

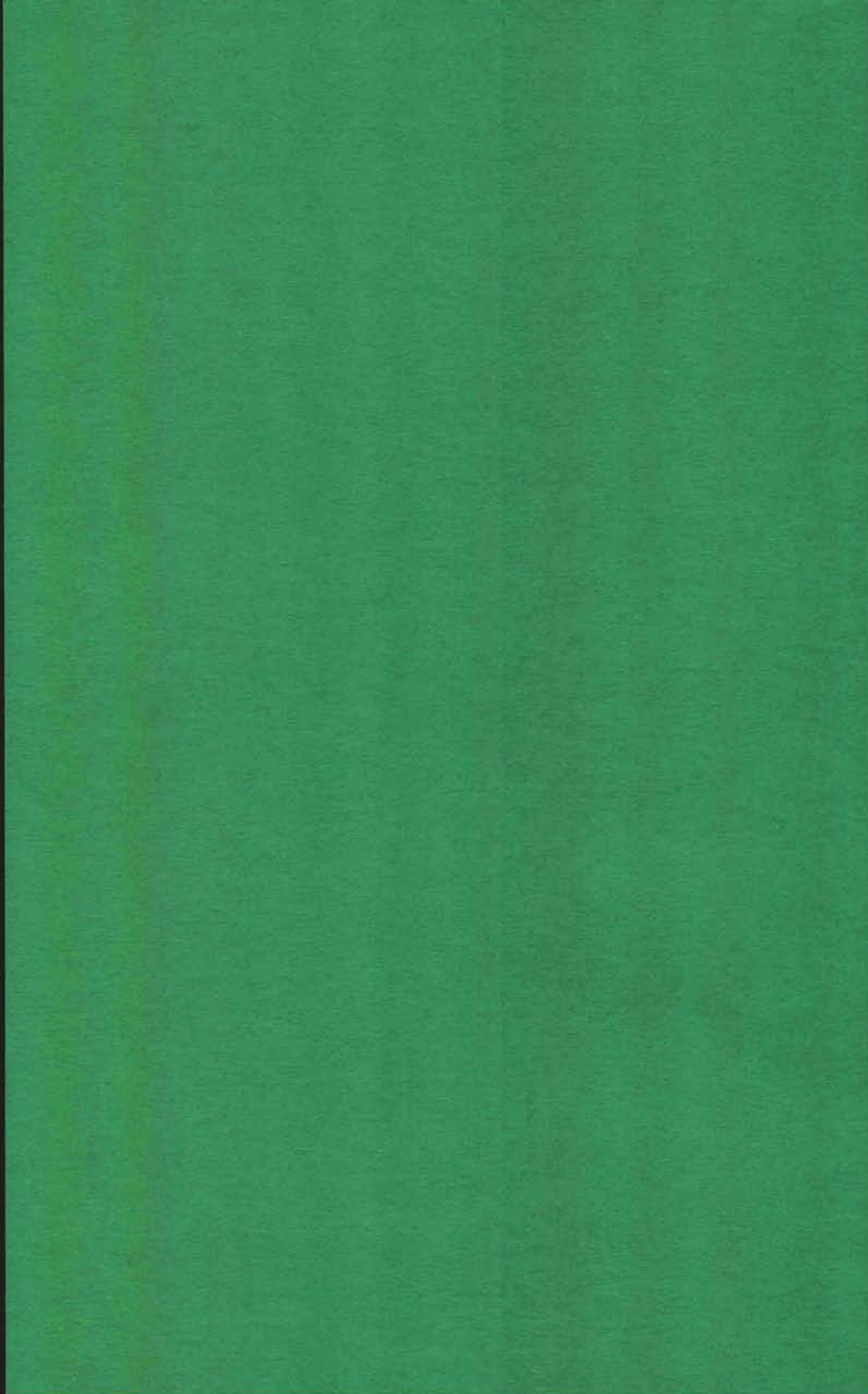
8/21/96

**CONTRACTUAL AGREEMENT  
BETWEEN  
BELDING AREA SCHOOLS  
AND THE  
BELDING EDUCATION  
ASSOCIATION**

**1993 - 1996**

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LABOR AND INDUSTRIAL  
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*Belding Area Schools*



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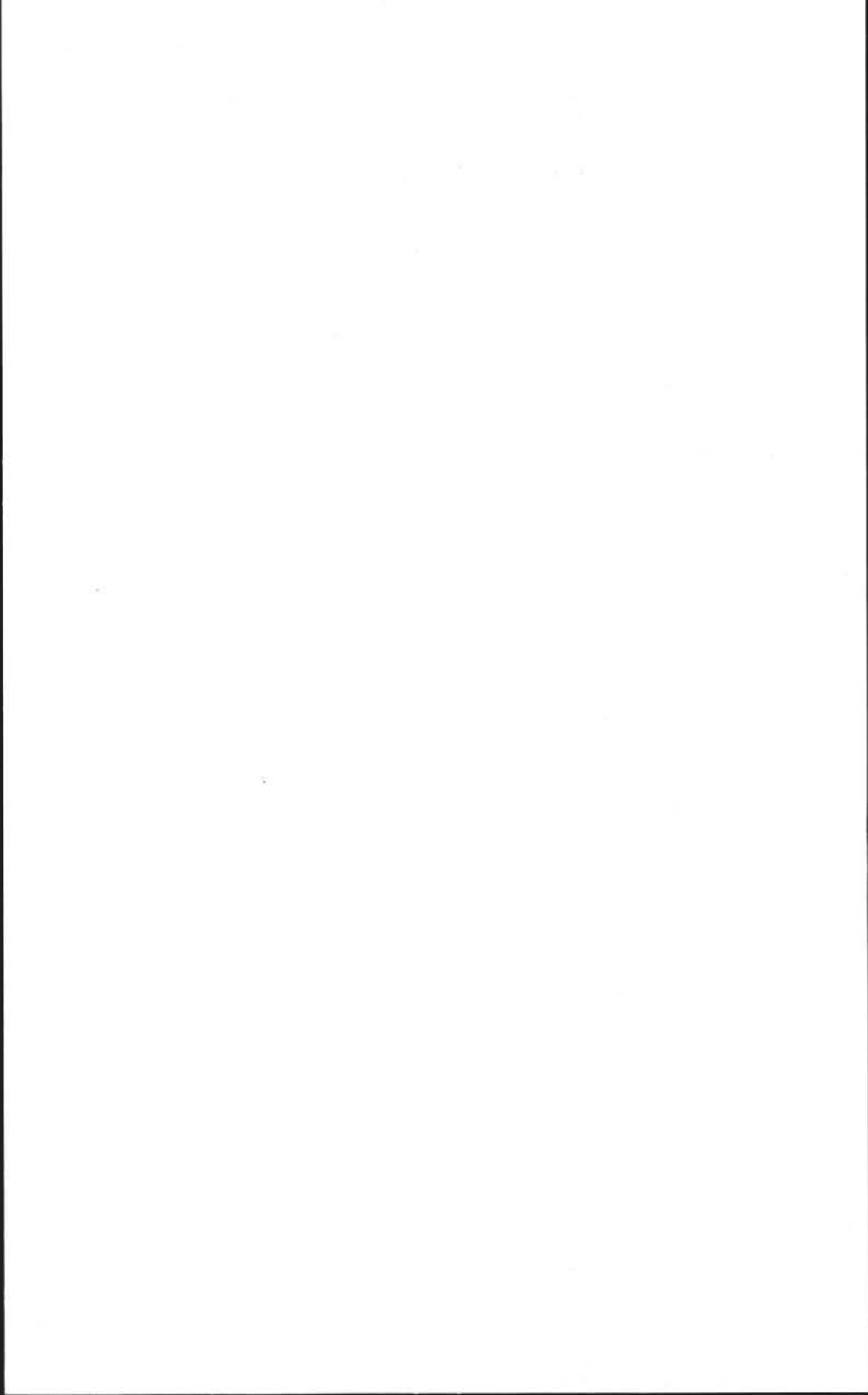
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ARTICLE 1

RECOGNITION

- A. The Board of Education of the Belding Area Schools of Belding, Michigan, hereinafter called "Board", and the Belding Education Association, hereinafter called "Association", hereby enter into the following mutually binding agreement.
- B. The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all elementary and secondary teachers who are certified, including counselors, special education teachers, regularly employed part-time teachers, librarians, alternative education teachers, and the director of guidance, the athletic director when the remainder of his duties consist entirely of teaching duties and specifically excluding all others and particularly the superintendent, principals, substitute teachers, and other teachers with teaching assignments only in community education programs, non-regularly employed part-time teachers and all non-teaching school employees.
- C. The Association will represent the probationary teachers in matters of wages, hours, and working conditions to the degree that it does not infringe upon the rights of the Board as allowed by the Michigan Tenure Act.

## ARTICLE II

### ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power provided by law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any right conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny any right a teacher may have under the Michigan General School Laws or other applicable laws or regulations nor shall anything contained herein be construed to allow any right a teacher is denied under such laws or regulations.
- C. The Association and its representative may use school buildings for meeting purposes and shall schedule the time and place of such meetings subject to the approval of the appropriate building principal. In the event there is an expense above and beyond the normal cost, as a result of such use, the Association shall reimburse the Board.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all times, provided that this shall not interfere with nor interrupt student instruction or counseling. Such representatives shall notify the school principal of their presence in the building.
- E. The Association shall use school facilities and equipment including typewriters, mimeographing machines, and other duplicating equipment, calculating machines and all types of audio-visual equipment and shall schedule such use subject to the approval of the building principal. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. A bulletin board will be provided in each school building of six (6) rooms or more for the use of the Association. Use of such bulletin boards shall be limited to official notices and in the judgment of building principals shall not be used in such a way as to involve students in organizational affairs or controversial topics.

ARTICLE II (continued)

- G. The Board agrees to provide information to the Association which is required by the Freedom of Information Act. Original records will be examined only at the Board offices. Such records shall be available in accordance with the procedures adopted by the Board.
- H. The Board will accept in-put from the staff regarding educational policy and may consult them directly or through the Professional Council.
- I. The Board shall provide and maintain an adequate number of clearly marked parking facilities at all schools for the use of teachers.
- J. Teachers who do not have a regularly assigned classroom shall be provided with desk space and adequate storage space in each assigned school, if requested.
- K. Conference Attendance

It shall be the policy of the Belding Area School Board of Education to encourage employees to actively participate in local, state and national professional organizations.

1. As much as possible, expenses to these meetings will be paid from school funds, and substitute teachers will be provided at no expense to the teacher.
2. Each year, when the General Fund Budget is established, certain funds will be set aside for conference attendance. The total funds will vary from year to year as the financial condition of the district changes. Each school building may be given a specific conference budget based on a per pupil appropriation.
3. Teachers wishing to attend professional meetings must receive prior approval by submitting a conference approval form through their principal to the superintendent.
4. Any teacher who is invited to serve as a resource leader or speaker at an educational conference or at any meeting convened and conducted by the State Education Department, may receive full reimbursement for attendance at such meeting if no reimbursement is available from the State Department, or the sponsoring organization.
5. Since attendance at a National Conference is usually more costly than attendance at local and state conferences, the majority of the staff of a building should give its approval before a teacher is given full reimbursement for attendance at a national meeting; however, fifty dollars (\$50.00) partial reimbursement may be given an individual teacher for attendance at a national conference without total staff consultation.

ARTICLE II (continued)

6. Since conference attendance is limited by a budget, it is the responsibility of each principal to work with the building staff in determining how the money is spent.
  - a. Each school's budget shall be established at the beginning of the calendar year.
  - b. Equal distribution of money shall be available to the staff.
  - c. The principal shall keep the building staff informed about current and important conferences.
  
- L. Teacher Evaluation of Principals
  1. Building principals may be evaluated annually and in writing by all teachers under their supervision.
    - a. The evaluation instrument, developed by the Professional Council, shall be in a narrative format (i.e. no check lists).
    - b. Appropriate deadlines shall be established by the Professional Council at its initial meeting of the school year.
    - c. All evaluations shall be signed by the teacher preparing the evaluation.
  2. The Professional Council shall prepare and distribute the evaluation forms through the building representatives of the Association.
  3. Upon completion of the evaluation, the teacher shall return the form directly to the building representatives; the privacy of the principal shall be respected. All evaluations from each building shall be delivered directly to the superintendent by the building representative.
  4. The superintendent shall have license to share the evaluations with the principal.
  
- M. At the beginning of every school year, the Association shall be credited with eight (8) days to be used by teachers who are officers or agents of the Association. Arrangements shall be made in advance with the Central Office by the B.E.A. President.

ARTICLE II (continued)

N. Financial Responsibility

1. All full time employees covered under the provisions of this Agreement, upon signing an individual contract with the Belding Area School District, or upon assuming their teaching duties in the classroom in the event that an individual contract has not been signed, do hereby acknowledge and authorize the Board to automatically deduct pursuant to MCL 408.477 from the individual's regular wages, the dues and assessments of the Association and the United Profession, or the Representation Benefit Fee which shall be an amount established by the Association in the event that the individual does not become a member of the Association and the United Profession by the date of the first deduction of dues and assessments from the regular wages.
2. The President of the Association shall inform the Board of the sum to be deducted as the dues and assessments of the Association and the United Profession before the first deduction from the regular wages.
3. The Board will make regular payment to the Treasurer of the Association all the dues and assessments of the Association and the United Profession or the Representative Benefit Fee.
4. The deduction of the dues and assessments of the Association and the United Profession or the Representative Benefit Fee shall be according to one of the following methods:
  - a. The total amount may be paid by the individual in a lump sum prior to the first payday in October, or
  - b. The total amount may be deducted from the first pay check in October, or
  - c. The total amount shall be deducted in ten (10) equal consecutive monthly deductions.

O. Professional Council

1. For the purpose of encouraging total staff involvement in crucial professional decision making, a Professional Council composed of representatives of the Administration and of the Belding Education Association shall be established. It shall meet the fourth Monday of each month.

ARTICLE II (continued)

2. The Professional Council membership shall consist of the Superintendent, three administrators, and four members of the Association. The Superintendent shall appoint the administrative members; the Association shall appoint the teacher members.
  3. The Professional Council shall meet at least once a month during the school year to discuss and study all professional matters relating to the conduct of education, including curriculum, in the Belding Area Schools. Meetings will be held after the school day.
  4. The Professional Council shall review and interpret the basic contract between the Belding Area Schools and the Board of Education, propose mutually accepted amendments to the contract, when necessary, and conduct hearings on any matter which may be brought before it from either the Belding Education Association or the School Administration. Any recommendations by the Professional Council involving changes in the basic contract shall be subject to ratification by the Board and the Association. In no way is the Professional Council intended to by-pass the grievance procedure.
  5. The Professional Council is empowered to appoint and arrange meetings for committees composed of teachers and administrators to study and report. Upon completion of its study and report on the subject assigned to it, each committee shall be considered dissolved.
  6. The minutes of the Professional Council meetings shall be distributed by the Superintendent to the building representatives for posting.
  7. The Professional Council shall be made aware of all curriculum changes and potential curriculum changes prior to implementation. Efforts will be made to provide Association members with as much notice as possible of such changes.
- P. Just cause
1. No non-probationary teacher shall be disciplined (include warning, reprimands, suspensions, reductions in rank or professional advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such action which has recourse through the Tenure Act shall not be subject to the grievance procedure. The specific grounds for forming the basis for disciplinary action will be made available to the teacher and the Association in writing. The following shall act as guidelines for just cause:

ARTICLE II (continued)

- a. Did the teacher have reasonable foreknowledge that his/her conduct would be subject to discipline, including discharge?
  - b. Was the rule he/she violated reasonable related to the safe, efficient, and orderly operation of the district?
  - c. Did the administration make a reasonable effort to discover whether the rule was violated before the discipline was administered?
  - d. Was the investigation fair and objective?
  - e. Did the administration obtain substantial evidence that the employee was guilty of the offense with which he/she was charged?
  - f. Was the discipline nondiscriminatory?
  - g. Was the degree of discipline given reasonable relative to the seriousness of the proven offense and/or to the teacher's employment record?
2. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the teacher shall be advised immediately of said possibility and be advised of the right to representation under the provision of this agreement.
- Q. Non-Discrimination  
The Board agrees it will in no way discriminate against or among Employees covered by this agreement because of their race, age, sex, creed, religion, marital status or physical characteristics.
- R. Tenure in Position  
Effective August 26, 1984, any unit member who is employed in a position other than as a classroom teacher shall not obtain tenure in such position. Upon satisfactory completion of the probationary period, all certificated personnel holding such positions shall be granted tenure in compliance with the Michigan Tenure Act and shall be deemed to have tenure as a classroom teacher.
- S. Bargaining unit members in positions which are not subject to the Tenure Act will serve probationary periods paralleling probationary periods under the Act.
- T. When the Board receives written request for information from a teacher's personnel file pursuant to the Freedom of Information Act, the teacher and the Association will be given a copy of the request within two (2) days.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system;
  2. To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
  3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for student, all as deemed necessary or advisable by the Board;
  4. To make final decision upon the means and methods of instruction, the selection of textbooks and other teaching materials and equipment;
  5. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. At the beginning of every school year, each teacher will receive a copy of the revised Principal's Handbook or Supplement of Instruction. Whenever a teacher fails to carry out his/her responsibilities as defined in this agreement and the Principal's Handbook, he/she will be subject to disciplinary action that may include any or all of the following:
1. Verbal or written reprimand, a copy of the letter will be given to the teacher, placed in the Teacher's personnel file and/or sent to the Association. Teachers shall have the right to review the contents of their personnel files in the presence of an administrator. In the event



ARTICLE III (continued)

a teacher corrects a deficiency identified in a disciplinary writing or evaluation and provides written or other substantiated proof of the correction, the principal shall (upon request) write a letter acknowledging that correction. A copy of that letter shall be delivered to the teacher and another copy shall be included in the personnel file. This letter shall supplement the original documentation of deficiency; it shall not replace it (e.g. the original writing shall remain part of the file).

2. For repeated offenses disciplinary lay-off, Board reprimand and/or possible dismissal from the staff if the circumstances and nature of the offense would necessitate this disciplinary action.
- D. Not later than three weeks prior to the ending of the regular school year, the Principal, if asked in writing, will meet with a faculty committee to discuss changes proposed by either party for the Principal's Handbook for the following school year. Teachers shall be given adequate time to make recommendations which shall be given due consideration by the Principal before changes are made in the handbook.

ARTICLE IV

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered in this agreement are set forth in the appendix, which are attached to and incorporated in this agreement. Teachers may choose one of the following pay options:
1. Twenty-six (26) equal installments.
  2. Twenty-six (26) equal installments, the last five (5) of which will be available the last regular payday of the school year.
  3. Twenty-one (21) equal installments to be distributed on the first twenty-one paydays.
  4. With notice to the Association, the Board shall determine a schedule by which payroll will be delivered to Association members. The Association recognizes that from time to time the number of installments, referenced above, may be increased from twenty-six (26) equal installments and twenty-one (21) equal installments to twenty-seven (27) equal installments and twenty-two (22) equal installments, respectively. The Board will exercise this prerogative to avoid lapses of more than two weeks between the last and twenty-sixth (26th) payroll of a concluded school year and the first (1st) payroll of a new school year.
- B. Nothing in this agreement shall require the Board to keep schools open in the event of severe weather conditions or when otherwise prevented by Acts of God. When schools are dismissed early due to weather conditions, teachers shall be released from duty when no longer needed to supervise students. If schools are not opened because of weather conditions, teachers shall not be required to be on duty and shall be compensated at their normal daily rates.
1. A teacher taking a leave day, as defined in Article VIII, will not have such a day deducted from his/her leave days when schools are not in session because of an Act of God.
  2. It is understood that the Board has the right and obligation to temporarily close school in case of a declared state of national emergency. All such lost days are to be made up at a time mutually agreed upon by the Board and the BEA officers.

ARTICLE IV (continued)

3. Inclement Weather Make-up

- a. In the event that school is closed due to Acts of God, the days missed shall not be made up unless the number of student instruction days falls below the level required by the statute, Department of Education rules or by section 101 of the State Aid Act in order to receive full state aid payments.

The provisions of this article which require the make-up of certain lost instructional days shall not result in any increase or decrease in compensation to teachers.

- b. In the event that Section 101 (3) of the School Aid Act is repealed, amended or otherwise modified during the term of this agreement (e.g. by the courts, legislature, Department of Education, etc.), Article IV B. shall be altered to meet state requirements, subject to review by the parties.
- c. If by the last regularly scheduled instructional day, less than 180 days of instruction have been provided to students, the calendar shall be extended; additional instructional days shall be provided on subsequent week days until the provisions of 3.a. (above) are satisfied.
- d. The last day of teacher service shall be the day after the last student attendance day (per 3.c. above) unless changed by the Professional Council.

- C. If a teacher completes enough semester hours of credit to qualify for the next higher pay bracket during the first semester, the full pay increase is allowed, but if the necessary credits are completed during the second semester, only one-half of the pay increase is allowed. It will be the responsibility of the teacher to inform the business office by July 1st of that teacher's intent to complete credits which would bring about a pay increase.

It will also be the responsibility of the teacher to provide proof of credit at the District business office on or before June 30 of the fiscal year in which the salary increase is anticipated. The horizontal pay increase will begin in the fiscal year in which proof of completion is provided. (Previous year's claims, if any, shall be forfeited if notice is not timely.) Acceptable proof shall include any of the following: formal transcripts; letters from the college/university, notice of grade from the college/university, or other indications deemed reasonable by the Superintendent of Schools.

ARTICLE IV (continued)

- D. Teachers employed on a part-time basis for either a semester or full year shall attend regularly scheduled teacher's meetings and all other school activities full-time teachers are required to attend.
- E. Evidence of teacher certification must be filed in the superintendent's office by all teachers by October 10th or the teacher's paycheck will be withheld thereafter. Evidence means: An active certificate or a complete transcript of credits upon which is noted the date and type of teaching certificate issued.
- F. All full-time teachers in grades 6-12 will be assigned five class periods with a preparation period. These periods shall not exceed sixty (60) minutes including passing time. Time spent by teachers traveling between buildings shall not be construed to be passing time. Exceptions to this sixty (60) minute maximum shall be allowed to accommodate lunch room scheduling. In some cases schedules may be altered to accommodate laboratories, vocational programs and other special needs classes; in those cases the total teacher/pupil contact time shall not exceed the total weekly teacher time described above.
  - 1. Any teacher who agrees to teach an additional section in lieu of his/her preparation period, shall receive twenty percent (20%) of his/her contractual teaching salary as compensation. No secondary teacher shall teach more than six (6) periods per day.

Section F. shall not apply to Alternative Education teachers.

- G. Teachers in grades K-12 who voluntarily agree to substitute in lieu of their preparation period shall receive the sum of .0008 x B.A. base per class hour taught.
- H. Teachers tutoring students engaged in independent study shall receive one percent (1%) per student per semester of the beginning salary for teachers at the bachelor's degree level.
- I.
  - 1. The Board may employ teachers to act as grade level departmental chairpersons in the following areas:
    - Elementary: Kindergarten & First Grade Chairperson  
Second & Third Grade Chairperson  
Fourth & Fifth Grade Chairperson
    - Middle School: Science  
Math  
Language Arts  
Social Studies

ARTICLE IV (continued)

High School: Science  
Math  
Language Arts  
Social Studies  
Vocational Skills  
Industrial Arts

K-12 Computer Science Committee Chairperson

2. The chairperson of the department shall be appointed by the Principal.
  3. The Principal may grant release time with pay by providing a substitute, if, in his/her opinion, the department chairperson needs additional time to fulfill special responsibilities.
  4. The department chairperson shall receive a 4% pay differential based on the beginning Bachelor's Degree salary.
- J. The Belding Area Schools shall reimburse any teacher at the rate of one hundred thirty-five dollars (\$135) per class, upon successful completion of such class, when graduate coursework is undertaken.
1. A teacher may qualify for reimbursement for only one class per contract year.
  2. Graduate coursework must be in the teacher's major or minor subject area or in education or in an allied field (such as psychology, counseling and guidance) or in a subject area in which the teacher is currently teaching. Continued Education Units (CEU) will not be accepted for movement on the salary schedule unless approved by the Superintendent per the special regulations section appended to Schedule A of this agreement. Any class for which the teacher plans to submit a reimbursement request shall be approved by the superintendent before registration.
  3. Teachers shall be reimbursed after evidence of successful completion of the coursework has been submitted to the business office.
- K. Teachers who volunteer to provide instruction to homebound students will be compensated at the substitute rate provided for in Schedule B, and reimbursed for mileage. In no instance will a teacher be required to provide homebound instruction against his or her will.

ARTICLE V (continued)

- L. Staff members who are requested by the Administration to work on day(s) outside the negotiated calendar, shall enter into a written agreement with their Administrator defining the day(s) and/or time(s) to be worked and when an equal amount of released time shall be granted.
- M. It is agreed between the parties that when teachers in grades K-12 supervise special testing (such as MEAP, SRA, etc.) during their preparation periods, they will be compensated according to Article IV, Section G. However, in activities such as assemblies, field trips, class trips, field days, etc., where teachers have traditionally supervised students during their preparation periods, no compensation will be paid to teachers for supervision during their preparation periods. The parties recognize that preparation periods traditionally have been used to finalize lessons, correct student work, advise students academically and to confer with parents, administrators and other teachers.
- N. Full-time Alternative Education Teachers shall work a seven (7) hour day.

The work year for Alternative Education Teachers will continue to contain the same number of work days as set forth in the calendar in Appendix E.

ARTICLE V

INSURANCE

- A. 1. The district will provide up to full family insurance premiums for each full-time teacher who requests Plan A and who is not included in and covered by his/her spouse's health and medical insurance policy. (See Article V., E.)

PLAN A

Super Care I  
80/80/80 dental insurance with adult ortho  
\$10,000 group term life with AD & D  
VSP-2

2. Teachers not wishing health care protection may apply the cost of the individual employees MESSA Super Care I premium to the cost of any MESSA options not subject to income tax by the Internal Revenue Service or any annuity offered by any of the companies listed in Article 5(F) in addition to Plan B.

PLAN B

80/80/80 dental insurance with adult ortho  
\$20,000 group term life with AD&D  
VSP-2

- B. Teachers working fewer hours than is considered full time who elect to receive benefits under paragraph A of this section shall have prorated premiums paid on their behalf; such proration shall be based on the number of hours actually assigned to classroom duties relative to the number of hours considered a full assignment.

Part-time teachers not wishing health care protection may apply the prorated cost of the individual employees' MESSA Super Care I premium to the cost of any MESSA options or any annuity offered by any of the companies listed in Article 5 (F) which are not subject to income tax by the Internal Revenue Service. This provision shall be subject to the provisions of the carrier.

- C. The Board of Education agrees to make appropriate deductions upon written authorization from teachers for tax sheltered annuities purchased from any one of the following companies:

ARTICLE V (continued)

1. Equitable Life Assurance Company
2. American Express Financial Advisor
3. Prudential
4. Jackson National Life
5. Valic
6. Kemper Life Insurance Company
7. MEA Financial Services

In the event that one or more of the above companies no longer serves any teachers, that company may be replaced by another company providing that at least four teachers are ready to subscribe.

- D. The Board's sole responsibility is to provide the appropriate premium subsidy contribution to eligible employees as defined in this article. Teachers shall be responsible for submitting enrollment applications.
- E. Teachers shall submit the following formal assurance:

I hereby certify to the terms of Article V.(A)(1) that I am not included in and covered by my spouse's health and medical insurance policy.

I understand that if I become included in and covered by my spouse's health and medical insurance policy at a later point in time, that I must immediately withdraw my enrollment in the District's plan. (Such withdrawal will not effect my eligibility for benefits available in Article V(B) except as limited by insurance carriers and Internal Revenue Service definitions of non-taxable benefits.) I further understand that any excess premium payment made by the District due to my failure to provide the District with notice in such instance will result in the payroll deduction of excess payments from my paycheck or collection through other means available to the District.

I acknowledge that failure to give assurance via this affidavit shall excuse the Belding Area Schools from any obligation to provide hospitalization insurance under Article V.

And finally, I understand that the Board of Education will not attempt to collect any excess insurance premiums paid prior to November 1, 1991, if a teacher received District paid insurance while being included in and covered by his/her spouse's insurance prior to this date.



ARTICLE VI

TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure high quality education; and that is the goal of both the teachers and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.
- B. Except in traditionally large or experimental classes, the Board will attempt not to exceed the following class size maximums:

1. <u>Level</u>	<u>Size</u>
K-2	27
3-5	28
6-12	140
K-5 PE	32
6-12 PE	200

If class enrollments exceed the above sizes, the teacher shall receive either one dollar (\$1) per student per day that the overload exists or, in grades kindergarten through five and at the teacher's option, an additional hour of aide time per day. The above limits shall not be exceeded by more than two (2) students in grades kindergarten through five nor by five students per day in grades eight through twelve and in physical education classes. There will be no exceptions to the size maximums for grades six and seven. The Board will make every reasonable effort to equalize the number of students in each class at any given level or subject area. If the enrollments in a section of K-5 PE exceed 32, an aide will be assigned to the section. The enrollment, even with an aide will not exceed 37.

2. In classes which use special facilities or labs in grades 6-12, the number of students per teacher shall not exceed the number of teaching stations as defined by the Professional Council in the following areas: Home Economics, Industrial Arts, Language and Typing.
3. This policy shall exclude the counting of migrant students within the class size for the first semester of the school year.

ARTICLE VI (continued)

4. A teacher with a class or classes that exceed the above class sizes may at his/her option, ask the professional council to review the situation and to make recommendations to the superintendent.

Section B shall not apply to Alternative Education teachers.

- C. Teacher aides will be provided in elementary buildings to perform nonteaching duties at a ratio of one full-time aide (6 hours per day) for every eight full-time classroom teachers. (This does not include special teachers: see definition, Article XI A, Section 7.)
  1. Teacher aides who are paid from E.S.E.A. Chapter 1 funds will not be included in determining this ratio.
  2. Teacher aides will be under the supervision of the building principal who will be responsible for their assignment to a teacher who will determine their non-teaching duties.
  3. Nothing in this agreement is to prevent teachers from volunteering their services for duties not required of them, nor to require them to accept the services of a teacher aide against their wishes.
  4. The teacher aides may be assigned to recess duty by the school principal if they are not assigned to other classroom duties.
- D. All teachers (except Alternative Education) will have a duty free uninterrupted lunch period of equivalent length to that of their pupils except that at least one teacher will be present in each elementary school during the noon hour period to deal with emergency situations.
- E.
  1. Six Instruction Period Day - Elementary teachers shall have preparation time consisting of two (2) 15 minute periods per day (AM and PM). In addition, elementary teachers will have an average of 75 minutes (as is the current practice 1978-80) per week minimum prep time during special classes (as defined in Article XI A, Section 7.)
  2. Five Instructional Period Day - K-5 teachers shall have preparation time consisting of one 15-minutes period per day A.M. or P.M. (recess) and the remainder of preparation time will occur before the student day begins and after the students have been dismissed.
- F. The Principal will make all reasonable effort to assign to a teacher in grades 6-12, no more than four (4) preparations in a semester. If five (5) preparations have to be assigned, a conference between the teacher, the Department Head, and the Principal will be held to discuss the situation.

ARTICLE VI (continued)

Section F. shall not apply to Alternative Education teachers.

- G. 1. After an IEP has been developed for a student, the principal will provide a copy of the IEP to each teacher into whose classroom the student will be placed. Upon request of the general education teacher(s), the principal and special education teacher(s) will meet with the general education teacher(s) to discuss the placement and IEP.
- 2. When requested by the general education teacher into whose class(es) a special education student is placed, special training or other assistance relevant to the student's needs will be reviewed by the Administration and a determination made as to what training or assistance, if any, will be provided.
- 3. Teachers will not be expected to administer prescription drugs or to undertake health or custodial care services unless necessitated by an emergency.
- 4. If any teacher has a reasonable basis to believe that a special education student's current Individual Education Plan (IEPC) is not meeting the student's unique needs as required by law, the teacher will advise the principal in writing.
- H. 1. The participation of teachers on school improvement planning committees at the building level and on the district-wide level is voluntary. The teacher's performance in relationship to such committee assignments shall not be the basis for the issuance of an adverse evaluation or discipline.
- 2. a. School improvement plans shall not modify in any manner the collective bargaining agreement between the Board and the Association. In the event that any provision(s) of a plan or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail unless a deviation is granted by the Board and Association.
- b. Based upon the importance of ongoing school improvement, the parties recognize that adherence to the master contract provisions in all respects may inhibit legitimate restructuring and innovative initiatives. School improvement committees interested in requesting a deviation from the master contract terms shall request a deviation in writing from the Board and Association.
- c. Upon receipt of the request, the parties do agree to meet concerning the requested contract deviation.

ARTICLE VII

VACANCIES, TRANSFERS AND PROMOTIONS

- A. Vacancies \* occurring within the bargaining unit and within the total professional staff, including newly created positions, shall be filled on the basis of experience, competency based on evaluations and the qualifications of the applicants as determined by the Administration.
1. The above vacancies shall be posted on a designated bulletin board in each building along with a copy of such posting to the Association.
  2. Positions as above described shall be posted at least ten (10) school days prior to being permanently filled.
  3. Teachers may apply for such positions by submitting a written letter to the superintendent's office.
  4. When the criteria of experience, competency and qualifications are deemed equal, the seniority of the applicants and the effect on the total instructional program shall also be factors in determining Board reaction to the transfer request.
  5. After July 1, the Board is not required to post vacancies. Teachers with requests for transfer on file under section C or who have requested summer vacancy notices under section B will be notified.
- B. Teachers desiring to learn of position vacancies which occur during the summer shall leave self-addressed, stamped envelopes in the Personnel Office. Positions shall remain posted for fifteen (15) calendar days prior to being filled unless conditions beyond the control of the Board prevent such length of posting. Application for and filling of such summer vacancies shall follow the procedures in Paragraph A.
- C. Requests by a teacher for transfer to a different building or position may be made at any time. Such requests shall be made in writing to the Personnel Office with a copy to the Association. The application shall set forth the school, grade or position sought, and the applicant's qualifications. Such requests shall be reviewed twice each year to assure active consideration by the employer. The record of transfer, the transfer request, and all evaluative data pertaining thereto shall be made a part of the teacher's personnel file. No teacher will be discriminated against because of a request to transfer.
- \* Defined for purposes of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.

ARTICLE VIII

LEAVE DAYS

- A. All teachers are allowed fifteen (15) leave days per year with the unused portion accumulative to 180 days.
- B. Leave days with salary shall be available for the following purposes:
  - 1. Personal illness of the teacher, including disability for maternity reasons.
  - 2. Illness of members of household.
  - 3. Illness in the immediate family when the situation is critical, upon approval of the building principal, or the Superintendent.
  - 4. Death in the immediate family. (Maximum 4 days per absence).
  - 5. Two (2) personal leave days per year.
- C. Qualifications for use of leave days:
  - 1. Personal illness or illness of members of household.
    - a. To qualify for a leave day the teacher must provide notification before 6:30 A.M., except in cases of emergencies.
    - b. Hours or class periods of planned absences or emergencies shall be cumulative to full day equivalencies and deducted from leave days.
    - c. No pay is awarded for unused leave days.
  - 2. Death in the immediate family.
    - a. The immediate family includes spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, or any other relative for whose funeral arrangements the teacher is responsible as approved by the principal.
  - 3. Personal business or emergencies.
    - a. Two (2) leave days per year may be used at the teacher's discretion and shall be compensated at a teacher's contracted daily rate of pay, subject to the restrictions below (Article VIII, Section C.3. b-e).

ARTICLE VIII (continued)

- b. A teacher planning to use a personal leave day (or days) shall notify the principal of that intent at least three (3) days in advance, except in cases of emergency.
  - c. Such days shall not be used the day before or the day after a holiday or a vacation period: Use of such leave time may, at the superintendent's discretion, be granted.
  - d. A teacher may be allowed additional personal leave days without salary and paid benefits after fifteen (15) days of unpaid absence in 1993-94, ten (10) days of unpaid absence in 1994-95, and five (5) days of unpaid absence in 1995-96. (Note: the teacher may continue the benefits by reimbursing the Board, via payroll deduction or direct payment, at a ratio of days absent relative to total teacher work days in the professional calendar.)
  - e. The principal may disapprove personal leave if it interferes with a singular event that demands the teacher's presence in school: NCA visitation, State assessment testing, in-service days, parent-teacher conferences, SRA testing, etc.
  - f. Compensated personal leave days shall be deducted from a teacher's accumulated leave days. Compensated personal leave days may not be accumulated as personal leave days.
- D. With the first paycheck in September, the teacher shall be notified in writing of the total number of leave days accumulated and available for use if necessary by the teacher.
- E. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- F. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Act shall receive pay for each day of sick leave less an amount equal to the daily amount received under the Workers' Compensation Act.
- G. Family and Medical Leave Act (FMLA)
- An unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any bargaining unit member in accordance with the Family and Medical Leave Act (FMLA) for any of the following purposes:

ARTICLE VIII (continued)

1. The birth or placement for adoption or foster care of a child from date of birth or placement;
2. Because of a serious health condition of a bargaining unit member's spouse, child or parent;
3. Because of the bargaining unit member's own serious health condition.

To be eligible for a leave of absence, the bargaining unit member must meet the eligibility requirements set forth in the FMLA and FMLA Regulations.

Where permitted by the FMLA, an employee shall have the option to take FMLA Leave on an intermittent or reduced schedule. Where permitted by the FMLA, the employer may require an employee to substitute paid vacation leave, personal leave and/or sick leave for FMLA unpaid leave.

In accordance with the FMLA, the Board shall continue group health plan benefits during FMLA. This shall not be construed as a waiver of the Board's right to recoup premium payments from employees where permitted by the FMLA or as an agreement to provide benefits greater than what would have been provided if the employee was not on FMLA leave.

FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA Regulations. Limitations found under Section 108 of the FMLA -- "special rules concerning employees of local educational agencies" -- shall apply. The Board reserves all rights granted to school districts under the FMLA, such as, but not limited to, the right to substitute paid leave for unpaid FMLA leave, to require medical verification of illness, to require a certificate of fitness as a condition for the bargaining unit member's return to work and to require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for bargaining unit members who are married.

If the reason for the FMLA leave is foreseeable, the bargaining unit member must provide at least thirty (30) days advance notice of the FMLA leave. All other notice must be provided as soon as it becomes practical.

All other provisions of the FMLA shall apply. This section shall be interpreted consistent with the definitions contained in the FMLA. This section shall not provide employees with any greater rights or benefits than required by the FMLA. To the extent required by the Family and Medical Leave Act (P.L. 103-3), an eligible bargaining unit member shall be granted leave and other rights specified by the law.

ARTICLE VIII (continued)

When leave is taken by an eligible bargaining unit member under the Family and Medical Leave Act, the District shall likewise enjoy and reserve all rights afforded it by the law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including District and eligible bargaining unit member rights and responsibilities, shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

Furthermore, the Board reserves all rights granted by the FMLA even if not specifically set forth above.



ARTICLE IX

TEACHER EVALUATION POLICY

- A. The primary purpose of evaluation is for the improvement of instruction.
- B. The building principal is responsible for the evaluation of all personnel in the building. In meeting this responsibility, the principal has the obligation to identify, specifically, any observable inadequacies in individual performances. When such inadequacies are identified, the principal must offer guidance and help to the individual for the purpose of correcting such deficiencies.
- C. Probationary teachers shall be evaluated at least one (1) time per year and tenured teachers at least one (1) time every three (3) years. Each evaluation will in part be based upon a minimum of four (4) classroom visitations for probationary teachers and one (1) visitation for tenured teachers. Teachers may request additional classroom visitations.
  1. The results of the principal's observations will be communicated to the teacher within five (5) school days following a classroom visitation. If the principal observes any serious deficiencies in the teacher's performance, a conference will be held with the teacher concerned within five (5) school days of the observation.
  2. The report will not contain a rating system and it is understood that the reports should avoid the usage of comparative adjectives such as "good," "excellent" or "poor."
  3. In addition, each principal may, on an optional basis, submit any additional written reports to the superintendent throughout the year concerning a teacher's performance. In such cases, a copy of the report will be given to the teacher. The teacher, upon request, will be granted a conference to discuss the contents of such reports within (5) school days of receipt of a report.
  4. The final report to the superintendent shall be a summation of all evaluations during the current school year and must be discussed fully with the teacher in an individual conference, and shall bear both the signature of the principal and the signature of the teacher. The teacher shall be informed that a signature on the report does not necessarily mean that the teacher concurs with the evaluation but merely that he/she has seen the report and it has been discussed with him/her. The teacher shall also be given a personal copy of the report.

ARTICLE IX (continued)

- D. Any teacher dissatisfied with his/her written evaluation by the principal, may respond in writing relative to any objections or may initiate an appeal to the Superintendent of Schools within five (5) school days. Teachers may be represented by a Belding Education Association representative at an appeal meeting.
- E. Nothing in this policy shall preclude any informal evaluation discussions between a principal and a teacher.
- F. If a principal concludes that a teacher should be dismissed because of inadequate performance, this must be recommended to the superintendent, accompanied by a rationale based on specific incidents described and verified by time and date in the teacher's evaluation. The teacher shall receive a copy of the written recommendation within ten (10) working days.
- G. If any other person has provided information to the principal in the preparation of evaluation, that person shall be identified in the report.
- H. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of their pupils. Test results of academic progress of students may be used in the evaluation of a teacher only after three consecutive years of counseling by the principal in an effort to improve results as related to that teacher's methods of instruction.
- I. Each teacher shall have the right, upon request, to review contents of his/her evaluation and personnel files. A representative of the Association may at the teacher's request accompany the teacher in this review.

ARTICLE X

LEAVE OF ABSENCE

- A. The Board may grant a leave of absence without pay and benefits for a period not to exceed one (1) year, subject to renewal by the Board. The teacher returning from such leave shall be placed on the next salary step providing he/she was under contract a complete semester or its equivalent of one-half of the annual contract days. Time spent on leave of absence does not count as credit earned for advancement to the next step on the salary schedule. Application for leave shall be signed by both parties.
- B. The Board may grant a leave of absence under the following conditions:
1. A teacher granted a leave of absence shall be entitled to return from such leave and shall be assigned to the same position, or a substantially equivalent position, provided the teacher is certified, qualified, and has sufficient seniority per Article XI, A.
  2. The teacher displaced by the returning teacher shall be considered for any vacancies in accordance with the Teachers Tenure Act and Article XI, A. When a tenured teacher is granted a leave of absence and if the vacancy is filled by hiring a non-tenured teacher:
    - a. The non-tenured teacher shall be issued a contract not to exceed one year and the non-tenured contract shall terminate at the end of the year.
    - b. The non-tenured teacher shall be paid at the rate commensurate with education and teaching experience.
    - c. The contracted non-tenured teacher shall not be granted seniority credit nor placed on the Association seniority list.
    - d. If the contracted teacher is hired by the district after the expiration of the contract issued to accommodate the leave of absence vacancy, he/she shall receive full seniority credit for time worked.
- C. A leave of absence without pay and benefits may be granted upon application for the following purposes:
1. When personal illness extends beyond the period compensated under Article VIII.
  2. When a teacher is inducted for military duty in any branch of the armed forces of the United States for a length of time equal to the duration of the induction period.

ARTICLE X (continued)

3. A leave may be granted to a tenured teacher for professional improvement through research, travel, education or through professional or political appointment or election.
- D. The Board may grant a child care leave upon request subject to the provisions of Section A and B of this article. A teacher may make application for reinstatement prior to the expiration of the leave. The Board reserves the right in its sole discretion to approve accelerated termination of such leave on the basis of the individual case.
- E. Teachers who have been employed for seven (7) consecutive years in the school district may be granted a sabbatical leave by the Board for professional improvement, such leave not to exceed one (1) year.
  1. During the sabbatical leave, the teacher shall be considered in the employ of the Board, shall have a contract and will receive full insurance benefits and one-half his/her contractual teaching salary.
  2. A teacher returning from sabbatical leave shall be restored to his/her teaching position and shall advance in seniority and to the next step on the salary schedule.
  3. No more than one (1) teacher in the district shall be absent on sabbatical leave at any one time.
  4. The teacher shall agree to remain in the employ of the district for a period of not less than one (1) year following that teacher's return, or reimburse the school district in the amount paid.
  5. Seniority shall determine priority in case of multiple requests; and in case seniority is equal, then order of request will take precedence.
  6. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on the leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.

ARTICLE XI

TEACHER PROTECTION

A. Reduction in Personnel, Seniority and Recall

1. a. A seniority list shall be prepared by the superintendent's office, a copy of which will be provided to the Association by October 15. The Association shall request any revisions, with reasons for such revisions, within ten (10) working days after receipt of the seniority list.
  - b. Seniority for purposes of this agreement shall be defined as the years of continuous service in the District.
  - c. Administrators' seniority (and exercise of all such rights should an administrator assume or re-assume duties recognized in Article I, Section B of this contract) shall be calculated as if administrators were included in Article I, Section B of this contract (i.e. shall be computed from the first day of the most recent date of hire).
2. In compiling the seniority list, the following criteria shall apply:
    - a. Teachers who resign, retire, are discharged or are denied employment under provisions of the Tenure Act shall lose all seniority credit. If subsequently employed by the District, their seniority credit begins with the last date of hire. If a teacher is dismissed or denied employment under provisions of the Tenure Act and such action is reversed, seniority credit shall begin with the last date of hire prior to the dismissal.
    - b. "Date of hire" shall be when the earliest of three events occurred; each of which indicates a commitment between the teacher and the District.
      - (1) The date on an individual contract offered by the District's agent and signed by the teacher; or
      - (2) The date on which the teacher was hired by formal action of the Board, or
      - (3) The first date of regular\* work by the teacher for the District.  
\*(Excluded is work prior to the first regular school day associated with coaching, band camp, F.F.A., driver education, library, counseling, etc.) Teachers employed as permanent substitutes who thereafter become regularly employed teachers without a

ARTICLE XI (continued)

break in employment shall count, as their date of hire, the first date of permanent substitute service.

If a tie in all the above criteria still exists, it shall be broken by the drawing of lots, conducted by the Association in the presence of the teachers involved and a Board representative.

- c. In computing seniority, one day of employment (full or part-time) equals one day of credit. Sick days count as employment.
  - d. Tenured teachers granted unpaid disability, health care\*\* or military leaves of absence shall accumulate seniority credit. \*\*Excludes care of a healthy child.
  - e. Seniority credit shall be given for time spent on layoff status.
  - f. In cases of transfer to a non-bargaining unit position, teachers so affected shall retain all seniority accumulated as of the effective date of change.
3. If conditions warrant a layoff of personnel, the following procedure will be used.
- a. In the event teachers must be laid off, layoff will be on the basis of seniority, certification, and qualifications. It is understood that the executive Board of the Association shall have the right to review the layoff list prior to notification of the individual to be laid off.
  - b. Teachers in positions being reduced or eliminated shall have the right to be transferred to a full-time position held by a teacher with less seniority if the more senior teacher (who was assigned to the reduced or eliminated position) is certified and qualified for that position. No part-time positions shall be created to retain a senior teacher.
  - c. If the Board acts to lay off a teacher, every effort will be made to notify the teacher of that Board action within two working days of the action.
4. Laid off teachers shall be recalled to the first open position for which they are certified and qualified and in reverse order of layoff. Changes in certification after the effective date of an employee's layoff shall only be taken into consideration in recall to open positions. Consideration for transfer to an open

ARTICLE XI (continued)

position will be given to any currently employed, qualified applicant. Laid off teachers shall be recalled to those open positions remaining after currently employed teachers have been transferred.

5. A probationary teacher's right to recall shall only extend for a period of three (3) years from the effective date of his/her layoff.
6. Notification of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of Education of any change in address.
7. Qualifications for purpose of this agreement are defined as follows:
  - Grades 8-12: Must meet the qualifications established by the North Central Accreditation Association.
  - Grade 7: Major or minor in the subject area(s) or one year of successful teaching experience in the subject area(s), in lieu of a major or minor, within the last three (3) years.
  - K-6 General Subjects: State Certification
  - K-8 Special Subjects: Major in the subject area(s). Examples of such special subject areas are: art, music, physical education, science, remedial or extra-classroom reading (e.g., Chapter 1), counseling and library. Self-contained general classroom teachers shall not be covered under this section.
8. A laid off teacher may continue his/her health, dental and life insurance benefits by paying monthly the normal per-subscriber group premium for such benefits to the Board of Education, subject to conditions of existing policies provided such continuation does not affect the group rate.
9. During a period of impending layoffs in this district, the Board may grant requests for voluntary leaves of absence if the Board deems it economically sound to approve such requests and a satisfactory replacement can be employed.

ARTICLE XI (continued)

10. A revised seniority list shall be prepared by the superintendent's office and a copy given to the Association thirty (30) days after the ratification of any changes in the method of preparing the list. The list shall include all certifications held by each teacher. The most senior teacher shall be ranked #1 on the list; the next most senior teacher as #2, etc. Rankings shall indicate a teacher's position on the list at the time the list is prepared. A draft will be posted in all buildings and teachers are responsible for reporting any mistakes or omissions to the superintendent's office before the final list is prepared.

B. Assault on a Teacher

1. Any case of assault upon a teacher, who is acting in an official school capacity, shall be promptly reported to the Board through the Superintendent or designated representative. The Board shall provide all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
2. If it has been determined that the teacher has not been at fault, time lost by a teacher in connection with the disposition of any incident mentioned in this article shall not be charged against the teacher for the balance of the contract year during which the incident occurred.



ARTICLE XII

NEGOTIATION PROCEDURES

- A. During the professional negotiations leading up to this Agreement each party has the right to make proposals and bargain on all bargainable matters. This contract contains the entire agreement of the parties. During its life each party agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not, except for matters which are subject to professional grievance negotiations as provided in Article XIII.
- B. Notwithstanding the foregoing paragraph, it is agreed that any teacher, the Association, or the Board shall have the right during the terms of this Agreement to bring matters, not covered herein but of common concern, to the attention of the Professional Council for its study and mediation.

ARTICLE XIII

GRIEVANCE PROCEDURE AND ARBITRATION

- A. A claim by a teacher or the Association, that there has been a violation of any provision of this agreement may be processed as a grievance as hereinafter provided.
- B. An individual teacher may present a grievance to the Board or its designated representative only through a representative of the BEA or the MEA as long as any adjustment is not inconsistent with the terms of this Agreement. However, the Association reserves the right to be present at the time of such adjustment.
- C. Step I: Within ten (10) working days of the time an alleged grievance arises, the teacher will present a signed written statement of grievance to that teacher's principal. Within ten (10) working days after the presentation of the statement of grievance, the principal's written response shall be given to the teacher.
- D. Step II: If the grievance is not resolved in Part C, the teacher may, within four (4) working days of receipt of principal's answer, submit to the superintendent a signed written "Statement of Grievance". A copy shall be given to the principal involved at the same time. The "Statement of Grievance" shall name the teacher involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the teacher and of the Association with respect to these provisions, shall indicate the relief requested and shall be signed by the teacher and/or the Association.

The superintendent or designated representative shall give the teacher an answer in writing no later than ten (10) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the superintendent and the Association.

- E. Step III: If the grievance is not resolved in Step D, the teacher and/or the Association shall meet with the Board of Education within a reasonable time, not to exceed ten (10) days, unless a longer time is mutually agreed upon between the parties, after working hours to discuss the grievance. The Board shall render its written decision within fifteen (15) working days of such meeting.
- F. Step IV: If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Part E, above, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) days from the date of the meeting provided for in Part E above.

ARTICLE XIII (continued)

- G. Any grievance not advanced to the next step by the Association within the time limits in that step, or if no time limit is specified, within two (2) working days, shall be deemed abandoned. Time limits may be extended by the Board and the Association in writing, then the new date shall prevail.
- H. Powers of the Arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in causes of alleged violation of the specific articles and sections of this Agreement.
  - 1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - 2. The arbitrator shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session, of 1937 of Michigan as amended), or by the Civil Rights Commission or by the Workers' Compensation Board, or by the Employment Relations Commission.
  - 3. The arbitrator shall have no power to rule on the dismissal of a probationary teacher or the imposition of a third year of probation.
- I. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- J. The fees and expenses of the arbitrator shall be shared equally by the Board and the party or parties requesting arbitration. All other expenses shall be borne by the party incurring them, and neither shall be responsible for the expense of witnesses called by the other.
- K. Claim for Back Pay.
  - 1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
  - 2. No decision in any one case shall require retroactive wage adjustment in any other case.
- L. The Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

ARTICLE XIII (continued)

Individual teacher contracts shall be made expressly subject to the terms of this Agreement.

- M. If any provision of this Agreement or any application of the Agreement to any teacher or groups of teachers 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 and applications shall continue in full force and effect.
- N. The Association shall have no right to initiate a grievance involving the rights of the teacher or group of teachers without the approval of said teachers in writing.

ARTICLE XIV

FUTURE NEGOTIATIONS

- A. Successor: Negotiations for a successor to this contract shall begin no later than sixty days prior to its expiration or earlier at any date agreeable to both parties.
- B. Duration of Agreement: This agreement shall be effective upon ratification by both parties and shall continue in effect through August 21, 1996.

BOARD OF EDUCATION:

By: Deanne Rockburn  
President

By: Cindy Heaton  
Secretary

BELDING EDUCATION ASSOCIATION:

By: Lynn Mason 3-30-95  
President

By: Jodi Edwards 3-30-95  
Secretary

BELDING EDUCATION ASSOCIATION  
 SCHEDULE A  
 1993-94

Step	BA	BA + 18	BA + 30	MA	MA + 15	MA + 30	2nd Ed MA Ed. Spec.
1	\$22,598	\$24,442	\$25,928	\$26,436	\$32,164	\$32,807	\$33,452
2	22,598	24,442	25,928	26,436	32,164	32,807	33,452
3	23,502	24,442	25,928	26,436	32,164	32,807	33,452
4	24,441	25,422	25,928	26,436	32,164	32,807	33,452
5	25,421	26,438	26,965	27,494	32,164	32,807	33,452
6	26,436	27,496	28,045	28,594	32,164	32,807	33,452
7	27,494	28,595	29,165	29,737	32,164	32,807	33,452
8	28,594	29,738	30,333	30,926	32,164	32,807	33,452
9	29,737	30,928	31,546	32,164	33,452	34,119	34,788
10	30,926	32,165	32,807	33,452	34,788	35,484	36,180
11	30,926	33,453	34,119	34,788	36,180	36,904	37,625
12	30,926	34,789	35,484	36,180	37,625	38,379	39,131
13	30,926	36,181	36,904	37,625	39,131	39,915	40,696
15	32,164	37,626	38,379	39,131	40,695	41,511	42,327
20	32,164	39,131	39,915	40,695	42,323	43,170	44,019
25	32,164	40,696	41,511	42,323	44,018	44,896	45,780

BELDING EDUCATION ASSOCIATION  
 SCHEDULE A  
 1994-95

Step	BA	BA + 18	BA + 30	MA	MA + 15	MA + 30	2nd Ed MA Ed. Spec.
1 - 4	\$24,930	\$25,930	\$26,447	\$26,965	\$32,807	\$33,463	\$34,121
5	25,929	26,967	27,504	28,044	32,807	33,463	34,121
6	26,965	28,046	28,606	29,166	32,807	33,463	34,121
7	28,044	29,167	29,748	30,332	32,807	33,463	34,121
8	29,166	30,333	30,940	31,545	32,807	33,463	34,121
9	30,332	31,547	32,177	32,807	34,121	34,801	35,484
10	31,545	32,808	33,463	34,121	35,484	36,194	36,904
11	31,545	34,122	34,801	35,484	36,904	37,642	38,378
12	31,545	35,485	36,194	36,904	38,378	39,147	39,914
13	31,545	36,905	37,642	38,378	39,914	40,713	41,510
15	32,164	38,379	39,147	39,914	41,509	42,341	43,174
20	32,164	39,914	40,713	41,509	43,169	44,033	44,899
25	32,164	41,510	42,341	43,169	44,898	45,794	46,696

BELDING EDUCATION ASSOCIATION

SCHEDULE A

1995-96

Step	BA	BA + 18	BA + 30	MA	MA + 15	MA + 30	2nd Ed MA Ed. Spec.
1 - 4	\$25,429	\$26,449	\$26,976	\$27,504	\$33,463	\$34,132	\$34,803
5	26,448	27,506	28,054	28,605	33,463	34,132	34,803
6	27,504	28,607	29,178	29,749	33,463	34,132	34,803
7	28,605	29,750	30,343	30,939	33,463	34,132	34,803
8	29,749	30,940	31,559	32,176	33,463	34,132	34,803
9	30,939	32,178	32,821	33,463	34,803	35,497	36,194
10	32,176	33,464	34,132	34,803	36,194	36,918	37,642
11	32,176	34,804	35,497	36,194	37,642	38,395	39,146
12	32,176	36,195	36,918	37,642	39,146	39,930	40,712
13	32,176	37,643	38,395	39,146	40,712	41,527	42,340
15		39,147	39,930	40,712	42,339	43,188	44,037
20		40,712	41,527	42,339	44,032	44,914	45,797
25		42,340	43,188	44,032	45,796	46,710	47,630



## BELDING AREA SCHOOLS

Belding, Michigan

### SPECIAL REGULATIONS

#### CONCERNING CREDIT HOURS

1. Hours of credit to be used in determining placement on the BA + 18, BA + 30, MA + 15 and/or MA + 30 schedules shall be:
  - a. Graduate credit semester hours. However, no pay or credit for hours shall be given on Schedule "A" for "credit" received from a non-accredited school or for credits produced solely by travel without required study.
  - b. In the teacher's major or minor subject area; or in education; or in an allied field such as psychology, counseling and guidance, or in a subject area the teacher is currently teaching.
  - c. Such hours may be prior to or after the MA degree is obtained.

This requirement may be waived by the superintendent upon individual request if, in the superintendent's judgment, the course work in question will contribute to the teacher's professional growth.

#### CONCERNING TEACHING EXPERIENCE

1. Teachers moving horizontally on the salary schedule shall be placed at the step commensurate with their years of credit for teaching service. The three longevity steps (15, 20 & 25) in the B.A. column shall be phased out as teachers presently in the system (who were hired before August 26, 1977) are no longer employed or have moved horizontally off the schedule.
2. Teachers will be placed on the salary schedule commensurate with their total years of teaching experience in or outside of the Belding Area School District. After December 1, 1977, any new teachers hired by the Belding Area Schools shall be placed on the salary schedule at the appropriate degree level and the yearly step not to exceed twelve (12) years of credit for teaching experience. Thereafter, these teachers will move vertically on the salary schedule, one step per year. Any teacher given twelve (12) years previous teaching experience on the salary schedule must teach an additional two (2) years in the Belding Area Schools system before he/she can move to the 15th step on the salary schedule.

SCHEDULE B

HOURLY SALARY SCHEDULE

Driver Training	.000735	BA base per hour + \$.10
Summer Science	.000735	per hour per year experience. (10) maximum
Summer Vocational Agriculture	.000735	
Adult Diploma - \$.0008 x BA base per hour.		
Substitute during preparation period	-	.0008 x BA base per hour.
Renaissance Co-ordinator	-	.0008 x BA base per hour.

SCHEDULE C

EXTRA PAY FOR COACHING ATHLETICS

Following is a list of salaries to be paid if such positions are filled by the Board of Education. The percentages shown will be applied to the starting salary at the Bachelor Degree level plus pay increments, provided, however, that the number of increments used to determine this pay will be equal to the number of years coaching experience that the coach has had in that particular sport.

Football, Basketball, Wrestling, Volleyball	
Head Coach	11%
Ass't Coaches	8%
7th and 8th Grade	5%
Cross Country, Track, Baseball, Tennis, Golf, Softball	
Head Coach	8%
Ass't Coaches	6%
7th and 8th Grade	5%
Ass't Cross Country	4%
Cheerleading	
Varsity Coach	5% (per season)
Ass't	4% (per season)
7th and 8th Grade	3% (per season)
A.D. (classroom teacher)	11%
Ass't A.D.	8%

If an Athletic Booster group totally funds athletics, the Board will not assume any financial responsibility for paying coaching salaries.

## SCHEDULE D

### TEACHER SALARY SCHEDULE

#### Extra Assignments

The Board of Education recognizes the value of providing students an opportunity to express and develop individual interests that are not satisfied by the confines of the regular school program. The development of interests not only helps students to become well adjusted but also helps to form good attitudes toward school in general.

The Board of Education, therefore, encourages the organization of student activity groups and authorizes the formation and organization of such groups subject to the approval of building principals.

Student activity groups are under the general supervision and jurisdiction of building principals. The building principal is responsible for the selection of teacher-sponsors for these groups and also has the authority to change teacher-sponsors if, in his judgment, there is a need to do so. The building principal is further authorized to recommend to the Professional Council the discontinuance of any student activity which, in his opinion, has ceased to function as an effective group.

Teacher-sponsors should at all times be mindful of the general purposes of student activity groups as set forth by the Board of Education. At the same time, they should have certain responsibilities to their groups which are more specific in nature. At the beginning of the year, they should insist that their group establish its goal for the year and lay plans as to how these goals will be accomplished. They are to supervise all meetings and activities or make adequate provision for the same subject to the approval of the building principal. Student activity groups provide an opportunity for teachers to work on a more personal basis with students, helping them find a way to express themselves individually in an acceptable way; helping others to have respect for their fellow students. Teacher-sponsors should strive to build or maintain an interesting and active group and should seek the help of their building principal should a group seem to be having difficulty in this respect.

Pay for teacher-sponsors will be determined by applying percentage rates to the beginning salary for teachers at the Bachelor's Degree level. The Professional Council will determine the classification of new student groups and the pay status of the teacher-sponsors assigned to new groups for the first year. If, in the opinion of the Professional Council, the groups should continue for another year, the pay status of the teacher-sponsor will be subject to negotiation.

SCHEDULE D (continued)

Student activity groups are categorized as follows:

Clubs - 1%	
Chess Club	M.S. History Club
Computer Club	M.S. Science Club
Drama Club	National Honor Society
Forensics Club	Pep Club
Future Business Leaders	Photo Club
Future Nurses	Radio Club
Future Teachers	SADD
H.S. Science Club	Spanish Club
H.S. Ski Club	Varsity Club
Intramural Sports Supervisor	Weightlifting
Student Production Groups - 2%	
Musical Director Class Plays	
Variety Show	
Student Production Groups - 4% (per play)	
Director, Class Plays	
Service Groups - 4%	
Middle School and High School Student Council (When not taught as a class)	
Back Stop Director	
Service Groups - 2%	
Assistant High School Student Council	
Battle of Books Co-ordinator (one position)	
Eighth (8th) Grade Activities Co-ordinator	
Middle School Renaissance Director	
Service Squad	

SCHEDULE D (continued)

Academic Classes	Teacher Sponsor Pay
8th Grade Sponsor	1%
9th Grade	1%
10th Grade	1%
11th Grade	6%
11th Grade (Ass't)	1%
12th Grade	8%
12th Grade (Ass't)	1%

Pay for other special assignments are as follows:

Department Chairperson	4%
Independent Study (per student per semester, maximum 2 students)	1%
Jr. - Sr. High School Band Director	10%
Assistant Jr. - Sr. High School Band Director	4%
Vocal Music Director	3%
Debate Coach	4%
Noon Hour Supervision and/or Recreation	7%
Elementary Recreation	7%
Yearbook Sponsor (when not taught a class)	
High School	10%
Middle School	5%
Driver Education Coordinator	5%

Teachers supervising student teachers will be paid whatever the sending institution pays up to a maximum of 4% for each equivalent full-time student under their supervision.

GRIEVANCE PROCEDURE FORM

---

\_\_\_\_\_ School District

Submit to Principal in Duplicate

Distribution of Form

1. Superintendent
2. Principal
3. Association
4. Teacher

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Building	Assignment	Name of Grievant	Date Filed
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STEP 1

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. State of Grievance and Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

D. Grievant and/or Association Position \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

GRIEVANCE PROCEDURE FORM (continued)

STEP II

A. Date Received by Superintendent \_\_\_\_\_

B. Disposition by Superintendent \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

D. Date \_\_\_\_\_ Signature \_\_\_\_\_

STEP III

A. Date received by Superintendent and/or Board of Education \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

D. Date \_\_\_\_\_ Signature \_\_\_\_\_



GRIEVANCE PROCEDURE FORM (continued)

STEP IV

A. Date submitted to Labor Mediation Board and Board of Education \_\_\_\_\_

B. Disposition by Mediation Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Date of Decision \_\_\_\_\_ Signature \_\_\_\_\_

STEP V

A. Date submitted to Arbitration \_\_\_\_\_

B. Disposition of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Date of Decision \_\_\_\_\_

Signature of Arbitrator \_\_\_\_\_

BELDING AREA SCHOOLS

Belding, Michigan

LEAVE OF ABSENCE REQUEST AND APPROVAL FORM  
(Complete in Triplicate)

Teacher \_\_\_\_\_ Building \_\_\_\_\_

Date \_\_\_\_\_ Teaching Assignment \_\_\_\_\_

Type of Leave \_\_\_\_\_ Beginning Date \_\_\_\_\_

Ending Date \_\_\_\_\_ Current Salary Step \_\_\_\_\_

\_\_\_\_\_  
(Signature of Applicant)

Date Board (Approved, Denied) Request \_\_\_\_\_

Date Leave to Begin \_\_\_\_\_ To Expire \_\_\_\_\_

Step on Salary Schedule upon Return \_\_\_\_\_

Type of Leave under Article X, Section B, Paragraph \_\_\_\_\_

or Article X, Section C, Paragraph \_\_\_\_\_

or Article X, Section D \_\_\_\_\_

\_\_\_\_\_  
(Signature of Applicant)

Completed Copies to:

1. Superintendent
2. Applicant
3. B.E.A. President

BELDING AREA SCHOOLS  
Belding, Michigan

ASSIGNMENT TRANSFER REQUEST

\_\_\_\_\_  
(Date)

I respectfully desire to be considered for transfer to

\_\_\_\_\_ at \_\_\_\_\_  
(Assignment) (Building)

if and when a vacancy occurs for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Building Principal Sign and Forward  
to Superintendent's Office

SCHEDULE OF TEACHER CONTRACT DAYS AND ATTENDANCE DAYS  
FOR THE SCHOOL YEAR 1994-95

WEEK OF:	STUDENT	TEACHER	REMARKS
August 29 - September 2	4	5	Aug. 29 - Teacher Orientation/Preparation
September 5 - September 9	4	4	Sept. 5 - Labor Day
September 12 - September 16	5	5	
September 19 - September 23	5	5	
September 26 - September 30	5	5	
October 3 - October 7	5	5	
October 10 - October 14	5	5	
October 17 - October 21	4	5	Oct. 21 - Teacher In-Service
October 24 - October 28	5	5	
October 31 - November 4	5	5	
<b>First Marking Period</b>	<b>47</b>	<b>49</b>	<b>Ten Weeks</b>
November 7 - November 11	4	5.5	Nov. 9, 10, 11 - Parent/Teacher Conferences, 9 hrs. Nov. 11 - No School for Students
November 14 - November 18	5	5	
November 21 - November 25	3	3	Nov. 24 & 25 - Thanksgiving Break
November 28 - December 2	5	5	
December 5 - December 9	5	5	
December 12 - December 16	5	5	
December 19 - December 23	0	0	Dec. 19 - Jan. 2 - Christmas Break
December 26 - December 30	0	0	
January 3 - January 6	4	4	School Resumes - Jan. 2 Legal Holiday
January 9 - January 13	5	5	
January 16 - January 20	3.5/5	5	Jan. 18, 19, 20 Exams a.m./Records p.m. Jan. 18, 19, 20 - Half Days for Students K-12
<b>Second Marking Period</b>	<b>39.5/41</b>	<b>42.5</b>	<b>Nine Weeks</b>
<b>Total First Semester</b>	<b>86.5/88</b>	<b>91.5</b>	<b>Nineteen Weeks</b>
January 23 - January 27	5	5	
January 30 - February 3	5	5	
February 6 - February 10	5	5	
February 13 - February 17	5	5	
February 20 - February 24	5	5	
February 27 - March 3	5	5	
March 6 - March 10	5	5	
March 13 - March 17	5	5	
March 20 - March 24	5	5	
March 27 - March 31	5	5	
<b>Third Marking Period</b>	<b>50</b>	<b>50</b>	<b>Ten Weeks</b>

SCHEDULE OF TEACHER CONTRACT DAYS AND ATTENDANCE DAYS (continued)

WEEK OF:	STUDENT	TEACHER	REMARKS
April 3 - April 7	0	0	April 3 - 7 - Spring Break
April 10 - April 14	5	5	
April 17 - April 21	5	5	
April 24 - April 28	5	5	
May 1 - May 5	5	5	
May 8 - May 12	5	5	
May 15 - May 19	5	5	
May 22 - May 26	5	5	
May 29 - June 2	4	4	May 29 - No School - Memorial Day
June 5 - June 9	3.5/5	5	June 7, 8 & 9 - Exams a.m./Records p.m. June 7, 8 & 9 - Half Days for Students K-12
June 10 or June 12	0	.5	Last Half Day for Teachers
<b>Fourth Marking Period</b>	<b>42.5/44</b>	<b>44.5</b>	<b>Nine Weeks</b>
<b>Total Second Semester</b>	<b>92.5/94</b>	<b>94.5</b>	<b>Nineteen Weeks</b>
<b>Total for Year</b>	<b>179/182</b>	<b>186</b>	<b>Thirty-eight Weeks</b>

Snow days exceeding three (3) to be made up beginning \_\_\_\_\_

Parent/teacher conference week of the \_\_\_\_\_ (9 hours) with the days & times to be determined by Prin. and teachers. Each building will have option of dividing the 9 hours between fall and spring PTC if they wish. Four days of student attendance.

\_\_\_\_\_ Last Day for Teachers (or day after last for students)

1995 - 1996

Student Days 183  
Teacher Days 187

RENEWAL  
LETTER OF AGREEMENT  
BETWEEN THE  
BELDING AREA SCHOOLS BOARD OF EDUCATION  
AND THE  
BELDING EDUCATION ASSOCIATION

RE: HEALTH AND MEDICAL INSURANCE

The Professional Council also discussed Article V, Section A.1. which states that the district will provide full family health and medical insurance unless a teacher is "included in and covered by his/her spouses's health and medical insurance policy."

Because of recently discovered instances in which teachers have subscribed to the Board paid plan when spouses also have had hospitalization insurance, the professional council agreed to added criteria for receiving Board paid hospitalization insurance. That added requirement is teacher responsibility for signing an affidavit that assures the following:

I hereby certify to the terms of Article V.(A)(1) that I am not included in and covered by my spouse's health and medical insurance policy.

I understand that if I become included in and covered by my spouse's health and medical insurance policy at a later point in time, that I must immediately withdraw my enrollment in the District's plan. (Such withdrawal will not effect my eligibility for benefits available in Article V(B) except as limited by insurance carriers and Internal Revenue Service definitions of non-taxable benefits.) I further understand that any excess premium payment made by the District due to my failure to provide the District with notice in such instance will result in the payroll deduction of excess payments from my paycheck or collection through other means available to the District.

I acknowledge that failure to give assurance via this affidavit shall excuse the Belding Area Schools from any obligation to provide hospitalization insurance coverage under Article V.

And finally, I understand that the Board of Education will not attempt to collect any excess insurance premiums paid prior to November 1, 1991, if a teacher received District paid insurance while being included in and covered by his/her spouse's insurance prior to this date.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the B.E.A.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

