

MASTER AGREEMENT

Brandon Board of Education

and

Brandon Education Association

October 31, 2021 through October 31, 2022

BRANDON SCHOOL DISTRICT

MASTER AGREEMENT

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

WHEREAS, the Brandon Education Association has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as the representative of its membership to comply with the Laws of the State of Michigan; and

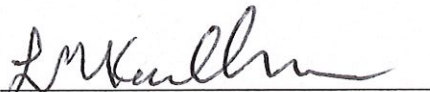
WHEREAS, the parties had reached certain understandings which they desire to confirm in this Agreement.

THEREFORE, this Agreement has been entered into, by and between the Brandon School District in the Counties of Oakland and Lapeer, Michigan, hereinafter called the "Board", and the Brandon Education Association, hereinafter called the "Association". This Agreement shall be in effect from October 31, 2021 through October 31, 2022.

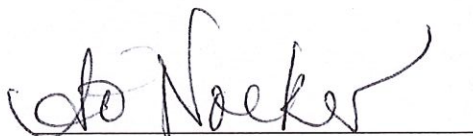
IN WITNESS WHEREOF, the parties have, by their duly authorized officers, executed this Agreement on October 18, 2021.

BRANDON BOARD OF EDUCATION
OF THE BRANDON SCHOOL
DISTRICT IN THE COUNTIES OF
OAKLAND AND LAPEER,
ORTONVILLE, MICHIGAN


BRANDON EDUCATION ASSOCIATION



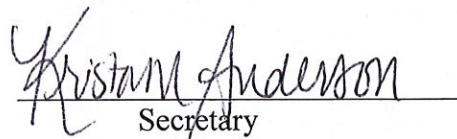
President



President



Secretary



Secretary

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GENERAL EMPLOYEE ARTICLES

ARTICLE I – RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive and sole bargaining representative for certified, full-time/part-time employees in the Preschool -12 program in the positions of classroom teachers, counselors, social workers, school psychologists, speech and language pathologists, media specialists, and pre-primary impaired teacher, whether under contract or on leave, but excluding supervisory executive personnel, per diem substitutes taking the place of an absent or on-leave teacher, teacher aides, employees in Community Education, post-secondary teacher or employees filling other co-curricular positions not part of the regular Preschool -12 staff.
- 1.2 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- 1.3 As used herein, "Teachers" refers to all employees within the BEA bargaining unit whose employment is regulated by the Michigan Teachers' Tenure Act ("Tenure Act"), as amended.
 - A. As used herein, "Ancillary Staff" shall refer to all bargaining unit employees who are not "Teachers," as defined above, including by way of example only social workers, psychologists, non-certificated speech therapists, non-certificated counselors, if any.
 - B. As used herein, "employee", or "unit employee" refers to all employees within the BEA bargaining unit, regardless of status under the Tenure Act.
- 1.4 As used herein, "Board" refers to the Board of Education and district administration.

ARTICLE II - BOARD RIGHTS

- 2.1 The Board, on its own behalf and on behalf of the electors of the Brandon School District, hereby retains and reserves unto itself all powers, rights and authority conferred upon and invested in it by the Constitution and the laws of the State of Michigan and of the United States including by the way of illustration, and not by way of limitation, the right:
 - A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours.
 - B. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, their placement, dismissal, suspension, lay-off, demotion and transfer.
 - C. To determine the work schedule, the hours of the working day, and the duties, responsibilities and assignments of all employees represented by the Union, subject to the provisions of this Agreement.

D. To determine the district's grade configuration and assignment of grades and programs to the district's facilities.

2.2 The exercise of the foregoing powers, rights and authority by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with the Constitution and laws of the State of Michigan.

2.3 Absenteeism and Tardiness

Employee absenteeism places an undue burden on the School District's ability to manage and direct effective programs and services for students, parents, and the community. The School District has a right to expect its employees to be at work regularly and on time.

ARTICLE III - ASSOCIATION RIGHTS

3.1 Building Usage

The Association and its representatives shall be allowed the use of school buildings as defined in Board Policy 7510 "Use of Buildings and Properties" in effect as of December 8, 2008.

3.2 Association Representatives

Duly authorized representatives of the Association and their respective affiliates may transact official Association business on school property when said representatives do not have classroom or other assignments of supervision of children, i.e. preparation time, lunch period. General building meetings or district membership meetings may take place during school hours if approved by the building administration. Parties not assigned to a building shall notify the principal or his/her office when entering the building.

3.3 Posting of Notices

The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards at least one of which shall be provided in each faculty room of each school building. A copy of each posting will be provided to the Superintendent/Designee.

3.4 Interschool Mail and District Email

The Association may use the interschool district mail service, district email and employee mailboxes for communication purposes unless prohibited by law.

3.5 Membership Identification

Employees shall be allowed to wear insignia, pins or other identification of membership in the Association.

3.6 Information Requests

The Board agrees to furnish such data as to assist the Association in developing intelligent, accurate, informed and constructive negotiated programs on behalf of employees together with any information it may possess which is relevant and material to the processing of any grievance. The Association agrees to pay the cost of duplicating such information.

3.7 Use of Equipment

Use of equipment, by mutual agreement of the administration and the Association, will be allowed for limited Association business. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

3.8 Rights to Representation

An employee shall at all times be entitled to have present a representative of the Association when being formally disciplined or when disciplinary action can reasonably be anticipated by the administration or teacher for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no discharge action shall be taken with respect to the teacher until such representative of the Association is present. This representation shall be provided within forty-eight (48) hours. Any such discipline or reprimand by the Board or representative of the Board, shall be done in private. All information forming the basis for action shall be made available to the employee.

3.9 Exclusive Rights

The rights granted within this Article to the Association shall not be granted or extended to any competing labor organization.

ARTICLE IV - FINANCIAL RESPONSIBILITIES AND DUES DEDUCTIONS

4.1 Employees may elect to join the Association and pay dues assessed by the Association. The Board shall not deduct dues or fees for the Association.

4.2 An employee shall not be required as a condition of obtaining or continuing employment to do any of the following:

(a) Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization.

(b) Become or remain a member of a labor organization.

(c) Pay any dues, fees, assessments, or other charges or expenses of any kind or amount or provide anything of value to a labor organization.

(d) Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or employees represented by a labor organization.

4.3 An employee or other person shall not by force, intimidation, or unlawful threats compel or attempt to compel any person to do any of the following:

- (a) Become or remain a member of a labor organization or otherwise affiliate with or financially support a labor organization.
- (b) Refrain from engaging in employment or refrain from joining a labor organization or otherwise affiliating with or financially supporting a labor organization.
- (c) Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or employees represented by a labor organization.

4.4 The Association agrees to reimburse any employee for the amount of said dues paid to the Association, which is by error in excess of the proper amount, and agrees to hold the Board harmless from any claims of excessive deductions and/or demands, suits, legal expenses, or other forms of liability which may arise.

ARTICLE V - VACANCIES

The Board declares its support of a policy of filling vacancies, including administrative/supervisory vacancies, from within its own qualified staff. However, the final decision of filling vacancies rests with the Board of Education.

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5.1 Definitions

Vacancy shall be defined as an unoccupied/open full or part-time position within the bargaining unit resulting from reinstatement of a position, a newly created position, retirement, resignation, death, termination or the approval of a leave of absence (one (1) year or more) that the district expects to fill.

5.2 Posting of Vacancies

Vacancies in this bargaining unit shall be posted for at least five (5) business days on the district website with a link emailed to all staff.

ARTICLE VI - CLASS SIZE

6.1 Desirable Standards

The Board and the Association recognize that pupil/teacher ratio is an important aspect of a quality education program. The parties agree that class size should be lowered whenever practicable and to the extent feasible, taking into account the availability of qualified staff, facilities, funds and Federal and State requirements. The standard practice of the District will be to equalize class size district-wide as students enroll. The following are recognized as desirable standards:

Junior Kindergarten	20 pupils
Kindergarten	24 pupils
Grades 1-3	25 pupils
Grades 4-5	27 pupils

Grades 6-8	27 pupils (not to exceed 160/day)
Special Education Classes	Federal/State Law Maximums
Grades 9-12 (General)	32 pupils (not to exceed 175/day)
Secondary Physical Education	40 pupils (not to exceed 210/day)

If the desirable standards are exceeded by four or more pupils, and the daily max where identified is exceeded the affected teacher may refer to Article 6.4. Performing arts classes, and other large classes do not come under the class size maximums or daily maximum. Elementary specials do not come under daily maximum.

Teachers working part-time, or split between assignments, shall have their daily maximum prorated by assignment for the sake of seeking relief under Article 6.4.

6.2 Specialty Classes

In such classes as Shop, Computers, Drafting, Science, etc., class size will be based upon the number of student work stations. If the number of students exceeds the number of work stations, the affected teacher may refer to Article 6.4.

6.3 Mainstreaming

When Special Education students are mainstreamed, there will be collaboration involving General Education and Special Education teachers to consider class size, student disability, student placement, instructional needs and available resources. In the event that some issues cannot be resolved by the teachers, efforts will be made by the Building Principal and/or Special Education Director to balance mainstreamed students among teachers and classes in a building.

6.4 Appeal Procedure

In the event that the number of pupils in the regular K-5 classroom within a building is disproportionate by four (4) or more pupils to the number of pupils in a comparable classroom and grade level for more than the first two (2) weeks of school or at any time thereafter, the Association and/or the teacher will discuss the matter with the Building Principal. Similarly, in the event that the number of pupils in grades 6-12 is disproportionate by four (4) or more pupils to the number of pupils in a comparable classroom in subject matter and class period for more than the first two (2) weeks of a semester or at any time thereafter, the Association and/or the teacher will discuss the matter with the Building Principal. The teacher may elect payment as described below, or shall discuss resolving the issue with the building principal considering the following remedies:

- A. Transfer of Student(s)
- B. Rescheduling of student(s)
- C. An additional preparation day per month (5 per semester, maximum)
- D. Formation of a new class
- E. Additional supplies and materials for classroom use upon request.
- F. Other solution agreed upon between the affected teacher and Administration
 - Grades K-5 Classroom Overload Pay \$25/pupil/day
 - Grades 6-12 Daily Maximum Overload Pay \$5/pupil/day

ARTICLE VII - PAID LEAVES

NOTE: As stated within section 8.5, absences due to serious health condition or other FMLA qualifying absences will run concurrently with paid leaves below and will be concurrently designated as FMLA leaves to the maximum extent permitted by law.

7.1 Sick Leave

- A. After working one (1) or more days at the beginning of each school year, each employee shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or injury. Such days shall be used for personal illness or disabilities and for emergency medical procedures and injury or illness to members of the immediate family. The immediate family for purposes of Section 7.1 shall be defined as a spouse, son or daughter living in the household or someone classified as a dependent, except in the case of emergency, catastrophic accident or illness, mother or father or anyone with whom the employee has or had a guardian or foster parent relationship. The unused portion of earned sick leave allowance shall accumulate from year to year without a maximum.
- B. If an employee reports unavailability for work due to illness or disability and school is subsequently canceled for that day, no deduction in paid sick leave days shall occur. This provision shall not apply to long-term approved paid leaves of five (5) consecutive workdays or more.
- C. If a new employee enters the system during the year, he/she shall be credited with a sick leave allowance equivalent to one (1) day for each remaining month of the school year.
- D. Cost of a physical or psychiatric examination required by the Board of an actively working employee shall be incurred by the Board. Release time for such examination(s) shall be provided at no loss of pay or sick leave, provided that prior approval was given by the administration.
- E. An employee who provides medical certification that he/she is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed upon written request by the employee. Periodic certification of continued personal illness or disability may be required by the Board at no cost to the Board. Health insurance benefits for employees in a paid status will continue according to Appendix A. 3 (D). The employee shall provide at least thirty (30) days' notice of intent to return and medical verification of ability to perform the normal assignment. Article VIII, Section 8.3 (E) shall govern return to work.
- F. An employee who has been absent three (3) consecutive workdays may be requested to present a doctor's statement upon return to work. In case of prolonged illness (over ten (10) consecutive workdays), periodic reports from a doctor may be requested by the administration. In addition, a pattern of absences may also require a doctor's statement.

- G. Any employee reporting an absence will specify the reason for the absence at that time.

7.2 Paid Predictable Disability

- A. When a potential disability or hospital confinement is known to the employee, the Superintendent/Designee shall be notified as soon as possible of the anticipated dates where use of sick leave may be necessary. Medical verification will accompany the notification and medical certification of continued ability to perform duties may be required.
- B. To receive sick leave benefits, the employee must perform all duties until physically disabled and unable to perform duties, and the employee must return to work as soon as the physician certifies the employee's ability to return. Such certification to return to work may be required by the Superintendent/Designee for all such leaves taken.
- C. If at all possible, elective medical procedures will be scheduled during a time which would have the least impact on student learning.

7.3 Worker's Compensation

Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. The Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for the duration of such absence not to exceed one (1) year at which time the employee shall be placed on unpaid leave not to exceed two (2) years provided that the injury or illness qualifies under the Michigan Worker's Compensation Act.

7.4 Legal Appearances

- A. **Jury Duty:** An employee called for jury duty during school hours must remit to the district additional compensation received, less any mileage.
- B. **Court Appearance:** An employee subpoenaed to give witness testimony before a judicial or administrative tribunal must remit to the district additional compensation received, less any mileage. No employee shall be compensated for appearing as a witness in a judicial or administrative tribunal matter on behalf of or as a representative of the Association, unless a specific exemption is mutually agreed upon in advance of the proceeding.

7.5 Bereavement Leave

- A. An employee will be credited with up to three (3) non-cumulative paid bereavement leave days for each death in the immediate family. This leave may be used only in the event of death in the immediate family to attend the funeral and/or related activities. The immediate family shall be defined as spouse, children, mother, father, brother, sister, grandparents, grandparent-in-law, legal guardians, mother-in-law and father-in-law, grandchildren, aunts, uncles, nieces, nephews,

brother-in-law, sister-in-law, step-parents, step-grandparents, step-children and step-siblings. The employee shall report the absence prior to the taking of such leave, or, as soon as possible make written application on the bereavement leave form.

- B. When warranted by special circumstances, the Superintendent may grant additional bereavement leave days or leave days for deaths other than those mentioned above. Employees wanting a funeral leave under the special circumstances clause shall request the leave and state the special circumstances prior to the taking of the leave.

7.6 Association Leave

- A. The Board shall allow Association officers and designated representatives a total of ten (10) days, non-accumulative, release time per year, if needed, for Association business with the Association assuming the cost of the substitute. Written notice shall be submitted two (2) days in advance to the Superintendent/Designee by the Association President.
- B. Up to five (5) additional days may be granted by the Superintendent upon written request of the Association President with the Association assuming the cost of the substitutes.
- C. If both parties agree to bargain during the school day, such bargaining days shall not be deducted from the ten (10) days above.

7.7 Personal Business Leave

- A. An employee shall be allowed to use two (2) days per year for personal business leave, provided that said employee teaches at least one (1) day of that contract year. If these days are used there will be no deductions from salary or paid leave. These days may be used for major religious holidays which occur on a scheduled workday.
- B. Personal business leave may be taken for the following reasons:
 - 1. Legal business that cannot be handled after school or on weekends.
 - 2. Meeting(s) with college advisors in regard to courses of study pertaining to the pursuit of an advanced degree that cannot be scheduled after school hours.
 - 3. Other important and urgent matters that cannot be handled outside of school hours.
 - 4. If an employee reports unavailability for work due to personal business and school is subsequently canceled for that day, no deduction of accumulated personal business leave days will occur.
- C. Personal business leave shall not be allowed for recreational purposes, social functions, vacation periods or pursuit of vocational or avocational activities.
- D. An employee planning to take a personal business leave shall notify the building principal, on forms provided, at least twenty-four (24) hours in advance except in

cases of emergency. All lesson plans shall be completed by the teacher requesting a leave prior to the leave and on file with the building principal; ancillary staff shall also make appropriate arrangements to cover their absence. A personal business leave may not be taken the day before or the day after a legal holiday or periods of recess unless adequate justification is presented to the administration that said personal business cannot be transacted at any other date.

- E. In the event a high rate of absence is evident on a day leave is being requested and an adequate number of substitute teachers cannot be secured, a leave request may be denied on that day. However, no leave day(s) that has been previously approved in writing shall be denied.
- F. Unused personal leave days shall be added to sick leave accumulations at the end of each contract year.

7.8 Sabbatical Leave

- A. One sabbatical leave per year may be granted to an employee for post degree study, provided that funds are available. The availability of funds for this purpose shall be determined by the Board. Compensation shall be granted at one-half (1/2) base salary on the appropriate schedule. To be qualified, an applicant must have been employed in the School District a minimum of seven (7) consecutive years, which must include and immediately precede the year in which application is filed. Recipients must agree to return to the School District for a period of at least three (3) years following the period of the leave or return prorate the sum of the total grant.
- B. If any teacher completes his/her planned program of said leave but does not return to the employ of said school, the employee shall, within two (2) years repay said Board the amount received by said teacher for said leave. This obligation shall, as herein before provided, be evidenced by a demand promissory note. In the event that said teacher does return to said school after completing said leave, but does not remain in the employ of the school for two (2) years following said leave, the teacher shall within two (2) years after termination of employment repay said school for compensation received during such leave period pro rata as the subsequent period of service unexpired bears to said two (2) year period. The Board may waive the provisions of this paragraph at its discretion. In the event of death or total disability of the teacher, the demand promissory notice shall be voided. Upon completion of employment for a period of two (2) years subsequent to the expiration of said leave, and said teacher having performed his/her duties with respect thereto, the demand promissory note filed with the Board shall be voided by the Board.
- C. Training for mentoring, or mentoring (as set forth in PA 335 of 1993) for a school district other than Brandon, will not be allowed while on a sabbatical leave under this section (i.e., 7.8).

7.9 Reserve Duty Leave

When an employee presents evidence of official orders for reserve duty during a contractual period, said employee will be allowed to use unused personal business leave days to avoid loss of pay. After such unused days are used, the teacher shall continue to receive regular pay minus the cost of the substitute teacher for the remainder of the reserve duty leave.

ARTICLE VIII - UNPAID LEAVES

8.1 General Leaves

- A. An unpaid leave of absence of up to one (1) year may be granted upon written request. An extension of one (1) year may be granted upon written request from the employee. When the leave is approved, the terms and conditions shall be set forth in writing and signed by the parties. Intent to return from such leave must be provided in writing (or electronic mail) to the Superintendent/Designee prior to March 15, or if the 15th falls on a weekend, the first scheduled work day thereafter, or the employee may forfeit the right to return.
- B. Requests must be submitted at least sixty (60) calendar days before the beginning date of the leave except in cases of emergency. Each request will be considered individually, and the Board's decision will be final.
- C.
 - 1. Upon return from such leave an employee shall be awarded a position for which they are highly qualified if an open position exists.
 - 2. If an opening does not exist, the Tenure Act and/or Board Policy, as applicable shall govern.
 - 3. Upon return, the employee shall be restored to the position on the salary schedule as previously held and be entitled to other benefits prior to said leave.
- D. If an ancillary staff opening does not exist, the returning ancillary staff may bump the least senior ancillary staff for a position for which they are qualified.
- E. Any costs incurred from replacing the employee on leave shall not be the responsibility of the employee.

8.2 Military Leave

Military leave shall be granted in accordance with applicable State and Federal laws.

8.3 Family Responsibility Leave

- A. A leave of absence for family responsibility shall be granted for up to one (1) year where family responsibility mandates the presence of the employee in the home. The family shall be defined as a dependent living in the household. A request in writing stating the reasons shall be filed with the Board at least thirty (30) days

prior to requested commencement of the leave except in cases of emergency. The request shall specify the anticipated beginning date of the leave.

The Board may request verification of reason(s) for the leave. As nearly as possible, the beginning date of the leave of absence should conform to a normal break in the school year. Employees shall request a prospective termination date of the leave of absence at the time of request for the leave.

- B. Family responsibility leave will be granted without pay or fringe benefits and without sick leave accumulation. Upon return from leave, the employee shall be restored to the position on the salary schedule as previously held and be entitled to other benefits prior to said leave.
- C. Re-employment will commence upon the date set by the Board which shall not be later than the beginning of the first day of the school year following the date the employee was declared eligible for re-employment. Extension of the leave shall be at the discretion of the Board. It is understood that the foregoing shall not supersede a necessary reduction in staff or other provisions of law or this Agreement.
- D. An employee may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board. However, the Board reserves the right at its sole discretion to approve accelerated termination of leave on the basis of each individual case.
- E. Upon returning to work, the employee shall be assigned to a position for which the employee is deemed qualified as determined by the Board.
- F. Employees on unpaid leave may continue insurance coverage per District's "COBRA rules". Employees who terminate employment because they do not return from leave may also continue insurance coverage as stated within the District's "COBRA rules."

8.4 Discretionary Unpaid Leave

No unpaid days off shall be allowed for recreational purposes.

8.5 Family Medical Leave Act (FMLA)

Absences due to serious health condition or other FMLA qualifying absences will be concurrently designated as FMLA Leave to the maximum extent permitted by law.

The District reserves its right under the FMLA to require any FMLA leave to run concurrently with paid or unpaid leave to which an employee is entitled under this Agreement. FMLA will run concurrently with any leave of three or more consecutive work days in a week. The leave may be paid, unpaid or a combination of both depending on the individual's personal sick bank. All parts of the contract remain in effect when on paid leave.

ARTICLE IX - PERSONNEL FILES

9.1 File Review

The items in an employee's personnel file originating after original employment shall be subject to review by the teacher upon request. The employee shall be informed of any material which is placed in the personnel file. A representative of the Association may accompany the employee in such review. The administration shall, at least 72 hours before the release of the requested file, notify any employee of a Freedom of Information Request to review their personnel file.

ARTICLE X - CONTRACT ADMINISTRATION

In an effort to foster open communication and a positive working relationship between the Association and the Administration, the District agrees to meet with Union leadership once per month during the school year to discuss matters and issues relevant to the Association and Administration.

ARTICLE XI - PROFESSIONAL COMPENSATION/PAYROLL DEDUCTIONS

11.1 Basic Compensation Rates

The salaries of employees covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule(s) will remain in effect during the term of this Agreement.

11.2 Salary Schedule Movement

An employee may move from one salary schedule to another as a result of acquiring the sufficient graduate hours or degrees by making application on the form provided and furnishing to the Superintendent/Designee an official transcript the last business day on or before September 1 or January 15. In the case where an official transcript cannot be obtained in a timely manner, an official letter from the institution can be substituted until the transcript is forwarded. Graduate semester hours are those acquired on a planned program from an accredited institution beyond the Bachelor's degree.

11.3 Experience Credit

Personnel entering the employment of the School District may be granted credit for experience (when applicable) and placed on the salary schedule accordingly as determined by Superintendent or Designee.

11.4 Daily Rate

Daily Rate shall be determined by dividing the employee total base contract rate, per Schedule B, by the total number of scheduled work days covered by the contract.

11.5 Excess and Extended Assignments

- A. No assignment shall be made in excess of those contracted without the approval of the bargaining unit employee.
- B. Assignments in excess of those contracted shall be compensated at the individual contracted rate as determined in Section 11.4 above, or when an employee's work year is extended.
- C. There may be opportunities, at the district's discretion, for voluntary assignments beyond the employees' work year for which the employee would receive a stipend at the rate of \$25 per hour.
- D. When a teacher is regularly assigned to teach during their conference period during a normal school year, they will be paid an additional 1/6 of their daily rate.

11.6 Mileage

Employees required in the course of their duties to drive personal automobiles on school business shall be reimbursed for mileage at the rate established by the Internal Revenue Service at the date of occurrence.

11.7 Increments

- A. Employees working or in a paid status (on the payroll) as of the beginning of the contract year, shall be eligible to advance on the salary schedule one (1) full step at the beginning of the following contract year.
- B. Employees working less than a full contract year shall advance on the salary schedule as follows:
 - a. To advance one full step the following contract year, an employee must work 75% of the contracted days of the preceding year.
 - b. Those employees working at least 50%, but less than 75% of the contracted days of the preceding year will advance one-half (1/2) step the following contract year.
- C. Employees working less than a 7-1/2 hour day will advance on the salary schedule each contract year, but be paid based on a percentage of the assigned work day.
- D. Newly hired employees whose beginning date of employment occurs between October 1 or before December 31 of a given year, will be eligible to advance to the next step of the salary schedule on January 1 of the second full year of employment, unless otherwise agreed.

11.8 Extended Year Compensatory Time

At the request of the employee, subject to the approval of the Superintendent/designee, compensatory time may be taken in lieu of payment when a work year is extended beyond that of a regular work year.

- A. Compensatory time off will be at the rate of one (1) hour off for each hour worked.
- B. The employee and immediate supervisor will be responsible for verification of compensatory time earned and the scheduling of compensatory time off.
- C. When a work year is extended beyond that of a regular work year as set forth in the calendar (Appendix D) either before or after the regular work year, the employee shall be notified not less than thirty (30) days prior to the end of the current school year except as affected by Article XII, Section 12.3. Such additional days will be at the per diem rate.

11.9 Pay Options

An employee shall have twenty-four (24) pays. All employees will have direct deposit for all pay.

11.10 Payroll Deductions

The Board agrees to make voluntary payroll deductions from the salaries of employees in accordance with Board Policy.

11.11 Co-Curricular Pay

The Board will make payment for extra duties as listed in Appendix C. The extra duty payment will be a part of the payroll check but will be treated as a separate check for computing tax deductions. Payment for seasonal co-curricular duties will be made upon completion of assignment. Payment for year-long assignments will be made on the first pay date after January 15 and after June 15.

11.12 Severance Pay

- A. Employees working one (1) year or more shall, upon resignation, be paid for unused sick leave accumulation at the rate of \$10.00 per unused day(s).
- B. Employees working one (1) year or more shall, upon retirement, in accordance with the provisions of the Michigan Public School Employees' Retirement System (MPERS) be paid for unused sick leave at the rate of \$50 per unused day(s).
- C. After one year of employment, current employees may choose to be reimbursed for no more than ten (10) days of accrued sick time from the previous school year only at the rate of \$50 per unused day(s). Requests may be submitted to the human resource department after September 1 and no later than September 30 for the reimbursement.

11.13 Substitute Assignments

No teacher shall be used as a substitute teacher except in case of emergency or at such other time when voluntarily agreed upon by the parties concerned. It is expressly understood that the failure of a substitute to arrive on schedule or the inability to secure a qualified substitute teacher shall be considered an emergency. Classroom teachers who

substitute during their conference period shall be paid at the rates specified below. This section shall include elementary teachers in the event a substitute is not secured. Non bargaining unit personnel will substitute only in cases of emergency as defined above and only after classroom teachers on conference periods have been solicited to volunteer.

Unfilled substitute positions will be filled in the following order:

1. Teaching staff volunteering to fill on their preparation period
2. Non-classroom, qualified non-teaching staff
3. Non-classroom, ancillary teaching staff and special education teachers on a rotating basis.
4. Teaching staff who have not volunteered to fill on their preparation period, on a rotating basis.

Level	Rate
High School	25.00
Middle School	25.00
Elementary	20.00

The teacher shall have the option to select compensatory time after he/she has substituted five (5) periods in the High School, six (6) periods in the Middle School, or 316 minutes in grades K-5. When sufficient time has accumulated, use will be at a time that is mutually agreed upon between the teacher and the building principal.

11.14 Temporary Administrative Assignment

If an employee is asked to serve temporarily as Acting Administrator, the terms of such assignment may include the following:

- A. Liability insurance coverage
- B. Release time, if necessary, with or without a substitute
- C. Additional compensation

Such a temporary assignment shall not be obligatory but shall be made with the consent of the employee.

11.15 Unemployment Compensation

Employees laid off at the end of the school year who are recalled by the first work day of the subsequent school year shall have their salary for that school year reduced by 50% of any unemployment benefits received during the summer.

ARTICLE XII - CONTINUITY OF OPERATIONS

12.1 No Strike Clause

The Association agrees not to strike in violation of Public Act 336, 1947 as amended.

12.2 School Calendar

The school calendar is set forth in Appendix D.

12.3 School Closing

In the event school is closed for students due to inclement weather or other emergency causes, employees shall not be required to report for duty, and the day of instruction shall be rescheduled in accordance with this provision. Employees shall not receive additional compensation for the rescheduled days of instruction, including but not limited to additional salary or paid leave days. Days not required to be made up under state law shall not be rescheduled. Thereafter, days of instruction shall be rescheduled as follows:

All scheduled days of instruction shall be scheduled after the end of the designated school year as set forth in Appendix D and continuing on succeeding workdays until the required number of days has been made up and completed. The record day shall be rescheduled for the first workday following the last make-up day of instruction.

If, due to a statutory change or modification, the School District can count days school is closed for students due to inclement weather or other emergency causes as days of pupil instruction for state aid purposes, and/or if the School District is not required to make up days of student instruction without a loss of state funding, bargaining unit employees shall not be required to make up days school is closed for students as a result of inclement weather or other emergency causes and shall not lose pay or paid leave.

If statutory and legislative changes allows for virtual instruction to count towards a day of instruction then after six inclement weather days the district will move to virtual learning for subsequent inclement weather days for the 2021-2022 school year.

12.4 Renegotiations

In the event the length of the student day is changed by the Board, the length of the contractual workday shall be negotiated between the parties before implementation.

ARTICLE XIII - GENERAL CONDITIONS OF EMPLOYMENT

13.1 Minimum Standards

Conditions of employment, including teaching hours, extra compensation for work outside of the regularly contracted teaching hours, planning periods, leave and general working conditions, shall be maintained at not less than the highest minimum standards as specified in this Agreement.

13.2 Faculty Facilities

The Board shall make available in each school, lunchroom and lavatory facilities for employee use and at least one room, appropriately furnished, which shall be reserved for use as a faculty room. Provision for such facilities shall be made in all future buildings.

13.3 Classroom Facilities

The Board shall provide:

- A. A separate desk for each teacher or other individual workspace suitable to the teacher so that adequate planning, student and parent conferences, and preparation of teaching materials may take place.
- B. A mutually agreeable lockable space in classrooms for each teacher for storage of personal articles and keys to these locks shall be issued upon request of the individual teacher. The teacher will pay the cost of replacement of the lock and key, if lost.
- C. A teacher's edition of all adopted textbooks used in each of the assigned courses, if available, for each teacher teaching the subject/course.
- D. A storage space in each classroom for instructional materials.
- E. Materials required to fulfill daily assignments.
- F. The Board recognizes that appropriate teaching materials and equipment for classroom use evolve from implementing stated goals/objectives of the School District's curriculum. The Board will annually establish a budget for teaching supplies and teachers will be consulted regarding their needs and desires. Recommendations concerning the implementation of the stated objectives, through a selection of teaching materials and equipment by the district-wide curriculum committee, must be taken under advisement by the Board.
- G. In recognition that some teaching stations may be more desirable than others, a teacher may request, in writing, a change in a teaching station. Building principals will consider such requests and notify affected staff if a decision is made to change a teaching station.

13.4 Telephone Facilities

Telephone facilities for reasonable use shall be made available. The Board agrees that quiet private telephone facilities are necessary to conduct school business, and that continuing efforts will be made to improve existing facilities as determined by the administration. Personal electronic devices will not be used for personal use except during non-student contact time. Use of personal electronic devices for instructional purposes is acceptable.

13.5 Parking Facilities

- A. Off-street parking facilities shall be provided for faculty use.

- B. When an act of vandalism occurs to bargaining unit employees' vehicles or personal property and is promptly reported, the administration will investigate and take appropriate action, as determined by the administration.

13.6 Building Facilities

- A. Adequate facilities will be provided for planning, student and parent conferences and preparation of teaching materials, as determined by the building principal after consultation with the staff.
 - B. The Board agrees to make available in each school typing and duplication materials and facilities for teachers to use in the preparation of instructional materials.
 - C. The Board shall keep schools equipped and maintained in adequate condition per established standards.
- 13.7 All designated employees represented by this bargaining unit shall be appropriately trained to carry out students' health plans in emergency situations.
- 13.8 No employee represented by this bargaining unit shall be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, schedule care or maintenance of exceptional bodily functions including diapering related to the student's impaired condition.
- 13.9 The district shall provide reasonable breaks to nursing mothers, as needed; provided that her child is age (1) year or less, and provides that she requests such breaks at least (10) days prior to her need for them.

ARTICLE XIV - GRIEVANCE PROCEDURE

14.1 Definition

A grievance shall mean a claim by an individual or the Association that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

14.2 Statement of Principles

- A. The purpose of the procedure set forth in the Article shall be to secure equitable solutions at the lowest possible level to any issue processed through these procedures.
- C. The Association and every employee within the bargaining unit covered by this Agreement have a right to be represented at any and/or all levels in the grievance procedure.
- D. If an employee desires to be represented, the Association shall determine who that representative will be. The Association agrees to limit representation to one person at the building level (Levels One and Two). If such representative is not to be the

building representative, the Association agrees to notify the principal prior to the Level One or Two hearing.

- E. The specific time limits set forth in each level of the grievance procedure shall be strictly adhered to by all of the parties. If the Employer fails to respond within the prescribed time limits, the grievance will be considered denied as of the due date and the Union may move it to the next level. If the Association fails to respond within the prescribed time limits, the last answer will stand as the final disposition of the grievance, or if no answer has been given, the grievance will be considered denied.
- F. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing herein contained shall be construed to prevent any member of the bargaining unit from discussing a grievance, formally or informally, and having it adjusted without intervention of the Association, provided that the adjustment is not inconsistent with or in violation of the terms of this Agreement, and provided that the Association has been given the opportunity to be present at such adjustment.
- G. The term (days) as used herein shall mean school teaching days, except that during summer recess it shall mean business days.
- G. In order for a grievance to be considered accepted and proper, the grievance when reduced to writing must specify the specific provision(s) of the Agreement that are alleged to have been violated, misinterpreted, or misapplied and the relief sought, and include the facts giving rise to the grievance.

14.3 Procedure

Level One

An attempt shall be made to resolve any grievance in informal verbal discussion between grievant and his/her immediate supervisor. Level One proceedings must occur within five (5) days of the alleged violation, misinterpretation, or misapplication, or within five (5) days of the discovery thereof. If the immediate supervisor is unwilling or unable to meet for Level One proceedings within the prescribed time limits, the grievant may proceed to Level Two.

Level Two

If the grievance cannot be resolved at Level One, it shall be reduced to writing on forms provided by the Board, signed by the grievant, and delivered to the building principal within five (5) days after Level One proceedings. The building principal or other administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the grievant within five (5) days of receipt of written grievance.

Level Three

In the event a grievance has not been satisfactorily resolved at Level Two, the grievant shall, within five (5) days of receipt of Level Two written answer, transmit a written copy of the grievance to the Superintendent. Within ten (10) days of receipt of grievance, the Superintendent/designee shall meet with the grievant to resolve the grievance. The Superintendent/designee shall communicate his/her answer in writing to the grievant within five (5) days of Level Three meeting.

14.4 Arbitration

Level Four

- A. In the event a grievance has not been satisfactorily resolved at Level Three, there shall be available a Fourth Level of impartial arbitration. The Association shall submit the grievance to arbitration within five (5) days of the written answer at Level Three. If the parties cannot agree as to the Arbitrator within five (5) days from the notification date, the Arbitrator will be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration proceedings. The decision of the Arbitrator shall be binding on the parties.
- B. Expenses for the Arbitrator's services and the expenses that are common to both parties to the arbitration shall be borne equally by the Brandon Board of Education and the Association. Each party to an arbitration proceeding shall be responsible for compensating his/her own representatives and witnesses. It is further understood that in the event the arbitration proceedings are conducted during a bargaining unit employee's work day that the Association shall keep the number of teacher witnesses at a minimum number.
- C. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence or raise any issue not previously raised in the grievance claim process. The arbitrator shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issues presented to he/she in writing by the parties, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the expressed relevant term language of the Agreement.
- D. Any matter subject to the jurisdiction of the Michigan Teacher Tenure Commission may not be grieved.
- E. The Board's decision on the termination of services of, or failure to reemploy, any probationary employee will be final and not subject to arbitration.

14.5 Miscellaneous Provisions

- A. A grievance may be withdrawn at any level, but that same grievance may not be filed a second time by the same grievant.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

- C. The Board and the Association agree that the expedited arbitration process of the American Arbitration Association (AAA) may be used to settle a grievance if by mutual agreement of the parties.

ARTICLE XV - DISTANCE LEARNING

The parties agree that the Employer has the right to contract with other districts or educational institutions to receive, through the use of remote instructional delivery methods, instructional services to be provided to students of the district. For purposes of this Article, the term “remote instructional delivery methods”, includes audio/visual delivery systems which utilize cable television, or similar equipment to transmit or receive audio, video and data signals.

ARTICLE XVI - WORK DAY RESPONSIBILITIES

- 16.1 The normal working day for employees shall not exceed seven and one-half (7 1/2) hours. Deviation from the normal day may be permitted by the building administrator.

A. Regular Day/Responsibilities

1. It is recognized that the employee work day is seven and one-half (7 1/2) hours and that time before and after the student’s day shall be considered preparation time, except that employees may be required to provide necessary supervision before classes begin and at the dismissal of classes. It is also recognized that employees have the responsibility to strive for excellence in teaching and to participate in activities required for the district to maintain compliance with the law, and in activities for the development and improvement of the curriculum, the school environment and relationships with children and parents. Employees are encouraged to remain for a sufficient period of time after the regular day to attend to the matters needing attention and to have consultations with parents when scheduled with the approval of employees. On Friday or on the day preceding a holiday or vacation, the employees’ day shall end with the conclusion of assigned duties and after buses have departed.
2. It shall be the teacher’s responsibility to prepare written daily lesson plans for classes. Such plans may be reviewed individually or collectively at the discretion of the building principal. Daily lesson plans may be required to be submitted to the principal on a weekly basis. It is the teacher’s obligation to provide current lesson plans, class lists and/or seating charts for the benefits of the substitute teachers.
3. The Board and the Association encourage employees to accept a share of the necessary participation in student/school-related activities.
4. Additionally, up-to-30 minutes of a staff member’s total preparation time may be used up-to-twice each month for the purpose of discussing student achievement data in a format determined by the administration. These discussions may also be scheduled outside of the normal work day with the

agreement between the employee(s) and administrator. This clause shall sunset at the conclusion of the 2020-2021 school year.

B. Reporting Unavailability for Work

Regularly employed employees shall be informed of a process to report their unavailability for work. Notification will be made not less than one (1) hour prior to reporting time. In the event of an emergency which would prevent an employee from meeting the one (1) hour requirement, such as an accident, deviation will be permitted.

16.2 Instructional Day

At a minimum, the instructional day for all teachers in grades K-12 shall be in compliance with state requirements.

- A. Should the State of Michigan require districts to change to a specified number of days and/or hours, the Association agrees to meet the minimum required days and minutes without additional compensation. The Association and the Board agree to meet to agree on the implementation of those days.
- B. Full-time teachers in grades 6-12 will have at least one (1) preparation period equal in length to the regular class period within the confines of the student day. Part-time teachers in grades 6-12 will have a prorated preparation period commensurate with their assignment.
- C. Special Services personnel, counselors, media specialists and others working on a flexible schedule shall schedule their assigned responsibilities with the administration.
- D. It is recognized that elementary teachers need time to prepare while various teaching specialists are working with elementary students. JK-5 teachers shall receive no less than two hundred eighty (280) minutes per week for preparation time in blocks of no less than twenty-five (25) minutes each. Teachers may develop a rotating recess schedule subject to principal approval not to exceed two classes per teacher to gain additional prep time for up to a twenty (20) minute block per day.
- E. To accommodate individualized student assessments required of K-5 teachers, two (2) release days—will be granted each year to enable those teachers to perform required testing.
- F. At the commencement of each school year, administration will provide employees with an assessment schedule listing all required student assessments that are to be administered throughout the year; including testing dates and scoring due dates – subject to change as needed upon 10 days notice.

16.3 Elementary Lunch Period

Elementary employees in grades K-5 shall have a duty-free lunch. When employees are assigned to assist playground and lunchroom aides when students remain in the building during inclement weather, they will receive compensation in accordance with Article 11.4. Only the minimum number of employees required to maintain discipline and supervision will be required to be on duty.

16.4 Secondary Lunch Period

Employees in grades 6-12 shall have a duty-free lunch period equal to the length of the students' lunch period.

16.5 Evening Activities

Employees shall be required to attend back-to-school night and two (2) evening after hours activities on an annual basis of his/her own choosing.

16.6 Parent-Teacher Conferences

Parent-teacher conferences will be held for a total of 15 hours per school year. At least two days (Fridays or Mondays) following conferences, a compensation day will be granted to those employees who participated in conferences. Employees who are split between multiple buildings will divide the 15 hours between buildings in agreement between the employee and each building principal.

16.7 High School Exam Schedule

The High School exam schedule shall utilize half days at the end of each semester. The afternoon will be used for exam correction, records and other normal professional activities.

16.8 Report Cards

Report cards will be due at the beginning of the third workday after the marking period ends, except at the end of the second semester, when report cards will be due on the last day for teachers.

16.9 Records Days

At the conclusion of each semester, one full day will be provided K-12 for the purpose of completing student records. Teachers may complete records at the location of their choice.

16.10 Support for Moving Employees

The Board recognizes that when an employee has to move to a different room or building, an additional burden is placed on such employee to pack or unpack. In rendering such assistance, the Board would utilize an approach(es) from the following list appropriate to each individual case:

A. Providing a substitute

- B. Providing help from non-instructional employees
- C. Providing additional compensation
- D. Providing boxes, tape, markers, etc.
- E. Providing other assistant as determined by the Board.

ARTICLE XVII - SENIORITY

17.1 Seniority

- A. The Board will prepare a seniority list. Seniority is defined as length of service within the bargaining unit. Employees hired for the 2011-2012 school year and after shall accrue seniority starting on the first scheduled day of work. In the event multiple employees have the same start date, a lottery will be held to determine order of seniority. Employees who teach less than a full-time teaching day will receive prorated seniority credit. All employees shall be ranked on the list in the order of their effective date of seniority. When a member of the bargaining unit leaves the unit for another position within the School District and later returns to the bargaining unit, he/she shall retain previously acquired seniority.
- B. All seniority is lost when employment is severed by resignation, retirement or discharge for cause.
- C. Seniority will not accumulate during the layoff period. However, time on layoff shall not constitute an interruption in continuous service.
- D. Credit/debit for service for personnel while on leave shall be applied for seniority purposes as follows:

- 1. Paid Leave

When an employee is on an approved paid leave, the time on leave will be credited toward seniority accrual in the same manner as if the time on leave had been worked. "Paid" means being paid in part or full directly from the Brandon School District's payroll.

- 2. Involuntary Unpaid Leave

When an employee is on an approved involuntary unpaid leave such as unpaid sick leave or unpaid disability, the time on leave shall be credited toward seniority accrual in the same manner as if the time on leave had been worked for a period of up to but not exceeding twelve (12) months (one calendar year) from the first day of continuous absence. Involuntary unpaid leave time exceeding the twelve (12) month period shall not count as service time but shall not constitute an interruption in continuous service.

When an approved involuntary unpaid leave occurs due to military service, seniority shall accrue in the same manner as if the time on leave had been

worked for the duration of the leave. Involuntary military leave means one was drafted, called or recalled to active status.

3. Voluntary Unpaid Leave

When an employee is on an approved voluntary unpaid leave in excess of thirty (30) workdays, seniority shall be frozen, effective the first day of leave. Voluntary unpaid leaves of less than thirty (30) days shall not affect seniority accrual.

4. Seniority Accrual

For the above purposes, seniority credit or debit shall be based on five (5) workday periods equaling one (1) week and shall be reflected as plus or minus weeks on the seniority and layoff lists, when applicable. Example: When an employee is on leave status in which seniority shall not accrue, the absence must exceed thirty (30) workdays (six workweeks) before being counted, and one (1) week shall be counted for each five (5) days of absence thereafter. (Thirty-two (32) days equals six (6) weeks; thirty-seven (37) equals seven (7) weeks; etc.)

Not more than one (1) year of seniority may be credited or debited in any given school year.

In order for the accrued seniority time to be applicable to one's seniority status, one must return to a position with the School District upon completion of the leave.

- E. Seniority shall be credited at the end of the school year as of the individual teacher's last workday.
- F. The revised seniority list will be available via the District's intranet system.

ARTICLE XVIII - DEPARTMENT CHAIRPERSONS

18.1 Establishment of Departments

The Board will establish departments in the High School and departments in the Middle School arranged by subject area or grade level, including Special Education, as determined by the Superintendent/Designee. When a subject area has less than five employees, the Superintendent/Designee may establish department of two or more subject areas. Every employee shall be a member of a department. Unless circumstances dictate otherwise, teachers shall generally be considered members of a given department based upon the subject area in which they teach the majority of the time.

18.2 Selection of Chairpersons

Each department will conduct a vote and submit two names for consideration by the principal. If neither name is supported by the principal, then the department will conduct another vote. There will be no tenure in a department chairperson position.

18.3 General Responsibilities

Department chairpersons shall serve as an instructional liaison between the employees of the department and the administration. Such chairpersons shall not be considered administrative personnel for the purpose of this Agreement.

A. High School/Middle School Chairperson Responsibilities

The High School/Middle School Chairperson's responsibilities are as follows:

1. Act as the curriculum advisor with the building administrator and assist in developing a well-planned curriculum.
2. Develop a departmental budget reflecting the needs of the department for textbooks, supplies, materials and equipment needed to provide for a quality program.
3. Develop and maintain accurate inventories of textbooks, supplies, materials and equipment as required by the building principal.
4. Assist in developing clear and comprehensive department goals and objectives.
5. Assist in the articulation of the curriculum in their respective subject area on a K-12 basis.
6. Assist in scheduling the course selection of the department.
7. Attend and conduct departmental and chairperson meetings as necessary and/or required by the building principal.
8. Assist in the School Improvement process.

B. Elementary Chairperson Responsibilities

The Elementary Chairperson's responsibilities are as follows:

1. Act as the curriculum advisor with the building administrator and assist in developing a well-planned curriculum.
2. Assist in the development of a building budget reflecting the needs of the elementary school for textbooks, supplies, materials and equipment to provide for a quality program.
3. Assist in the selection of textbooks, supplies, materials and equipment to provide for a quality program.

4. Attend chairperson's meetings with the elementary building principals, as needed.
5. Will serve as the chair or co-chair of the Building School Improvement Team.
6. Assist in the School Improvement process.

18.4 Compensation

Any employee selected as a department chairperson shall be compensated in accordance with Appendix C. Each elementary school shall have one (1) chairperson to be paid the same salary as the Middle School chairperson.

18.5 Release Time

Requests for release time by Department Chairpersons will be made on forms provided by the Board. Such requests may be approved by the Central Office Administrator responsible for activities such as meetings, conferences, or at peak times when release time would expedite the duties and responsibilities of the Department Chairperson or further the curricular goals of the District.

ARTICLE XIX - PROFESSIONAL DEVELOPMENT POLICY

19.1 Staff Meetings and Professional Development

There will be no more than 10 hours of staff meetings and professional development scheduled outside the regular teacher work day, absent agreement between the principal and building. Of the 10 hours, at least 7 hours shall be used for professional development. Professional Development requirements shall be adhered to as per the revised School Code. The school improvement team will assist with the development of the content of the professional development meetings.

A September meeting schedule will be provided at the first teacher work day. Principals will provide schedules for meetings in October through June at least 10 school days in advance of the meetings. Where feasible, an annual schedule of meetings – subject to change as needed upon 10 days notice – is encouraged.

Additional staff meetings may continue to be scheduled during the teacher work day for emergencies or other unanticipated events or information.

Employees who split buildings will only be required to attend 10 hours of such meetings outside the regular teacher work day, absent agreement between the employee and principal.

While participation in professional development programs conducted after hours and during periods when school is not in session is voluntary (excluding the 7-10 hours identified above), all professional staff members are strongly encouraged to participate in programs appropriate to their responsibility. The Board may provide approved participants

with a stipend and/or provide compensatory time in lieu of payment for designated programs.

- 19.2 The Board may provide funds for employees who desire to attend select professional conferences. If funds are available, travel, meals, lodging and registration fees may be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher hired to relieve the participant. Upon approval of the employee's application, the administration shall indicate the extent of funding approved. If less than full funding is approved, the employee may withdraw the application. In the event that any building in the Brandon School District is closed and an employee is scheduled for a conference out of district, the employee will be expected to attend the conference. The employee must make every effort to contact his/her supervisor if he/she is unable to attend the conference. Failure to attend may result in reimbursement to the district for lost conference fees.

Upon the request of an employee, a department chairperson, the teaching staff, the Association, or through the Board's initiative, arrangements may be made for courses, workshops, conferences and programs designed to improve the quality of instruction. Department chairpersons and others engaged in curriculum research, study or assisting new employees may be provided with release time.

In recognition and support of the principle of continuous professional development to extend skills and performance and enhance the development of the instructional program, the Board may provide programs during school hours, after hours and during periods when school is not in session.

An employee who enrolls in a Brandon School District Community Education course, which is related to their present or future assignment, will be allowed to attend tuition free. To qualify for this benefit, the employee must submit a request specifying how the course relates to their present or future employment with the Board signed by their immediate supervisor. A voluntary tuition payment may be made if such is necessary to support the class offering.

- 19.3 At least two of the five professional development days provided by the District should be planned at the department or building level, initiated by the employees based on building needs and/or desires.
- 19.4 Section 380.1527 of Michigan's Revised School Code requires school districts to provide five days or 30 hours of professional development to teachers annually. Section 380.1526 of Michigan's Revised School Code requires school districts to provide an additional 15 days or 90 hours of professional development to teachers in their first three years of service. These additional days for professional development will be without additional compensation.

ANCILLARY STAFF ARTICLES

ARTICLE XX - ANCILLARY STAFF ASSIGNMENT

- 20.1 Scope of Assignment

Brandon School District will comply with all federal and state regulations for ancillary staff assignments.

20.2 Recognition of Aspirations

The Board recognizes that it is desirable in making assignments to consider the aspirations of its ancillary staff. Certification, licensure and seniority will be factors in determining assignments subject to the needs of the educational program as determined by the Superintendent/Designee.

20.3 Notification of Assignment

Returning ancillary staff shall be given their expected assignment for the coming year prior to the close of the current school year. The Board will attempt to continue ancillary staff in their then current assignment. If an assignment is to be changed after the close of the school year, the affected ancillary staff will be notified by certified mail if a telephone and e-mail contact cannot be made and will be given an opportunity to discuss the change with the appropriate administrator. Such discussion will take place within ten (10) days of notification of the ancillary staff of the change in assignment whenever possible but at least prior to the opening day of school for students.

20.4 Additional Assignment

Any assignment, which is in addition to the contracted schedule during the regular school year, coaching assignments, and non-teaching extra duties shall not be obligatory but shall be made with the consent of the ancillary staff. Preference in employment for such assignments shall be given to the regularly employed-staff in the District. These added assignments will not involve tenure in position.

20.5 Temporary Administrative Assignment

If an ancillary staff is asked to serve temporarily as Acting Administrator, the terms of such assignment may include the following:

- A. Liability insurance coverage
- B. Release time, if necessary, with or without a substitute
- C. Additional compensation

Such a temporary assignment shall not be obligatory but shall be made with the consent of the ancillary staff.

20.6 Shared Time Provisions

The Superintendent/Designee will consider requests for shared-time positions between two ancillary staff. If approved after consultation with the affected ancillary staff, details of the conditions of such shared-time positions will be reduced to writing and signed by the designated administrator and involved ancillary staff. Copies of such agreements will be furnished to the Association President/Designee who may be present at the option of the ancillary staff at meetings dealing with this matter. Details which will be reduced to writing may include but not be limited to the following:

- A. Salaries
- B. Fringe Benefits
- C. Teaching hours including preparation time, lunch time, reporting and dismissal time
- D. Staff meeting responsibilities
- E. Parent-teacher conference responsibilities
- F. Evening activity responsibilities
- G. Substituting responsibilities in case of absence
- H. Leave provisions
- I. Seniority, longevity and salary schedule movement provisions
- J. Return to full-time position(s) provisions
- K. Termination and/or duration provisions

ARTICLE XXI - ANCILLARY STAFF VACANCIES

21.1 The Board declares its support of a policy of filling ancillary staff vacancies including administrative/supervisory vacancies from within its own staff. However, the final decision of filling vacancies rests with the Board of Education.

21.2 Posting of Vacancies

The Board of Education upon receiving notification of a vacancy shall post said vacancy within five (5) scheduled work days. With agreement between the BEA President and the Superintendent, exceptions may be made. Such vacancies shall be posted for at least five (5) scheduled work days on staff bulletin boards or other mutually agreed upon district locations. The Association President shall receive copies of all postings. During summer months a representative designated by the President in each building shall also receive postings. Employees desiring notification of summer postings will provide an e-mail address or twelve (12) stamped self-addressed envelopes to Central Office by June 1.

21.3 Consideration for Ancillary Staff Vacancies

When an ancillary staff vacancy occurs, the Board will consider all applicants; however, bargaining unit employees will be given primary consideration except when the approval of a voluntary transfer would interfere with the right of return from leave or recall. When the most senior ancillary staff is not granted the position, the staff shall have the opportunity to discuss such a transfer with the Superintendent/designee.

21.4 Filling of Vacancies

All ancillary staff vacancies will be filled as soon as possible after the conclusion of the posting period unless special circumstances exist in which case the Superintendent/Designee and the Association President will meet to discuss when and how the vacancy will be filled.

21.5 Rights of Transferred Ancillary Staff

Transferred ancillary staff shall have the same rights as non-transferred ancillary staff for posted positions.

ARTICLE XXII - ANCILLARY STAFF TRANSFERS

22.1 Voluntary Transfers

- A. Request by an ancillary staff for transfer to a different class, building or position shall be made in writing to the Superintendent/Designee by the first Monday in April of each school year. The Superintendent/Designee shall notify the applicant in writing by May 15 as to whether the transfer has been accepted or refused for the following year. Upon written request, reasons for refusal will be provided in writing within ten (10) working days of the request. A request for transfer to a specific posted vacancy will be considered at any time pursuant to Article XXI, Paragraph 21.2.
- B. Transfer requests must be renewed annually in order to assure active consideration.
- C. Seniority in the Brandon School District will be given primary consideration when more than one (1) equally qualified ancillary staff applies for a transfer to the same position. In the event the less senior person is granted the transfer, the more senior person will be given a written explanation providing a rationale for that decision.
- D. Trades between two (2) ancillary staff shall be permitted in order to allow an ancillary staff to move up with his/her class. Trades will be subject to the mutual agreement of the involved ancillary staff and the administration. Such trades will be for one (1) year.
- E. Newly hired ancillary staff may not request a voluntary transfer in the first two years of employment.
- F. Staff who receive the initial specialized training with Title I funds, must remain in a Title I building for a period of four years.

22.2 Involuntary Transfers

- A. While the parties recognize that involuntary transfers may be necessary due to performance or to meet instructional requirements, they also recognize the desirability to keep such transfers to a minimum. Involuntary transfer may be made when deemed necessary by the Superintendent/Designee for educational reasons but not for disciplinary reasons.
- B. If an ancillary staff is to be transferred involuntarily to meet the following instructional requirements: unexpected leaves, opening of a new building, enrollment shift, death of a staff member, retirement, termination, resignation, staff reduction or physical plant damage, the ancillary staff shall be notified in advance. The ancillary staff shall have the opportunity to discuss such a transfer with the Superintendent/designee.
- C. If involuntary transfers are necessary and direct contact cannot be made, a certified letter shall be sent to the last address of record informing the ancillary staff. Failure to respond in writing within ten (10) days of receipt of the certified letter or

other direct contact shall be deemed as acceptance by the ancillary staff of the change.

- D. If an ancillary staff objects to the transfer, the dispute may be resolved through the professional grievance procedure. Before the formal grievance process is started the Association president and the Superintendent/Designee will meet informally to attempt to resolve the issue. The grievance will be initiated at the Superintendent's level of the professional grievance procedure.
- E. Transfers under Section C above shall not normally exceed one (1) school year and the certified and qualified (See Article XX) ancillary staff in the building in the affected grade level/subject area with the least District-wide seniority will be transferred.

At the elementary level, when a classroom at the grade level in a building is reduced due to a change in student population (i.e., enrollment shift), a voluntary transfer by an affected ancillary staff (to a vacancy in the grade level above or below grade level) shall occur before the position is posted. If there is no volunteer for transfer, the ancillary staff in the reduced grade level with the least district-wide seniority shall be transferred to a vacancy in the grade level above or below. If more than one (1) grade level is affected by student movement, placement shall be by district-wide seniority of those ancillary staff affected.

ARTICLE XXIII - ANCILLARY STAFF EVALUATION

- 23.1 The Superintendent shall appoint up to two administrators to consult with appropriate employees selected by the Association President, for the purpose of recommending evaluation protocols for ancillary staff. A recommendation shall be made to the Superintendent and Association President no later than November 1, 2014.

ARTICLE XXIV - ANCILLARY STAFF DISCIPLINE

24.1 Complaint Against Ancillary Staff

- A. No formal action shall be taken upon a complaint against ancillary staff nor shall any notice thereof be included in the record of the ancillary staff unless such matter is promptly reported in writing to the ancillary staff.
- B. Ancillary staff who are complained against shall be entitled to a meeting with their administrator and the complainant at the request of the ancillary staff. Ancillary staff may request Association representation at this meeting. For the purposes of this section, a complaint is an allegation against an ancillary staff by a person(s) other than supervisory and executive personnel.

24.2 Progressive Discipline

- A. No ancillary staff member shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure, hereinafter set forth including arbitration.

- B. A policy of progressive discipline will be followed which primarily includes a verbal warning, a written warning, reprimand, suspension and discharge, with discharge as a final last resort. However, any disciplinary action taken against ancillary staff employees shall be appropriate to the behavior that precipitated said action and, therefore, might begin at an intermediate level or higher.
- C. When ancillary staff employees are disciplined beyond the verbal warning, the ancillary staff shall be notified in writing, stating the reason for such action within ten (10) workdays of the incident except in cases of serious professional misconduct where an investigation supports action being taken at any time.
- D. In imposing discipline on a current charge, the Board will not take into account any infraction that occurred more than forty (40) months previously unless the current charge relates to a matter of serious professional misconduct.

ARTICLE XXV – ANCILLARY STAFF LAYOFF AND RECALL

The parties agree that the following shall be applicable to the layoff and recall of ancillary staff.

25.1 Layoff

- A. Definition: Layoff shall be defined as a reduction in the work force with subsequent removal from payroll.
- B. Layoff Procedure
 - 1. The Board of Education will determine the programs or departments to be eliminated or reduced. Prior to the final determination, the Administration will discuss the layoff with the Association.
 - 2. The least senior ancillary staff in the program or department determined to be eliminated or reduced will be displaced. Such a displaced ancillary staff will have the right to bump the least senior ancillary staff within the District, provided that the displaced ancillary staff is certified and qualified for that position. If the displaced ancillary staff cannot bump another ancillary staff, such ancillary staff will be laid off.

C. Notice of Layoff

The Board agrees to give as much notice of layoff as possible, but not less than twenty (20) business days prior to the layoff date.

D. Tie Breaker

Criteria to be applied, in order, in the event of a tie for those employees being hired prior to January 2009:

- 1. Certification/licensure
- 2. Seniority
- 3. Experience in the assignment within the Brandon School District

4. Highest degree held
- *5. Total experience not including substituting
6. Double degrees
7. Hours beyond degree

*Total experience shall be defined as full or part-time experience in a regular K-12 program in the position of a non-certificated counselor, social worker, school psychologist, non-tenured speech and language pathologist, in the Brandon School District as well as other public schools and private, parochial and vocational school programs for which certification is required and held, including special permits. Not more than one year's experience can be granted for any one school year.

E. Address Notification

Each ancillary staff on layoff will notify the Administrative Offices, in writing, of an address to which a letter of recall may be sent. Such letter will be mailed to the ancillary staff at said address by certified mail, return receipt requested. If no such address is recorded, the letter will be mailed to the ancillary staff at the last address recorded in the Administrative Offices.

F. Preference in Employment

It is understood and agreed by the parties that ancillary staff personnel laid off from the Brandon School District shall, after active staff, be given preference in employment for vacancies in coaching assignments, and such other non-teaching extra duty assignments provided that they notify, in writing, the Superintendent/Designee that they desire employment in such positions.

G. Seniority Freeze

Persons on layoff will not lose seniority during the layoff but will not accumulate additional seniority during the layoff period.

H. Salary/Sick Leave Freeze

Employees will retain salary schedule placement and sick leave accumulated as of the effective day of layoff.

I. Association Notice

The Association will receive copies of layoff notices.

25.2 Recall

- A. Ancillary staff will be recalled first according to qualified status and seniority.
- B. No new ancillary staff will be hired for any ancillary staff position for which a laid off ancillary staff is qualified.

- C. Ancillary staff laid off will be maintained on recall status for a period not to exceed thirty-six (36) months.
- D. Ancillary staff being recalled will be given three (3) business days from the receipt of a certified letter of recall to indicate their acceptance or rejection of re-employment.
- E. The Association will receive copies of recall notices.

ARTICLE XXVI - MISCELLANEOUS

26.1 Entire Agreement

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.

26.2 Individual Contracts

As set forth in Article 1, Recognition, the Association is the exclusive and sole bargaining representative for employees covered by this collective bargaining agreement. Any contract between the Board and a bargaining unit employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any 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 any contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

26.3 Supersedence of Policy

Except where prohibited by law including but not limited to section 15 of the Public Employment Relations Act, this Agreement shall supersede any rules, regulations, policies or practice of this 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.

26.4 Conformity to Law

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.

26.5 Distribution

This Agreement and additions thereto shall be available via the district's intranet system. One hard (printed) copy will be provided in each building as well an electronic copy placed on the District's website.

26.6 Negotiation Procedure

- A. Negotiations for the entire Agreement shall be undertaken upon request of either party on or before April 30th in the year in which the Agreement expires.
- B. Neither negotiating party shall have control over the selection of the negotiating or bargaining representatives of the other party; and each party may select its representative from within or outside the School District.

ARTICLE XXVII - DURATION OF AGREEMENT

This Agreement and each of its provisions shall be effective as of ratification and shall continue in full force and effect through October 31, 20.

An Emergency Manager appointed by law may reject, modify, or terminate this Agreement provided by law.

In order to comply with Section 164(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1 of each year. Such policy shall not, in any way, alter the provisions contained in this Collective Bargaining Agreement.

APPENDIX A – INSURANCE

A.1 Insurance Protection

The Board of Education agrees to provide medical benefits and non-medical benefits to each eligible employee as stated within this Appendix A.

A. Medical Benefit Insurance

The Board shall contribute, on a monthly basis, 1/12th of the annual amount permitted by the Michigan Department of Treasury, pursuant to section 3 of the Publicly Funded Health Insurance Contribution Act, as amended, per subscriber category.

Employees shall assume and pay all other costs associated with the medical benefit plan the employee selects, including but not limited to, deductibles and contribution to the HSA.

During open enrollment, each eligible employee may select either:

MESSA PAK A

1. Medical: Choices II, \$500/\$1000 deductible: \$20 office visit/\$25 Urgent Care/\$50 Emergency Room visit.
2. Prescription Coverage with Saver Rx

3. Group Long-Term Disability
4. Dental
5. Vision
6. Life/AD&D

OR

MESSA PAK B (With cash in-lieu)

1. Group Long-Term Disability
2. Dental
3. Vision
4. Life/AD&D

OR

MESSA PAK C

1. Medical: ABC Plan 1 deductible per IRS guidelines currently \$1400/\$2800 in 2020.
2. Prescription Coverage: ABC Rx
3. Group Long-Term Disability
4. Dental
5. Vision
6. Life/AD&D

OR

MESSA PAK D

1. Medical: Choices II, \$1000/\$2000 deductible: \$20 office visit/\$25 Urgent Care/\$50 Emergency Room visit.
2. Prescription Coverage with Saver Rx
3. Group Long-Term Disability
4. Dental
5. Vision
6. Life/AD &D

OR

MESSA PAK Plan E *

1. Medical:essentials,\$375/\$750Deductible:
\$20OV/\$50Specialist/\$50UC/\$200ER (*with 20% Coinsurance*)
2. Prescription Coverage: \$10 Generic/20% Coins Brand/Step Therapy
3. Dental
4. Vision
5. Life/AD&D
6. Long-Term Disability

*Employees electing this option shall be entitled to a Board funded HRA (health reimbursement account) for the difference between the annual premium payments and the State mandated hard cap per PA 152.

No employee shall have double health insurance coverage. Part-time employees shall have a prorated amount paid toward health insurance coverage. Preschool teachers will be eligible for single-subscriber benefit level only.

A. Non-medical insurance.

The Board shall pay 90% of the non-medical insurance coverage for full-time employees. The Board shall pay a prorated amount for part-time employees.

C. Life Insurance/AD & D

Forty-five thousand dollars (\$45,000) of group term life insurance, with an accidental death and dismemberment (AD&D) clause, will be provided. (This is inclusive of the coverage provided with MESSA PAK plans.

D. Long-Term Disability Insurance

MESSA Long-Term Disability Insurance commencing on the sixty-first (61st) calendar day at 70% with a maximum monthly income benefit of five thousand dollars (\$5,000).

E. Dental Insurance

MESSA Dental Care Program - Plan (80-80-80) shall cover all employees and their eligible dependents. Employees who are covered by their spouse's dental coverage shall receive Plan (50-50-50).

F. Vision Insurance

MESSA-VSP-3 will be made available for the life of this Agreement.

G. Medical Insurance Option

1. The district will provide a cash in-lieu option to employees who are eligible for medical insurance but choose not to take it. The district has adopted a qualified plan document which complies with Section 125 of the Internal Revenue Code.
2. The cash in-lieu amount will be three hundred (\$300) dollars per month (\$3,600.00 per year) for the duration of this Collective Bargaining Agreement provided 18% or more bargaining unit employees opt for cash in lieu of medical insurance. If 15% to 17.99% of the bargaining unit employees opt for cash in lieu, the amount will be \$200 per month. If the number of employees opting for cash in lieu drops below 15%, the monthly payment shall be \$100 per month. Adjustments to cash in lieu pay will be made on July 1 and January 1 each year. To be eligible for cash-in-lieu, an employee must verify that they are covered by alternate medical insurance coverage. Cash in-lieu payments are subject to tax withholdings or may be applied toward qualified insurance options on a pre-tax basis through MESSA and/or other companies approved by the Board.

3. The parties acknowledge and agree that employees may make separate selection pursuant to salary reduction agreements to defer said cash amounts into their individual tax-sheltered annuity accounts. Said accounts will be subject to FICA withholding.
4. Cash-in-lieu is prorated for part-time employees not electing medical insurance.

A.2 Payment of Premiums

The Board shall make payment of its share for fringe benefit premiums on employees for the full twelve (12) month period commencing September 1st and ending August 1st, with the following limitations:

Any employee on an approved leave of absence or layoff may elect to continue their health care coverage on an eighteen (18) month cash-pay basis, subject to the terms of the insurance carrier.

The employee shall be responsible for being properly enrolled and pay the balance of the premium cost (if any) via payroll deduction. Benefits set forth in this Agreement shall be subject to the rules, regulations and determinations set forth by the carrier.

A.3 Coverage

- A. Coverage for those employees terminated by the Board will end as of the effective date of the termination. Employees who voluntarily resign at the end of the school year shall be covered for the months of July and August (at the full amount of the Board's share) if not covered by a new employer.
- B. Employees who completed the whole school year will be completely covered through June 30th of that school year by payment of the Board's share.
- C. It is expressly understood that employees working less than the whole school year will be entitled to insurance coverage only for that period earned on a prorated monthly basis.

APPENDIX B - SALARY SCHEDULE

	BEA 21-22 SALARY SCHEDULE			
Step	BA	BA+30	MA	EDS
1	\$ 38,747	\$ 41,751	\$ 44,264	\$ 46,478
2	\$ 39,939	\$ 43,022	\$ 45,597	\$ 47,814
3	\$ 41,128	\$ 44,291	\$ 46,929	\$ 49,148
4	\$ 43,569	\$ 46,904	\$ 49,664	\$ 51,881
5	\$ 46,076	\$ 49,580	\$ 52,474	\$ 54,694
6	\$ 48,655	\$ 52,327	\$ 55,358	\$ 57,575
7	\$ 51,290	\$ 55,160	\$ 58,329	\$ 60,548
8	\$ 54,008	\$ 58,085	\$ 61,377	\$ 63,594
9	\$ 56,812	\$ 61,067	\$ 64,524	\$ 66,740
10	\$ 59,693	\$ 64,157	\$ 67,767	\$ 69,985
11	\$ 65,433	\$ 70,307	\$ 74,235	\$ 76,547
17	\$ 66,918	\$ 71,910	\$ 75,935	\$ 78,339
22	\$ 68,405	\$ 73,512	\$ 77,635	\$ 80,130
27	\$ 69,889	\$ 75,115	\$ 79,335	\$ 81,921

Eligible employees shall advance lanes in 2020-21 according to the existing contract language timelines for submission of documentation.

Eligible employees that have completed at least one full school year as a Brandon School District employee within this bargaining unit as of June 18, 2020 shall advance one full step for the 2020-21 school year on September 1, 2020. The full balance for all retro pay will be included in the March 10, 2021 paycheck.

For the 2022-23 school year, wages and steps will be frozen pending further negotiations in the fall of 2022.

Preschool

Teachers assigned to the preschool program will be paid according to the preschool salary schedule listed below. Teachers hired prior to November 21, 2017 were grandfathered at their pay rate from the beginning of the 2017-18 school year, although all future raises and/or steps would be based on the preschool salary schedule listed below. For any preschool teacher whose 2017-18 grandfathered rate of pay was greater than step 5, a 2% pay increase will be issued.

21-22 PRESCHOOL SALARY SCHEDULE		
Step	BA	MA
1	\$28,464	\$34,456
2	\$29,962	\$35,954
3	\$31,460	\$37,453
4	\$32,959	\$38,951
5	\$35,708	\$40,851

APPENDIX C - EXTRA DUTY SALARY SCHEDULE/INDEX SYSTEM

C.1 The following schedule of compensation is the stipend for performing the extra duty assignment, if the position is filled, and refers to one person per school year unless indicated otherwise; assignment shall be made at the discretion of the Board on a yearly basis. Tenure in extra duty assignment will not be granted.

Coaching personnel entering the employment of the School District shall be normally granted credit for not more than five (5) years of coaching experience, when applicable, and placed on the compensation schedule accordingly. Additional credit may be granted upon notice to the Association.

The Board of Education may establish additional extra duty positions and rates of compensation as the Board determines to provide for a quality comprehensive program. Subsequent index point determinations will be made by the Athletic Director for Interscholastic Extra Duty Athletic Positions and by the Superintendent/Designee for Academic and Enrichment/Clubs Extra Duty positions. All additional extra duty position and rates of compensation will be annually provided to the Association for review.

C.1A An * denotes extra duty teaching assignments for purposes of section 15(3)(j) and are within the unilateral authority of the Board with respect to teacher placement.

C.2 Interscholastic Extra Duty Athletic Positions

C. Index Point System Criteria

1. <u>Spectator Interest:</u>	1001 and up	-	14 Points
	801 - 1000	-	12 Points
	601 - 800	-	10 Points
	301 - 600	-	8 Points

- | | | | | |
|----|---|--------------|---|--------------|
| | | 101 - 300 | - | 6 Points |
| | | 26 - 100 | - | 4 Points |
| | | 11 - 25 | - | 2 Points |
| | | 0 - 10 | - | 1 Point |
| 2. | <u>Number of Participants:</u> | 41 and up | - | 10 Points |
| | | 31 - 40 | - | 8 Points |
| | | 21 - 30 | - | 6 Points |
| | | 11 - 20 | - | 4 Points |
| | | 6 - 10 | - | 2 Points |
| | | 0 - 5 | - | 1 Point |
| 3. | <u>Number of Games/Length of Season/Additional Contest:</u> | 20 Dates - 5 | | 4 Months - 3 |
| | | 18 Dates - 4 | | 3 Months - 2 |
| | | 16 Dates - 3 | | 2 Months - 1 |
| | | 12 Dates - 2 | | |
| | | 9 Dates - 1 | | |

Additional Contests

- | | | | | |
|----|--|-------------------------------|---|-----------|
| | | 10 and up | - | 2 Points |
| | | 5 - 9 | - | 1 Point |
| 4. | <u>Equipment Responsibility:</u> | Large Amount | - | 5 |
| | | Moderate Amount | - | 3 |
| | | Small Amount | - | 1 |
| 5. | <u>Conditions of Practice:</u> | Outdoors, Extended
Time | | 10 Points |
| | | Indoors, Rotation
Daily | | 8 Points |
| | | Outdoors, Prime Time
Daily | | 6 Points |
| | | Indoors, Prime Time
Daily | | 4 Points |
| | | Outdoors, Less Than
Daily | | 2 Points |
| | | Indoors, Less Than
Daily | | 1 Point |
| 6. | <u>Media Exposure:</u> | Metro | - | 10 Points |
| | | Regional | - | 8 Points |
| | | Local | - | 5 Points |
| | | Occasional
Local | - | 2 Points |
| | | In-House | - | 1 Point |
| 7. | <u>Team Responsibility/Coordination:</u> | | | |

Varsity, Jr. Varsity, Freshman, Middle School	-	10 Points
Varsity, Jr. Varsity, Freshman	-	8 Points
Varsity, Jr. Varsity and/or Middle School	-	6 Points
Varsity Only	-	4 Points
Freshmen/Jr. Varsity	-	2 Points
Middle School	-	1 Point

8. Experience:

11 Years or More	-	10 Points
6 to 10 Years	-	8 Points
5 Years	-	6 Points
3 to 4 Years	-	4 Points
1 to 2 Years	-	2 Points

Added Notes:

1. Sports of like activity name are transferable.
2. A year is a year. (No two years of experience in one year)
3. Level of activity is not subject to a differential; Varsity and Middle School are the same.
5. Points will be assigned by the Athletic Director.

B. Dollar Amount Per Point

2019-20
\$90.06

Experience points as set forth in C.2 A(8) are to be added to the basic points.

C.

Sport	Level	Base Points
Baseball	Varsity	34
Baseball	JV	26
Baseball	Freshman	23
Basketball	Varsity Boys	43
Basketball	Varsity Girls	43
Basketball	JV Boys	29
Basketball	JV Girls	29
Basketball	Freshman Boys	26

Basketball	Freshman Girls	26
Basketball	8th Grade Boys	20
Basketball	8th Grade Girls	20
Basketball	7th Grade Boys	20
Basketball	7th Grade Girls	20
Cheer	Varsity Sideline	33
Cheer	JV Sideline	23
Cheer	MS Sideline	18
Cheer	Varsity Comp	33
Cheer	JV Comp	23
Cheer	MS Comp	18
Cheer	Freshman	20
Cross Country	Boys	25
Cross Country	Girls	25
Cross Country	MS	11
Sport	Level	Base Points
Football	Varsity Coach	50
Football	Varsity Assistant	35
Football	Varsity Assistant	35
Football	Varsity Assistant	35
Football	JV Head Coach	31
Football	JV Asst Coach	20
Football	Freshman Coach	31
Football	Freshman Asst	20
Football	8th Grade	22
Football	8th Grade	14
Football	7th Grade	22
Football	7th Grade	14
Golf	Girls	23
Golf	Boys	23
Hockey	Coach	43
Hockey	Asst	28
Hockey	Manager	17
Pom Pon	Varsity	22
Pom Pon	Varsity	22
Soccer	Varsity Boys	32
Soccer	Varsity Girls	32
Soccer	JV Boys	25
Soccer	JV Girls	25
Soccer	MS Girls	16
Soccer	MS Boys	16
Skiing	Coach	26
Skiing	Asst	13

Softball	Varsity	34
Softball	JV	26
Softball	Freshman	23
Swim	Varsity Girls	30
Swim	Varsity Boys	30
Swim	Assist Girls	21
Swim	Assist Boys	21
Tennis	Varsity Boys	24
Tennis	Varsity Girls	24
Tennis	JV Boys	13
Tennis	JV Girls	13

Sport	Level	Base Points
Ticket Mgr.	Fall	27
Ticket Mgr.	Winter	27
Ticket Mgr.	Spring	27
Track	Varsity Boys	38
Track	Varsity Asst Boys	25
Track	Varsity Girls	38
Track	Varsity Asst Girls	25
Track	MS Boys	26
Track	MS Boys	26
Track	MS Girls	26
Track	MS Girls	26
Volleyball	Varsity	39
Volleyball	JV Coach	30
Volleyball	Freshman	25
Volleyball	8th Grade	18
Volleyball	7th Grade	18
Wrestling	Varsity	34
Wrestling	Varsity Asst	22
Wrestling	MS	18
Wrestling	MS Asst	13
Athletic Supv.	MS	19
Bowling Club	HS	20

C.3 Academic Extra Duty Position

A. Index Point System Criteria

1. Target Area: Level/Degree of Specialization Needed
Descriptor: Advanced Degree/Course Work in Specialized Area Required 10 Points
Extensive Conference and/or Seminar Training Required 6 Points

		Some Conference/Training Required	4 Points
		Minimal Training Required	2 Points
2.	<u>Target Area:</u>	Breadth of Responsibility	
	<u>Descriptor:</u>	District/Beyond	10 Points
		Multi-Building	8 Points
		Building	6 Points
		Department/Grade Level	4 Points
		Organization	2 Points
3.	<u>Target Area:</u>	Length of Responsibility	
	<u>Descriptor:</u>	Full School Year	10 Points
		Infrequent Yearly	5 Points
		Semester	3 Points
		Infrequent Semester	2 Points
		Seasonal	1 Point
4.	<u>Target Area:</u>	Reporting Responsibility	
	<u>Descriptor:</u>	Submits Budget/Reports/Evaluation to:	
		Federal/State	5 Points
		District	4 Points
		Building	3 Points
		Department/Grade Level	2 Points
		Organization	1 Point
5.	<u>Target Area:</u>	Supervisory/Coordination Responsibility	
	<u>Descriptor:</u>	Supervises/Coordinates:	
		10 or more Professionals	10 Points
		Less than 10 Professionals	8 Points
		150 or more Students	6 Points
		50 - 149 Students	4 Points
		Less than 50 Students	2 Points
6.	<u>Target Area:</u>	Number of Student Activities	
	<u>Descriptor:</u>	Extensive	5 Points
		Moderate	3 Points
		Minimal	1 Point
7.	<u>Target Area:</u>	Release Time Provided	
	<u>Descriptor:</u>	None	10 Points
		Periodic	8 Points
		Partial/Daily	6 Points
		Half-Time	4 Points
		Full-Time	2 Points
		Summer Responsibility	0 Points

B. Dollar Amount Per Point

2021-2022

\$71.00

C. Position

Vocational Education Director	68
Computer Coordinator	47
Substance Abuse/Health Education Coordinator	45
Computer Liaison	42
*High School Band Director	47
*High School Choral Director	46
*High School Department Chairperson	40
*High School Assistant Band Director	30
*Elementary Learning Specialist	45
*Elementary Chairperson	40
Elementary Choral Director	39
Performing Center Manager	45
High School Yearbook Advisor	34
High School Newspaper Advisor	34
*Middle School Learning Specialist	42
*Middle School Band Director	32
*Middle School Department Chairperson	40
*Middle School Choral Director	30
Assistant Middle School Choral Director	20
*Middle School Block Team Leader	10
*Middle School Assistant Band Director	22
*Pit Orchestra Director	22
STEM Tech Coordinator	40

C.4 Enrichment/Clubs Extra Duty Position

A. Index Point System Criteria

1. Target Area: Length of Responsibility
Descriptor:

Full School Year	10 Points
Infrequent Yearly	5 Points
Semester	3 Points
Infrequent Semester	2 Points
Seasonal	1 Point

2. Target Area: Supervisory/Coordination Responsibility
Descriptor: Supervises/Coordinates:

10 or more Professionals	10 Points
Less than 10 Professionals	8 Points
150 or more Students	6 Points
50 - 149 Students	4 Points
Less than 50 Students	2 Points

3. Target Area: Number of Student Activities
Descriptor:

Extensive	5 Points
Moderate	3 Points
Minimal	1 Point

B. Dollar Amount Per Position

2021-2022

\$71.00

C.

Position

Quest Advisor	8	
High School Play Director		35
Senior Class Advisor		30
Junior Class Advisor		30
High School Debate Advisor		20
High School Student Council Advisor		22
High School National Honor Advisor		14
Sophomore Class Advisor		20
Freshmen Class Advisor		20
High School Forensic Coach		13
High School SADD Sponsor		13
High School Color Guard Coach		16
Pompon Sponsor		26
Middle School Play Director		25
Intramural Coach		15
Elementary Student Council Advisor		9
Middle School Student Council Advisor		17
Middle School Yearbook Advisor		10
Varsity Club Advisor		25
Band Camp Sponsor		15
High School Play/Musical Director		35
Quiz Bowl Sponsor		13
Just Say No Sponsor		9
Literary Club Sponsor		13
Elementary Safety Patrol Sponsor		9
Middle School Homework Club		14
Elementary Homework Club	7	
Elementary Coding Club		12
Elementary Movie Making Club		12
High School Spanish Club		10
Peer-to-Peer Club		15
Drama Club		7
Overnight Chaperone		1