

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE
BERKLEY SCHOOL DISTRICT
AND THE
BERKLEY ASSOCIATION OF ADULT EDUCATORS

2012-13

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AGREEMENT

This Agreement entered into this **9th day of July, 2012, effective July 1, 2012**, by and between the Board of Education of the Berkley School District, hereinafter called the "Board" and the Berkley Association of Adult Educators, a nonprofit incorporated body under the laws of the State of Michigan, hereinafter called the "Association".

PREAMBLE

The Berkley Association of Adult Educators, MEA-NEA and the Board of Education of the Berkley School District, hereby affirm their mutual interest in the development of educational programs of the highest quality, consistent with community resources, for the benefit of the students and the Berkley School District community and their recognition of teaching as a public trust and a professional calling.

WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, and amended in June, 1973, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment.

NOW THEREFORE, it is agreed:

ARTICLE I

Recognition

Section 1 The Board recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 379, Public Acts of Michigan 1965, for all adult and continuing education teachers excluding leisure time teacher as defined in Michigan Employment Relations Commission Certification of Representative Case No. R87 - J-280 of December 28, 1987. The term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.

Section 2 The Board agrees not to negotiate with any teacher or teacher organization other than the Association with respect to wages, hours, terms and conditions of employment for teachers covered by this Agreement for the duration of this Agreement.

Section 3 For all items of this contract, and in all areas of employment, all non-certified professional personnel who are fully approved, certified or licensed by the State Department of Licensing and Regulation shall enjoy all rights and privileges guaranteed to certified tenure teachers under this contract. This shall include the right to due process with the right to administrative hearings before the Superintendent and hearings before the Board in the event

of disciplinary action, demotion, or dismissal. Each educator shall have the right to have a representative of his/her choice present at such hearings.

Section 4

- A. The parties agree that every teacher suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 569 of the School Code and that every such contract shall contain the following:

"This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of teachers employed by the Board.

The terms of such collective labor agreement are incorporated herein, and by accepting this contract, you agree to be bound by all such terms including wage deduction provisions thereof."

Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties of the effective date of this agreement, join the Association or pay a service fee to the Association, equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

- B. (See Appendix B).
- C. In the event a bargaining unit member does not pay the dues or service fee directly to the Association the Board shall, at the

request of the Association, terminate the employment of such bargaining unit member forthwith. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment. (See Appendix B)

- D. The Association shall in all cases of noncompliance with this Article, notify the bargaining unit member by certified mail, return receipt requested. Such notice shall detail the noncompliance and shall provide for ten (10) days for compliance, and shall further advise the bargaining unit member that a request for discharge may be filed with the Board in the event compliance is not effected.
- E. (See Appendix B).
- F. The only exceptions to the above shall be those teachers that inform the Association, in writing, prior to September 1st of each year of their intent to pay their dues in one cash payment. Should this cash payment not be received by October 15th of each year, Section A above will be enacted.
- G. In the event of any action against the Board brought in a court of administrative agency because of its compliance with Section 1-4 (Agency Shop provision) of this Agreement, the Association agrees to defend such action, at its own expense and through its own

counsel, provided:

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

Section 5 The Association agrees that in any action so defended, it will indemnify and hold harmless, the Board and Administration from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with section 1-4, but this does not include any liability for unemployment compensation.

Section 6 It is expressly understood that all provisions contained in this Article will fall within the guidelines as established by the appropriate court of jurisdiction.

ARTICLE II

Board Rights and Responsibilities

Section 1 The Board, on its own behalf and on behalf of the electors of the school district, hereby retain and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way

of illustration and not by way of limitation, the right to, subject to the terms and conditions of this Agreement.

- A. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the Berkley School District.
- B. Continue its right, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule of all the foregoing.
- C. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees in keeping with accepted professional responsibilities, determine the size of the work force and to pay off employees.
- D. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the administrative work of the District.
- E. Determine the policy affecting the selection, testing, or training of prospective employees. This includes passing an employment physical.

Section 2 In meeting such responsibilities, the Board acts through its administrative staff. The Board and administrative staff shall be free to exercise all of its managerial rights and authority subject to the terms and conditions of this Agreement.

Section 3 The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein or not such rights have been exercised by the Board in the past.

ARTICLE III

Association Rights and Responsibilities

Section 1 The Board will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his/her membership in or participation in the activities of the Association.

Section 2 The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board and the Association agrees to be bound by any lawful order or award thereof.

Section 3 The Board grants the Association the right to the reasonable use of school premises for its professional or business meetings upon the prior

written request made by the Association and approved by the Superintendent or his/her designee. The Association agrees to pay any overtime costs for use of facilities which may be incurred by the Board.

Section 4 No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises.

Section 5 The Board shall designate a bulletin board or an adequate portion thereof in each building for the posting of Association business notices and social announcements. All such notices or announcements, shall contain the signature of an Association official.

Section 6 The Association will have access to teacher mail boxes, e-mail and interschool mail for its business notices and social announcements. A copy of all informational announcements, questionnaires, surveys, evaluation, and other general membership distributions or circulations initiated by the Berkley Association of Adult Educators shall be given to the Dean of Tri-County Educational Center and a copy sent to the Superintendent at the time of such distribution or circulation.

Neither the Berkley Association of Adult Educators nor any of its members shall contact any outside agency or organization or vendor on behalf of the Berkley School District for the purpose of seeking advice, counsel, making

purchases, or acquiring services, or support without the express permission of the appropriate administrator.

Section 7 The Board agrees to furnish to the Association, in response to requests, copies of all available public information concerning the financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of teachers. The Board also agrees to provide the Association such information as may be necessary for the Association to process any grievance or complaint.

ARTICLE IV

Professional Grievance Negotiation Procedures

Section 1 Definitions

- A. A "grievance" is a claim of violation of this contract or a dispute as to the interpretation of application of this contract or board policy regarding layoff, recall, transfers and vacancies.
- B. The "aggrieved person" is the person making the claim.
- C. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
- D. A "party of interest" is a teacher or school board member who might be required to take action or against whom action might be taken in order to resolve the problem.

- E. The term "days" shall mean calendar days, excluding vacation periods which fall within the limits of the school year.

Section 2 Purpose

The primary purpose of this procedure is to secure at the lowest possible level, equitable solutions to the grievance arising under this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter formally with any appropriate member of the Administration or proceeding independently as described in Section 5 of this Article up to but not including level 4.

Section 3 Structure

- A. The Association will notify the Administration of the identity of the Association Representative.
- B. The Association shall have a professional grievance committee and the Administration shall be notified of the identity of same.
- C. The Board shall designate its representatives when the grievance involves more than one school building and the Association shall be notified of the identity of the same.

Section 4 Any teacher who has a complaint may discuss it with his/her

immediate supervisor, either individually or with his/her Association Representative.

- A. Level One - Any teacher having a grievance shall, within fifteen (15) calendar days from the occurrence of the event upon which the grievance is based, serve a written grievance upon his/her building administrator and discuss the same with his/her building administrator, either individually or together with his/her Association Representative. The building administrator shall attempt to resolve the same and render the disposition, in writing, within ten (10) calendar days after the date of presentation.
- B. Level Two - In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if the grievance has not been resolved within ten (10) calendar days after the date of presentation of the written grievance at Level One, the aggrieved person may submit his/her grievance to the Superintendent of Schools or his/her designee within twenty-eight (28) calendar days from the date of the event upon which the grievance is based. A copy of said grievance shall be served upon the aggrieved party's building administrator at the same time the grievance is submitted to the Superintendent. Within fifteen (15) calendar days from the receipt of the grievance, the Superintendent

or his/her designee shall meet with the parties and render a written decision.

- C. Level Three - In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within fifteen (15) calendar days from the date of receipt of the grievance by the Superintendent, he/she may, within forth-three (43) calendar days from the event upon which the grievance is based, refer the grievance to the Board of Education's Review Committee. This Committee shall be composed solely of members of the Board of Education or its designated representatives, provided, however, that at least one member of the Board of Education shall be a member of said Committee. Within ten (10) calendar days from receipt of the written referral by the Board, its Review Committee shall meet with the Association Representative for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered within ten (10) calendar days.
- D. Level Four - In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) calendar day period, the grievance will be submitted to binding arbitration, provided that the party desiring such binding arbitration

shall serve written notice of the request for submission to arbitration upon the other party within five (5) calendar days following the date of the disposition of the grievance under Level Three. Following the written notice of the request for submission to arbitration, the Association and a Committee of the Board or its designee shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) calendar days after the date of the request for submission to arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association.

The Arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the Arbitration shall be paid by the party calling such witness or requesting such participant.

The Arbitrator shall render his/her opinion only with respect to the particular grievance submitted to him/her and such opinion shall be binding upon the Board and the Association.

It shall be the function of the Arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations of this Agreement.

- A. He/she shall have no power to change the legal substance of this Agreement.
- B. He/she shall have no power to establish salary scales.

Section 5 In the event of a grievance filed alleging a violation of this contract by a central office administrator, the grievance shall be filed at Level II.

Section 6 Rights of Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person; provided, however, that any teacher may in no event be represented by an office, agent or other representative of any organization other than the Association or its affiliates. Provided further, when a teacher is not represented by the Association, the Association may, by administrative action, be present and state its views at all stages of the grievance proceeding.

Section 7 Miscellaneous

- A. Forms for filing and processing grievances, which shall be reproduced by the Association, shall be available from the Association Representative in each building.
- B. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual consent in writing.
- C. If the grievance is filed on or after May 1st, the time limits shall be

reduced by mutual consent in order to effect a solution prior to the end of the school year or as soon thereafter as is possible.

- D. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Representative, the grievance affects a group of teachers, the Association may process the grievance with the permission of the aggrieved at the appropriate level.
- E. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- F. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted at any step of the grievance procedure, up to but not including level 4 (binding arbitration) without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such presentation and adjustment.
- G. Decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest.

ARTICLE V

Teacher Evaluation and Progress

(See Appendix B)

ARTICLE VI

Teacher Rights and Responsibilities

Section 1 Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable Civil Service Laws and Regulations. The rights granted hereunder to the teachers shall be in addition to those provided elsewhere.

Section 2 Teachers shall be entitled to full rights of citizenship and no lawful religious or political activity of any teacher, or lack thereof, shall be grounds for any discrimination or discipline with respect to the professional employment of such teacher; provided, however, that no teacher shall engage in any religious or political activity in the course of his/her school day employment.

Section 3 The Association and the teachers recognize it is neither their function nor right to assume administrative responsibilities unless directly assigned and agreed to by the teacher. The teacher recognizes his/her responsibility to uphold and hereby agrees to uphold, all written policies, written rules, and written regulations promulgated by the Board, providing those policies,

rules and regulations are not in conflict with this Agreement. To this end, staff handbooks which contain school rules and regulations will be given to teachers. In addition, a copy of the school district's policy manual will be available to teachers, upon request.

Section 4 The management of students during the school day is an integral part of every professional educator's responsibility, and therefore, all professional educators shall take appropriate and effective action to promote conditions in school buildings and on school property which are conducive to good discipline

Section 5 The Association and the teachers recognize the responsibility to implement the philosophy, goals, objectives, and curriculum as adopted by the Board.

Section 6 In addition to teaching, the normal work load for full and part time teachers will include:

- A. Planning and preparing for class.
- B. Evaluating pupil progress.
- C. Reporting evaluations of pupil progress to the school administration and to the students who they teach at appropriate times during the year.
- D. Consulting with colleagues on identified educational issues at mutually agreed upon times.

- E. Participating in attendance follow up and other retention activities.
- F. Appropriate other duties as assigned and mutually agreed to by the teacher.

ARTICLE VII

Teacher Protection

Section 1 A teacher may remove a student from a classroom to the appropriate administrative office for one class session, when in the judgment of the teacher, a serious offense, persistence of misbehavior, or the disruptive actions of the student, makes the continued presence of the student in the classroom, intolerable. In such case, the teacher will furnish the supervisor full particulars of the incident before the end of the school day.

The supervisor will consult with the teacher on a course of action before the next scheduled time of the class.

The supervisor shall determine the appropriate action to be taken. The teacher may be required to furnish the supervisor full particulars of the incident in writing.

Section 2 Any written complaint directed toward a teacher and made to an administrator or Board member, or any complaint made by a person acting in behalf of the administration, must be promptly and objectively reported, in writing, to the teacher in question. No complaint shall be included in the

personnel file of the teacher, until said teacher is given the opportunity to attach a written reply to the complaint. In addition, the teacher may request a hearing with the appropriate administrators. A representative of the Association may be present. If any questions of breach of professional ethics on the part of the teacher is involved, the Association shall be notified.

Section 3 Teachers shall observe all written rules concerning discipline of students as are established by the Board and the State of Michigan under Public Act 290. 1964, in the event criminal or civil proceedings are brought against any teacher in the course of his/her employment, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such teacher. In the event the Board refuses to furnish counsel and the teacher ultimately is found not guilty, the Board will fully reimburse the teacher for legal counsel fees expended. The teacher shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the teacher, excluding any legal fees paid by insurance or other sources.

Section 4

- A. Any incident of assault on a teacher shall be immediately reported, by the principal, to the Superintendent.
- B. In the event of legal action resulting from an incident of assault on a teacher, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such teacher. In

the event the Board refuses to furnish counsel and the teacher ultimately is upheld by the courts in such action, the Board will fully reimburse the teacher for legal counsel fees expended. The teacher shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the teacher excluding any legal fees paid by insurance or other sources.

Section 5 Time lost by a teacher in connection with any justifiable incident mentioned in this Article shall not be charged against the teacher.

Section 6 No material that affects tenure or the teacher's standing in the district originating after initial employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall signature be interpreted to mean agreement with the content of the material.

Section 7 A teacher will have the right to review the contents of all records of the district pertaining to said teacher, originating after original

employment, excluding confidential recommendations, and to have a representative of the Association accompany him/her in such review.

Section 8 Any action taken against a member not covered by the Tenure Act including discipline, demotion, or discharge, shall be for reasonable and just cause and appropriate to the behavior which precipitated such action. Any action taken against a member covered by the Tenure Act shall not be for reasons that are arbitrary and capricious and **shall be** appropriate to the behavior which precipitated such action.

Section 9 If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be entitled to have a representative of the Association present. Whenever a teacher shall meet with an administrator, and such meeting will result in disciplinary action, the administrator shall notify the teacher of the purpose of the meeting prior to beginning the meeting, and notify the teacher of his/her right to representation. If the teacher requests representation, no further action or discussion shall take place until a representative of the Association appears, which shall in all cases, be within two (2) work days.

Section 10 If a teacher is injured in the course of employment, free medical, surgical, or hospital care shall be furnished by the Board at a designated medical facility for the initial visit. Subsequent medical care may be pursued at a medical facility chosen by the teacher as provided under the Worker's Disability Compensation Act.

ARTICLE VIII

Teaching Hours and Teaching Load

Assignments and Layoffs

Section 1 (See Appendix B).

Section 2 Seniority shall be defined as the number of years or pro-rata years the teacher has been employed by the Board in the Adult/Continuing Education Unit, except that those teachers retired under the M.P.S.E.R.S. system will be placed at the last steps of the seniority list.

Section 3 Teachers shall receive pay in accordance with the salary schedule reflected in Appendix A. Extra service time mutually agreed to will be paid at the appropriate flat hourly amount as designated in Appendix A.

Section 4 A full day of teaching will include four (4) ninety (90) minute class periods per day. Said class periods do not have to necessarily be contiguous, and will be assigned according to student enrollment. Teachers will be assigned no more than 120 students per day, inclusive of traditional blended and seat time waiver students.

Work week definition/detail:

Typical M – Thu 7:45 a.m. – 2:35 p.m. (Less) lunch period (duty free)	6 hours 50 minutes <u> (30 minutes)</u> 6 hours 20 minutes
M – Thu total (x4 above)	25 hours 20 minutes
Friday (no lunch) 7:45 a.m. – 11:00 a.m.	<u>3 hours 15 minutes</u>
Total Instructional hours/week	28 hours 35 minutes
Before/After School (15 minutes/day)	1 hour 15 minutes
Preparation/Staff Meeting Time	<u>5 hours 10 minutes*</u>
Full Work Week	35 hours 0 minutes**

* Fridays – after students are released beginning at 11:00 a.m. through 2:35 p.m. is considered a component of a teacher’s preparation time. Dean of students can schedule 3 hours every 4 weeks for staff meeting purposes on Friday(s) after students are released.

** Please refer to Article VI, Section 6, paragraphs A – F which defines normal duties in addition to teaching responsibilities.

Note: BAAE staff and the TCEC program will recognize the Berkley School District’s professional development calendar.

(See Appendix B) and Letter of Understanding “Advisory Committee TCEC”.

Section 5 Any class that continues through the fifth day of classes will not be canceled.

Section 6 (See Appendix B).

ARTICLE IX

Paid/Unpaid Leave Policy

- I. Sick Leave and Personal Leave, Jury Duty, Child Bearing and/or Childrearing

Section 1 Sick leave shall be defined as:

- A. The personal illness of an employee.
- B. The physical impairment or disability of an employee as a result of an accident, injury, or pregnancy.
- C. The illness or injury of a member of the employee's immediate family.

Section 2 Personal leave shall be defined as absence for the transaction of business which cannot be reasonably transacted outside of school hours.

Section 3 All teachers shall receive leave time annually as follows:

<u>If scheduled work week is:</u>	<u>Then annual leave time is:</u>
30 hours or more	78 hours
23 – 29.99 hours	60 hours
15 – 22.99 hours	42 hours
8 – 14.99 hours	18 hours

Any unused leave time will accumulate up to 1200 hours.

Section 4 Any teacher who is absent because of an injury compensable under the Michigan Workers' Compensation Law, shall receive from the Board, the difference between the allowance under the worker's compensation Law and his/her regular salary for the duration of the absence due to injury up to a limit

of three hundred sixty-five (365) calendar days. However, in no event shall a teacher receive an amount which exceeds his/her salary.

The difference between such regular daily salary payment and the daily amount received under the Worker's compensation Law shall be divided by the teacher's regular daily salary for each day or days of absence and the quotient thereof shall be chargeable to and deducted from the teacher's common sick leave bank. If the absence continues beyond three hundred sixty-five (365) days, further absences shall be charged pro-rated to the teacher's personal accumulative sick leave bank.

Teachers absent due to such injury/illness shall continue to accrue seniority, salary credit and advancement, and all other rights and benefits as provided by this Agreement for the duration of the illness. Eligibility for insurance benefits will be maintained for a minimum of twelve (12) months and for as long as the teacher continues to receive paid leave under either the teachers' common sick leave bank or the teacher's personal accumulative sick leave bank.

Section 5 Should the Board have cause to believe that a teacher is abusing the sick leave policy, the Board may require a physician's statement prior to other time the teacher returns to school.

Section 6 Any teacher who is unable to return to duty following two (2) consecutive weeks of illness as defined in Section 1 above may be required to

present a certificate of ableness signed by a physician to the Superintendent before returning to work. The Board reserves the right to require the teacher to be examined by a Board designated physician at Board expense.

Section 7 Teachers who are medically unable to fulfill their duties and have no leave days remaining shall be allowed leave without pay for up to eight (8) school weeks without effect upon their job status. Additional unpaid leave may be granted upon the approval of the Superintendent or his/her designee.

Section 8 Notification of leave shall be filed with the supervisor as far in advance as practicable. Improper use of leave will result in the loss of salary for the day or days in question. Examples of unacceptable uses of leave days include:

- A. Recreational pursuits.
- B. Other employment except with administrative approval.
- C. Social functions.
- D. Travel
- E. Child care (except in emergency situations).
- F. Economic gains.
- G. Extension of holidays, vacations, or other school recesses.

Section 9 Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

- A. Such time as is necessary up to a maximum of five (5) consecutive days per occurrence for a death in the immediate family. The immediate family shall include father, mother, father-in-law, mother-in-law, spouse, sister, brother and children.
- B. Any administratively required medical examination and/or agreed upon continuing treatment.

Jury Duty

Section 10 A leave of absence may be granted for jury service. The Board will pay an amount equal to the difference between the teacher's daily salary and the daily jury fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which he/she would otherwise have been scheduled to work, under the procedure established by the Business Office.

Childbearing and/or Childrearing Leave

Section 11

- A. The Board will grant a leave of absence for maternity, adoption, or child care reasons, without salary, to any member of the bargaining unit upon written request for such leave for up to the remainder of the school year in which the leave commences plus the next school year. The duration of the leave will be at the teacher's option. In no event, however, shall the leave be taken for a period less than the balance of the term in which the leave occurs.

An extension of the leave of absence may be granted upon the recommendation of the Superintendent. Whenever possible, a bargaining unit member requesting such leave shall file a request in writing, at least thirty (30) days prior to the expected birth, adoption of the child, or the commencement of the child care leave.

- B. Before returning to work, the employee must be certified by his/her physician as ready and able to return to his/her full work assignment.
- C. In the event of miscarriage or death of the infant after the leave of absence has commenced, the leave of absence shall be terminated at the beginning of the next term upon written request of the teacher.
- D. In the event of a miscarriage or abortion, the school district's sick leave policy shall apply.
- E. A teacher adopting a child shall be entitled, upon request, to a leave to commence at any time during the first school year after receiving custody of the child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. Whenever possible, the thirty (30) day notice period shall apply in these situations.
- F. The Board shall provide health insurance to all those electing to be

covered by Board paid health insurance prior to the leave for up to twelve (12) weeks during such leave at the teacher's option.

G. FMLA Leave: Upon the exhaustion of a teacher's sick leave days, the Board shall provide an unpaid leave of up to twelve (12) weeks to all teachers that request it for reasons covered by the Family Medical Leave Act. Board paid Health insurance shall be provided to all teachers who are entitled to health insurance for the duration of the leave.

ARTICLE X

Professional Compensation

Section 1 The salaries of teachers covered by this Agreement are set forth in the Appendices which are attached to and made part of this Agreement.

Section 2 The Board may allow credit on the appropriate salary schedule for new teachers for years of service in other school districts as a teacher up to and including seven (7) years.

Section 3 Payroll Procedures:

A. All authorizations for payroll deductions will be made on the appropriate forms for: United Way, additional health, accident, auto, and life insurance, credit union, tax-deferred annuities, and any other items mutually agreed to by the Board and the Association. (See Appendix B)

- B. Paychecks will be distributed bi-weekly on Fridays. If a payday falls on a holiday or vacation day when the business office is open, checks will be available for pickup by the employee at the business office on that day. If a payday falls on a holiday or vacation day when the business office is closed, checks will be available for pickup at the business office on the last day that the business office is open preceding the payday.
- C. The effective date of advancement on the salary schedule for full time teachers due to the attainment of advanced degrees shall be the date which the degree is completed.

In order to qualify for a higher level on the salary schedule, a full-time teacher must present documentation from an accredited college or university verifying attainment of an advanced degree.

If application is made during the school year in which the degree was earned, payment will be made, retroactively, if necessary, effective the date of completion. If application is not made by the full-time teacher in a timely fashion as described above, the effective date will be the beginning of the school year in which application is received.

Section 4 On any day when school sessions are scheduled, but that schedule is canceled by the Superintendent due to weather or other conditions

beyond control, and this official closing is announced on radio stations, then the following provision for teachers will prevail:

If the announcement states that schools are closed, teachers are not to report and will receive full pay. However, when one or more, but not all buildings are closed for a localized emergency condition, the Superintendent shall have the prerogative to assign staff from said building(s) to another location or locations in the district for professional purposes commencing with the second day of such occurrence. If, due to severe weather conditions, a teacher is unable to report on a day when Berkley Schools are in session, a teacher may use a leave day in lieu of pay loss.

Section 5 Teachers required to drive personal automobiles in the course of their employment, or otherwise using their automobiles in authorized service to the district, shall be reimbursed for approved mileage at a uniform rate established by the Board which is in accordance with standard IRS rates.

Section 6 The Board will provide \$100,000 to cover medical insurance and cash in lieu for all full-time participants (full-time defined as 30 or more hours per week) and part-time teachers (for 10-14 full-time participants) to cover medical insurance and cash in lieu of costs. Teachers electing medical coverage will be covered first up to the Hard Cap amounts and the remaining dollars will be spread evenly between the cash in lieu teachers. The cash in lieu of amount shall not exceed the single subscriber amount of \$458.33 for 2012-13.

- A. For those teachers who regularly receive at least twelve (12) hours but less than 30 remuneration per week and/or do not select medical coverage, the Board will pay \$350 per month to each eligible member.
- B. The following is for teachers who receive at least 30 hours or more remuneration per week and select medical coverage:

Effective September 1, 2012, the District shall pay the annual amounts towards the total cost of the MESSA medical premium and Health Equity (HEQ) Health Savings Account (HSA) funding described below for each plan year:

- \$5,500 for Single Subscribers
- \$11,000 for Self and Spouse Subscribers
- \$15,000 for Self and Child* and Family Subscribers

* Should legislation occur that would define Self and Child the same as Self and Spouse, the Hard Cap amount for Self and Child would change to the Self and Spouse.

These annual District paid amounts shall adjust annually beginning on October 1, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

Beginning with the 2012-13 school year, teachers will have the option to select medical/prescription coverage from one of the following options:

- 1) MESSA CHOICES - \$500/\$1,000 in network deductible, \$20 OV and Saver Rx Prescription coverage.
- 2) MESSA ABC Plan 1 (HEQ/HSA) - \$1,250/\$2,500 in network deductible, Saver Rx Prescription coverage.

At the teacher's option, the District will pre-fund \$1,000/\$2,000 of the deductible amount annually to each member's HEQ HSA. One-half of the amount shall be paid on the first business day in January and the other half on July 1st each year. The District shall pay the remainder of the hard cap cost towards the MESSA annual medical premium up to the amounts specified above for single, self/spouse, self/child and family. Teachers

may contribute additional money towards their HEQ HSA up to the maximum amount allowed by Federal law.

For those teachers selecting the MESSA ABC Plan 1, the District will allow for the adjustment of their contribution amounts toward their individual health savings account. For example, this would allow for flexibility and the ability for staff members to react to "Qualified Life Event Changes" as well as to accommodate for the difference in the medical plan year (July 1) and the deductible calendar year (Jan. 1), among other potential beneficial reasons to allow for these quarterly changes.

The remaining annual cost for the teacher's elected medical plan premiums and the pre-funded balance that exceeds the Hard Cap amounts, if applicable, shall be paid by the teacher and will be payroll deducted in equal bi-weekly amounts through a qualified Section 125 Plan.

- C. Insurance premiums shall be paid for the summer months (June, July and August).
- D. Affordable Health Care Act (NEW)

In the event the implementation of the Affordable Health Care Act impacts language in the CBA, the District and the Association will meet to determine what language, if any, will need to be changed in order to comply with the Act.

Section 6 Eligible teachers on leave of absence or laid-off may continue under group health coverage for eighteen (18) months. During such time, the teacher shall be responsible for submitting premium payments directly to the Board.

Section 7 The completion of a full contract year shall entitle an eligible teacher to twelve (12) months of insurance coverage.

ARTICLE XI

Civil Rights

Section 1 The Association agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sexual orientation, age, gender, marital status, or handicapped status and to represent all teachers without regard to membership or participation in, or association with the activities of any teacher organization.

Section 2 The Board agrees to continue its policy of not discriminating against any teacher on the bases of race, creed, color, national origin, sexual orientation, age, gender, marital status, or handicapped status in the hiring, placement and assignment of teaching personnel.

ARTICLE XII

Miscellaneous Provisions

Section 1 Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. Said substitute shall first be sought within the bargaining unit with that bargaining unit member's agreement who shall be paid at his/her appropriate fiat hourly amount.

Section 2 Copies of this Agreement shall be reproduced at the expense of the Board and shall be presented to all teachers now or hereafter employed by the Board.

Section 3 The Board will continue to permit teachers to use telephones for professional calls and brief personal calls. These calls must be made during preparation, break time, before and after school hours.

Section 4 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. At the request of either party, however, negotiations shall commence on any issue not herein addressed.

Section 5 Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

Section 6 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 7 If any provisions of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to state or federal law, 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.

Section 8 An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

This clause is included in this Agreement because it is legally required by

state law. The parties did not agree to this provision. By signing this Agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

ARTICLE XIII

Duration

This Agreement shall be effective as of July 1, 2012 and shall continue in effect until June 30, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. However, it is expressly understood that notwithstanding the duration of this Agreement as identified above in the event that the Berkley School district, no longer is the fiduciary agent of the Adult Education program, this Agreement shall terminate upon notice to the Berkley Association of Adult Educators. Members of the bargaining unit shall be laid off consistent with the notice requirements identified in the collective bargaining agreement. Furthermore, the School District acknowledges its obligation to bargain the impact of the termination of this Agreement to the extent such is required by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the _____, 2012.

BERKLEY ASSOCIATION OF ADULT EDUCATORS

By: _____
Amy Greenspan, President, BAAE

By: _____
Kim Edwards, Executive Director, MEA 7-B

BERKLEY BOARD OF EDUCATION

By: _____
Sheryl Stoddard, Secretary, Board of Education

By: _____
Lawrence J. Gallagher, Deputy Superintendent
Of Finance, Facilities & Operations

By: _____
Christopher Sandoval, Director of Schools &
Human Resources

**APPENDIX A
BERKLEY SCHOOL DISTRICT**

B.A.A.E. SALARY SCHEDULE

2012/13

Teachers will advance on the Salary Schedule.
Teachers on Step 7 will receive a **one-time off-schedule payment equal to one-half (½%) percent of their salary.**

If the audited Fall enrollment is 270 or more, teachers will receive a **one-time off-schedule payment equal to one (1%) of their salary.**

If the audited Fall enrollment is 300 or more, teachers will receive an additional **one-time off-schedule payment equal to one (1%) of their salary.**

The additional payment from the audited Fall enrollment figures will be spread evenly over the remaining pay periods.

2012-13

	<u>B.A. Schedule</u>	<u>M.A. Schedule</u>	<u>M.A.+15 Schedule</u>
Step 00	\$29,930	\$30,772	\$31,387
Step 01	\$33,099	\$33,941	\$34,620
Step 02	\$35,348	\$36,189	\$36,913
Step 03	\$36,189	\$36,991	\$37,732
Step 04	\$36,991	\$37,820	\$38,577
Step 05	\$37,847	\$38,675	\$39,449
Step 06	\$38,603	\$39,449	\$40,177
Step 07	\$39,376	\$40,237	\$41,042

APPENDIX A-2

Conference Rate & Curriculum Rate

The rate of pay for student registration activities by Adult Education teachers is listed below. This rate also applies to any curriculum activities in which they are involved.

2012-2013

\$22.66

LETTER OF AGREEMENT

STIPEND SCHEDULE

1. MME Testing Supervisors - \$500 (end of school year).
2. Online learning lab - \$2,118 for each day taught (defined as any Monday-Thursday facilitation periods 6, 7, 8, each 90 minutes. Pay will be prorated for working less than all 3 periods.
3. Management of OTEC students – if assigned at discretion of Dean, payment would be \$500/semester. However, duty could be assigned as part of routine schedule for a staffer (e.g. counselor) and then no additional stipend would be paid.

APPENDIX B

LETTER OF UNDERSTANDING – PROHIBITED SUBJECTS

1. This Letter of Understanding is being executed contemporaneously with the execution of the parties' collective bargaining agreement, and will be included in the Appendix of that collective bargaining agreement.
2. The Berkley School District ("the School District") and the Berkley Association of Adult Educators Association, MEA/NEA ("the Association") recognize and agree that, as a result of the enactment of Public Act 103 of the Public Acts of 2011, the provisions of the parties' collective bargaining agreement identified below are not enforceable as they apply to bargaining unit members who are subject to the Michigan Teacher Tenure Act, but these provisions continue in full force and effect for those bargaining unit members who are not subject to the Teacher Tenure Act. Should a court or administrative agency of competent jurisdiction issue a decision that all or part of PA 103 is unconstitutional or otherwise not legally effective, then those provisions set forth below that were not enforceable due to the portion of PA 103 affected by the decision of the court or administrative agency shall immediately be in full force and effect, subject to further decisions of courts or administrative agencies of competent jurisdiction. However, the parties agree to re-open to discuss Insurance. Those provisions are:

Article I, Sections 4, B, and E
Article V
Article VIII, Sections 1, the last sentence in Section 4, and Section 6
Article X, Section 3, A – only the reference to Association dues and/or fees
3. In addition, the parties do not agree as to whether a number of additional provisions of the collective bargaining agreement are enforceable as a result of that section of PA 103 that makes the following a prohibited subject of bargaining: "Any decision made by the public school employer regarding the placement of teachers, or the impact of that decision on an individual employee or the bargaining unit." As a result, neither party is waiving its right to contend that such provisions either are or are not enforceable as a result of PA 103.
4. This document represents the parties' entire understanding as to the matters to which it relates, and no other such agreement is binding unless in writing and signed by the parties.

Berkley School District

Date: _____

Berkley Association of Adult Educators

Date: _____

Article I – Recognition

Section 4

B. Any bargaining unit member who is a member of the Association, has applied for membership, or who has elected to pay the service fee as specified above, deductions will be made per a schedule agreed to between the Association and the Business Office. shall sign and deliver to the Board an assignment authorizing payroll deduction of such amounts. Such authorization shall be continued from year to year unless revoked in writing between August 1 and August 31 of any year.

C. ... or authorize payment through payroll deduction,

E. On or before the 15th of September of each year, the Association shall notify the Board of the amount of the annual dues payable by members of the Association and the equivalent amount payable by nonmembers pursuant to Section 10 (I)(c) and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in equal installments, as nearly as may be, from the paycheck of each teacher who has executed an individual contract of employment and pay such amount to the Association or its delegates within five (5) calendar days. Upon remitting such amounts, the Board shall have no further liability or responsibility with respect thereto.

Article V – Teacher Evaluation and Progress

Preamble The parties recognize the importance of assisting and evaluating the progress of all personnel. The maintenance of a healthy

evaluation process facilitates the professional growth of personnel while maintaining appropriate instructional standards. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish these goals.

PROBATIONARY STATUS

Four Year Probationary - Probationary teachers will be observed a minimum of twice per year for approximately 45 minutes by a supervisor/administrator with teaching credentials. A pre-conference and post-conference will occur within 10 days of the observation date, at a mutually agreed upon time, to review the written evaluation. If a deficiency should be identified, a plan of assistance will be developed by the administrator and teacher.

Two Year Probationary - A teacher who has acquired tenure in another adult education program or a K-12 program will be subject to the same observation process as described above.

Probationary Teachers may be discharged upon recommendation of the Superintendent and approval of the Board. All dismissals of probationary teachers, shall be subject to review under the grievance procedure up to and including Level 3 of the grievance procedure and shall not be subject to arbitration.

Tenured Status - A teacher who has acquired tenure with Berkley Community Education shall receive a written evaluation every three years, or at

the teacher's request. The evaluation will be done by a supervisor/administrator with teaching credentials. An evaluation conference will be scheduled at a mutually agreed upon time between the teacher and evaluator. The teacher has the right to have a union representative present and to appeal the contents of the evaluation within 10 days.

In implementing the evaluation program, the parties agree to the following:

- A. The Association will be notified of the placement of any teacher on a plan of assistance.
- B. The teacher has the right to request the presence of a union representative at any or all of the scheduled meetings.
- C. The monitoring or observation of the work of a teacher shall be conducted openly and with the full knowledge of the teacher.

Criteria for evaluations shall be based upon the following list of positive qualities:

- A. Personal Attributes
 - 1. Demonstrates the ability to adapt to varying instructional demands.
 - 2. Serves as a role model by demonstrating punctuality, dependability and fulfillment of obligation.
 - 3. Maintains effective relationships with students.
 - 4. Is able to evaluate own actions, planning and teaching strategies.
 - 5. Establishes and maintains cooperative and professional interaction with others.

B. Classroom Management

1. Develops and maintains a classroom environment conducive to effective learning within the limits of the resources provided by the district.
2. Organizes materials and activities to maximize class time.
3. Clearly communicates appropriate and consistent classroom expectations.
4. Promotes and maintains high standards of classroom behavior and achievement.
5. Maintains attendance and academic records as required by law, district policy, and administrative regulations.
6. Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities.

C. Instructional Skills

1. Implements adopted course goals.
2. Prepares lesson plans consistent with course goals.
3. Displays knowledge of content area being taught.
4. Uses time effectively.
5. Individualizes instruction to accommodate varying ability levels.
6. Involves all students in the learning process by providing activities commensurate with their ability.
7. Monitors and evaluates students' progress.
8. Promotes positive student self image by providing opportunities for success.

D. Professional Assessment of Students

1. Employs diagnostic methods to determine students' ability.
2. Teacher's record keeping reflects objective monitoring of student progress.
3. Measurement is compatible with instructional provided.
4. Provides timely feedback to students.

E. Professional Development

1. Participation in building staff meetings and in-service programs.
2. Membership in professional organizations at local, state,

- regional, and national levels.
3. Attendance at professional conventions, conferences, and workshops.
 4. Reading of current professional journals and other relevant information.
 5. Continues professional growth through graduate credit, continuing education, and non-credit programs.
 6. Becomes involved in business and community-sponsored activities.
 7. Is involved in an ongoing process of furthering development in leadership and communication skills; current curriculum trends and changes; and organizational and basic instructional skills.
 8. Exhibits professionalism as a leader and creates an atmosphere of high expectations for teachers and students.
 9. Creates an atmosphere where new ideas can be exchanged.

TEACHER EVALUATION FORM

Pre-Conference Date: _____

Evaluation Date: _____

Post-Conference Date: _____

Class Observed: _____

Evaluator. _____

Name: _____

Major: _____

Minor: _____

Degree(s): _____

Certification(s): _____

Experience: _____

Classes Being _____

Taught This _____

Semester: _____

PROFESSIONAL DEVELOPMENT

Below please list any further course work, professional affiliations, publications, in-service, etc., that have added to your professional growth:

PROBATIONARY TEACHER EVALUATION

I. CLASSROOM OBSERVATION

Building _____ Teacher _____

Observation Date _____ Lesson _____

- A. Objectives Observed:

- B. Activities Observed: (Relate to stated objectives)

- C. Lesson Summary:

- D. Evaluation Comments and Suggestions:

Date Teacher's Signature Evaluator's Signature

II. PROFESSIONAL PERFORMANCE ASSESSMENT

- A. Strengths of Teacher:

- B. Areas in Need of improvement:

C. Specific Actions Recommended for Teacher Improvement:

D. Specific Steps to be Taken by Administration to Assist Improvement:

Date

Evaluator's Signature

III. TEACHER RESPONSE TO EVALUATION:

Date

Teacher's Signature

Copy to: Administrator
Teacher
Human Resources

Due Date _____

Article VIII – Teaching Hours and Teaching Load – Assignments and Layoffs

Section 1 Teachers shall be assigned within their areas of certification subject to availability as indicated by the Bargaining unit member in accordance with seniority in the district. They shall be assigned no fewer classes than taught during the previous school year unless the number of classes available and/or the master schedule precludes such assignment in which case the greatest number of classes possible will be assigned.

Section 4 Consideration will be given towards teacher seniority in choice of teaching assignments.

Section 6 Teachers may be laid off or reduced from their previous assignment only with thirty (30) calendar day notice in accordance with seniority and certification. Likewise, thirty (30) calendar day notice is required from teachers who wish to reduce their schedule.

Article X – Professional Compensation

Section 3 Payroll Procedures.

A. Association dues and/or fees

LETTER OF AGREEMENT
BETWEEN THE
BERKLEY SCHOOL DISTRICT
AND THE
BERKLEY ASSOCIATION OF ADULT EDUCATORS

The District recognizes the value that the BAAE teachers provide to the students and community. The District will make every attempt to maximize available resources to improve the compensation package for staff over time.

AGREED

Berkley School District

Dated: _____

AGREED

Berkley Association of
Adult Educators, MEA/NEA

Dated: _____

LETTER OF UNDERSTANDING

ADVISORY COMMITTEE TCEC

An Advisory Committee will convene to review the current structure of the TCEC program, and make recommendations for possible changes as it relates to the structure of the student day, the implementation of seat time waivers, issues that focus on pupil accounting, optimal engagement of student instruction and other areas as deemed necessary. The BAAE president will appoint four (4) members to serve on the Advisory Committee and the Dean of the Tri-County Education Center may appoint additional members as needed.

August 15, 2012 is the target date for completion.

Any recommendations that require contract language changes will be brought to the TCEC membership and the Berkley School Board for ratification.

AGREED

AGREED

Berkley School District

Berkley Association of
Adult Educators, MEA/NEA