

PROFESSIONAL AGREEMENT

between

Brighton Area Schools
Board of Education

and

Brighton Education Association

Effective

September 1, 2019 to August 31, 2022

Table of Contents

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Preamble/Witnesseth	3
2	Recognition	3
3	Management Rights of the Board of Education	4
4	Association and Teacher Rights	4
5	Negotiations Procedures	8
6	Fees & Payroll Deductions	9
7	Professional Compensation	10
8	Fringe Benefits	15
9	Evaluation	16
10	Leaves of Absence	16
11	Grievance Procedure	22
12	Employment Conditions	26
13	Vacancies, Promotions and Transfers	40
14	Academic Freedom	40
15	Instructional Improvement	41
16	Professional Improvement	43
17	Seniority.....	45
18	Special and Student Teaching Assignments	46
19	Miscellaneous Provisions	47
20	Duration	49
	Schedule A Salary Schedule	50
	Schedule B Extra Duty	51
	Schedule C Co-Curricular Assignments	53
	Appendix A Forms	54
	2019-20 Calendar	
	Important contract dates	

ARTICLE 1

Preamble

This Agreement is entered into by and between Brighton Education Association, hereinafter called the "Association" and the Brighton Area Schools, Livingston County, Michigan, hereinafter called the "Board." The signatories shall be the sole parties to this Agreement.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Brighton is their mutual aim and that the quality of service and morale of employees is a major component in the provision of quality education, and

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

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

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

ARTICLE 2

Recognition

- A. The Board recognizes the Association as the exclusive and sole bargaining representative for all regularly assigned JK-12 certificated teacher personnel with probationary, permanent, continuing, life or vocational certificates, social workers, nurses and the K12 career facilitator whether under contract, under letter of intent, or on leave, and excluding substitute teachers, community schools staff, the Superintendent, Asst. Superintendents, Grade Level Lead Principals, Grade Level Principals and all other Board designated administrative personnel.
In-School Suspension positions will be included in the bargaining unit when they are designated as instructional positions in terms of the expectations set forth for the position by the Board.
- B. The term "employee," when used hereafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit.
- C. The Board agrees not to negotiate with any employee organization other than the Association for the duration of this Agreement.

ARTICLE 3

Management Rights of the Board of Education

- A. The Board, on its own behalf and on behalf of the electors of the school district it represents, 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 Constitutions of the State of Michigan and the United States, included, but without limiting the generality of the foregoing: The management and control of school properties, facilities, grades and courses of instruction (recognizing the individual methods used by employees), material used for instruction as reasonably requested by the faculty, and the progressive discipline and dismissal for cause, assignment, selection, direction, transfer, promotion and demotion of all personnel.
- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules and regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

The Association and its members recognize and shall adhere to all Board policies and all regulations fulfilling such policies which are not in violation of the terms and conditions of this Agreement, providing such policies and procedures are in writing and have been furnished to each building.

ARTICLE 4

Association and Teacher Rights

- A. The Board specifically recognizes the right of the Association to organize and operate under the Michigan Public Employment Relations Act and all other applicable laws and regulations. The rights granted to employees herein under shall be deemed to be in addition to those provided elsewhere.
- B. Except as they may interfere with the employee-pupil relationship, employees shall be entitled to full rights of citizenship, and no religious or lawful political activities of any employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such employees.
- C. Provisions of this Agreement and the wages, terms, hours, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, gender identity, sexual orientation or membership in, or association with, the activities of any employee organization.
- D. The Association and its members shall be allowed, upon request, to use school building facilities for meeting during the hours that the buildings are covered by custodial staff. Association personnel shall have the right to use school facilities, technology, and equipment, at reasonable times such equipment is not otherwise in use. The Association shall supply at the Association's expense, all materials needed to conduct Association business.

The Association shall have the exclusive right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building.

The Association may use the district mail service and employee mailboxes for communication to employees.

- E. The Board agrees to make available to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register and minutes of all board meetings, census and membership data, names and addresses of all members and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- F. Before any budget projections are developed, meetings shall be held between the Superintendent, the committee of the whole, and the BEA. Input shall be sought from the BEA (by a meeting with the superintendent, Assistant Superintendent of Finance, and the BEA) in February/March before an initial budget is formulated. This input shall relate to underlying budget assumptions and decisions concerning revenue and expenditures, not related to an illegal or prohibited subject of bargaining.

Before any budget or amendment other than final amendment is presented to the board, the Superintendent shall give the BEA President a copy of the proposal 5 days prior to the "for future action" scheduled meeting. The BEA may submit a review and/or written recommendation regarding the budget to be included in the "for action" board packet. Any consideration of the budget by the board will be tabled until the above process is followed. The BEA will have read-only access to the fully integrated accounting software system of the district, which includes the detailed general ledger (i.e. SMART system).

- G. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.
- H. No employee shall be disciplined, reprimanded, (or reduced in compensation as a result thereof) without just cause. Any disciplinary action taken against an employee shall be appropriate to the behavior or offense which precipitates said action. Refer to Board of Education policy 3139 and Standard for Discipline listed in Appendix A.

Non-renewal of a probationary teacher's contract in the first five years of active employment is not subject to the grievance procedure. All other terms and conditions of the contract are subject to the grievance procedure. This means that the process of evaluation is subject to the grievance procedure, but the decision not to renew the probationary teaching contract is not subject to the grievance procedure.

The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension with pay, with discharge as a final and last resort. A verbal warning will be documented in writing. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

Any employee shall, upon request, be entitled to Association representation when being reprimanded, warned, or disciplined for any infraction of discipline or delinquency or inadequacy in professional performance. If the employee requests more than one (1) Association representative, the Administration may request the presence of an equal number of Administrators. There shall be no more than three (3) Association representatives at any one time, unless mutually agreed to by the other party.

- I. Non-disciplinary material originating after original employment will not be placed in the personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any non-disciplinary material and the same shall be attached to the file copy of the material in question. If the employee believes that non-disciplinary material to be placed in the file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the materials will be corrected or expunged from the file. If the employee is asked to sign non-disciplinary material placed in the 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.

Except for letter of recommendation and college or university placement documents, an Employee will have the right to review the contents of all records of the district pertaining to said employee, originating after original employment and to have a representative of the Association accompany him/her in such review.

All files containing materials pertaining to an employee shall be open to that employee for inspection with the building administrator.

- J. Any complaint made against an employee by any parent, student, or other person shall, in a reasonable period of time, be called to the attention of the employee. Any complaint made against a student teacher, aide, or intern teacher by any parent, student, or other person shall, in a reasonable period of time, be called to the attention of the supervising teacher.
- K. The Board, recognizing the value of an effective Association-Board relationship, agrees to assign to the Association President no more than four (4) academic classes (or the equivalent in case of an elementary teacher) and allows that person one (1) hour of release time per day in which to fulfill their responsibility. Release time for the Association President shall be either at the beginning or the end of the school day. The Association President's preparation time shall be scheduled at either end of the work day. The Association President may use his/her preparation time, when necessary, to fulfill his/her Association responsibilities, provided that: (1) he/she notifies the building administrator of

his/her intent; (2) the Association President meets his/her daily preparation responsibilities to the satisfaction of the building administrator.

In addition to the above referenced release time, the Association reserves the right to notify the Board of its intention to utilize an additional one or two hours of release time for the President on an ongoing basis throughout the ensuing fiscal year subject to the following conditions:

1. Notice will be provided in writing to the Assistant Superintendent for Labor Relations and Personnel by March 1 or by the staffing date.
2. The cost of the additional release time will be reimbursed by the Association. All dues paying employees in the bargaining unit will pay an equal share of the cost.

In the event the President occupies a non-instructional position, an equivalent amount of time afforded to a classroom teacher occupying the position will be permitted.

- L. At the beginning of the school year, twenty (20) days will be credited to the Association to be used by the Association members for conducting Association business. Written requests from the Association Board of Directors for use of these days must be made to the Superintendent and written approval will be granted for such accepted absence. The Association shall reimburse the Board for the cost of the substitute for the second ten (10) days.
- M. Representatives of the Board and the Association will meet as needed for the purpose of reviewing the administration of the contract and to attempt to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- N. It is expressly understood that the participation by the Association at Board of Education meetings will be by any designated authorized representative who will have the authority to speak for and on behalf of the Association.

In the event that the Association through its designated representative desires to react to the items of discussion on the Board agenda, the Superintendent shall be notified prior to the meeting of the Board. When reasonable attempts to so notify have failed, the Association shall inform the presiding officer of the Board of its desire. The presiding officer may either entertain the comments in open session or cause the comments to be expressed in closed session at a point in time prior to final action by the Board.

Further, all matters to be submitted by the Association to the Board of Education shall be filed with the Superintendent at least one week prior to the regularly scheduled board meeting unless waived by the Superintendent in order to allow the administration and the Board of Education to give proper and due consideration to matters brought before the Board at a public meeting. The Board, in its sole discretion, reserves the right to limit discussion time and subject matter to be discussed at any given Board meeting.

ARTICLE 5

Negotiations Procedures

- A. Negotiations for a successor contract shall commence upon written notification by either party to the other between not more than 150 days nor less than 90 days prior to the expiration date of this contract.
- B. Professional negotiations shall be conducted by the Association Negotiating Committee and the Board Committee.
- C. Each Committee shall have the necessary power and authority to make proposals and counter proposal during the course of negotiations subject only to ultimate ratification of their respective units.
- D. The negotiated Agreement shall be approved or rejected by the membership of the Association and the Board within the timeline agreed upon by the Board and the Association. Reaching of an Agreement means that the final Agreement shall have been approved by the chairperson of the teams for submission to the Association and Board memberships for ratification votes. If rejected, the rejections must include a meeting date when counter proposals shall be made by the non-agreeing party and a specification of the items rejected and the reasons therefore.
- E. When an Agreement is reached between the parties, a contract shall be written and signed by the Board President and the Association President, and chairperson of the negotiating committee of each party. Necessary action will be taken by the Board and the Association to implement the specifics of the agreement.

There shall be four (4) signed copies of the agreement for purposes of record. Two (2) shall be retained by the Board and two (2) shall be retained by the Association.

- F. Any amendment to this contract shall be in writing and ratified by both parties prior to its effective date, it being expressly understood that this contract may not be amended or extended orally.
- G. 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered 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.

Further, it is recognized that the parties may upon mutual consent modify provisions of this contract during its life if the above paragraph is waived by each in their sole discretion.

- H. The Board and the Association recognize the value of continuous improvement via site-based decision making.

The parties recognize that in this process decisions may be made that are incongruent with this Agreement. Therefore, prior to implementation, any program must be approved by the Association and the Board of Education or its designee.

The parties will work together to encourage creative, effective educational programs.

ARTICLE 6

Fees & Payroll Deductions

- A. No dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- B. With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees to disburse said sums at the end of the pay period in which they are deducted.
- C. The Association agrees to indemnify and save the Board, and including each individual school Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay, legal fees and all court or administrative agency costs that may arise out of or by reasons of action taken or not taken by the Board or its agents for the purpose of complying with the discharge procedures of this Article, provided the damages have not resulted from the gross negligence, misfeasance, or malfeasance of the Board or its agents.
- D. Payroll deductions will be afforded as follows:
 - 1. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any such employee no later than the next payroll date after all required documents are submitted and verified, and make appropriate remittance for plans or programs jointly approved by the Association President and Assistant Superintendent of Finance, to a maximum of five (5) deductions per pay beyond the standard deductions, provided that once such deduction is authorized, it shall be subject to change only at the beginning of each subsequent semester.
 - 2. The Board agrees to provide a contribution plan for its employees to

participate in a tax-sheltered annuity program, as agreed upon between the Board and the Association. The number of TSA carriers shall be capped at eight (8). If a carrier drops to five (5) or fewer enrollees, they shall be given thirty (30) days in which to enroll the minimum of ten (10) unit employees. Failure to enroll ten (10) employees will mean the carrier is dropped from the approved list and the remaining enrolled employees will have thirty (30) days in which to sign up with another carrier on the approved list. The amount to be deducted from an individual's pay can be established only four (4) times each year - September, December, January and April - and will remain in effect for the remainder of that portion of the year.

ARTICLE 7

Professional Compensation

- A. The basic salaries of teachers and others covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

Teachers shall have the option of receiving their salary in 21 or 26 equal increments and shall elect their option by July 1st for salary disbursements in the succeeding year.

The Board agrees to adhere to the salaries set forth in Schedules A, B, & C (except as provided in section D below) and any deviation shall be immediately adjusted upon being brought to the attention of the Board.

- B. A teacher shall be placed on the salary schedule step which gives credit for educational preparation and the number of full years of experience as allowed by this paragraph for placement on the salary schedule. All experience credited shall be added together, except as noted below.

1. Experience credit shall be awarded for K-12 teaching experience in either public or non-public schools governed by the provisions of a state teacher certification code. To be credited on the salary schedule for experience, the teacher shall have been a certified teacher during the time of his/her teaching employment. Experience credit shall not be awarded for practice (student) teaching, day-to-day substitute teaching, private nursery school (day care) teaching, intern teaching (other than in Brighton schools), or graduate assistant or fellowship teaching at colleges or universities whether or not the teacher was certified, or other similar experience.

New hire experienced teachers may be placed on the salary schedule step of the Board of Education's choosing; however, they shall not be placed on a step that exceeds their total experience.

A teacher hired as a less than full-time employee shall be notified that they have no rights to a full-time position.

Teachers recalled from layoff who have gained additional teaching experience in accordance with the provision contained herein (B.1) shall receive salary increment steps provided they agree in writing to have their yearly salary reduced by the gross dollar amount they received in unemployment compensation while laid off.

2. To the extent allowed by law, a teacher shall advance to the next step of the salary schedule on the anniversary of his/her employment date with the district, except a teacher whose anniversary falls during the months of September or October shall be advanced earlier to the next step on the first day of each school year. New teachers shall advance to the next step on the salary schedule according to the following:
 - a. To the extent allowed by law, teachers hired before November 1 shall advance to the next step, and subsequent steps, on the first day of the next school year.
 - b. To the extent allowed by law, teachers hired after October 31 and before April 1 shall advance to the next step at the beginning of the second semester of the following school year, and subsequent years.
 - c. Teachers hired after March 31 shall remain on the same pay step for the next school year only and shall advance to the next pay step and subsequent steps on the first day of the following year to the extent allowed by law.
3. A teacher new to the Brighton Area Schools during the term of this Agreement who has accumulated a half year or more but less than a full year's experience in another school shall be placed on the salary schedule which represents a step prior to the one he/she will reach at the time he/she completes a full year of experience or an additional full year.
4. Shared and/or abbreviated teaching schedules (see Article 12-C) may at times be beneficial both to the Board and the individual teacher. Teachers placed on abbreviated schedules shall receive one full year experience step.
5. A teacher advancing from one salary track to another will be placed on the advanced salary track, beginning the first day of the semester next succeeding that in which proof of advancement has been verified and accepted by the Assistant Superintendent for Labor Relations and Personnel to the extent allowed by law. The teacher must notify the Assistant Superintendent for Labor Relations and Personnel of his/her intent to complete the necessary requirements for advancement in writing by July 1 to qualify for the year, and during October to qualify for one-half (1/2) of the salary adjustment. For the purposes of this provision, ninety-three (93) contract days equals one semester.

6. Criteria for MA+30:
 - a. No duplication of classes previously taken.
 - b. Course must be:
 - 1) related to current or future teaching assignments
 - 2) minor or major program
 - 3) transcript from an accredited university
 - c. Does not have to be a graduate level course. (It is the intent to have teachers show some relevance to current teaching assignments or potential future teacher assignment.)
 - d. It is recommended that MA+30 program classes be discussed with the Assistant Superintendent for Labor Relations and Personnel.
 - e. Credits for MA+30 must be earned after the BA/BS and may include SCECHs approved by the Assistant Superintendent for Labor Relations and Personnel.
- C. The salary schedule is based upon the regular school year calendar as set forth in Schedule A and the normal teaching assignment as defined in the Agreement. Any teacher who accepts an additional class for the school year over and above the normal teaching load shall receive a prorated increase (e.g. - 1/5 for a five-hour teaching day or 1/6 for a six-hour teaching day) in his/her annual base teaching salary or fraction thereof. There shall be a prorating of additional salary for additional class assignments when such additional assignments are fulfilled on a regular basis for less than a full year.
- D. Teachers appointed to extra duty assignments set forth in Schedule B which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.

In the event no qualified bargaining unit member applies for a Schedule B assignment and the board hires a non-bargaining unit applicant, the level of compensation may be equal to or less than the salary established in Schedule B.
- E. Schedule C positions are those teaching assignments that involve work responsibilities beyond contract time and are not optional. Additional compensation for such work shall be paid in accordance with Schedule C.
- F. Current and active job descriptions for Schedule B and Schedule C positions will be on file with both the Association and the Administration. These job descriptions will also be accessible on their respective websites.
- G. Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the current IRS approved mileage rate. The same allowance shall be given for use of personal cars for approved field trips or other approved business of the district. Appropriate requests for payment of mileage and other expenses turned in to the Board offices before the third Monday of the month will be subject to Board

approval by the fourth Thursday of the month.

- H. Any employee resigning before the completion of the school year has the professional and legal obligation to reimburse the Board for all over-paid monies.
- I. BEA members having the following years of experience employed with Brighton Area Schools shall receive longevity payments in annual amounts as set forth below.

Longevity – By July 1st, members will elect whether to receive their longevity in their first October paycheck or their TSA (October). If the payroll department is not contacted by July 1st, the member's longevity stipend will be paid out into their first October paycheck.

2019-20

13-15 yrs. (12-15 yrs. For B.A. scale) = \$1,200
16-20 yrs. = \$1,700
21-25 yrs. = \$2,200
26 yrs & up = \$2,700

- J. Tuition reimbursement/PD/Conference cost reimbursement for required courses (to maintain certification) will be \$85,000 annual pool, to be paid out in accordance with the conditions outlined in the tuition reimbursement form included in Appendix A. After all required course reimbursements are paid out, reimbursements for administratively approved professional development (e.g. flex PD, conferences, etc.) may be submitted and will be paid out in the order they were received, until the annual pool is exhausted. Only conference registration fees will be reimbursed.
- K. A BEA member who retires or resigns will qualify for payment of unused leave days at the rate of \$35 for each unused day subject to the following conditions:
 - 1. Only BEA members who have completed twelve (12) years or more for Brighton Area Schools shall be eligible for this payment.
 - 2. A BEA member must give notice to the Board of his or her resignation by March 1 to be eligible for this payment.
- L. Employees who voluntarily accept to teach Saturday school/after school detention, shall be compensated at the rate of \$25 per hour.

BEA members electing to do district provided curriculum work outside of their work day will be compensated at the rate of \$25 per hour.

- M. Association members shall receive an off-schedule bonus/Merit pay calculated at \$100 if the member receives an "effective" performance evaluation or better. A bargaining unit member receiving a rate of below "effective" may still earn the bonus if he/she completes 16 additional hours of professional development as assigned by the building principal and paid for by the district.

- N. Unplanned school cancellation days - The following provisions are in accordance with provisions found in MCLA 388.1701 (3) and (4) of the State School Aid Act and shall be in effect until such time as the statutes are amended or annulled. In the event the statutes are amended or annulled during the life of this agreement, the following provisions shall be amended or annulled in accordance with State and Federal law.
1. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as, but not limited to, inclement weather, fires, mechanical breakdowns, epidemics or other health conditions shall not count as student days of instruction nor teacher workdays. The student instruction time will be 1098 hours as mandated by the state. The number of student days and the number of BEA member report days shall be stated in the negotiated calendar.
 2. When scheduled student and/or employee work days are canceled, employees shall be compensated and shall not be required to report for work, however, employees shall work on re-scheduled make-up days with no additional compensation. Total annual salary is based upon the number of report days listed in the calendar.
 3. In the event that school is canceled before student starting time, employees absent will not be charged leave time. In the event school is canceled before mid-day, an absent employee will be docked one-half ($\frac{1}{2}$) sick day.
 4. In the event that make-up days exceed the number provided in the calendar, the Association President and Superintendent will negotiate the additional date(s). The date(s) shall be binding upon the employees without a formal ratification vote. In the event the President and Superintendent cannot reach agreement on the make-up dates the Board of Education shall establish such dates.
 5. In the event an employee receives unemployment compensation benefits (which as used herein also includes under employment benefits) during the school year (associated with his/her regular assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the employee for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons. This provision shall be subject to the following conditions: (a) The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had there not been any instructional days canceled for such reasons; and (b) The total of unemployment compensation plus salary earned through employment in the district shall not be less than the employee's salary from the same or similar period during the preceding school year.

6. The provisions of this section, including the decision to cancel a day of instruction or work shall not be subject to the provisions of Article 11.

ARTICLE 8

Fringe Benefits

- A. Insurance: MESSA will be the insurance provider

Insurance Opener – The BEA reserves the right to change the carrier from MESSA (health, dental, vision, LTD and life) and/or the coverage to reduce the cost to the BEA members. The insurance savings could be used to decrease out-of-pocket insurance costs or off-scale salary loss to BEA members.

- B. The Board shall provide, upon application, a full twelve-month period fringe benefit package (Medical, Dental, Vision, Life, Employee LTD) for the employee and eligible family members. When appropriate, Medicare premiums shall be paid on behalf of eligible spouses or their dependents. Each employee shall select a plan from available insurance options in the addendum attached to the contract.

The Board shall make payment of insurance premiums for all full-time and part-time (see D. below) employees who complete their contractual obligations to assure insurance coverage for the full twelve (12) month period commencing July 1 and ending June 30. If a bargaining unit member resigns from employment as of or effective June 30 the Board will remit premium contributions for the individual for the month(s) of July and August. New hires will be offered health insurance beginning September 1 of the incoming school year.

For employees needing health insurance: See attached insurance addendum

The annual BEA member contribution shall be the amount beyond the State mandated district contribution. This amount will be spread equally among all BEA members. The amount may be adjusted when necessary based on changes in membership and/or rates.

PLAN C – For employees terminating employment:

Employees who had been under any enrolled plan and who are retiring (not resigning) effective at the end of the school year, may drop any enrolled plan effective July 1 and elect Plan C for July, August, and September. Under Plan C their severance pay shall be increased by one-half of the premium cost of the enrolled plan coverage they dropped. It shall be paid as part of their severance pay. Applications shall be made by May 1 to Human Resources.

Employees electing an enrolled plan without health insurance may apply a premium toward any MESSA options, and/or an approved tax deferred annuity program or retain the premium amount in cash. If a husband and wife are employed by the Brighton Area Schools and are retiring, they will be eligible for

listed plans.

- C. For employees without health insurance: The Board will pay each employee \$3,000 annually.
- D. Employees working less than full time will be eligible for a prorated portion of the Board's contribution toward all plans listed.
- E. Any amounts in excess of the Board's contribution shall be payroll deducted as a condition of the Master Agreement.
- F. Payroll deductions shall be available for all additional MESSA optional programs and MEA Financial Services options.
- G. This program will remain in force until a new contract is ratified.
- H. MESSA medical insurance coverage shall remain unchanged for the duration of this contract.

ARTICLE 9

Evaluation

Teacher evaluations shall be conducted in accordance with State law and in collaboration with the BEA and District Administration.

ARTICLE 10

Leaves of Absence

- A. The Board and the Association recognize the value of regular attendance by the professional staff. Both parties agree that the best educational services take place when continuity is maintained with the regularly assigned employee. When an employee's absence is unavoidable, this contract provides as a benefit leave days, subject to the terms and conditions set forth below.
- B. It is the responsibility of the returning employee to inform the Board of Education in writing of his/her intent to return for the upcoming school year. An employee on leave shall retain his/her right to a position as long as he/she has notified the Board of Education in writing that he/she is available and has kept the Board informed of his/her current address at all times. An employee shall be notified by registered or certified letter by February 1 requesting a written response for his/her intent to return. Subsequent to receipt of registered/certified letter, the employee shall respond by March 1 of the current year. Failure to do so will be deemed conclusive evidence of a voluntary resignation and shall result in the termination of further employment rights. Decisions relating to extenuating circumstances brought forth by the employee shall be made at the discretion of the superintendent.

Tenure/non-probationary status - Although other compensations are allowed through leaves of absence, tenure/non-probationary status shall not be granted.

C. **Paid Leaves** - Employees covered by the terms of this agreement will be afforded paid leaves of absence consistent with the provisions set forth below:

1. At the beginning of each school year each employee shall be credited twelve (12) leave days. Illnesses that are caused by student outbreaks (e.g. chicken pox, measles, head lice, pink eye) that result in a teacher missing school may not be deducted from his/her leave bank, subject to administrative approval.

Personal business days are only to be used for situations that are emergency in nature, or are such that they cannot be handled outside the regular school day. Leave days shall not be used for the purpose of extending a vacation or holiday. Personal business days will not be granted during the first five days of the school year or during the last five days of each semester. No more than two consecutive days shall be awarded for personal business. Exceptions may be made by the Superintendent or designee.

Each employee shall be entitled to accumulate unused leave days up to 120, although no more than 120 consecutive days may be used for one illness. Any employee hiring in after the first two (2) weeks of school shall have the number of his/her annual days prorated to the percentage of contract days worked.

In the case of an employee's death, any unused sick leave shall be paid in a lump sum as designated by the employee. Such payment shall be computed by multiplying the number of unused sick days times the employee's daily rate of pay at the time of death.

Notification of illness shall be given as soon as practical but not less than one hour prior to the normal report-in-time in order to be eligible for payment. The building principal may, at his/her discretion, waive this requirement in a special and individual instance.

Employees shall be informed of a telephone number they may call to report unavailability. It shall be the responsibility of the administration to arrange for a substitute.

2. Any employee who abuses leave day privileges shall be subject to progressive, corrective discipline by the Board. In the event that it appears an individual is misusing such privileges he/she shall be warned that he/she can expect to be asked to validate the use of subsequent leave days for a reasonable length of time.
3. Absence due to injury or illness incurred in the course of employment shall be prorated against the employee's sick-leave days, provided that the Board shall pay such employee the difference between his/her salary and benefits received under the Michigan Workers' Compensation Act for

the duration of such absences, but not to exceed the number of accumulated sick days. The employee shall only be charged with such fractional share of his/her sick leave as is being paid by the Board.

4. A BEA member who has exhausted his/her personal leave accumulation shall get additional leave under the following conditions with final approval resting with the Superintendent in conjunction with the BEA President:
 - a. A BEA member must wait three (3) days after their final leave day to receive any additional days.
 - b. No BEA member may receive more than 24 additional days per school year.
 - c. A BEA member may request additional days only once per school year (in writing) to the Human Resources Office.
 - d. A doctor's note is required prior to the request.
 - e. The BEA member cannot be eligible for LTD.
 - f. If a BEA member is incapacitated and not able to make the request, the BEA President may make the request for the member.

- D. **Bereavement** – Maximum of five (5) days with full pay may be granted per school year for a death in the immediate family. Immediate family shall be interpreted as spouse, children, parents, parents-in-law, sister, brother, brother-in-law, sister-in-law, grandparents, or other persons. These days shall not be deducted from leave.

Employees may use a school business day to attend a funeral of a student on their current school year roster.

- E. **Jury Duty** – The Board of Education shall pay the difference between jury pay and regular salary. On days when an employee is required to report for jury duty and is then excused, he/she must return to school immediately to be eligible for the above stated compensation.

Each employee shall be entitled to be released from regular duties without loss of salary when required to appear in court as a witness in any case connected with the employee's employment or in cases where the school is involved. Notwithstanding the above, paid release time shall not be granted for court appearances which are not connected with the employee's employment or in which the school is not involved, or where the employee is one of the defendants except in school connected cases in which the employee is acquitted.

- F. **Sabbatical leave** – May be granted in accordance with Section 572 of the School Code of 1955, as amended, the same being MSA 15.3572, as hereinafter paraphrased or to other eligible employees as set forth herein. It is expressly understood that the Board shall not be liable for death or injury sustained by any

employee while on Sabbatical as hereinafter set forth:

1. **Eligibility:**
 - a. On the recommendation of the Superintendent, the Board may at its option, permit members of the professional staff to take a sabbatical leave for the purpose of self-improvement and benefit to the school system through study and/or research.
 - b. Provided there are enough people who qualify for sabbatical leave and apply for such leave, the Board may grant two (2) such leaves per year.
2. **Requirements to be considered for sabbatical leave:**
 - a. The applicant must be fully certified and hold a permanent, continuing or life certificate or licensure.
 - b. The applicant must have a minimum of seven (7) consecutive years of full-time professional duties in the Brighton Area Schools immediately prior to the request for such leave.
3. **Application and Procedures:**
 - a. A plan, in writing, must be submitted to the Superintendent by April 1 of the school year preceding the school year for which the sabbatical is requested.
 - b. The plan shall then be reviewed by the evaluation committee and they shall make recommendations to the Superintendent. This evaluation committee shall consist of four (4) elected tenure teachers (1 elementary, 1 intermediate, 1 middle school, 1 high school) and four administrative representatives.
 - c. The Superintendent reviews the plan for possible recommendation to the Board.
 - d. Board action.
 - e. Notification of applicant, within sixty (60) days of submitting the plan, of approval or rejection.
 - f. If approved, the applicant must then sign a written agreement stipulating that he/she will return to the service of the school district after the expiration of the leave for three years. For less service after return to the district, repayment will be prorated.
4. **Benefits:**
 - a. Increments shall be counted during the leave.
 - b. Regular sick leave benefits shall apply.
 - c. Leave time will count toward retirement in accordance with the

Michigan School Code.

- d. Upon approval of a sabbatical leave, the Superintendent will establish the contracted salary the employee would have received had he/she been fully employed by the Brighton Area Schools (with all increments and steps). When the new employee or substitute has been hired to fill the position during the duration of the sabbatical, the difference in salaries that the Board will be obligated to pay during the duration of the sabbatical leave will be computed. If the amount the Board is paying for the replacement staff person is less than what the employee on sabbatical leave would have received, the employee on sabbatical will be paid the difference, but not exceed one-half ($\frac{1}{2}$) of the employee's salary had he/she not been on sabbatical. The Board will make all reasonable attempts to replace the employee on leave with a substitute teacher whose salary would be at such a level as to maximize the stipend for the sabbatical.

5. **During leave:**

- a. Any changes in the approved leave plan must be reviewed and approved by the Superintendent.
- b. An interim report shall be filed at the midpoint of the period the leave is taken.
- c. A final report shall be filed with the Superintendent.
- d. Upon breach of agreement, entire sum paid to employee on sabbatical leave becomes immediately due. All future payments shall cease.
- e. The Superintendent may require additional reports necessary to be sure the employee is fulfilling agreement.

6. **Return from leave:**

- a. Employees completing the planned program of the leave and not returning to the school district shall repay the entire amount received during sabbatical leave. The Board may waive this rule if the person becomes incapacitated.
- b. Upon return from sabbatical leave, the employee shall be restored to a position in which he/she holds certification or licensure and which is of like seniority, status, and pay prior to leave, provided all regulations of sabbatical leave have been fulfilled.

G. **Unpaid Leaves** – Employees covered by this Agreement will be afforded leaves

of absence without pay, subject to the provisions set forth below:

1. **Medical** – An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave days available, shall request, in writing, an unpaid leave of absence for the estimated duration of such illness or disability. The Board shall grant the employee a leave of absence without pay for the duration of illness or disability. The Board reserves the right to request a doctor's verification and/or an examination by a physician of the Board's choice for any disability or illness. The Board will pay for any examination requested by it.

The Board agrees to continue to provide health insurance through September 30th of the following school year for an employee on this type of leave and shall, with the insurance company's approval, transmit further premium payment from the Employee to the insurance carrier. Except with the approval of the Board, an employee shall not be eligible for health insurance coverage during a health leave of absence for more than the first of two consecutive school years.

2. **Infant Care/Adoption Leave** – Upon written request by the employee a maternity leave may be followed by an infant care/adoption leave without pay. In addition, any employee adopting an infant may request said infant care leave without pay. It shall be granted in writing to an employee for the purpose of infant care. Such a leave shall commence at any time prior to the birth or adoption of the infant upon written request of the employee and shall expire upon written request of the employee. A leave of absence without pay shall be granted for one (1) semester or one (1) year, renewable only one time. Requests for extension of infant care leaves beyond the foregoing limits must be approved by the Board of Education. Any employee taking a child or infant care leave of more than one year will be subject to the provisions of General Leave, Article 10, H 5.
3. **Exchange Teachers** – A leave of absence of up to one (1) year may be granted, upon Board approval, to any tenure teacher upon application, and acceptance thereof, for the purpose of participating in exchange programs in other states, territories, or countries, provided said teacher states intention to return to the school system for at least one year. Upon returning from such exchange program the teacher will be placed at the position on the salary schedule that would have pertained had the teacher taught in the district during such period.
4. **Educational Leave** – An employee shall be granted an educational leave, without pay, for a period not to exceed one year. The employee must earn a minimum of 20 semester credit hours, or the equivalent, at an accredited college or university during the regular academic term and show satisfactory proof of credits earned on a prior approved program. Employees on educational leave must notify the school district of their intention to return to work prior to March 1 of the school year immediately following the leave, or a period of at least two (2) months of intention to return in the event the educational leave is less than a full year.

Employees on educational leave will be granted increments upon completion of the approved program.

5. **General Leaves** – Any employee who is tenured in the Brighton Area Schools, may be granted, upon request, a one-semester or one-year leave of absence. The leave will be without compensation and shall terminate at the close of the semester or school year. Upon return from leave the employee will be assigned to an open position they are qualified to teach.
6. **Military Leave** – Military leaves of absence shall be granted to any employee who shall be inducted or shall enlist in lieu of induction for duty in any branch of the armed forces of the United States.

Employees on military leave shall, upon return to this system, be given full credit for any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

ARTICLE 11

Grievance Procedure

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement.
- B. The Association shall notify the administration of the name of its building representatives. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent of Schools or his/her designated representative to act at Level Two as hereafter described.
- C. The term "days" as used herein shall mean days in which school is in session for students, unless otherwise indicated.
- D. An employee, or the Association, believing themselves wronged by an alleged violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence, or at the discovery thereof, orally discuss the matter with the building principal in an attempt to resolve same.
- E. If no resolution is obtained within three days of the discussion, the employee shall reduce the matter to writing and proceed within five days of said discussion to Level One of the grievance procedure.
- F. Written grievances as required herein shall be submitted on the form developed by the Association and available through the Association's building representatives. Grievance forms must be signed by the grievant and a representative of the Association.

Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or 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 in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- G. In applying the procedure hereinafter set forth, if the grievance arises from an action of authority higher than that represented by Level One, the grievant may initiate such grievance at Level Two of the procedure.
- H. **Level One** - A copy of the written grievance shall be filed with the building principal with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the written grievance, the Principal, in writing to the Association, shall respond as to his/her disposition of the grievance.

Should the disposition of the grievance by the principal not be satisfactory to the grievant and to the Association, it may, within five (5) days after the principal's written response, or termination of the principal's time limit for a response, be appealed to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent of Schools or his/her designee. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, to the Association grievance chairperson, and to the principal of the building in which the grievance arose, and place a copy of same in a permanent file in his/her office.

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 Association may appeal same to the Board of Education by filing the written grievance along with the decision of the Superintendent or his/her designee with the President of the Board of Education not less than five (5) days prior to the next regularly scheduled Board of Education meeting.

Level Three - Upon proper application as specified in Level Two, the Board of Education shall allow the employee and/or his/her Association representative an opportunity to be heard at the meeting for which the grievance hearing was scheduled. Within one month from the hearing of the grievance, the Board of Education shall render its decision in writing. The Board of Education may hold future hearings provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board of Education more than one month after the initial hearing.

A copy of the written decision of the Board of Education shall be forwarded to the Superintendent or his/her designee for permanent filing, the building principal for the building in which the grievance arose, the grievant and the Association grievance chairperson.

Level Four - Individual employees shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance by the Board at Level Three, it may, within ten (10) days notify the Board in writing of its intent to arbitrate the grievance. If the parties cannot agree within five (5) days of said notice upon the selection of an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or of the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish salary scales or to change any salary scales.
 - c. He/she shall have no power to change any practice, policy or rule of the board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - d. He/she shall have no power to decide any question, which, under this Agreement, is within the responsibility of the management to

decide. In rendering decisions, an arbitrator shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

- e. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 - f. Provided that the arbitrator finds that all procedures as set forth in the Evaluation article are followed, he/she shall not be empowered to substitute his/her judgment for the judgment of the Board in matters relating to the termination of services, failure to re-employ any employee, or evaluation. If he/she finds that omissions or violations of procedures have occurred, his/her award shall be in accordance with Article 9.
 - g. He/she shall not have the power to interpret state or federal law nor rule upon any matter that is a prohibited subject of bargaining under Michigan law.
5. After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall make his/her ruling thereon prior to hearing testimony concerning the merits of the grievance.
7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
8. The cost of the arbitrator shall be borne by the losing party and each party shall assume its own cost for representation, including any expense of witnesses. In the event there is not a clear-cut losing party in an arbitrator's decision, the arbitrator will determine the percentage paid by each party.
- I. 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 15th of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as is possible.
- J. If an individual employee has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

- K. Grievance forms are available to employees on the BEA website, in the BEA Office, or from their building Association Representatives.
- L. The Board may, at its option, follow the above procedure in attempting to resolve problem situations with an employee and/or the Association. At Level One, filing will occur with the Association representative; at Level Two with Association grievance chairperson; at Level Three with the Association Board of Directors.
- M. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee, or a participating Association representative, is to be at their assigned duty stations.
- N. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- O. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his/her contract, he/she shall be reinstated with full reimbursement of all compensation lost.
- P. An arbitration award or grievance settlement will not be made retroactive beyond July 1 of the fiscal year in which the grievance arose.
- Q. Should an employee fail to institute a grievance within the time limit specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) all further proceedings on a previously instituted grievance shall be barred.

ARTICLE 12

Employment Conditions

The primary duty and responsibility of the employee is to facilitate the learning process. The goal of both the Association and the Board is to provide high quality education to the students of this community.

A. Teaching Assignments

1. The employment of new teachers by individual contracts (e.g. critical shortage, lack of applicants, emergency certification) based on special certificate will take place only in cases where fully qualified teachers are unavailable. Upon request, the Association will be informed as to special certified personnel.
2. Teachers may be notified of their tentative building and teaching assignment for the forthcoming year by the last day of school of the

preceding year. Changes in assignments after the end of the school year will be made with the knowledge of the involved teacher(s).

3. The job description for any position within the bargaining unit will not be altered during the performance of the job except by mutual consent of the involved personnel.
4. To the extent possible, it is desirable to adequately inform teachers as to the academic courses offered by the school system in which regular K-12 pupils avail themselves. Upon their request, teachers will be considered for these positions.
5. All teachers at the elementary level shall have at least forty-five (45) minutes of uninterrupted/continuous preparation time provided during the instructional day, not including the fifteen (15) minutes at lunch. All teachers at the intermediate and secondary levels shall have one class-period of uninterrupted/continuous preparation time provided during the instructional day.
6. A teacher's preparation or planning period will not be assigned for other purposes, nor used for other purposes by teachers, except for meetings specified in Section D(4) of this Article. If additional duties are assigned during the remaining portion of the day they may be assigned on a rotating and equitable basis for all building staff members.

B. Extra Duty Assignments

All compensated Schedule B positions shall be listed in the contract.

C. Employees assigned to shared positions agree to the following conditions:

1. They will attend staff meetings, curriculum coordination meetings, parent conferences, in-service days, and all other activities that full-time employees attend in their entirety.
2. Before new teachers are hired, part-time/shared time teachers may be given first opportunity to full-time status if they are certified and qualified for such position.
3. They shall inform the principal of their emergency substitute employee plan in case of absence. Options in priority order are as follows:
 - a. Partner teaches entire day on a trade basis with no additional compensation and no leave time deducted.
 - b. If a trade basis cannot be arranged, partner employee substitutes at the current sub rate, and the absent employee is assessed leave time.
 - c. A substitute employee can be employed by the regular procedure.

D. Teaching Schedules

1. Each round of bargaining the Administration and Association shall review and negotiate the school calendar before it is officially adopted by the Board. Such calendar, as adopted, is set forth in Appendix O. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. When the tentative calendar is agreed upon, it may be adopted at the next Board meeting.
2. If additional hours of instruction are required by the State beyond 1098 hours, compensation for the additional time will be bargained between the Administration and Association.
3. Teachers will not be required to be present at school for records days. This in no way lessens the professional responsibilities of teachers.
4. Teachers are required to attend meetings in accordance with the following guidelines. At every level, a total of 90 minutes per month will be available for meetings. Meetings should not exceed 45 minutes in length. For meetings longer than 45 minutes, a site-based decision must be made between the building administrator and the association. For meetings scheduled after the school day, the meeting shall begin 10 minutes after the final bell.
 - a. Meeting agendas will be created and given to the teaching staff at least 24 hours prior to the meeting. The Board agrees that the time of the staff is valuable and that good reason for staff meetings must be present.
 - b. Part-time teachers are encouraged, but not required, to attend staff meetings unless they are attached continuously to their work schedules.
5. The Board will make assignments in accordance with the following:

The teachers' seven and one-half (7.5) consecutive hour work day shall be constructed as follows:

 - 1) Secondary teachers shall be required to supervise students entering prior to the student day and leaving at the termination of the student day for no more than fifteen (15) minutes in total.
 - 2) All teachers shall have a planning and conference period. It is agreed that this amount of time is to be used professionally by the teaching staff for the purpose directly related to their classroom teaching assignments.
 - a) All intermediate and secondary teachers shall have a planning and conference period of one (1) class period

per day.

- b) All elementary teachers shall have a planning and conference time of no less than ninety (90) minutes per day.
 - 3) Elementary classroom teachers shall be provided the release time required for mandated testing during the regular school year. Such time will be scheduled by mutual agreement between the classroom teacher and the building administrator.
6. Elementary fine arts classes will be forty-five (45) minutes in length.
7. Fine arts teachers at an elementary building may collectively agree to use their ninety (90) minutes of daily prep time as follows:
 - a. Forty-five (45) minutes of consecutive prep time prior to student instruction at the start of the school day, except the two days a month when such teachers will attend staff meetings.
 - b. The remaining forty-five (45) minutes may be divided to fit the needs of the teachers' schedules.
8. All employees shall be entitled to a duty-free lunch period of no less than thirty (30) consecutive minutes during the student day.
9. All secondary teachers shall be assigned five hours and thirty minutes (5 ½ hrs.) supervision and instruction contact time per day.
10. It is understood that teachers agree to utilize the conference days scheduled within the calendar for the purpose of conferring with parents. The teacher is free to establish the conference schedule. It is understood that elementary/intermediate teachers will make an effort to meet with all parents either at parent conference time or during the school year. Secondary teachers will make an effort to meet with the parents who desire or need a conference.
11. High school teachers shall report to work at 7:20 a.m. daily, and will be dismissed at 2:50 p.m. The student instructional day begins at 7:30 a.m. and ends at 2:19 p.m.
12. Scranton Middle School teachers shall report to work at 7:30 a.m. daily, and will be dismissed at 3:00pm. The middle school student day begins at 7:55 a.m. and ends at 2:36 p.m.
13. Maltby Intermediate School teachers shall report to work at 8:15 a.m. daily, and will be dismissed at 3:45 p.m. The intermediate school student day begins at 8:40 a.m. and ends at 3:27 p.m.

14. Elementary teachers shall report to work at 8:20 a.m. daily, and will be dismissed at 3:50 p.m. Fifteen (15) minutes prep time shall be contiguous with these teachers' lunch period. The student day for grades JK through 4 begins at 8:50 a.m. and ends at 3:42 p.m. Half day kindergarten sessions will be from 8:50 a.m. to 11:53 a.m. and 12:39 p.m. to 3:42 p.m.
15. Student day may vary five (5) minutes due to bus scheduling.
16. Amendments to the starting and ending times of the teacher day shall be communicated to staff prior to August 1st. Changes in the beginning and ending times will be limited to thirty (30) minutes unless otherwise agreed to in advance with the Association.

Except as set forth in this subsection, no more than one (1) adjustment shall be made in the starting and ending time during each school year. If, as a result of unforeseen circumstances, the schedule must be changed more than once or adjusted after August 1, an advisory group consisting of administrative and Association personnel representing the effected buildings shall discuss the recommended change and come to consensus.

17. To the extent possible, teachers will be utilized within the program of one building. In those cases where teachers must be assigned to more than one building, it will be the responsibility of the administration to effectively utilize the teacher's time in compliance with other stated conditions of the contract. Teachers whose assigned duties are in more than one (1) building shall receive actual travel time plus five (5) minutes. Actual travel time will be determined by a meeting between the Association President or designee and the Superintendent or designee.

No secondary teacher will be assigned more than five (5) class offerings unless the circumstances causing the 6th period assignment are unforeseen and there are no other options available. If a 6th period assignment is necessary, the following procedure shall be followed:

- a. It is determined there is no qualified teacher with less than a 1.0 FTE assignment, who is willing to fill the position.
 - b. Offer the position to a staff member based on a rotating basis if possible.
 - c. In the event the assignment is approved, then the teacher will be additionally compensated at 1/5 their daily rate.
18. The media centers shall be open to all on regularly scheduled attendance days and a media specialist will be present to service the needs of the schools. The parties mutually recognize the value of certified media specialists. Representatives from the Board and the Association will hold a meeting before any reduction from current staffing levels occurs.

19. During the working day, Media Specialists shall be released from building duties to attend one (1) media specialist meeting per month.
20. Compensatory time defined for this contract refers to a unit of time during a planning period being exchanged with a building administrator's knowledge for another equal unit of time outside the normal teacher day. This time shall always be taken during planning time, not student supervision time.

Compensatory time shall not be used as a permanent method of rearranging the teacher's working day and may not be taken on days when regularly scheduled building meetings are being held. The make-up shall coincide with the beginning or end of the working day.
21. Fifth grade teachers will attend fifth grade camp. Compensation for the hours beyond the regular school day will be in accordance with the stipends listed in Schedule C. If a teacher is unable to attend camp, replacement arrangements must be made with the building administrator. Principals, with the assistance of the teachers and additional support for data entry, will be responsible for camp fundraising activities.
22. The Board and Association agree to joint sponsorship of open houses and curriculum nights. Notice of sponsorship shall be disseminated to the teachers through a letter jointly authorized by the appropriate building principal and Association President, which will encourage participation by teachers.
23. The use of regular teachers as substitute teachers shall be avoided whenever possible. In the event regular teachers covered by this Agreement are used as substitute teachers at the request of an administrator on an emergency and voluntary basis, said teachers shall be compensated at the rate of \$60.00 for each hour of teaching provided when requested, to be paid at the next pay cycle.
24. If, at the request or requirement of Board representatives, a teacher shall be engaged in Association matters or in professional grievance procedures during his/her regularly scheduled working hours, he/she shall be released from his/her regular duties without loss of salary or other benefits.

E. Teaching Loads

1. The District will attempt to maintain balanced class sizes within buildings at all levels.
 - a. At the secondary (middle and high school) level, a meeting will be held with the school Principal, Association President/designee and Assistant Superintendent/designee prior to the start of the school year to review and make final decisions on the master schedule.
 - b. In order for a class to be included in the final master schedule,

60% of the contract class size maximum is preferred when it makes sense economically or academically.

- c. At the secondary and intermediate levels, imbalances of greater than two (2) students in the same hour of the same course, can occur if the student: 1) hasn't met the prerequisite, 2) moved away, 3) has a required class and the student previously failed the class with this teacher, 4) drops the class for the entire year. Imbalances for other reasons may be considered in a meeting with the Association President (or designee), the Assistant Superintendent for Labor Relations and Personnel, the counselor, the affected teachers, and the Principal. If a consensus cannot be reached at the meeting, a vote will be taken to decide the matter. If the imbalance is created without following this procedure, the consequence, paid to the teacher is \$300 per student per semester or \$600 per student for both semesters.
2. Effective on the fourth Wednesday after the beginning of the school year ("Fourth Wednesday"), classroom maximum* shall be:

Jr. Kindergarten: 20 students
Kindergarten: 24 students
Grades 1 - 4: 28 students

* These maximums will apply to elementary specials class size.

- 3. a. At the Intermediate level elective classes may have a daily average of 165. In the event that this number is going to be exceeded a meeting between the principal, teacher, superintended/designee, and BEA president/designee will be held to review options.

The secondary class sizes listed below shall not exceed the following maximums unless extenuating circumstances result in a meeting between the BEA President/designee and Superintendent/designee to determine the best course of action:

Physical Education	45
Adaptive P.E.	25
Instrumental Music	225:1
Vocal Music	175:1
Focus/Advantage	25
Mastery Skills	15

- b. At all levels, a meeting will be held with the school Principal, Association President/designee and Assistant Superintendent for Labor Relations and Personnel prior to the start of the school year to review the master schedule. During the year, before an imbalance becomes greater than two (2) students (for a reason other than those cited in E.1.c. above), a meeting with the above referenced parties will occur prior to the student placement.

4. For 2019-2020, class size in grades 5-6 will be capped at 31 students per section and the district will pay overloads for students 32 and 33 not to exceed 175 students per day.

For 2019-2020, class size in grades 7-12 will remain the same as 2018-2019. This means that the district can assign 33 students per section and pay overloads for students 34 and 35 not to exceed 175 students per day.

This does not include the classes listed at the bottom of page 32 of the BEA contract as they will remain as listed in the contract.

5. Elementary special education students shall be counted on the regular classroom teacher's list no matter what portion of the academic day they are main-streamed. Students who were main-streamed the previous year shall be counted from the opening day of school. Post 4th Wednesday slots should be held open for students not previously main-streamed or new to the special education program. Secondary special education students shall continue to be counted on the regular classroom teacher's list no matter what portion of the academic day they are main-streamed.
6. Traditionally large classes such as chorus shall have reasonable class limits. During the first month of each school year the Assistant Superintendent for Labor Relations and Personnel and the Association President will review the limits for these classes.
7. The Board agrees to continue to authorize at least 1 instrumental specialist per level (intermediate, middle, high) to assist with grades 5-12 instrumental music programs, and one accompanist at each secondary level (middle, high). Staffing levels of these specialists will be reviewed annually between the association and administration.
8. The Association will not require the Board to transport elementary children away from their neighborhood school area to achieve class sizes in all elementary schools for the reason that such transportation may result in a violation of the State of Michigan's minimum pupil attendance requirements.
9. It is acknowledged that the primary duty and responsibility of the teacher is to teach and to supervise the educational and social welfare of the pupils and that the organization of school teachers and the school day shall be directed at ensuring that the energy of the teacher is to be utilized to this end.
10. Teachers will not be assigned to cafeteria or lunchtime playground duty, except in cases of an emergency.
11. The district shall have 10 days in grades JK-6 at the start of the school year and 20 days in grades 7-12 at the start of each semester to balance class sizes across the district. Whenever the arrival of a student after the days identified above may result in exceeding a classroom maximum, the

Administration shall confer with the BEA President (or his/her designee) AND all affected staff about the situation.

When it is agreed that an overload will occur, the assignment shall be as follows:

- a. A volunteer will be sought to accept the student beyond the maximum. If there are no volunteers, or multiple volunteers students will be placed on a rotational basis with the final decision coming from the administration. (This excludes teachers in their 1st and 2nd years of teaching unless there is an emergency.
- b. Teachers receiving additional students in accordance with these provisions will be provided a stipend for each student over the classroom maximum according to the following schedule. In the event the arrival of a student after the days identified above may result in an overload, the administration will have one additional school day from the time the counselor notifies administration about the overload to move the student without payment of the overload stipend.

JK/K Half day = \$1500

Full day JK-4th = \$3000

Each elementary specials teacher = \$200

Intermediate (5th-6th) = \$3000 (prorated based on student contact time)

Each intermediate encore teacher = \$200

Secondary = \$1500 (per class period for a year long class – 2 semesters)

Secondary = \$750 (per class period for a 1 semester class)
(2-period block classes will pay double)

There will be no prorating of the above amounts regardless of the arrival date of the student causing the overload. The full amount shall be paid to the teacher according to the schedule above regardless of how many days are left in the semester/year when the student arrives causing the overload.

In order for the stipend to be paid, the student(s) must physically be in the teacher's classroom not just on the class roster (e.g. If a special ed. student is on a teacher's roster but does not attend the class, the stipend will not be paid, but if the student begins attending the class causing an overload then the stipend shall be paid).

Even with this payment and regardless of whether the overloads are placed into classroom of volunteers or non-volunteers, the overload will never exceed two students per classroom.

- c. In the event the parties agree that a specific class has exceeded capacity, including overloads, the Administration shall create a new section.
 - d. The District agrees to maintain a yearly list outlining all imbalances and overloads, at each building. This list will include employee names and contractual stipends. This list will be provided to the Association on the 11th day of school for JK-6 and the 21st day of school for 7-12, and updated each semester/trimester/quarter or as needed throughout the school year.
12. The Board agrees that split classes are eliminated in grades JK-12.
- a. The exceptions in grades 1-4 are limited to: gifted and talented and special education.
 - b. The exceptions in grades 5-12 for teaching more than one course in the same period will occur only if all of the following conditions are met:

A meeting has been held with the building principal, the association president/designee, and the teacher involved in the proposal to exhaust all other options.

F. Working Conditions

- 1. The Board shall supply and maintain texts, library facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current databases, copiers, and computers that will support all software and applications owned or subscribed to by the district, printers, support, training, and similar materials and tools of the teaching profession.
- 2. The Board shall make available, whenever possible, in each school, adequate lunchroom, rest room, and lavatory facilities exclusively for employee use. The use of tobacco or E-cigarette is prohibited in all buildings, on all grounds, and in all school owned vehicles. Lounges shall be for employee use only. Vending machines shall be permitted in the faculty lounges of each building, maintained by the Association. The employees shall maintain the lounges in a satisfactory condition, except for routine custodial maintenance.
- 3. The Board will make available workspace for employees' use during their preparation time. Whenever possible, the workspace provided will be the employee's assigned classroom or office. In the event a teacher's assigned classroom is needed during their preparation time, the assignment will be determined by administration first by seeking a volunteer, then on a rotational basis.

4. The Board shall provide, maintain, identify and regulate to the extent possible adequate paved off-street staff parking facilities. Sidewalks and parking lots shall be maintained in such a manner that no employee shall continually contend with snow and ice.
5. Since the employee's authority and effectiveness in his/her assignment has a combined dependence upon the employee's professional skill and upon dependable administrative assistance, the Board and Administration recognize their responsibility to provide all reasonable support and assistance to employees with respect to the maintenance of control and discipline.
6. Upon written referral from an employee, the Administration will assist the employee in applying appropriate progressive disciplinary procedures with chronic student disciplinary problems. The referring employee(s) shall be informed of administrative action.
7. Teachers may request that pupils having special needs receive the attention of special counselors, social workers, law enforcement personnel, physicians or other professionals. Teachers who believe a student may have special needs will refer the student to the building team for evaluation to determine eligibility for special services.
8. Student Discipline and Employee Protection
 - a. Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property. The Association agrees that all employees shall observe rules respecting punishment and discipline of pupils, which may be established by the Board, the Administration, and the statutes of the State of Michigan. An employee may use such reasonable restraining force as is necessary to protect himself/herself from attack, to prevent injury to another student, or to escort said student to the office or place of containment, provided discretion is used.
 - b. Consistent with School Code 1309 and Board Policy 5610, a teacher may exclude a pupil from the class in progress and only for the duration of that 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. The excluded pupil must be sent to the proper administrative office. In such cases, the teacher shall furnish the Principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.

The primary responsibility of classroom management and student discipline within the classroom belongs to the classroom teacher. All reasonable efforts to correct inadequate student behavior are the responsibility of the teacher before sending the student to the office.

- c. Suspension of students from school or permanent suspension from a given class may not be imposed by a teacher, but may be recommended by the teacher. School authorities will endeavor to achieve correction of student behavior through counseling and interviews with the child and his/her parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted. A conference of all teachers involved will be held prior to such transfer of the student. In the event all efforts to rehabilitate a student fail, the building administrator will suspend the student from that particular class for the time necessary to correct the behavior problem.
- d. Any case of assault upon an employee, malicious destruction of the employee's property or intimidation by threat of violence against an employee or their property shall be promptly reported to the Board or its designated representative. The board shall provide appropriate assistance to a teacher who is called as a witness in any criminal proceedings relating to an act observed by the teacher in the course of discharging their professional responsibilities. When requested in writing, the board may provide a representative of the district to accompany the teacher in these proceedings.
- e. In the event an employee is sued as a result of action taken by the employee in enforcing the rules and regulations of the Board of Education and the use of reasonable care and judgment in connection therewith, it is the Board of Education's policy to assist the employee in such connection with such a suit and the Board will, in cases where the employee's individual liability policy does not provide legal counsel, provide legal counsel in the defense of such a suit when the employee is not at fault. If the employee is found by a criminal court to be not guilty, the employee will be reimbursed for legal expenses related to the defense of the incident.
- f. No disciplinary action against an employee shall be taken upon any complaint by a parent of a student directed toward an employee, nor shall any notice thereof be included in said employee's personnel file unless such matter is reported in writing to the employee involved. The name of the parent shall be made known to the employee. This employee is then entitled to place an explanatory statement of the incident in his/her file. If any question of breach of professional ethics is involved, the Association shall be notified.
- g. A written statement by the Board governing the use of corporal punishment of students shall be publicized to all employees no later than the first week of each school year.
- h. Whenever a grade or decision to pass or retain a student is

changed against the advice of a teacher, the building administrator shall inform the teacher of the change. The administrator shall initial the altered document.

9. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide reference libraries and include therein, all materials which are reasonably requested by the employees of the district.
10. The Board agrees to make available in each school, typing and duplicating facilities, supplies, and clerical personnel.
11. The Board shall supply and provide the following:
 - a. Lockable storage space in each classroom.
 - b. Suitable space for each employee to store personal articles.
 - c. Adequate presentation space in each classroom.
 - d. Adequate storage space for instructional materials.
12. Organization and maintenance of storage areas shall be the responsibility of the employee(s) to whom they are assigned. Any administrative concern relative to an employee's care of such an area shall be brought to his/her attention. The employee shall be given adequate time to correct the situation. Upon notification to administration by an employee of inadequacy of such facilities, it shall become the responsibility of that administrator to dispose of the problem.
13. At least one telephone in each building shall be made available for the exclusive use of employees for their professional calls. The telephone shall be in such a location that the conversations held will be private.
14. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. Cleanliness of the buildings and of the facilities are definitely essential to good education and the health of the students and employees. The district shall enforce all provisions of the third-party (non-employee) contracts that have an impact on the health and safety of its employees or upon the cleanliness of the building.
15. The temperature of classrooms will be kept at 68 degrees with an acceptable range of +/- 7 degrees. Classes assigned to rooms in which the temperature deviates from this norm will be relocated to a more acceptable environment.
16. Both parties mutually agree that habitual or repeated tardiness is

detrimental to the operation of the school. The Board and the Association support progressive disciplinary measures designed to assure that proper time schedules are maintained by employees.

17. Least Restrictive Environment

- a. With the exception of those duties normally associated with the registered nursing profession, employees will not be required to assist special needs students with bodily functions, administering medication, or with medical needs such as but not limited to catheterization or suctioning.
- b. Before a special needs student's first day of scheduled instruction within a general education classroom, the affected teacher(s) will be notified of the student's assignment to his/her classroom.

Information pertaining to the special needs student's IEP or 504 plans will be disseminated to the affected classroom teachers not later than five (5) school days from the first day the student accesses the class.

- c. In the event a general education teacher requires assistance with a special needs student, the teacher will request a meeting with his/her principal. The meeting will be held not later than five (5) school days of the request. Options available for assistance will be reviewed at the meeting and a final determination made not later than five (5) days from the date of the meeting.
- d. Any teacher who believes that a student's individual educational plan (I.E.P.) is not meeting the student's needs, will direct their concerns to the building administrator.

18. Full-time nurses, full-time social workers, and the K12 career facilitator will work a seven and one-half (7.5) hour work day. The work year for full-time positions will be equal in length to and scheduled on the same days as full-time classroom teachers. Additional days before or after the regularly scheduled work year will be paid at the employee's per diem rate.

In addition to the two (2) team meetings per month, the aforementioned employees may be required to attend up to two (2) staff meetings per month.

19. To allow teachers clean-up/prep time after school, classrooms will not be utilized by outside groups for 30 minutes after the end of the school day.

20. When a principal will be out of the building on district business for time exceeding one full day or longer and a teacher is requested to act on behalf of the principal's behalf, a substitute teacher may be hired to cover that teacher's class.

21. District administration in conjunction with the BEA leadership will review PGC (professional governance committee) notes to make sure that we have not missed any issues that we agreed need to be addressed in the contract.
22. Elementary and Intermediate 3rd tri-mester report cards will be mailed home with a teacher submission deadline that aligns with the rest of the District. Parents will be notified six (6) weeks prior to the end of the year.
23. Additional parent-teacher conference hours:
Three (3) hours of comp time may be requested by teachers for conference hours logged over the allotted six (6) hours for fall and spring conferences.
24.
 - A. Any teacher who needs to complete professional responsibilities may request release time by submitting a Release Time Request Form (Appendix M) to the building principal at least one week prior to the requested time.
 - B. The parties agree to the following relief for special education teachers to provide sufficient time to complete their caseload and compliance responsibilities (an average of one day per month).
 - C. Special education teachers responsible for testing new referrals and re-evaluations will be provided a scheduled two-hour block of time each week or one full day each month, to perform testing responsibilities. This will be scheduled so as to not require a substitute teacher. Self-contained teachers will not be required to test new referrals.
25. District administration and the BEA leadership will work in conjunction to make sure that any and all legislative changes will be addressed in the contract to comply with State and Federal law.

ARTICLE 13

Vacancies, Promotions and Transfers

Requests by an employee for a transfer to a different class, building, or position shall be made in writing to the Superintendent/designee using the attached form in Appendix A.

ARTICLE 14

Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to ensure meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for the employee and student is encouraged.
- B. It shall be the responsibility of the employee to accomplish the objectives of the course of study for each subject he/she is assigned. In the pursuit of these objectives, freedom of individual expression and innovative curriculum improvement are encouraged. It is expressly understood that responsibility of changes in course objectives rests with the Board and its representatives, and is first subjected, and submitted, to the building administrator and/or the appropriate Assistant Superintendent for approval or disapproval.
- C. Teachers shall be included in the procedures to recommend textbooks, materials, and curriculum within the district. The procedures shall be established by the respective committee(s) and shall minimally include provisions for piloting, evaluating, and reporting all information to the committee's study.
- D. Staff will be notified two weeks before any committee is to be formed. Membership on a committee shall be on a voluntary basis. Review of committee membership by building AR's, level VP's, and/or the association president will take place with an administrator.

ARTICLE 15

Instructional Improvement

- A. The Board of Education and the Association shall jointly establish a procedure providing teachers with the opportunity for involvement in planning, implementing and evaluating the instructional program. Such involvement shall have the purpose of providing teacher recommendations to administrators and to the Board of Education.

A professional development committee will consist of the Assistant Superintendent for Instruction, three vice-presidents of the BEA and three principals (one from each level). The committee's purpose is to define content, calendar, objectives and sequence of district professional development. The committee will have the authority to set the content and calendar of district provided professional development.

- B. Curriculum coordinators may be employed at the Board's discretion, following the procedures outlined below in B.1 through 5.
 - 1. Compensation for Coordinators shall be in accordance with the amounts listed in Schedule B and shall be based on the number of FTE's (Full Time Equivalent Teachers) for whom the coordinator is responsible

- C. Coordinators upon administrative approval may be released from their teaching duties to do coordination work. Days worked before or after the contracted calendar days shall be compensated at the current daily sub rate.

ARTICLE 16

Professional Improvement

- A. The parties will support and encourage the principle of continuing education of employees, participation of employees in conferences, workshops and other appropriate activities in the areas of their specializations, leaves for work in advance degrees of special studies and participation in community education projects.
- B. With the purpose of improving methods of instruction, each teacher may at the Board's option be allowed observation time to observe other classrooms of the teacher's choice within the Brighton schools or classrooms in other school districts, prior arrangements having been made. The teacher seeking observation opportunities must make a written request a week in advance. Days used for this purpose shall not be subtracted from the teacher's personal leave.
- C. The Board agrees to provide, upon administrative approval, the necessary funds for employees who desire to attend professional conferences. Requests from an employee for attendance shall be submitted at least two weeks in advance of the conference date. Registration fees shall be deemed an appropriate expense of the Board, as well as the cost of the substitute needed to relieve the participant. An employee attending such conferences shall be granted sufficient leave time to attend without loss of compensation. Employees will upon request, submit a written report regarding such conferences.
- D. At the request of the Association and with the approval of the administration, or on the Board's initiative, arrangements shall be made for work sessions, after school courses, workshops, conferences and programs designed to improve the quality of instruction.

E. MENTOR TEACHERS (2019-2022 pilot program)

As state law mandates a Mentor Teacher for three (3) years for the purpose of assisting, informing and coaching probationary teachers in the rights, responsibilities and ethics of the teaching profession, the Brighton Board of Education and the Brighton Education Association agree to work together in the selection and appointment process using the following guidelines:

- A. Qualified staff may submit their intentions to the building principal to become Mentor Teachers at any time. The list of names will be maintained until the teacher requests removal from said list. Beginning with the 2019-2020 Master Agreement, a professional training in the

with the 2019-2020 Master Agreement, a professional training in the BAS administratively approved mentoring program is required for a teacher to be qualified to mentor.

- B. A standing Selection Committee will be formed with the following responsibilities:
 - 1. Establish criteria for the selection and the process
 - 2. Make appropriate selection
 - 3. Act via consensus.
- C. The Selection Committee will be comprised of two administration representatives and two Brighton Education Association members. The superintendent or designee will be an ex-officio member of the committee to act as facilitator. Membership on the Selection Committee does not exclude a teacher representative from being selected as a mentor.
- D. In the selection process the following guidelines will be applicable:
 - 1. The ultimate and overriding criteria used by the selection committee in selecting a Mentor Teacher will be the respective candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
 - 2. General criteria in selection will include:
 - a. Tenure in Brighton
 - b. Minimum of five years (HE/E) of teaching experience
 - c. Same building preferred
 - d. Whenever possible, same background in major area of instruction (i.e. lower elementary to lower elementary, grade level to grade level, department to department, et cetera)
 - e. Classroom teachers will be matched to classroom teachers

(The Professional Governance Council may be convened to consider any deviations from the general criteria for selection. The Professional Governance Council will also review this pilot program for the duration of the contract.)

- E. Regarding appointment, the following will apply:
 - 1. All appointments as Mentor Teachers will be voluntary.
 - 2. Appointment will be for three (3) years unless either party requests a change through their building principal or the Selection Committee decides it is in the best interests of the parties.

3. Mentor Teachers will have no involvement in the evaluation process and the relationship will be collaborative.
4. A Mentor Teacher may supervise a maximum of two (2) probationary teachers, if the Mentor Teacher is determined to be the best qualified by the Selection Committee.
5. The mentor program requires observations of the teacher being mentored by the mentor and observations of the mentor by the teacher being mentored. Suggested standards for release time following the mentor program will be determine by the Professional Governance Council
6. Mentor Teachers will be paid on the following schedule. Compensation will be paid to the Mentor Teacher at the end of the first semester (50%) and at the end of the second semester (50%). An activity log will be maintained for professional development purposes. The second semester payment will be approved by the principal upon review of the activity log. Mentors will be required to attend all training sessions.

	Stipend	PD
First year	\$1,500	30HRs
Second year	\$1,000	30HRs
Third year	\$500	15HRs

7. The Mentor Teacher will follow the prescribed professional growth activities of the mentor program. The Professional Governance Council will determine any modification of programmed activities.

ARTICLE 17

Seniority

- A. Seniority shall be defined as the length of service in the school district as an employee represented by the bargaining unit. Accumulation of seniority shall begin with the first contractual day of employment as a bargaining unit member.

Employees assigned to less than full positions shall accumulate seniority on a pro rated basis. Employees on layoff shall not accumulate seniority.

BEA Seniority List Procedures: Please refer to Board of Education Policy 3131.

1. Seniority will only be adjusted when a member has a less than full FTE assignment or who went on an unpaid leave. Deductions in seniority for leaves will only occur once a member reaches a full quarter (9 weeks) worth of unpaid leave. This deduction will be .25 of a year's worth of seniority. Likewise, if a member reaches 18 weeks of unpaid leave time in a year, the deduction shall be .5 of a year of seniority. For ease of calculating these changes (& ease of understanding) a 12-month calendar will be used.
2. Any employee who shall be transferred to an administrative or executive position and shall later return to the bargaining unit 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.
3. A seniority list shall be maintained by the District. Employees shall be ranked in order of their assigned seniority date. Accompanying the name of each teacher shall be a listing of the teacher's certification endorsements and actual hire date. Said seniority list shall be presented to the Association annually during the month of November for review. Corrections will be brought to the attention of the administration. Changes to the seniority list will be made by the Human Resources Department and the Brighton Education Association President within thirty (30) calendar days of publication.

ARTICLE 18

Special and Student Teaching Assignments

- A. Each school year the Human Resources department will determine the total number of student teacher positions made available in the district.
- B. Supervising teachers shall meet the following requirements:
 1. Tenured teachers in the Brighton Area Schools.
 2. Approval by the building principal.
- C. Applicants for student-teacher positions in the Brighton Area Schools shall meet the following requirements:
 1. Major or minor in the field of teaching.
 2. Meet the certification requirements for the subject area.
 3. Have the ability to schedule time requirements:

- a. One (1) full semester (minimum ten (10) weeks).
 - b. Present in building for entire teaching day, every day.
 - c. Attendance at all conferences, meetings and events requested by the supervising teacher.
4. Pre-student teaching requirements.
- a. Minimum of one (1) methods course in major teaching area.
 - b. Direct classroom observations set by the building principal.
5. A standard form, that outlines the duties and obligations of participants in the Student Teaching Program, shall be filed with the Executive Director for Curriculum.

ARTICLE 19

Miscellaneous Provisions

- A. 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 considered part of the established policies of the Board.
- B. 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.
- C. Copies of this Agreement shall be printed at the expense of the Board within a timeline agreed upon by the parties at the time of the tentative agreement and presented to all employees now employed and hereafter employed for as long as this Agreement shall be in full force and effect. Further, the Board shall furnish ten (10) copies of this Agreement to the Association for its use.
- D. When students are used as non-salaried clerical helpers in the schools, they shall not be exposed to confidential student or employee records.
- E. Employees who believe that they are in need of an accommodation to perform their job responsibilities shall immediately inform their building administrator or the Assistant Superintendent for Labor Relations and Personnel of the need. Where questions of reasonable accommodation are impacted in whole or in part by the terms of the master agreement, the Board and the Association agree to meet on a case-by-case basis to address potential conflicts between the Americans with Disabilities Act (ADA) and contractual provisions.
- F. The District agrees to follow Michigan rules and regulations concerning special

teacher(s) prior to submission of any waiver or other deviation from the rules and regulations. In addition, a yearly review of SE waivers will be conducted (prior to Spring Break) involving the Assistant Superintendent for Labor Relations and Personnel, the BEA President (or designee), and the affected SE teachers. The District agrees to follow the Michigan Department of Education guidelines as they relate to students assigned as student assistants in lieu of academic classes.

G. The following forms will be included in the contract as Appendix A:

1. Insurance Addendum
2. Tuition Reimbursement with example
3. Conference Reimbursement with example
4. Change of Address
5. Teacher Job Assignment/Transfer Request form
6. Teacher Schedule Change form
7. Request for Leave Days
8. Mentor Form
9. Schedule B payment (non-athletic)
10. Schedule C payment
11. Release time request
12. Site-based decision with instructions
13. Standards for Discipline
14. Board policies (3131, 3139)
15. Members need to request a grievance form from their association representative.
16. Members need to request accident report forms from building administration.

ARTICLE 20

Duration

This Agreement shall be effective upon ratification by the parties and shall remain in effect until August 31, 2022. Financial and calendar re-openers will take place in the school years 2020-2021, and 2021-2022. Bargaining will commence in November of each year.

BRIGHTON EDUCATION ASSOCIATION
MEA/NEA

BRIGHTON AREA SCHOOLS
BOARD OF EDUCATION

President

Board President

Negotiations Chair

Board Secretary

Board Treasurer

Board Negotiations Chair

A. General Provisions for Schedule A

1. In the event a nurse or social worker has a teaching certificate and is later assigned to a classroom teaching position covered by Schedule A, the employee's initial placement on Schedule A will be in the appropriate degree column and to the step on the column which closest to, but not less than, his/her present salary as a nurse or social worker.
2. BEA members may be requested by the Board of Education to work an extended year. Any change in such requests shall be made known to the affected members no later than May 1. Salary for the extended period of work will be at the BEA member's per diem rate.

The 2019-2020 wage scale is listed below:

2019-2020			
Step	BA	MA	MA+30
1	43,156	46,169	48,266
2	45,620	48,353	51,034
3	48,086	51,003	53,860
4	50,554	53,647	56,738
5	53,020	56,288	59,560
6	55,481	58,934	62,384
7	57,945	61,579	65,211
8	60,406	64,222	68,040
9	62,873	66,869	70,862
10	68,243	69,513	73,687
11	72,373	75,353	79,904
12		79,871	84,704

B. General Provisions for Schedules B and C

1. Any new Schedule B position(s), proposed by a teacher shall be submitted to the building level principal.

The proposal shall be submitted at least eight weeks before the proposed start date for the new position. The proposal shall include the following information: proposed job description (tailored to the specific sport/activity), proposed stipend, funding sources, and supporting rationale. The proposal will be subject to review and possible approval by a committee consisting of the building level principal, superintendent/designee, and the association president and association level VP.

2. Stipends shall only be paid for positions delineated in the contract. A Committee consisting of an equal number of BEA/admin (3) will be established by September 16, 2019 to review and make recommendations of new payment amounts and job descriptions to the Superintendent and will conclude its business before spring break of the same school year.

Schedule B (Non-Athletic)	
Position	2019-2020
Class Sponsors:	
(2) Senior (each)	\$3,831
(2) Junior (each)	\$1,956
(2) Sophomore (each)	\$1,956
(2) Freshman (each)	\$1,303
Student Council/Executive Board:	
(2) High School (each)	\$3,831
(1) Middle School	\$1,550
(1) Intermediate School	\$1,550
(1/building) Elementary	\$1,188
Clubs:	
(2) National Honor Society (each)	\$1,245

Position	2019-2020
Drama: Per Approved Production (1 stipend per production) Middle School Production (1 stipend per production)	\$2,267 \$681
Coordinators (Based on F.T.E.) *See Article 15 1 – 5 F.T.E. 6 – 10 F.T.E. 11 - 15 F.T.E. 16 – Over F.T.E. K – 12 Coordinators	\$1,628 \$2,286 \$2,935 \$3,587 \$3,587
Grant Funded Positions	*
School Improvement Coordinator	*
Test Supervisor BHS (1)	\$3,404
Back-up Test Supervisor BHS (1)	\$1,683
Accommodations Coordinator BHS (2)	\$2,786
Test Supervisor SMS (1)	\$851
Back-up Test Supervisor SMS (1)	\$421
Accommodations Coordinator SMS (1)	\$697
(1/building) Elementary Safety Patrol	\$1,188

*stipend to be determined by grant

SCHEDULE C

Schedule C positions are those teaching assignments that involve work responsibilities beyond contract time and are NOT optional. Schedule C lists the added compensation (beyond Schedule A) for these co-curricular assignments.

	<u>2019-2020</u>
(3) Marching Band (each)	\$3,315
(1) High School Band	\$4,146
(1) High School Choir	\$4,146
(1) Middle School Band	\$4,146
(1) Middle School Choir	\$2,274
(1) Intermediate School Band	\$4,146
(1) Intermediate School Choir	\$2,274
(1/Building) Elementary School Choir	\$2,274
High School Yearbook	\$3,230
High School Newspaper	\$3,230
DECA	\$2,266
5th Grade Camp	\$491
Counselors (extended year)	Per diem (Maximum 12 days)

APPENDIX A FORMS

MESSA In-Network Plan

BEA Employee Plans

Pak A

Pak B

Pak C

Pak D

Pak E

	MESSA Choices PPO \$500/\$1,000 Saver Rx	MESSA	MESSA Choices PPO \$1,000/\$2,000 SaverRx w/Mandatory Mail	MESSA ABC 1 PPO \$1,350/\$2,700 HSA ABC Rx	MESSA ABC 1 PPO \$1,350/\$2,700 HSA ABC Rx w/Mandatory Mail
In-Network Cost Share					
Deductible	\$500/\$1,000	N/A	\$1,000/\$2,000	\$1,350/\$2,700**	\$1,350/\$2,700**
Co-Insurance	0%	N/A	10%	0%	20%
Total Out of Pocket Maximum	\$2,500/\$5,000	N/A	\$4,000/\$8,000	\$2,350/\$4,700	\$3,350/\$6,650
Office Visit	\$20	N/A	\$20	Covered, After Deductible	Subject to coinsurance after deductible
Urgent Care	\$25	N/A	\$25	Covered, After Deductible	Subject to coinsurance after deductible
Emergency Room	\$50	N/A	\$50	Covered, After Deductible	Subject to coinsurance after deductible

Prescription Drugs	Saver Rx	N/A	Saver Rx with Mandatory Mail	ABC Rx	ABC Rx with Mandatory Mail
Retail	34-Day Supply	N/A	34-Day Supply	34-Day Supply	34-Day Supply
Optional Mail Order - 90-Day Supply	2x Copay of 34-Day Supply	N/A	-	2x Copay of 34-Day Supply	-
Mandatory Mail Rider - 90-Day Supply	-	N/A	2x Copay of 34-Day Supply	-	2x Copay of 34-Day Supply
Generic Drug 34-Day Supply	\$2 or \$10	N/A	\$2 or \$10	\$0, \$2 or \$10	\$0, \$2 or \$10
Brand Drug - Preferred 34-Day Supply	\$20 or \$40	N/A	\$20 or \$40	\$0, \$20 or \$40	\$0, \$20 or \$40
Brand Drug - Non-preferred 34-Day Supply	\$20 or \$40	N/A	\$20 or \$40	\$0, \$20 or \$40	\$0, \$20 or \$40
Additional Features		Cash in Lieu of Health \$3000 per year Paid on the first pay of the month Paid over 10 pays Jan-Jun 1500.00 Sept-Dec 1500.00		Access to an extensive list of FREE preventive medications (these are NOT SUBJECT to the deductible = 1st dollar coverage)	Access to an extensive list of FREE preventive medications (these are NOT SUBJECT to the deductible = 1st dollar coverage)
Delta Dental	2000/1500 Class I 80% Class II 80% Class III 80% Class IV 80% Annual Max Class I, II, III: \$2000, Class IV: Lifetime Max \$1500 Cleanings 2 per year	2000/2000 Class I 80% Class II 80% Class III 80% Class IV 80% Annual Max Class I, II, III: \$2000, Class IV: Lifetime Max \$2000 Cleanings 2 per year	2000/1500 Class I 80% Class II 80% Class III 80% Class IV 80% Annual Max Class I, II, III: \$2000, Class IV: Lifetime Max \$1500 Cleanings 2 per year	2000/1500 Class I 80% Class II 80% Class III 80% Class IV 80% Annual Max Class I, II, III: \$2000, Class IV: Lifetime Max \$1500 Cleanings 2 per year	2000/1500 Class I 80% Class II 80% Class III 80% Class IV 80% Annual Max Class I, II, III: \$2000, Class IV: Lifetime Max \$1500 Cleanings 2 per year
VSP 2 Silver	Plan Year January to January	Plan Year January to January	Plan Year January to January	Plan Year January to January	Plan Year January to January
Negotiated LTD	NEG LTD 66 2/3% Max \$7500 Waiting Period 90 days Modified Fill	NEG LTD 66 2/3% Max \$7500 Waiting Period 90 days Modified Fill	NEG LTD 66 2/3% Max \$7500 Waiting Period 90 days Modified Fill	NEG LTD 66 2/3% Max \$7500 Waiting Period 90 days Modified Fill	NEG LTD 66 2/3% Max \$7500 Waiting Period 90 days Modified Fill
Pak Life & Pak Ad& D	\$50,000 Pak Life \$50,000 Pak AD&D	\$50,000 Pak Life \$50,000 Pak AD&D	\$50,000 Pak Life \$50,000 Pak AD&D	\$50,000 Pak Life \$50,000 Pak AD&D	\$50,000 Pak Life \$50,000 Pak AD&D

Other Features and Benefits Included on All MESSA Medical Plans

- ✓ Asthma Support Program
- ✓ Cardiovascular Support Program
- ✓ Diabetes Support Program
- ✓ Medical Case Management
- ✓ 24/7 NurseLine
- ✓ Personalized Worksite Wellness
- ✓ Premium Subsidy (Layoff, Privatized Member, Uniformed Service)
- ✓ Medical Subsidy for Disability - Waiver of Premium
- ✓ \$5,000 Basic Term Life Insurance for member
- ✓ \$5,000 Accidental Death and Dismemberment Insurance (AD&D) for member

~ For Saver Rx and ABC Rx, the reduced cost Generic drugs at \$2 and Brand Name drugs at \$20, include medications for Asthma, Diabetes, Coronary Artery Disease, High Blood Pressure and High Cholesterol.

~ Please see the MESSA.org website for a complete list of the FREE preventive medications offered at FIRST DOLLAR coverage (before any deductible is paid) with the MESSA ABC1 HSA plan.

~ Information on this document is a general overview. Please refer to the plan booklet for more detailed information.

** Due to federal regulations, the minimum deductibles for HSA-qualified health plans will increase to \$1,350 for individuals and \$2,700 for families, the IRS has announced.

TUITION REIMBURSEMENT FORM
 BRIGHTON AREA SCHOOLS
 DEPT. OF HUMAN RESOURCES



(Please print)

NAME:		EMP ID#:		DATE:	
BUILDING:					
CERTIFICATE: Renewal Type: (circle one)	<input type="checkbox"/> STANDARD	<input type="checkbox"/> PROFESSIONAL	EXPIRATION: <input style="width:50px;" type="text"/>		

TUITION REIMBURSEMENT IS LIMITED TO ONLY 6 CREDITS FOR CERTIFICATION RENEWALS

Expenses must fall within the current school year July 1 - June 30
 Your submission must be received prior to June 30th

TUITION REIMBURSEMENT PAYMENTS WILL BE MADE IN SEPTEMBER CHECKS OF THE NEXT SCHOOL YEAR

Please attach and highlight all required information from official Accredited University billing statement.
 Attachments must include course name, dates, credits, grades, and include proof of payment in order to process for reimbursement.
You will NOT be reimbursed for any FEES, BOOKS or charges other than TUITION.

Course Dates	Course Prefix/Name	# Credits	Grade	Course Fee	Accredited University	Grade/Receipt Attached & Highlighted
1.						
2.						
3.						
4.						
5.						
TOTALS:						

Your Signature: _____ (your signature is required)

HUMAN RESOURCES/BUSINESS OFFICE USE:

DATE STAMP/RECEIVED BY HR:

ACCOUNT: _____

APPROVED AMOUNT: _____

DATE PROCESSED: _____

Elementary Teaching Certificates

Valid for any K-5 teaching assignment.
All subjects K-5/Self-contained classroom 6-8 all subjects.
Specific subject grades 6-8 when issued the appropriate endorsement.

Secondary Teaching Certificates

6-12 assignment in a subject with appropriate endorsement.
Only used to teach subjects for which an endorsement is earned.
An out-of-field assignment (no endorsement earned) is considered out of compliance is subject to a State Aid penalty.

Standard Teaching Certificate

Initial Cert is valid for up to 6 years, Subsequent Renewals valid for 5 years
RENEWAL REQUIRES: 150 hours (SCECH or DPPD) or 6 semester credit hours, or Master's Degree

Professional Education Certificate

Valid for up to 5 years
Progressing to Professional Cert requires 3-6 credits Reading Methods Courses, plus 3 credits Reading Diagnostics and 3 years of valid teaching experience
RENEWAL REQUIRES: 150 hours (SCECH or DPPD) or 6 semester credit hours

EXAMPLE

Course Dates	Course Prefix/Name	# Credits	Grade	Course Fee	Accredited University	Grade/Receipt Attached & Highlighted
1. 9/1/09-12/20/09	EDU 525 Educational Leadership	3	B	\$900.00	Eastern Mich. University	Yes
2. 1/4/2010-4/30/2010	EDU 542 Teaching of Math	3	A	\$900.00	Eastern Mich. University	Yes
3.						
4.						
5.						
TOTALS:						
					\$1,800.00	

Your Signature: John Brown (your signature is required)

NOTE: You will only be reimbursed for courses taken to renew your teaching certificate - up to a MAXIMUM OF 6 TOTAL CREDITS PER RENEWAL PERIOD

Courses for which there is no documentation attached - will not be reimbursed. You must provide all required information.
For questions about courses/credits that qualify for certificate renewals - please contact the MDE or visit their website at:
http://www.michigan.gov/mde/0,4615,7-140-5683_14795---,00.html

CONFERENCE REIMBURSEMENT FORM
 BRIGHTON AREA SCHOOLS
 DEPT. OF HUMAN RESOURCES



(Please print)

NAME:		EMP ID#:	DATE:
BUILDING:			
Conference Date	Conference Title	Conference Fee Only	Conference Sponsor
1.			Attendance Confirmation Attached & Highlighted
2.			
3.			
4.			
5.			
TOTALS:			
Your Signature: _____ (your signature is required)			
HUMAN RESOURCES/BUSINESS OFFICE USE:			
ACCOUNT: _____		DATE STAMP/RECEIVED BY HR:	
APPROVED AMOUNT: _____			
DATE PROCESSED: _____			

**Brighton Area Schools
Change of Address Form**

Name : _____

S.S. # _____

Previous Address:

Address & Street: _____

City, State, Zip _____

Phone No. _____

New Address:

Address & Street _____

City, State, Zip _____

Phone No. _____

Signature: _____

**BRIGHTON AREA SCHOOLS
TEACHER JOB ASSIGNMENT REQUEST FORM**

If you are interested in renewing a part time request (or job share) or would like to be considered for a teaching assignment transfer or FTE change, please indicate your choice(s) on this form and submit to your building principal. A copy must also be sent to Human Resources, by **March 1st** in order to be considered.

If you would like to remain in your current full time assignment, this form is not required.

(There is no guarantee that your assignment will be changed; however, the District will consider all requests and grant/deny transfers based on instructional programming, student/building needs and teaching certification, experience and seniority.)

NAME: _____

THIS IS A REQUEST FOR THE _____ SCHOOL YEAR

CURRENT LICENSURE _____

ASSIGNMENT Building _____

Subject/FTE _____ Grade Level _____

REQUEST TRANSFER TO:

1st Choice: Area: K-4 5-6 7-8 9-12 (circle one)

Building _____

Subject/FTE _____ Grade Level _____

Reason: _____

2nd Choice: Area: K-4 5-6 7-8 9-12 (circle one)

Building _____

Subject/FTE _____ Grade Level _____

Reason: _____

Employee Signature: _____ Date: _____

Principal Signature: _____ Date: _____

HR RECEIVED Date:



BRIGHTON AREA SCHOOLS REQUEST FOR LEAVE DAYS

Today's Date:

Name:
Dept. or Bldg:
Position:

This is a request for days off from: _____ thru _____

Total Number of Days Requested: _____

Reason for Request:

- Medical (Description): _____

- Personal (Description): _____

Are you requesting a Family Medical Leave? NO YES

If this is a request for Family Medical Leave, please contact Human Resources directly. Once this form is completed and signed, please submit to your Supervisor for approval.

Employee Signature	Date	Supervisor's Signature	Date
--------------------	------	------------------------	------

SUPERVISOR PLEASE COMPLETE BELOW AND RETURN A COPY TO EMPLOYEE. PLEASE ALSO FORWARD A COPY TO HUMAN RESOURCES FOR REVIEW:

Not Approved Approved: Paid Days: ____ Unpaid Days: ____ FMLA Sent: _____

(NOTE: Paid leave day approval is pending days used/available from leave bank)

COMMENTS: _____

Human Resources Approval	Date
--------------------------	------

2019-2020 Brighton Area Schools' Teacher Mentoring Program Log

MENTEE:	MENTOR:	MONTH:
----------------	----------------	---------------

Please give the completed Logs to your building principal at the end of each month. Mentors may NOT record anything of a confidential nature on the Logs or report such information to principals. Mentors should make and retain a copy of the Logs for themselves and their mentee. The Logs document contact time and may be submitted for PD credit if issues of teaching and learning are discussed. Address each of the designated topics at least once during the month. "Other" topics may be found on the checklist for monthly meetings.

Mentors are expected to meet consistently with their mentee:

- 1st Year Minimum 8 contacts per semester (no less than 1 per month), minimum of 30 hours throughout year which includes 2-5 Individual Conferences and at least 2 Classroom Observations.
- 2nd Year Minimum 8 contacts per semester (no less than 1 per month), minimum of 30 hours throughout year which includes 2-5 Individual Conferences and at least 1 Classroom Observation.
- 3rd Year Minimum 4 contacts per semester (no less than 1 per month), minimum of 15 hours throughout year which includes 2-5 Individual Conferences and at least 1 Classroom Observation.

___ New to Grade Level/Position ___ First year Mentee ___ 2nd Year Mentee ___ 3rd Year Mentee

Mentor Signature: _____ **Mentee Signature** _____ **Date submitted:** _____

The above teachers agree to all information presented in this document as true and accurate as submitted. (Blag Principal submit to Human Resources at end of year.)

Date & Time Spent	Topics Addressed	Discussion/ Plan	Reflection/ Next Steps
	Classroom Management		
	Curriculum Map/Lesson Plans		
	Standards /Assessments		
	IDP		
	Observations		
	Other (<i>Explain</i>)		
	Classroom Management		
	Curriculum Map/Lesson Plans		
	Standards /Assessments		
	IDP		
	Observations		
	Other (<i>Explain</i>)		
	Classroom Management		
	Curriculum Map/Lesson Plans		
	Standards /Assessments		
	IDP		
	Observations		
	Other (<i>Explain</i>)		

**Schedule B Payment Request Form
Non-Athletic**

I, _____ / _____
Name of Employee Employee ID #

has been appointed for the _____ year as the
_____ sponsor/position.

Please pay my Schedule B compensation in the following manner:

Amount: \$_____ (Check One)

_____ Bi-Weekly (divided equally for balance of pays to 3rd pay in May)

_____ Lump Sum (3rd pay in May/Exceptions: 5th Grade Camp & Drama production payments are paid following event.)

Sponsor

Bldg. Admin.

Date

Date

Office use only: HED #: _____

**Schedule C Payment Request Form
Non-Athletic**

I, _____ / _____
Name of Employee Employee ID #

has been appointed for the _____ year as the
_____ sponsor/position.

Please pay my Schedule C compensation in the following manner:

Amount: \$ _____ **(Check One)**

_____ Bi-Weekly (divided equally for balance of pays to 3rd pay in May)

_____ Lump Sum (3rd pay in May/Exceptions: 5th Grade Camp &
Drama production payments are paid following event.)

Sponsor

Bldg. Admin.

Date

Date

Office use only: HED #: _____

APPENDIX M

**Brighton Area Schools
Release Time Request Form**

Today's Date: _____

Name(s): _____

Requested Date: _____

Location: _____

Purpose for Release Time:

Request Approved: _____

Request Denied: _____

Rationale for Denial:

Administrator's Signature

Date -- Within two days of submitted request

cc: BEA President

Proposed Resolution and Rationale

Positives To Implementing This Proposal:

Negatives To Implementing This Proposal:

Ballot Box Tally:

YES <input type="checkbox"/>	Abstain <input type="checkbox"/>	Percentage YES <input type="checkbox"/>	Procedural Order: 1. Principal's signature: _____ 2. Building staff vote, AR signature: _____ 3. Superintendent signature: _____ 4. BEA Board of Director's approval: _____ 5. BEA President's signature: _____
NO <input type="checkbox"/>	Absent <input type="checkbox"/>	(Need 75% approval)	
		Percentage NO <input type="checkbox"/>	

Board of Directors Vote Tally:

YES <input type="checkbox"/>	Abstain <input type="checkbox"/>	Percentage YES <input type="checkbox"/>	Date Presented to the BEA Board of Directors: _____
NO <input type="checkbox"/>	Absent <input type="checkbox"/>	Percentage NO <input type="checkbox"/>	NOTE: Site based decisions are only implemented for one school year.

Site Based Decision Making

At the March 18, 1999 meeting of the BEA Board of Directors, the following procedure was adopted regarding site based decision making that is incongruent with our contract.

Article 5

H. The Board and the Association recognize the value of continuous improvement via Site Based Decision Making.

The parties recognize that in this process decisions may be made that are incongruent with this Agreement. Therefore, prior to implementation, any program must be approved by the Association and the Board of education or its designee.

“The parties will work together to encourage creative, effective educational Programs”.

Professional Agreement between Brighton Area Schools Board of Education and the Brighton Education Association.

1. Any proposal must be presented in a timely manner. It is recommended that any proposal be presented at least six weeks prior to proposed implementation.
2. Building administrator must first provide written approval from the Board of Education or their designee.
3. Presentation to BEA Board of Directors.
 - a. Complete and accurate account of building Association members vote totals, including: yes, no, abstain and absent. General guideline must be 75%. Please note that a vote of a least 75% does not translate to automatic approval of the proposal. All circumstances must be considered.
 - b. A list and explanation regarding both the positives and negatives of proposal.
4. The change in contract due to site based decision making shall be subject to the approval of a majority vote of the BEA Board of Directors, and is good for the school year it is proposed.

STANDARD FOR DISCIPLINE

1. Employees Not Subject to the Michigan Teacher's Tenure Act

Employees who are not subject to the Michigan Teacher's Tenure Act, including but not limited to Occupational Therapists, Physical Therapists, Speech Therapists, Nurses, School Social Workers or Teacher Consultants (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended) shall not be reprimanded, disciplined, discharged, reduced in rank without just cause.

2. Employees Subject to the Michigan Teacher's Tenure Act

Employees who are subject to the Michigan Teacher's Tenure Act shall not be disciplined for less than fifteen consecutive days without just cause, or thirty days total in the same school year without pay.

a. Arbitrary and Capricious

Any discipline greater than fifteen consecutive days without pay, or thirty days total in the same school year shall not be arbitrary or capricious. This standard signifies that a disciplinary decision must be supported by results of a disciplinary investigation and that any resulting disciplinary action must have a rational relationship to the teacher's conduct that forms the basis for a disciplinary decision.

Before imposing any disciplinary measure and to ensure that it is not arbitrary or capricious, the District shall investigate whether or not an employee has engaged in an offense, infraction or other misconduct that could

result in a disciplinary consequence. The District shall investigate the alleged violation before imposing a disciplinary measure upon the teacher. The employee who is the subject of the disciplinary allegation shall be provided with an opportunity to respond to those allegations as part of the investigation process.

If an investigation of employee conduct results in a determination that the teacher has engaged in an offense, infraction, misconduct or other behavior warranting discipline, the administrative decision as to the level of discipline shall be guided by the following standards to ensure it is not arbitrary or capricious:

- i. The adequacy of the evidence derived from investigation must support the need for disciplinary action.
- ii. The seriousness of the offense, infraction or misconduct.
- iii. The teacher's prior disciplinary and employment record.
- iv. How employees engaging in similar or like offenses, infractions or misconduct have been disciplined in past comparable circumstances involving similarly situated teachers.
- v. The existence of aggravating or mitigating factors.

Disciplinary measures include but are not limited to: oral warning, written warning, written reprimand, paid or unpaid suspension, and discharge. Any disciplinary actions must be made in accordance to any applicable procedures set forth in the Teachers' Tenure Act.

In the event that a competent appellate court of appropriate jurisdiction (to which there is no timely appeal filed) or the Michigan Supreme Court declares all or part of Public Acts 102 and/or 103 to be unconstitutional or otherwise legally invalid, or all or part of such Public Acts are repealed or modified, then the just cause standard for all bargaining unit members, regardless of the level of discipline, shall be reinstated into this section and the arbitrary and capricious standard shall no longer apply.

Book	Policy Manual
Section	3000 Professional Staff
Title	REDUCTIONS AND RECALLS OF TEACHERS
Code	po3131
Status	Active
Adopted	December 12, 2011
Last Revised	January 28, 2019

3131 - REDUCTIONS AND RECALLS OF TEACHERS

In making program and staffing decisions, the Board of Education shall retain the most effective teachers who are certified and qualified to instruct the courses within the established curriculum, academic levels and departments. The Board of Education shall determine the size of the teaching staff in response to curricular, fiscal, and other operating conditions and retains the exclusive right to do so. To the extent that such determinations involve the requirements of Section 1248 of the Revised School Code, MCL 380.1248, this policy shall guide the implementation of that statute.

To the extent that such determinations involve the adoption and implementation of a reform plan under Section 1280c of the Revised School Code (Priority Schools), MCL 380.1280c, and corresponding regulations and guidance, this policy and the District's reform plan shall control.

GENERAL PROVISIONS

- A. This policy applies to "teachers", which term refers to those District employees whose employment is regulated by the Teachers' Tenure Act, MCL 38.71, *et seq.*
- B. The Superintendent shall be responsible, acting within budgetary approval and consistent with any applicable school redesign plan approved by the Michigan Department of Education, for establishing the number and type of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing complement of faculty or that a reduction in teaching staff is necessary due to programmatic or curricular considerations (including, but not limited to, implementation of a school redesign plan), he/she shall recommend to the Board the number of teaching positions and the academic levels or departments to be reduced.
- C. Similarly, if after a reduction of teachers, the Superintendent determines that the District's programs and curriculum cannot be delivered through the existing complement of faculty and that sufficient funds are budgeted to support an increase in the number of teachers, he/she shall recommend to the Board the number of teachers to be added and the affected academic level(s) or department(s). If a school is operating under a redesign plan which authorizes a reduction in existing staff, recall of teachers is contingent upon compliance with the redesign plan.
- D. Decisions involving the reduction and recall of teachers shall be guided by the following:
 1. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the established curriculum, academic level(s), and department(s).
 - a. This policy shall not require retention or recall of a probationary or tenured teacher whose most recent performance evaluation contains an overall rating of "ineffective" or "minimally effective" in preference to any probationary or tenured teacher rated either "effective" or "highly effective", as reflected in that teacher's most recent performance evaluation.
 - b. A probationary teacher who is rated as "effective" or "highly effective" on his/her most recent annual year-end performance evaluation is not subject to being displaced under this policy by a tenured teacher solely because the other teacher has attained tenure under the Teachers' Tenure Act, MCL 38.71, *et seq.*

2. All teachers must be properly certified, approved, or authorized for all aspects of their assignments. The certification, authorization, or approval status of a teacher shall be:
 - a. Determined by applicable statutes and regulatory authority, including, but not limited to, the Revised School Code, the Teacher Certification Code, and the Michigan Department of Education's Rules for Special Education Programs and Services; and
 - b. Based upon documentation on file with the Superintendent's office. A teacher shall maintain current and valid certification, approval or authorization, as applicable, and shall be responsible for filing a copy of his/her teaching certificate, approval, or authorization with the Superintendent's office in compliance with Section 1532 of the Revised School Code, MCL 380.1532. If a teacher petitions for nullification of his/her teaching certificate or any endorsement, he/she shall promptly provide written notice of that petition to the Superintendent's office.
3. All teachers must be qualified for all aspects of their assignments, as determined by the Board based upon documentation on file with the Superintendent's office and considering:
 - a. Compliance with applicable state or federal regulatory standards, including, but not limited to, those standards established as a condition to receipt of foundation, grant, or categorical funding;
 - b. Compliance with applicable accreditation requirements;
 - c. A teacher's professional training and academic preparation for an instructional assignment that are anticipated to contribute to the teacher's effectiveness in that assignment;
 - d. Formal or specialized training in the subject area(s) or grade level(s);
 - e. Completed college and continuing education courses and professional development in the instructional subject area(s);
 - f. A teacher's prior teaching experience that is relevant to an instructional assignment and that is anticipated to contribute to the teacher's effectiveness in that assignment. This may include, but is not limited to, consideration of the following factors:
 1. The building and department, academic level and grade level;
 2. Instructional subjects;
 3. Recency of relevant and comparable teaching assignments; and
 4. Previous effectiveness ratings;
4. All teachers shall supply to the District current information and documentation supporting the teacher's qualifications, as provided above. Reduction and recall decisions shall be based on the teacher's certification and qualifications, as reflected in the District's records, at the time that such decisions are made. It is the laid-off teacher's responsibility to maintain current contact information (address, phone and e-mail address) in the Superintendent's office. Failure to maintain current contact information may negatively impact the recall of an eligible teacher under this policy;
5. All teacher reductions and recalls are subject to formal action and approval by the Board of Education
6. Before the Board of Education decides to implement a teacher reduction of identified teachers, the Superintendent shall notify in writing, each affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction;
7. The Superintendent shall provide written notice of Board-approved layoff or recall decisions to each affected teacher; and
8. A teacher's length of service with this District or the teacher's attainment of tenure under the Teacher's Tenure Act shall not be the primary or determining factor in layoff and recall decisions.

9. If the layoff or recall decision involves two (2) or more teachers and each has the same year-end evaluation score used to determine the teacher's effectiveness rating under the performance evaluation system adopted by the Board to implement Section 1249 of the Revised School Code, a tenured teacher has priority over a probationary teacher and, among tenured teachers, the teacher's seniority (as established by the most recent seniority list for the bargaining unit to which the tenured teachers belong) will determine preference for reduction and recall.

Reduction in Staff Process:

All teacher layoff decisions shall be implemented by the following process:

- A. If one (1) or more teaching positions are to be reduced, the Superintendent shall first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a teacher for layoff shall be based upon the year-end evaluation score used to determine each teacher's effectiveness rating under the performance evaluation system adopted by the Board to implement Section 1249 of the Revised School Code.
- B. Teachers within the affected academic level(s) or department(s), who are certified and qualified for the remaining positions and who have the highest effectiveness scores will be retained and the teachers within the affected academic level(s) or department(s) who have the lowest effectiveness scores will be laid-off.
- C. When a teaching position has been identified for reduction and there exists a concurrently vacant teaching position for which the incumbent teacher in the position to be reduced is both certified and qualified, and if that teacher has received an overall rating of at least "effective" on his/her most recent year-end performance evaluation, that teacher may be assigned to the vacant position unless the Superintendent determines that the educational interests of the District would not be furthered by that assignment.
- D. If more than one teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant teaching assignment, the teacher with the highest year-end evaluation score used to determine the teacher's effectiveness rating under the performance evaluation system adopted by the Board to implement Section 1249 of the Revised School Code shall be afforded priority for the assignment unless the Superintendent determines that the educational interests of the District would not be furthered by that assignment.

Recall Process

- A. A teacher is eligible for recall under this Policy for 12 months following the month in which the layoff becomes effective
- B. The Superintendent shall first identify the academic level(s) or department(s) where a teaching vacancy exists.
- C. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign on-staff teachers to fill vacancies in accordance with District Policy 3120/3130 Teacher Placement.
- D. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take the following actions to fill a vacancy:
 1. Recall the laid-off teacher with the highest effectiveness score on his/her most recent year-end evaluation under the performance evaluation system adopted by the Board to implement Section 1249 of the Revised School Code and who is certified and qualified for the vacancy.
 2. Post the vacancy and consider all applicants if the Superintendent determines (i) that the District's educational interests would not be furthered by recalling the laid-off teacher with the highest effectiveness score on his/her most recent year-end evaluation; or (ii) that no teacher on layoff meets the certification and qualification requirements for the position as otherwise stated herein.
- E. The District will provide written notice of the Board's recall decision to any recalled teachers and establish the time within which the teacher must accept recall, in writing, in order to preserve the teacher's employment rights.
- F. A teacher who is recalled and fails to accept recall by the time designated in the recall notice or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, shall forfeit all rights to recall and continued employment unless the Superintendent, in his/her sole discretion, has extended the time limitation, in writing.

Book	Policy Manual
Section	3000 Professional Staff
Title	STAFF DISCIPLINE
Code	po3139
Status	Active
Adopted	May 21, 2012
Last Revised	January 8, 2018

3139 - **STAFF DISCIPLINE**

Whenever it becomes necessary to discipline a member of the staff, the Superintendent shall utilize related procedures described in the current negotiated agreement, to the extent not inconsistent with the current negotiated agreement, the following principles and procedures.

A teacher may only be discharged, demoted or otherwise disciplined for a reason that is not arbitrary or capricious. In all instances, discipline, discharge and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code.

The administrator/Superintendent shall conduct an investigation of any alleged act or omission by a teacher that could result in disciplinary action. The teacher shall be provided with oral or written notice of the issue or incident being investigated.

The investigation shall include, at a minimum, interviews of appropriate persons and a meeting with the subject teacher and, if requested or if required by the bargaining agreement, his/her designated representative (either another employee or a union representative if part of a bargaining unit) to allow the teacher an opportunity to respond to the complaint. Prior notice of this meeting shall be provided to the teacher for any discipline that may result in a suspension or loss of pay. The meeting shall not proceed without the teacher's designated representative; however, the meeting shall not be unduly delayed to secure the attendance of the teacher's preferred representative. The District may substitute another representative from the union to timely process the investigation.

After completion of the investigation, if discipline is to be imposed, the teacher shall receive written notice of the discipline and this notice shall also be placed in the teacher's file.

Discipline may include, but is not limited to:

- A. written warning;
- B. written reprimand;
- C. suspension (paid or unpaid);
- D. discharge;
- E. financial penalty in accordance with Michigan law.

The District does not have to apply discipline in a progressive manner, but, rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this policy limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during the pendency of an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

If it appears that disciplinary action beyond written reprimand may be necessary, the administrator should contact the Superintendent to discuss the disciplinary action that is to be taken.

The following disciplinary actions may only be imposed by the Board in adherence with the requirements of the Teacher Tenure Act:

- A. discharge of a tenured or probationary teacher;
- B. demotion of a tenured teacher (which includes suspension for fifteen (15) or more consecutive days without pay or a reduction in compensation by more than equivalent of thirty (30) days compensation in one (1) school year);
- C. non-renewal of a probationary teacher.

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Legal

M.C.L. 38.101 et seq., 38.74, 380.1230d, 380.1535a

2019-20 Calendar

AUGUST	21	Wed	<u>Opening Day/PD</u>
	22	Thur	<u>Optional PD</u>
	26	Mon	First Day of School - FULL DAY for students JK-12
	30	Fri	<u>NO SCHOOL - LABOR DAY RECESS</u>
SEPTEMBER	2	Mon	<u>NO SCHOOL - LABOR DAY RECESS</u>
NOVEMBER	1	Fri	<u>END OF 1st Quarter - Grades 7 - 12</u>
	5	Tues	<u>NO SCHOOL Students, Records Day 7-12/JK-6th Conferences (PD offered)</u>
	20	Wed	<u>END OF FIRST TRIMESTER JK - 6</u>
	27	Wed	NO SCHOOL FOR STUDENTS Records Day JK-6th Grades/7-12 Records (PD offered) <i>*Up to 3 hrs. of comp. time may be requested for logged conferences.</i>
	28/29	TH/F	<u>NO SCHOOL - THANKSGIVING RECESS</u>
DECEMBER	23	Mon	<u>NO SCHOOL for Students and Staff WINTER RECESS</u>
JANUARY	6	Mon	SCHOOL RESUMES
	17	Fri	<u>END OF 1st SEMESTER (2nd Quarter) - GRADES 7 - 12</u>
	20	Mon	NO SCHOOL - 7-12 Records Day/JK-6 PD will be offered
FEBRUARY	28	Fri	<u>END OF SECOND TRIMESTER JK - 6</u>
MARCH	2	Mon	NO SCHOOL - JK-6 Records Day/7-12 PD will be offered
	27	Fri	<u>END OF 3rd Quarter - Grades 7 - 12</u>
	30	Mon	<u>NO SCHOOL - SPRING RECESS BEGINS</u>
APRIL	6	Mon	SCHOOL RESUMES
	10	Fri	<u>NO SCHOOL (Records/Conference Comp Day)</u>
MAY	25	Mon	<u>NO SCHOOL - MEMORIAL DAY RECESS</u>
JUNE	5	Fri	HALF DAY - Grades JK-12

Important Contract Dates

August

31st 2022 Duration of professional agreement (the contract) expires

October

30th Schedule B payments to those electing on payment 1st check
Longevity payment/TSA deposit
Teachers changing salary track (column) second semester must notify HR(in writing)

November Open enrollment to choose Plan A-E for health insurance

December

Employees can change the amount deducted for TSA

January

Employees can change the amount deducted for TSA

February

Schedule B – last half payment – 1st check

March

1st Part-time schedule request form to District and BEA
1st Employees on leave must notify the District and BEA of return (in writing)
1st Employees request to transfer sent to District and BEA
1st Retirement notification deadline (with 12 years service/payment of unused leave days at \$35 per unused day)

April

Employees can change amount deducted for TSA

May

Deadline for retiring teachers to elect Plan C health insurance option

June

30th Teachers notified of their tentative assignments for next year (by last teacher day)
Last day for teachers to turn in course work for tuition reimbursement

July

1st Deadline to notify payroll if depositing longevity into TSA
1st Deadline for teachers changing salary track (column) in the fall to notify HR (in writing)
1st Deadline to notify payroll if changing number of pays per year
31st Teachers notified of MESSA contribution amount and schedule of deductions