers 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;
- C. 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;
- D. 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;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof, and be in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. The above Board Rights are subject to the provisions of Public Act 379 and the specific provisions of this agreement.

ARTICLE III: Teacher Rights And Teaching Conditions

- A. Teachers in Blissfield shall have the right to use school building facilities at reasonable times as mutually agreeable to the parties hereto and shall reimburse the Board for all additional costs incurred in connection therewith.
- B. The District recognizes that appropriate texts, library facilities, maps and globes, laboratory equipment, art supplies, audio-visual equipment, athletic equipment, current periodicals, standard tests, and questionnaires, and similar materials are the tools of the teaching profession. The parties concerned will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board on behalf of the district agrees at all times to keep the schools reasonably and properly equipped and maintained as determined advisable within budgetary limitations.
- C. One vending machine per building for appropriate beverages shall be installed, if reasonable and convenient, at the request of the Association.
- D. Parking facilities on existing parking areas shall be made available to teachers.
- E. Each semester will conclude with two half days of student instruction in the mornings and using the two afternoons for Records Day.
- F. The Association shall be responsible for the orderliness, cleanliness and professional atmosphere of the staff lounges with respect to its own members.
- G. Millage issues and campaigns will be discussed with the Association by the Board of Education.
- H. Teachers shall be entitled to full rights of citizenship and no religious or political activities, or lack thereof, of any teacher, unless contrary to state or federal law, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, unless such activity is carried into the classroom.
- I. The Board agrees to furnish the Association, in response to requests, all available public information pursuant to the Freedom of Information Act.

- J. The Association may make recommendations to the Board on any major educational, budgetary, or construction changes.

- K. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights. The Board agrees to support teachers within the body of objective research of the teacher's given discipline and within the scope of adopted policy and established district curriculum areas. Teachers will be kept advised of any curriculum guidelines established by the Board. Teachers will be expected to comply with Board guidelines which affect their subject areas.

ARTICLE IV: PROTECTION OF TEACHERS

- A. Any case of assault by a student or parent upon a teacher on school premises during the regular school day or at any authorized school activity shall be reported to the administration. If the teacher is not otherwise entitled to counsel and the teacher has acted within Board policy and applicable laws, the Board may provide legal counsel, upon request, to advise such teacher of his/her rights and obligations with respect to such assault.
- B. Before a complaint directed toward a teacher is used as the basis for disciplinary action or permanently placed in the teacher's file, it shall be brought to the teacher's attention.
- C. A teacher shall be entitled to have present a representative of the Association during any meeting which will lead to disciplinary action by the Employer. 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 unless exigencies of the situation require immediate action. A teacher shall not be entitled to the presence of an Association representative during an evaluation conference providing the evaluation does not contain a reprimand.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property and shall discharge their duties and responsibilities to said students and property according to the Michigan School Laws.
- E. No tenure teacher shall be reprimanded in writing, reduced in rank or compensation without just cause. Just cause shall not apply to the discipline or non-renewal of a probationary teacher or to the discipline or non-reappointment of a coach.
- F. Except in extreme circumstances, teachers will be notified within forty-eight (48) hours if there is a request to review his/her personnel file by a third party.

ARTICLE V: Corporal Punishment

- A. The employer will publish to all students and staff at the beginning of each school year such reasonable rules of conduct for students as shall be effective at the time. In addition to the general rules of the district, each teacher may establish additional rules for students during the time said students are in his/her charge, as approved by the building administrator.
1. Teachers may use such reasonable physical force as may be necessary to:
 - a. Protect himself, herself, the pupil or others from physical injury.
 - b. Obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
 - c. Protect property from physical damage.
 2. Teachers may use reasonable physical force for the purposes set forth in Part 1 above, but shall not be obligated to risk their own safety to perform such functions.
 3. Except as provided in Part 1 above, a teacher shall not use corporal punishment. Corporal punishment consists of all three of the following characteristics:
 - a. The student is caused physical pain by a reasonable person standard.
 - b. The activity was intended as a penalty, punishment or threat for the pupil's offense.
 - c. The teacher intentionally administered pain, physically or psychologically.
 4. The District has established alternatives to corporal punishment, which shall be included in the Teacher Handbook.

| |
|---|
| ARTICLE VI: Teaching Loads And Assignments |
|---|

- A. The Board will attempt to assign teachers to the area of their greatest professional competence; i.e. majors, minors, in the secondary, early elementary or later elementary. This is to imply that the teacher's major area of preparation shall be considered first, the minor areas second. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study without prior consultation with the teachers involved.
- B. Teachers who will be affected by a change in grade assignment in the elementary school and in subject assignments in the secondary school shall be notified of their tentative schedule as early as feasible and may consult with the principal upon request before the schedule is finalized. Every effort shall be made to keep all teachers who are under consideration for reassignment informed of tentative administrative plans.

The professional opinion of the teachers relative to assignment and grade placement will be openly solicited by the administration. The final determination of subject and room assignment is vested in the Board.

- C. Each teacher shall be informed by the Superintendent or his/her designee of his/her tentative teaching assignment for the next year by the close of school. Changes in assignment after July 25th, may be made for valid educational and management reasons, provided the teachers concerned are informed as soon as the assignment is determined.
- D. Because of the importance of pupil-teacher ratio, the parties agree that class size be equalized if possible. The Board and Administration will attempt to keep class size limits as follows:

| | <u>Pupil/Teacher Ratio</u> |
|--------------------|----------------------------|
| Kindergarten | 25/1 |
| First Grade | 25/1 |
| Second Grade | 25/1 |
| Third Grade | 26/1 |
| Fourth Grade | 28/1 |
| Fifth Grade | 28/1 |
| Grade Six – Twelve | 32/1 |

When class size exceeds the above ratio, a paraprofessional will be assigned only to the time period that the pupil/teacher ratio exceeds the limit.

Traditional large groups such as bands, choir, physical education, etc. are exempt from the guidelines and formula. Experimental classes that exceed class size guidelines shall be agreed upon by administration and affected staff.

- E. The Middle School and High School day shall be comprised of six (6) class periods, including a teacher preparation period, with an additional VIP period (provided student instructional time requirements are met.) If a teacher is contracted to teach more than the normal teaching assignment as set forth in this Article, the teacher shall receive additional compensation at one sixth (1/6) of his/her base pay at the High School and Middle School. The Association and Administration agree that the Middle and High School day will start and end after the Elementary School beginning with the 2010-11 school year.
- F. TMI, SMI, SXI disabled students placed in a regular education environment to conform with mandated least restrictive environment (LRE) requirements deserve an appropriate classroom learning environment along with all other students. Likewise, teachers in order to fulfill their assigned duties, must be provided an environment conducive to effective performance.

In implementing the above the following provisions will be adhered to:

1. IEP provisions will be followed. It is understood that the I.E.P.T. must "show cause" in accord with state administrative rules if a child is moved from or not assigned to an LRE. Appropriate teachers will be invited to I.E.P.T's.
2. Teachers will be exempt from performing procedures such as catheterization and suctioning to maintain disabled/medically fragile students.
3. Teachers, at their option, may assist in the physical transportation of students with disabilities.
4. Medical assistance will be available for disabled/medically fragile students. It is further understood that liability for the safety and welfare of disabled/medically fragile students placed in a regular classroom rests with the agency initiating and effecting placement except for cases of teacher neglect.
5. Special consideration should be given to Elementary classroom teachers who agree to work with special education students from resource rooms full time in homerooms as "inclusion students". Any teacher assigned inclusion students will carry a class load of two fewer students than the average class size in that

grade level. However no student will be reassigned during the year to lower class size. Certified professional support will be provided to teachers assigned to "inclusion rooms" at a weekly rate of 7.5 hours for five full days of student instruction. The 7.5 hours will be prorated based on the actual amount of student instruction provided.

This provision is subject to any State Legislation current or pending with "waivers".

- G. A teacher who substitutes for an absent teacher during his/her conference period will be compensated twenty (\$20) per period. Administration will seek volunteers to substitute for absent teachers. In the event no one volunteers, a teacher will be required to substitute.

ARTICLE VII: Teaching Hours

- A. The teacher's normal teaching hours shall be as follows:
1. Teachers shall be in their buildings, excluding the teacher lounges, attending to teaching duties, at least fifteen (15) minutes before the regular school day begins.
 2. Teachers shall remain in the building attending to teaching duties at least ten (10) minutes after the regular school day ends.
 3. Hours and functions of special schedule teachers such as counselors, librarians, music teachers, speech correctionists, art teachers, physical education teachers, health teachers, and other special teaching classifications shall be arranged by the administration in a reasonable and consistent manner.
 4. Teachers shall not leave school property during school hours except for lunch period, except in emergencies with prior approval of the principal.
- B. Through cooperative effort of teachers with the administration, all secondary teachers will be provided with a 25 minute duty-free lunch period. Elementary teachers will be allowed a minimum number of 150 minutes of planning time per week during the student day in segments of 25 minutes each. Elementary teachers will also be provided with a duty free lunch period of 40 minutes. Kindergarten teachers will be afforded the equivalent of 150 minutes of release/planning time per week and may occur in unequal segments. It is understood that Special Services teachers shall receive the 150 minutes per week.
- C. It shall be the duty of all teachers to attend meetings called by the administration. Staff meetings and various committee meetings, including but not limited to School Improvement, North Central and Grade Level, which include the entire building staff and are arranged in advance with and/or by the building administrator outside the regular workday schedule shall not exceed eighteen (18) hours per year, with no more than three (3) hours in one month. Staff meetings shall not be held on records day. Records days shall follow the last day of student instruction each semester
- D. A teacher's participation in parent-teacher conferences each semester is required as a professional responsibility.

Parent-teacher conferences at the secondary level will be limited to twelve (12) hours each year, with a maximum seven (7) hours in any one semester. Conferences may be divided over more than one day as determined by agreement between the Administration and Association.

E. Teachers shall spend one half of a teacher in-service day prior to the first student day of each school year working in their rooms or on activities related to their teaching.

F. **Calendar**

1. The school calendar shall consist of one hundred seventy eight (178) scheduled days of student instruction and a total of one hundred eighty-four (184) teacher work days for the 2009-10 school year.

a. The total annual salary is based upon one hundred eighty-four (184) workdays.

2. If the agreed-upon school year is required to be extended or there is a modification in the agreed-upon school calendar (**APPENDIX I**) because of conditions not within the control of school authorities, any bargaining unit member required to perform any work on a day not specified as a duty day in this Agreement shall do so with no additional compensation.

Teachers will not be required to report and shall receive their regular pay for scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, or health conditions as defined by the city, county, or state health authorities.

3. Time missed due to conditions not within the control of school authorities as defined in Section 2, paragraph 2 above do not need to be made up so long as total instructional hours lost is 30 hours or less. When time lost exceeds 30 hours, time will be made up when a full days worth of time lost is reached (7 hours). Time will be made up in full day blocks beginning with the 37th hour. The make up day(s) will be either student instruction or professional development as determined by the Administration.

G. ACADEMIC YEAR SCHEDULE –2009-10

**BLISSFIELD COMMUNITY SCHOOLS
DISTRICT ACADEMIC YEAR SCHEDULE AND CALENDAR
2009-2010**

| | |
|------------------------|---|
| Sept. 1 | Professional Development Day (7:45am – 2:30pm) |
| Sept. 2 | Professional Development (A.M.) / Teacher Work Day (P.M.) |
| Sept. 3 | Professional Development Day (8:00am – 3:00pm) |
| Sept. 8 | First Day for Students – Semester Begins |
| Sept. 24 | K-12 Curriculum Committee Meetings (3:10-4:10pm) |
| Oct. 29 | K-12 Curriculum Committee Meetings (3:10-4:10pm) |
| Nov. 6 | 1st Quarter Marking Period Concludes |
| Nov. 18 | Parent Teacher Conferences – Elementary (12:30 – 4:30pm) Professional Development – Secondary (12:00 - 4:00pm) |
| Nov. 19 | Parent Teacher Conferences (12:30–3:30pm/5:00–8:00pm) |
| Nov. 20 | Professional Development (A.M.) (8:00am -12:00pm) |
| Nov. 26 -27 | Thanksgiving Recess – No School |
| Dec. 10 | K-12 Curriculum Committee Meetings (3:10-4:10pm) |
| Dec. 23 – Jan. 1, 2010 | Winter Recess – No School |
| Jan. 4 | School Resumes |
| Jan. 14 | K-12 Curriculum Committee Meetings (3:10-4:10pm) |
| Jan. 18 | Professional Development Day (8:00am – 3:00pm) |
| Jan. 21 | Semester Exams (A.M.) / Student Records (P.M.) |
| Jan. 22 | Semester Exams (A.M.) / Student Records (P.M.) 1 st Semester Concludes |
| Jan. 25 | 2 nd Semester Begins |
| Feb. 25 | K-12 Curriculum Committee Meetings (3:10-4:10pm) |
| Mar. 26 | 3 rd Quarter Marking Period Concludes |
| Apr. 2 – 9 | Spring Recess – No School |
| Apr. 12 | School Resumes |
| Apr. 15 | Parent Teacher Conferences (12:30–3:30pm/5:00–8:00pm) |
| Apr. 16 | Parent Teacher Conferences – Elementary (12:30 – 4:30pm) Professional Development – Secondary (12:00 - 4:00pm) |
| Apr. 29 | K-12 Curriculum Committee Meetings (3:10 – 4:10pm) |
| May 28 | Professional Development (A.M.) (8:00am -12:00pm) |
| May 31 | Memorial Day – No School |
| June 9 | Semester Exams (A.M.) / Student Records (P.M.) |
| June 10 | Semester Exams (A.M.) / Student Records (P.M.) 2 nd Semester Concludes – Last Day of School |

BEA Calendar 2009-2010

| | Student Full Days | Student Half Days | Total Student Hours | Fall Parent Teacher Conferences | Spring Parent Teacher Conferences |
|--------------------|-------------------|-------------------|---------------------|---|--|
| Elementary | 7:45 - 2:51 | 7:45 - 11:03 | 1122.5 | Nov 18 12:30 - 4:30 Nov 19 12:30-3:30 & 5:00-8:00 Total 10 hrs | April 15 12:30-3:30 & 5:00-8:00 April 16 12:30 - 4:30 Total 10 hrs |
| Middle/High School | 7:40 - 2:43 | 7:40 - 10:55 | 1122.5 | Nov 19 12:30-3:30 & 5:00-8:00 Total 6 hrs | April 15 12:30-3:30 & 5:00-8:00 Total 6 hrs |

Days 170 8 178

Total PD Hours

| | PD Full Days | PD Half Days | Total PD Hours |
|--------------------------|-------------------|----------------------------------|----------------|
| Elementary PD | Sep 1,2*,3 Jan 18 | Nov 20, May 28 | 36 |
| Elementary Hours | 28 | 8 | 36 |
| Middle/High School PD | Sep 1,2*,3 Jan 18 | Nov 18, Nov 20, April 16, May 28 | 44 |
| Middle/High School Hours | 28 | 16 | 44 |

7 hours per day 4 hours per day

* Teacher will work on school related duties the 2nd half of the day.

Records Day Jan 21 & 22 June 9 & 10

After School Curriculum Meeting Dates Sept 24, Oct 29, Dec 10, Jan 14, Feb 25, April 29 6 days 3:10 - 4:10

Times listed may be adjusted, but will not exceed the hours denoted.

ARTICLE VIII: Teacher Evaluation

- A. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Probationary teachers will have an individualized development plan (IDP) and shall be observed for the purposes of evaluation at least once each semester. Tenure teachers shall be observed for the purposes of evaluation at least once every three (3) years.
- B. All formal evaluations shall be performed by the Administration and shall be reduced to writing with a copy provided for the teacher during a post evaluation conference to be held within ten (10) school days following formal observation. If the teacher disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation in question within ten (10) school days after the evaluation conference.
- C. Each teacher shall have the right, upon written request, to review the contents of his/her own personnel file, in the presence of the administrator, at a reasonable and mutually agreeable time.
- D. Nothing contained herein will deprive the Board of any right which it, has under the Michigan Teacher Tenure Act with regard to teachers.
- E. The evaluation instrument will be reviewed by the parties every five (5) years. It is recognized that an outside resource person may be brought into the district to provide assistance to a staff member. A resource person may be brought in at the discretion of the administration and/or the Association.
- F. It is understood that teachers will use at their option an educationally sound, research based, method of teaching. However, this shall not preclude the administration from recommending a specific model that may assist a teacher in improving his/her performance. Furthermore, training relative to the recommended model will be provided by the school district.

ARTICLE IX: Vacancies And Promotions

- A. The Board recognizes that it is desirable in making assignments to consider all facets of the educational program including the interests and aspirations of its teachers. By April 15th, the administration shall identify the vacancies known at that time for the following year and post the listing throughout the district. Teachers wishing to apply for a vacancy listed may complete a "Request for Transfer" form and submit it to the Superintendent's Office no later than April 30th. Any other teacher requesting a change in assignment or transfer to another building shall submit a "Request for Transfer" form to the Superintendent or their Building Administrator by April 30th. All requests must be submitted on an annual basis. Prior to the end of the school year administrators will review requests, meet with the parties involved and make assignments.
- B. The parties recognize that transfers in grade assignments in the elementary schools, transfers in teaching assignments in the secondary schools and transfers between schools may be necessary. If such transfers are necessary, the Board will attempt to make transfers on a voluntary basis, in the best interest of students. The final determination of such transfers is vested in the Board.

Transfer to another building after the close of the current school year for the following year will be made only in the best interest of the total educational program. The Superintendent or his/her designee shall notify the affected teacher with reasons for such transfer.

- C. A vacancy shall be defined for the purpose of this Agreement as a position presently unfilled which the Board intends to fill when there is not a qualified person on leave or layoff available to fill the position. A vacancy may result from the retirement, transfer, reassignment or termination of present bargaining unit members or by expansion of present programs or creation of new programs.
1. If a vacancy occurs during the first semester of the school year and there are no laid off staff qualified and certified to fill said vacancy, then the vacancy may in the discretion of the Board be filled permanently or on a temporary basis, for the remainder of the school year.
 2. If a vacancy occurs during the second semester the vacancy will be filled on a temporary basis for the remainder of the school year.
 3. These vacancies filled on a temporary basis shall be posted in April.

- D. The Board declares its support of a policy of filling all vacancies, including vacancies in supervisory or administrative positions, from within its own teaching staff. If the vacancy occurs on April 15th, or later, the posting requirement will be one (1) week. If the vacancy occurs within three (3) weeks of the start of school, then the position may be filled as soon as possible; however, prior to filling the vacancy those staff members who have indicated in writing they are interested in possible vacancies will be notified promptly by the Superintendent or his designee.
1. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure in addition to the procedures heretofore outlined, shall be followed:
- a. Teachers with specific interest in possible vacancies shall include a summer address.
 - b. Should a vacancy occur, the Superintendent or his designee will notify the teaching staff that has expressed an interest in writing by mail in July.
 - c. The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within three (3) days of a certified mailing.
 - d. Failure to select an internal candidate is not grievable.

ARTICLE X: Absences And Leaves Of Absence Of Employees

- A. Acceptable reasons for leave with pay are personal illness, injury, disability, quarantine, and serious illness or death in the immediate family of the employee. "Immediate family" means father, mother, brother, sister, husband, wife, child and parent-in-law. Absence due to injury as a result of a physical attack on a teacher while at work shall not be charged against the teacher's leave days.
- B. The annual allowance for contractual staff members who are absent for any of the reasons listed in the above paragraph will be:
1. Ten (10) days paid sick leave per year will be credited to each teacher upon reporting at the beginning of the year. Total sick days and personal days can accumulate to a combined total of 160 days. Teachers who are newly hired and employed as a member of the bargaining group for the 2006-2007 school year and beyond, shall accumulate sick days to a combined total of 100 days. A teacher who reports after the beginning of the school year will have sick leave days prorated.
 - a. Teachers who have reached their accumulated maximum sick leave, will be paid for all unused sick leave days above the maximum at the end of each school year. The rate of pay will be one dollar (\$1) per year of service per day.
 2. A total of eighteen (18) days per year deductible from sick leave may be used for immediate family illness of a serious nature. Five (5) days per occurrence deductible from sick leave may be used for bereavement of a member of the immediate family. A teacher wishing to attend the funeral of someone who is not an immediate family member may use a personal leave day. Family illness shall not include disability related to childbirth, except for complications of a spouse requiring his presence.
 3. The Administration requires a doctor's report verifying the need for any absence due to illness when abuse is indicated as determined by the Administration. Failure to produce a valid doctor's report shall result in automatic deduction of salary for the day(s) in question. In addition, the abused days will be deducted from the employee's accumulated sick days.
 4. A teacher may be required to have a physical and/or mental examination by a doctor designated by the Board, at the expense of the Board and without loss of pay or deduction from sick leave.

- C. Any teacher whose personal illness extends beyond the period compensated under Section B shall be granted a leave of absence without pay for a time not to exceed one (1) year from commencement thereof.

Any teacher granted workers' compensation benefits shall be extended an unpaid leave of absence for such period of time as benefits are paid not to exceed three (3) years.

The teacher may return to employment the following semester providing said teacher presents a written statement from a physician designated by the administration stating that it is satisfactory for him/her to do so.

- D. At the beginning of each school year each teacher shall be credited with two (2) days for personal business. A personal business day may be used for legal or business matters that cannot be conducted outside of regular school hours. A teacher planning to use a personal leave day shall notify his principal on the appropriate form at least three (3) days in advance, except in cases of emergency. Personal business days may not be taken the day before or the day following a holiday or vacation period except in very extenuating circumstances where a special need is demonstrated necessitating the use of a personal business day at that particular time which is approved by the administration after the administration confers with the Association. In the event more than 10% of the staff in any building want to use the same day for personal business, the principal may deny requests from those over the 10% number in his discretion. A maximum of two (2) unused personal leave days shall accumulate to the following year with any additional days added to sick leave. A maximum of two (2) personal days may be used in any one occurrence.
- E. The Association agrees that abuse of sick leave days or necessary business leave days as above stated may be the basis for disciplinary action.
- F. One (1) day for every seven teachers per year will be allocated for teachers' professional improvement. Such days may be used with pay by individual teachers with prior approval of the administration for visitation to view other instructional techniques or programs or to attend conferences, workshops or seminars pertaining to the teacher's field of teaching or general education. Requests for use of the days must be made to the principal at least one (1) week in advance. A teacher may be requested to submit a written report of the activity attended. Additional days may be granted in the discretion of the administration.
- G. Teachers who request to be excused from jury duty during the school year but are denied and are required to serve on a jury will be excused for such duty and will be paid their regular salary. The teacher shall reimburse the district any per diem payment received for said service.
- H. The Association may use seven (7) days per year without loss of pay to conduct Association business, provided the Association pays the cost of any substitute.

All Association days must have the approval of the Association President with a limit of three (3) days for any one member. Such days shall not be used for picketing or other related activities or negotiating in other school districts. Notice of intent to use an Association business day shall be given to the superintendent three (3) days in advance.

The Association Treasurer will notify the Business Office of days used and will work with the Business Office on the appropriate billing.

- I. Anticipated prolonged disability -- any teacher that can anticipate a prolonged disability (such as scheduled surgery, other confinement to home or hospital including maternity) shall notify the building principal in writing at least sixty (60) calendar days in advance of the projected period of confinement. The notification shall contain the projected dates of confinement.
 1. The Board may require a teacher to submit a medical certificate of continued good health when he/she receives a periodic check-up.
 2. To receive sick leave payments the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by his/her physician.
 3. For all sick leave days claimed the teacher must have a physician's certificate verifying physical disability which prevents him/her from fulfilling his/her teacher responsibilities.
- J. A pregnant teacher who is not already on an unpaid leave may choose to use accumulated sick leave days for the time she is actually disabled in accordance with the preceding section. It is expressly understood this shall not include normal child care.
- K.
 1. Maternity leave without pay is available to female teachers. A male teacher shall be entitled to unpaid leave in the event of adoption or birth of his child. The length of the leave shall not exceed one (1) year, renewable in the discretion of the Board.
 2. At least three (3) months prior to the expected date of birth or the date the leave is requested to begin, whichever is earlier, the teacher shall submit a written request for maternity leave to the Board of Education. The leave shall begin no later than the date the teacher is unable to perform her services as determined by her doctor. The request shall specify the beginning date of the leave and be accompanied by her physician's statement that there is no medical reason why the teacher cannot continue to perform services until the beginning date of the leave. As nearly as possible, the beginning date of the leave of absence should

conform to the beginning or ending of a marking period, semester, or school year, but in no event shall the beginning date of the leave of absence commence later than four (4) weeks prior to the expected date of birth without written approval of the teacher's physician.

- a. In the event of a dispute concerning the beginning date of the maternity leave, the teacher shall be entitled to a private hearing before the Board prior to the Board setting the beginning date of the leave of absence.
 - b. Once the beginning date has been approved by the Board, it shall not thereafter be changed, except in cases of emergency to be determined on an individual basis.
3. The teacher shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full-time employment. The teacher shall request a prospective termination date of the leave of absence at the time of request for the leave.
 4. Return from leave within one (1) year will commence upon the date set by the Board which shall not be later than the beginning of the first day of the next marking period following the date the teacher requests to return from leave. A teacher not on leave for more than one (1) year shall be entitled to return to a position for which she is qualified. Extension of the leave shall be in the discretion of the Board. In the event the teacher is on leave for more than one (1) year, the teacher shall be entitled to return the first day of the next school year following the request which shall be made by the prior March 15, if a vacancy exists for which she is certified and qualified.
 5. A teacher may submit written notification to the superintendent for reinstatement prior to expiration of the leave granted by the Board of Education in the event of miscarriage or death of the object child of the leave. The teacher will be entitled to return at the beginning of the next marking period provided application is received ten (10) days in advance.
 6. Failure to return from a maternity leave on the day specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date.
 7. Maternity leave will be granted without pay and without experience credit and without sick leave accumulation. For seniority and salary schedule purposes, the teacher shall be given credit for a full semester during which time said leave was granted provided the teacher has worked one-half of that semester.

- L. **Sabbatical:** A teacher may apply for a one-year sabbatical leave after seven years of teaching at Blissfield. All prior seniority and experience will be maintained but the teacher will not receive experience credit, salary or benefits during the leave. If the sabbatical leave will be used by a teacher to pursue educational studies or professional improvement, the employee shall only be entitled to return to employment in the first vacant position for which he/she is qualified. However, if a teacher requests a one year sabbatical, approved by the Board, for the sole purpose of full-time advanced study, at a college or university, he/she shall be entitled to a teaching position upon return provided he/she meets the following criteria:
- a. they are enrolled full-time for two semesters during the regular school year at an accredited 4 year college or university.
 - b. the program of studies in which they will enroll is beneficial to the Blissfield Community Schools and approved by the Superintendent.
- M. Leave for military duty shall be granted in accordance with all applicable laws.

- N. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours (all full time teachers qualify) during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:
- (a) due to the birth of the employee's child in order to care for the child;
 - (b) due to the placement of a child with the employee for adoption or foster care;
 - (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
 - (d) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.
- A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the teacher. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.
- O. Unless otherwise specified, and except for those leaves granted pursuant to the Family and Medical Leave Act, a leave of absence when granted by the district, through the Board of Education, without pay, shall entitle the employee to return to employment in the first vacant position for which, in the opinion of the superintendent of schools, he/she is qualified. It shall not entitle the employee to advancement on the schedule for the time away from actual employment unless prearranged with the superintendent of schools.
- P. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.

ARTICLE XI: Layoff Procedure

- A. Seniority. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term seniority as hereinafter used shall be the length of continuous service as a bargaining unit member excluding unpaid leave time with the Blissfield Community Schools Board of Education. In the circumstances of more than one individual having the same length of continuous service, the employee with the earliest date of hire shall have greater seniority. Among any employees still tied, the employee with the greatest number of years teaching in public schools shall have greater seniority. In the event a tie still exists, all individuals so affected, will participate in only one drawing per group to determine position on the seniority list. The Association and teacher(s) affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance. If the ordered tie group is reduced in number, the remaining employees will advance in order if applicable. If a member is added to the group, only the added member would draw to determine his/her placement within the group.
1. A teacher shall lose seniority rights if he/she retires, resigns or is discharged for cause.
 2. Seniority shall not accrue while on an unpaid leave of absence, except unpaid medical leave; however, said leave shall not break the continuous service of the employee. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
 3. Seniority will be frozen and shall not accrue if a bargaining unit member moves into an administrative position within the Blissfield Community Schools system. If said individual returns to the bargaining unit, he/she will resume seniority where it was frozen.
 4. Bargaining unit members hired after June 1, 2006 and working 50% or less will be credited with one half (1/2) of a year seniority on the seniority schedule for each year teaching at 50% or less.
- C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and secondly shall be determined by years of continuous employment as a bargaining unit member in the Blissfield School District. In accordance with the terms of F. 2. b. of this article, it is expressly agreed that variance from seniority ranking as determined by certification and years of service may occur at the time of layoff if

the teacher is determined by the administration to be unqualified for those positions to be continued.

- D. Date of hire shall be defined as the first day of actual work. Prior to anticipated layoff, the Board will notify the Association of said layoff. The Board shall provide written notice of layoff to teachers affected 15 days prior to the effective date of layoff, by registered letter with return receipt to said staff members at their last known address or by personal delivery.
- E. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association.
- F. **Necessary Reduction of Personnel -- Layoff.** The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the finances available to the Board of Education as provided by the public and the State of Michigan, reduction in student enrollment, curriculum changes and teachers returning from leaves of absence, and in accordance with this realization understand that in some instances it may be necessary to reduce the educational program, curriculum and staff, hereby agree as follows:
1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when necessary.
 2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
 - a. Probationary employees will be laid off first where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
 - b. Layoff of seniority personnel will be in the inverse order of hiring, providing that the person is qualified to instruct the position available.
 - c. Qualifications for the purpose of this article shall be defined as follows: The teacher must satisfy State of Michigan Department of Education certification requirements and accreditation requirements of North Central and "highly qualified" requirements of the No Child Left Behind law and applicable federal and state regulations, as revised and/or amended; and
 - (1) For grades 9-12 a major or minor in the subject matter to be taught.

- (2) For grades K-8 for art, vocal music, instrumental music, physical education, industrial arts or reading, the teacher must have a major or minor in the subject.
- G. **Recall.** Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified.
- H. The recall list shall be maintained by the Board. Probationary teachers shall retain their right to recall for a period of two (2) years. Tenure teachers shall retain right to recall in accordance with the Michigan Teachers Tenure Act.
- I. The Board of Education shall have no obligation to reassign or transfer employees in order to create positions for tenure teachers or teachers with greater seniority but may do so in its discretion. The Board shall have no obligation to create part-time positions.
- J. Changes in a teacher's certification after June 1st, of any year shall not entitle a laid off teacher to be recalled on the basis of seniority to replace a teacher in that area of certification.
- K. The Board's obligation to pay salary or fringe benefits under any staff member's individual employment contract or under this collective bargaining agreement shall terminate upon layoff providing all amounts or benefits already earned shall be received.
- L. The Board shall give written notice of recall from layoff by sending a registered letter with return receipt to said staff member at his/her last known address. It shall be the responsibility of each staff member to notify the Board of any change in address. The Staff member's address as it appears on the Board records shall be conclusive when used in connection with layoffs, recalls or other notice to the staff member. If the staff member fails to notify the Board within ten (10) days from the date of mailing of the recall notice, unless an extension is granted in writing by the Board, said staff member shall be considered a voluntary quit.

ARTICLE XII: Grievance Procedure

- A. A grievance is an alleged violation of the expressed terms of this contract. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion). It is further expressly understood that the grievance procedure shall not apply to the non-renewal of a probationary teacher, the content of an evaluation, the non-reappointment of a coach, and where the subject matter of the grievance may be processed through another administrative forum.
- B. The Association shall designate representatives in each building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at *Step 1* as hereinafter described and the superintendent or his designated representative to act at *Step 2* as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session during the school year and business days Monday through Friday during the summer recess.
1. Such teacher shall discuss the matter informally with his/her principal within five (5) days of the alleged violation or discovery of an alleged violation. If no satisfactory conclusion is reached within five (5) days following this discussion, he/she may proceed to *Step 2* within five (5) days.
 2. Such teacher shall present the grievance in writing on the form provided by the Association representative in each building to the superintendent and request a hearing. This hearing must be granted within five (5) days after the superintendent received the request. The superintendent shall make his decision within five (5) days in writing and send a copy thereof to the teacher and Association representative. If this decision is not satisfactory, such teacher may proceed to *Step 3*.
 3. Such teacher shall within five (5) days present the grievance in writing to the president of the Board of Education and request a hearing with the Board or its designated representative within ten (10) days. Within ten (10) days of such hearing the Board shall issue a written decision. Failure to appeal such decision within five (5) days thereafter shall be deemed an acceptance of the decision of the Board of Education.

4. In the event the Association is not satisfied with the disposition of the grievance at *Step 3*, he/she may, within five (5) days after the decision of the Board, in writing, request the appointment of a mutually agreed upon arbitrator to hear the grievance or if no arbitrator is mutually agreed upon, within five (5) days refer the matter to the American Arbitration Association.
5. Neither party may raise a new defense or ground at *Step 4* if not previously raised or disclosed at other written levels.
6. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.
7. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this agreement. He/she shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he/she question the reasonableness of Board policy, nor annual assignments of extra duties for extra pay as outlined in the Appendix.

If any grievance award shall include back pay, his/her award shall not extend more than thirty (30) days prior to the date of the *Step 1* conference unless the teacher was not paid according to contract salary. Any back pay award shall be reduced by any other compensation received during the time the teacher would have otherwise been working for the district including any unemployment compensation received.

8. More than one grievance may not be heard in arbitration at the same time except upon express written mutual consent.
9. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.

10. 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 and strict adherence to the time limits may result in hardship to any party, the superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred. The Association shall have no right to initiate a grievance involving the right of a teacher without his/her express approval in writing thereon. In the case of a class action grievance, the names of all teachers included in the class will be included on the written grievance, with at least one (1) teacher who is actually aggrieved signing the grievance.

ARTICLE XIII: Continuity Of Operations

The Association and each employee agree they will not participate in any withholding of services or strike.

In the event of a strike by another employee group in the district when teachers are not required to report for work, the Board shall be entitled to reschedule any days lost without additional compensation. The dates for rescheduled days will be negotiated with the Association.

ARTICLE XIV: Miscellaneous Provisions

- A. Teachers will exert their best effort at all times to perform their duties in accordance with the contract, applicable laws, and Board policy which is not inconsistent with the terms of this contract.
- B. This agreement shall be duplicated at the expense of the Board and made available to all teachers now employed or hereafter employed by the district.
- C. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment.
- D. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement.
- E. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- F. During the period of a teacher's employment and hereafter, a teacher shall have and retain all property and copyright interest in and to any copyrightable work, written, composed, created or devised by such teacher, with the following exceptions:
 - 1. Teachers that are reassigned or leave the District must leave a copy of all curriculums, test or classroom projects for the next teacher following in the assignment.

2. Teachers hired (sub-contracted) to design or create a specific project, agree to turn all material over to the District and relinquish all copyright claims to said assignment.
- G. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XV: Financial Responsibilities And Payroll Deductions

- A. Any teacher may sign and deliver to the Board an assignment authorizing deductions of dues or service fee for the MEA, NEA, LCEA and BEA which sums shall be specified in writing to the Superintendent by the Association by September 15 of each school year and shall not be subject to change during the entire school year except as outlined in Section H. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA constitution and by-laws. It is expressly understood that the Board of Education need honor only one authorization form per year per teacher. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, from the regular check of the teacher each month for ten months, beginning in September and ending in June of each year. Any teacher who shall not perform services for an entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was a result of the teacher taking any paid leave of absence or sick leave provided for in this contract.
- B. With respect to all sums deducted by the Board pursuant to authorization of the employee for professional dues or service fee, the Board agrees to disburse said sums to the treasurers of the BEA, MEA, NEA and LCEA, respectively, within ten days of receipt.
- C. All refunds claimed for deductions under this article shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions. In the event of error, appropriate adjustments will be promptly made.
- D. Any dispute between the LCEA and Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card

pursuant to this article, shall be reviewed with the employee by a representative of the Board and the Association. Until the matter is disposed of, no further deduction shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

- E. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political- Ideological Expenditures" and Administrative Procedures adopted pursuant to that policy. The Representation Benefit Fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided.

In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Association, or authorize payment through payroll deduction, the employer shall upon completion of the procedures contained in paragraph G. and pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Association.

In the event there is a change in the status of the law, so that mandatory deduction from wages pursuant to the paragraph above is prohibited, the employer, at the request of the Association, shall terminate employment of a bargaining unit member that refuses to authorize the deduction of the representation benefit fee. The termination of employment shall not occur until the procedures set forth in paragraphs F. and G. have been fully met. The parties expressly agree that failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- F. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

The Association assumes all responsibility for furnishing non-union bargaining unit members a copy of the policy, time tables for payment and administrative

procedures to the non-association bargaining unit member and will hold the Board of Education harmless for its failure to do so.

- G. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorized deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

The provisions of paragraph F. shall apply equally in the event discharge of the bargaining unit member is sought by the Association, if mandatory deduction is not permitted by law.

- H. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- I. Each teacher shall each year sign an individual contract of employment which shall contain the following:

"The provisions of this contract are subject to the terms and conditions to be determined in the master agreement if developed, between the Lenawee County Education Association and the Board of Education, including financial responsibilities provisions thereof."

- J. The Association assume full responsibility for the validity and legality of such employees' deductions as are made by the Board pursuant to this Article and further agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Association.

The Association shall indemnify and save the Board and each individual Board member harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Board in complying with this Article, or in reliance upon claims by the Association that an employee must be discharged because he/she is not a member of the Association in good standing, subject to the following conditions:

1. The damages have not resulted from the willful negligence, misfeasance or malfeasance of the Board or its designates.
 2. The Association, after consultation with the Board, has the right to decide whether to defend any said action.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this section so long as the compromise or settlement does not compromise any portion of this Agreement.
- K. The Association will save the Board harmless from any and all costs including witnesses, attorney fees and transcripts or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of this article.

Payroll Deductions. The following is a list of acceptable payroll deductions from the employee by the business office: Federal income tax; state income tax; social security; union dues (NEA, MEA, LCEA and BEA); annuities; optional MESSA; United Way Fund; BFEE Foundation, credit unions and any other financial institutions upon prior approval of the business office and Administration.

Salary Payments: Salary payments shall be made in either 21 or 26 equal installments annually as elected by the teacher on the appropriate form at the beginning of the school year. Teachers electing 26 pays shall also be given the option of receiving their one summer pay at the close of the school year if the Business Office is notified by February 1st. All salary payments shall be distributed through electronic direct deposit to a financial institution of the employee's choice. One salary payment for each pay period will be transmitted at no charge. Any split payments or additional transmissions will be allowed but will result in a minimal fee as determined by the Business Office and Administration.

ARTICLE XVI: Master/Mentor Teachers

- A. A. mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code. The mentor will attend an in-service program designed to assist the mentor with responsibilities such as cognitive coaching, peer analysis, instructional effectiveness, and time management. The mentor will meet with the assigned mentee(s) as needed. The minimum of mentor/mentee contacts should be 8 per semester with no less than 1 contact per month. The contacts will include but not be limited to the following activities:

- Individual conferencing
- Classroom observations
- Group in-service involving the mentor and mentee

Research shows that the eight most common problems for beginning teachers include:

- ❖ Classroom discipline
- ❖ Planning lessons and classwork
- ❖ Motivating students
- ❖ Dealing with students' individual differences
- ❖ Evaluating student work
- ❖ Dealing with students' personal problems
- ❖ Relating to parents
- ❖ Coping with lack of instructional resources

It is expected that each of these topics will be reviewed with the mentee during the individual conferences or in-services provided by the mentor teacher.

- B. The mentor teacher shall preferably be a member of the bargaining unit who, as part of his/her assignments, has agreed to accept the role of mentor teacher. Participation shall be voluntary. The Association will first be responsible for matching the mentor/mentee. The Administration reserves the right to make the final determination. If a match cannot be made, the Administration will assume the responsibility of finding a mentor.
- C. The mentor teacher shall be available to provide professional support, instruction and guidance in a non-threatening collegial manner. Because the purpose of the mentor/mentee relationship is to provide the probationary teacher the necessary assistance toward the end of quality instruction, the Board and the Association agree that the relationship shall not include any supervisory or evaluative functions.

- D. Upon request, the Administration may make available reasonable release time so the mentor teacher may work with the mentee in his/her assignment during the regular work day. The Administration may opt to have a substitute teacher cover his/her assignment. Where possible, the mentor teacher and mentee shall be assigned common preparation time.
- E. A mentor teacher will be paid \$250.00 per year per mentee upon successful completion of all requirements as determined by the respective building principal responsible for the mentor teacher and the mentee. Once the requirements have been met, the \$250.00 fee is to be paid upon formal written request of the principal to the Business Office.

| |
|--|
| Blissfield Community Schools Appendix I |
|--|

Salary Schedule – 2009-2010
(1% increase in STEP 15)

| STEP | BA | MA |
|------|--------|--------|
| 0 | 32,000 | 34,750 |
| 1 | 32,662 | 35,447 |
| 2 | 33,234 | 36,144 |
| 3 | 35,312 | 38,221 |
| 4 | 37,391 | 40,299 |
| 5 | 39,470 | 42,378 |
| 6 | 41,548 | 44,447 |
| 7 | 43,622 | 46,527 |
| 8 | 45,698 | 48,604 |
| 9 | 47,773 | 50,678 |
| 10 | 49,846 | 52,756 |
| 11 | 51,915 | 54,827 |
| 12 | 54,457 | 57,362 |
| 13 | 56,984 | 59,892 |
| 14 | 59,504 | 62,424 |
| 15 | 62,669 | 65,607 |

Graduate Hour Payments

For any teacher who has received his/her permanent certificate or equivalent, and who has less than 30 hours beyond his/her MA degree, the Board agrees to pay \$40.00 per semester hour of graduate level course work. The course work must be part of a college or university planned program in pursuit of an advanced degree. All courses taken must have prior approval of the Superintendent.

Longevity Pay

Provided the teacher has attained seventeen (17) years of service in the District, the Board will pay \$500 for each three years of experience, commencing on the 18th year of experience on the salary schedule. Teachers, who have attained at least 14 years of experience in the District beginning in the fall of 2007, will be grandfathered in for longevity pay commencing on the 15th year of experience.

Part-Time Pay

A part-time teacher in the Middle School or High School shall receive total salary which is prorated based on the ratio of the number of class periods actually assigned to be taught to the number of class periods a full-time teacher actually teaches. A part-time teacher shall also work the same proportion of preparation time and the same amount of duty time as a regular teacher with no additional compensation. A part-time elementary teacher shall receive total salary which is prorated based on the ratio of the number of minutes actually assigned to work to the number of duty minutes a full-time teacher actually works.

Any part-time assignment involving more than one building will be based on a combination of the above.

Teacher Retirement

Teacher retirement to be paid by the Board.

INSURANCE PROTECTION

A. The Board shall provide to the teacher the following MESSA PAK for a full twelve (12) month period for the teacher and his/her eligible dependents one of the following Plans:

Plan A -- MESSA PAK with Choices II Health Insurance

Teachers will contribute \$25 per month toward the cost of the Plan A. The Board will pay for the remainder of Plan A as long as the rate increase effective July 1, 2010 or after is 6% or less total in comparison to the Choices II 2009-2010 beginning rate. Teachers will be responsible for the cost difference above the cap. All monthly contributions needed, will be automatically payroll deducted on a pre-tax basis through a Section 125 salary reduction plan. The deduction will come out on the second pay of each month. Teachers on a 21 pay schedule will have a monthly contribution adjusted for 10 months.

| | |
|----------------------|--|
| Health | MESSA Choices II \$10/\$20 prescription drug co-pay Adult Immunization Rider |
| Long Term Disability | 66 2/3% \$5,000 maximum 90 calendar days modified fill |
| Delta Dental | 100/80/80 \$1,200; \$1,000 Class I, II & III maximum |
| Negotiated Life | \$30,000 with AD&D |
| Vision | VSP-2 |

Plan B -- for employees not needing health insurance:

| | |
|----------------------|--|
| Health | None |
| Long Term Disability | 66 2/3% \$5,000 maximum 90 calendar days modified fill |
| Delta Dental | 100/80/80 \$1,200; \$1,000 Class I, II & III maximum |

Negotiated Life\$30,000 with AD&D

Vision VSP-2

- B. The employer shall provide a cash option in lieu of health benefits. The cash amount for 1-9 teachers electing not to participate in the health care plan shall be \$125.00 per month. If ten (10) or more teachers do not elect to participate in the health care plan the amount shall be \$250.00 per month. The amount of the cash payment received may be applied by the bargaining unit member to a Board approved Tax-Deferred plan. To elect a Tax-Deferred plan, the bargaining unit member shall enter into a salary reduction agreement with his/her plan company that is approved by the Board.
- C. Regularly employed part-time teachers shall be eligible for a pro rata amount in relation to their part-time duties.
- D. It is expressly understood that the above employer's contribution shall not be used for any other insurance coverage.
- E. It is the responsibility of each teacher to apply for said insurance coverage. No teacher shall be eligible for insurance coverage until enrolled on the policy. No teacher will actually be covered by said insurance coverage until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the carrier. The school is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier.
- F. Each full-time teacher shall be entitled to such insurance coverage as hereinbefore provided at the rate of 1 1/3 calendar months of coverage for each full month of scheduled service actually rendered during each school year.
- G. Any teacher returning the ensuing school year who has not accumulated enough coverage to remain covered over the summer months may seek continuous coverage at his own expense.

Severance Pay

When a person leaves the Blissfield School District, he/she will be paid for his/her accumulated unused sick leave. The rate of payment will be two dollars per year of service for all unused sick leave to a maximum of \$6,000.

Travel Expense Reimbursement

Employees shall be reimbursed at the current IRS rate for administratively approved mileage consistent with past practice.

1. Those expenses which will be incurred for approved District business travel when the amounts are known by the employee in advance shall be submitted to the Administration on the appropriate expense reimbursement claim form with appropriate receipts/documentation in advance of the travel.
2. The amounts for those expenses which are not known in advance of the travel (such as for food, hotel, parking, etc.) shall be submitted to the Administration on the appropriate expense reimbursement claim form with appropriate receipts/documentation promptly after the travel.
3. An employee requesting mileage reimbursement for approved District business travel using his/her own personal vehicle shall submit to the Administration on the appropriate expense reimbursement claim form a request for mileage reimbursement which shall be at the amount per mile approved by the Administration consistent with the following:
 - a. Travel miles shall be calculated from the District building location to the destination and back or from the employee's home to the destination and back, whichever is less.
 - b. When the employee is required to report to a District building location either prior to departure or upon return, but not both, travel miles will be calculated based on the shortest required route so that the lowest total mileage that would be required for the person to complete the travel by using either the home or the District building location will result.

Extracurricular Schedule

High School

| <u>Position</u> | <u>Max #</u> | <u>Max %</u> | <u>Max %</u> |
|-----------------------------|--------------|--------------|--------------|
| <u>Positions</u> | <u>Per</u> | <u>Total</u> | |
| Head Football | 1 | 10.0% | 10.0% |
| Asst. Football | 6 | 6.0% | 36.0% |
| Head Basketball - Boys | 1 | 10.0% | 10.0% |
| JV Basketball - Boys | 1 | 6.0% | 6.0% |
| Freshman Basketball - Boys | 1 | 5.0% | 6.0% |
| Head Basketball - Girls | 1 | 10.0% | 10.0% |
| JV Basketball - Girls | 1 | 6.0% | 6.0% |
| Freshman Basketball - Girls | 1 | 6.0% | 6.0% |
| Head Volleyball | 1 | 9.0% | 9.0% |
| JV Volleyball | 1 | 6.0% | 6.0% |
| Freshman Volleyball | 1 | 5.0% | 5.0% |
| Head Wrestling | 1 | 9.0% | 9.0% |
| Asst. Wrestling | 1 | 4.0% | 4.0% |
| Head Baseball | 1 | 9.0% | 9.0% |
| JV Baseball | 1 | 5.0% | 5.0% |
| Freshman Baseball | 1 | 4.0% | 4.0% |
| Head Track - Boys | 1 | 8.0% | 8.0% |
| Asst. Track - Boys | 1 | 4.0% | 4.0% |
| Head Track - Girls | 1 | 8.0% | 8.0% |
| Asst. Track - Girls | 1 | 4.0% | 4.0% |
| Head Softball | 1 | 9.0% | 9.0% |
| JV Softball | 1 | 5.0% | 5.0% |
| Freshman Softball | 1 | 4.0% | 4.0% |

High School

| <u>Position</u> | <u>Max #</u> | <u>Max %</u> | <u>Max %</u> |
|----------------------------------|--------------|--------------|--------------|
| <u>Positions</u> | <u>Per</u> | <u>Total</u> | |
| Strength & Conditioning - fall | 1 | 2.0% | 2.0% |
| Strength & Conditioning - winter | 1 | 2.0% | 2.0% |
| Strength & Conditioning - spring | 1 | 2.0% | 2.0% |
| Cheerleading - fall | 1 | 3.0% | 3.0% |
| Competitive Cheerleading | 1 | 4.0% | 4.0% |
| Cross Country - Boys & Girls | 1 | 5.0% | 5.0% |
| Golf | 1 | 6.0% | 6.0% |
| Soccer - Boys | 1 | 8.0% | 8.0% |
| Soccer - Girls | 1 | 8.0% | 8.0% |
| Band (annual) | 1 | 10.0% | 10.0% |
| School Musical Director | 1 | 4.0% | 4.0% |
| School Musical Asst. | 1 | 3.0% | 3.0% |
| Vocal Music (annual) | 1 | 1.0% | 1.0% |
| High School Play | 1 | 3.0% | 3.0% |
| Student Council | 1 | 4.0% | 4.0% |
| Senior Class Advisor | 1 | 3.0% | 3.0% |
| Junior Class Advisor | 1 | 4.0% | 4.0% |
| Sophomore Class Advisor | 1 | 1.5% | 1.5% |
| Freshman Class Advisor | 1 | 1.5% | 1.5% |
| Ag Science Advisor | 1 | 3.0% | 3.0% |
| School Improvement Chair | 1 | 2.0% | 2.0% |
| School Improvement Team | 6 | 1.0% | 6.0% |
| Honor Society Advisor | 1 | 1.0% | 1.0% |

Middle School

| | Max # | Max % | Max % |
|---|------------------|------------|--------------|
| <u>Position</u> | <u>Positions</u> | <u>Per</u> | <u>Total</u> |
| Wrestling – 7 th / 8 th | 1 | 4.0% | 4.0% |
| Volleyball - 7th | 1 | 4.0% | 4.0% |
| Volleyball - 8th | 1 | 4.0% | 4.0% |
| Basketball - 7th boys | 1 | 4.0% | 4.0% |
| Basketball - 8th boys | 1 | 4.0% | 4.0% |
| Basketball - 7th girls | 1 | 4.0% | 4.0% |
| Basketball - 8th girls | 1 | 4.0% | 4.0% |
| Track - 7th / 8th combined | 4 | 4.0% | 16.0% |
| Football - 7th / 8th combined | 4 | 4.0% | 16.0% |
| Intramural Director - spring | 1 | 3.0% | 3.0% |
| Intramural Asst. - spring | 1 | 2.0% | 2.0% |
| Cheerleading Advisor | 1 | 3.0% | 3.0% |
| School Play | 1 | 3.0% | 3.0% |
| Yearbook Advisor | 1 | 3.0% | 3.0% |
| Student Council Advisor | 1 | 2.0% | 2.0% |
| 8th Grade Advisor | 1 | 2.0% | 2.0% |
| 8th Grade Asst. | 5 | 1.0% | 5.0% |
| School Improvement Chair | 1 | 2.0% | 2.0% |
| School Improvement Team | 6 | 1.0% | 6.0% |
| Science Club Advisor | 1 | 1.0% | 1.0% |
| Math Club Advisor | 1 | 1.0% | 1.0% |

Elementary School

| | Max # | Max % | Max % |
|--------------------------|------------------|------------|--------------|
| <u>Position</u> | <u>Positions</u> | <u>Per</u> | <u>Total</u> |
| Outdoor Ed. Director | 1 | 2.0% | 2.0% |
| Outdoor Ed. Teacher | 4 | 1.0% | 4.0% |
| Grade Level Chairperson | 6 | 2.0% | 12.0% |
| Special Service Chair | 1 | 1.0% | 1.0% |
| Young Astronauts | 1 | 1.0% | 1.0% |
| School Improvement Chair | 1 | 2.0% | 2.0% |
| School Improvement Team | 6 | 1.0% | 6.0% |
| B.E.L.L. Lab Supervisor | 1 | 8.0% | 8.0% |

A. If one person assumes both Head and Assistant coaching positions, the Administration will determine what extra percentage will be paid.

B. All extracurricular service is voluntary. Percentages are based on the teacher's current experience in Blissfield in the particular activity, except as specified below, and payment will reflect the appropriate BA/MA scale. If more than one individual shares responsibility for a position, the compensation shall be divided on a pro rata basis. The Board may grant outside coaching experience in its discretion. All extracurricular positions are subject to assignment in the discretion of the Board.

1. The following activities specified in each letter below are recognized as crossover activities for the purpose of counting experience. A maximum of one year of experience can be earned during each school year.

- a. Boys & Girls Basketball
- b. Boys & Girls Soccer
- c. Boys & Girls Track
- d. Baseball & Softball
- e. Senior, Junior, Sophomore & Freshman Class Advisor
- f. School Improvement Team & Chair
- g. Curriculum Review Team & Chair

- h. High School & Middle School Student Council Advisor
 - i. High School & Middle School Play Director
- D. Each year the above positions held by non Bargaining Unit members or vacant positions shall be posted. Preference shall be given to qualified Bargaining Unit staff who apply. In the event no qualified Bargaining Unit staff apply for the position, then the Board may hire from outside. Positions held by non Bargaining Unit members will be paid on the scheduled BA Zero step 1% lower than the posted amount except otherwise as determined by the Administration. Extracurricular stipends will be paid in the following options:
1. Bargaining Unit members may elect to have their pay spread through out the assignment period by administration approval after two (2) years in the same position.
 2. Bargaining Unit members and non Bargaining Unit members may elect to be paid in one or two checks with the first check being issued half way through their assignment.
- E. The final payment will be made after completion of all responsibilities are fulfilled. Each person will perform the duties and responsibilities established by the Administration in a written job description for that position.

Retirement Incentive

- A. The Board and the teacher shall contribute an equal share of the cost needed to purchase up to five (5) years of Universal Buy-in Credit in the Michigan Public School Employees Retirement System (MPERS) so long as the total of the individual teacher's credit in MPERS does not exceed the minimum number of years needed to qualify the teacher for a regular retirement allowance. The teacher shall elect to retire in June of the school year receiving payment from the Board.
- B. Notice for electing A. shall be by the January Board meeting and said notice shall be contingent upon meeting the eligibility requirements of the MPERS with the purchase of the Universal Buy-in Credit.
- C. The amount of funds provided by the district to the participant under this plan will be limited to the net actuarial cost of the Universal Buy-in Retirement Credit purchased. The employee's contribution shall then be reported as part of the employee's gross income subject to taxes and the teacher accepts the responsibility for any and all tax consequences and liability as a result of the payment of the retirement supplement stipend.