

8/25/96

**CONTRACTUAL AGREEMENT  
BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT OF THE CITY OF  
BERKLEY**

**AND THE**

**BERKLEY EDUCATION ASSOCIATION**

**1993-1996  
OAKLAND COUNTY, MICHIGAN**

*Berkley School District*

Michigan State University  
LABOR AND INDUSTRIAL  
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## **AGREEMENT**

This Agreement entered into this 13th day of September, 1993, effective August 26, 1993, by and between the Board of Education of the City of Berkley, Michigan, hereinafter called the "Board" and the Berkley Education Association, a nonprofit incorporated body under the laws of the State of Michigan, hereinafter called the "Association".

### **PREAMBLE**

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

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

NOW THEREFORE, IT is agreed:

## **ARTICLE I**

### **Recognition**

**Section 1** The Board recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of Michigan 1965, for all regular, certified teaching personnel, counselors, librarians, members of the orthopedic unit and members of the special education staff (excluding substitute teachers, adult and continuing education teachers, directors, administrators, and all other employees) as certified on February 2, 1966. The term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.

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

**Section 3** For all items of this contract, and in all areas of employment, all noncertified professional personnel who are fully approved, certified or licensed by the State Department of Education or the State Department of Licensing and Regulation shall enjoy all rights and privileges guaranteed to certified tenure teachers under this contract. This shall include the right to due process with the right to administrative hearings before the Superintendent and hearings before the Board in event of disciplinary action, demotion, or dismissal. Each educator shall have the right to have a representative of his/her choice present at such hearings.

This shall not be construed to extend to noncertified personnel the right to a hearing before the Michigan Teacher Tenure Commission unless such right is guaranteed by state law.

#### **Section 4**

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

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

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

C. In the event a bargaining unit member does not pay the service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, terminate the employment of such bargaining unit member forthwith. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

D The Association shall in all cases of noncompliance with this article, notify the bargaining unit member by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide for ten (10) days for compliance, and shall further advise the bargaining unit member that a request for discharge may be filed with the Board in the event compliance is not effected.

E. On or before the 15th of September of each year, the Association shall notify the Board of the amount of the annual dues payable by members of the Association and the equivalent amount payable by nonmembers pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in equal installments, as nearly as may be, from the paycheck of each teacher who has executed an

individual contract of employment and pay such amount to the Association or its delegates within five (5) calendar days. Upon remitting such amounts, the Board shall have no further liability or responsibility with respect thereto.

F. The only exceptions to the above shall be those teachers that inform the Association in writing prior to September 1st of each year of their intent to pay their dues in one cash payment. Should this cash payment not be received by October 15th of each year, Section A. above will be enacted.

G. In the event of any action against the Board brought in a court or administrative agency because of its compliance with Section 1-4 (Agency Shop provision) of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

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

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

## **ARTICLE II**

### **Board Rights and Responsibilities**

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



the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to, subject to the terms and conditions of this Agreement:

**A.** Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the School District of the City of Berkley.

**B.** Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.

**C.** Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees in keeping with accepted professional responsibilities, determine the size of the work force and to pay off employees.

**D.** Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the administrative work of the District.

**E.** Determine the policy affecting the selection, testing, or training of prospective employees. This includes passing a preemployment physical.

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

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

## **ARTICLE III**

### **Teacher Evaluation and Progress**

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure outline has been agreed to in an effort to accomplish these goals. It should be noted that the Teacher Enhancement Program booklet dated May 1993 contains the details of the outline below and should be considered as part of this agreement as should be the Tenure Law effective October 1, 1993., Probationary Status

**Section 1** Probationary teachers shall be evaluated annually and be observed for the purposes of evaluation at least three (3) times during the year. These evaluations can be used as a basis for nonrenewal of contract.

**Section 2** Probationary teachers may be discharged upon recommendation of the Superintendent and approval of the Board. All dismissals of probationary teachers shall be subject to review under the grievance procedure up to and including Level 3 of the grievance procedure and shall not be subject to arbitration. Tenured Status

#### **Section 3**

**A.** All tenured teachers will be involved in the Teacher Enhancement Program every three (3) years.

**B.** Any teacher whose professional performance is identified through administratively established documentation as unsatisfactory by the administration will be placed in the Intensive Assistance Program. This plan will be designed to provide the teacher an opportunity to raise his/her level of professional performance to a satisfactory level.

If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the District.

Prior to being placed in the Intensive Assistance Program, the District shall notify the Association President, and the teacher shall be entitled to have a representative of the Association present during all meetings to discuss such plan of assistance between the administration and the teacher.

**Section 4**

A. Evaluation of teachers, including observations and written statements for such purpose, is the responsibility of the Administration. No member of the bargaining unit can observe or make written statement of an evaluative nature which can be used in the evaluation of another member of the bargaining unit.

However, this provision shall not prohibit members of the bargaining unit from activities, including classroom observations, which are part of efforts to assist other members of the bargaining unit.

Persons other than administrators who are not members of the bargaining unit will not observe or make written statements which can be used in the evaluation of a teacher unless the teacher has been placed on the Intensive Assistance Program.

B. All administrators involved in evaluations shall be trained in the techniques, criteria and implementation of the Teacher Enhancement Program.

C. Prior to the beginning of the Teacher Enhancement Program, each teacher to be evaluated shall be informed, in writing, as to who that teacher's evaluator of record will be.

**Section 5** All monitoring or observation of the work of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices, shall be strictly prohibited.

**Section 6** As part of the Teacher Enhancement Program, all tenured teachers will be provided with a final appraisal of their performance. Within five (5) work days following receipt of same, if a

teacher requests, a conference will be held with the administrator to discuss the appraisal. If a teacher disagrees with the appraisal he/she may submit a written statement which shall be attached to the file copy of the appraisal in question and/or submit a complaint through the grievance procedure.

**Section 7** High School teachers assigned by the high school principal to prepare for North Central evaluation during the year preceding the formal North Central evaluation will be exempt from the Teacher Enhancement Program.

## **ARTICLE IV**

### **Association Rights and Responsibilities**

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

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

**Section 3** The Board grants the Association the right to the reasonable use of school premises for its professional or business meetings upon the prior written request made by the Association and approved by the Superintendent or his/her designee. The Association agrees to pay any overtime costs for use of facilities which may be incurred by the Board.

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



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

**Section 6** The Association will have access to teacher mail boxes, inter-school mail and the public address system for its business notices and social announcements. The public address system may be used by the Association at the normal time for such announcements. A copy of all informational announcements, questionnaires, surveys, evaluations, and other general membership distributions or circulations initiated by the Berkley Education Association shall be given to the building principal and a copy sent to the Assistant Superintendent at the time of such distribution or circulations.

Neither the Berkley Education Association nor any of its members shall contact any outside agency or organization or vendor on behalf of the Berkley School District for the purpose of seeking advice, counsel, making purchases or acquiring services, or support without the express permission of the appropriate administrator.

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

The Board shall make available for the Association all documents which are freely available to the public. It shall not be required to provide the Association with management documents such as Budget Responsibility Reports nor to compile information not available to the general public.

**Section 8** The Board shall place on the agenda of any regular Board meeting, matters brought to its consideration by the Associa-

tion so long as those matters are made known to the superintendent's office by the close of the business day on the Wednesday prior to said regular Board meeting.

**Section 9** Any state or federal grant applications must be brought to the attention of the Association prior to filing.

**Section 10** The Association President shall be released the equivalent of thirty (30) days per year at Board expense for the performance of Association business. Scheduling of such days shall be done by the Association President and his/her immediate supervisor. The Association President shall be considered to be employed full time by the Board for all purposes during the term of office.

**Section 11** The Association shall be given, upon the authorization of the Association President, thirty (30) days release time to be utilized by Association officers or representatives for attendance at professional activities such as professional conferences, workshops, R.A. Assemblies and grievance proceedings. An additional fifteen (15) days of released time will be granted and the Board will be reimbursed by the Association for each of these days used at the current substitute rate. The last five (5) days will be used subject to the approval of the Director of Personnel.

## **ARTICLE V**

### **Teacher Rights and Responsibilities**

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

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

**Section 3** The Association and the teachers recognize it is neither their function nor right to assume administrative responsibilities. The teacher recognizes his/her responsibility to uphold and hereby agrees to uphold, all written policies, written rules, and written regulations promulgated by the Board, providing those policies, rules and regulations are not in conflict with this Agreement. To this end staff handbooks which contain school rules and regulations will be given to teachers. In addition, a copy of the school district's policy manual will be available to teachers upon request.

**Section 4** The Board shall require teachers to furnish proof of freedom from active tuberculosis.

**Section 5** The management of students during the school day is an integral part of every professional educator's responsibility, and therefore, all professional educators shall take appropriate and effective action to promote conditions in school buildings and on school property which are conducive to good discipline.

**Section 6** The Association and the teachers recognize the responsibility to implement the philosophy, goals, objectives, and curriculum as adopted by the Board.

**Section 7** In addition to teaching, the work day will be used by teachers for:

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

## **ARTICLE VI**

### **Teacher Protection**

#### **Section 1**

A. The Board will give support and assistance to teachers with respect to the maintenance of control or discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the teacher shall notify the principal in writing and the principal shall take appropriate and necessary action. The teacher shall be advised in writing of such intended course of action within five (5) school days.

B. Any discussion between administrators and teachers on issues of discipline or methods of instruction shall be conducted in private and not in the presence of students, parents, or other teachers not directly involved in the particular situation unless there is prior agreement with the teacher.

#### **Section 2**

A. A teacher may remove a student from a classroom to the appropriate administrative office for one class period when in the judgment of the teacher, the persistence of the misbehavior or the disruptive actions of the student makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal full particulars of the incident in writing within twenty-four (24) hours.

For purposes of this section, an elementary period shall be defined as one (1) forty-five (45) minute period of time. The administrator will consult with the teacher on a course of action within twenty-four (24) hours.

In the event of a serious offense, the teacher may immediately remove the student from the classroom to the appropriate administrative office provided that full particulars are furnished to the principal in accordance with procedures outlined on the conduct referral form. This should be done as expeditiously as possible.



The principal or assistant principal shall determine the appropriate action to be taken. The teacher shall be advised in writing of such action or intended course of action within two (2) school days following receipt of the above mentioned statement.

**B.** When three charges of serious misconduct, as determined by mutual agreement of principal and teacher, are filed on a student in any one semester, a formal disciplinary hearing may be initiated by the teacher. The hearing will be convened by the principal or his/her designee in accordance with due process requirements. Any or all action to be taken by the principal or his/her designee must be reported in writing to the teacher involved within two school days of the filing of the third referral form.

**C.** Upon the fourth charge of misconduct, as mutually determined by the principal and teacher, notification will be sent to the Superintendent. The teacher will be notified of any subsequent action.

**Section 3** Any written complaint directed toward a teacher and made to an administrator or Board member, or any complaint made by a person acting on behalf of the administration, must be promptly and objectively reported in writing to the teacher in question. No complaint shall be included in the personnel file of the teacher, until said teacher is given the opportunity to attach a written reply to the complaint. In addition, the teacher may request a hearing with the appropriate administrators. A representative of the Association may be present. If any questions of breach of professional ethics on the part of the teacher is involved, the Association shall be notified.

**Section 4** Teachers shall observe all written rules concerning discipline of students as are established by the Board and the State of Michigan under Public Act 290, 1964. In the event criminal or civil proceedings are brought against any teacher in the course of his/her employment, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such teacher. In the event the Board refuses to furnish counsel and the teacher ultimately is found not guilty, the Board will fully reimburse the teacher for legal counsel fees expended. The teacher

shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the teacher, excluding any legal fees paid by insurance or other sources.

**Section 5**

**A.** Any incident of assault on a teacher shall be immediately reported, by the principal, to the Superintendent.

**B.** In the event of legal action resulting from an incident of assault on a teacher, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such teacher. In the event the Board refuses to furnish counsel and the teacher is ultimately upheld by the courts in such action, the Board will fully reimburse the teacher for legal counsel fees expended. The teacher shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the teacher excluding any legal fees paid by insurance or other sources.

**Section 6** Time lost by a teacher in connection with any justifiable incident mentioned in this Article, shall not be charged against the teacher.

**Section 7** No material that affects tenure or the teacher's standing in the district originating after original employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall signature be interpreted to mean agreement with the content of the material.

**Section 8** A teacher will have the right to review the contents of all records of the district pertaining to the said teacher, originating after original employment, excluding confidential recommendations, and

to have a representative of the Association accompany him/her in such review.

**Section 9** Any action taken against a teacher including discipline, demotion, or discharge, shall be for reasonable and just cause and appropriate to the behavior which precipitated such action.

**Section 10** If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be entitled to have a representative of the Association present. Whenever a teacher shall meet with an administrator, and such meeting will result in disciplinary action, the administrator shall notify the teacher of the purpose of the meeting prior to beginning the meeting, and notify the teacher of his/her right to representation. If the teacher requests representation, no further action or discussion shall take place until a representative of the Association appears, which shall in all cases be within two (2) work days.

**Section 11** If a teacher is injured in the course of employment, free medical, surgical, or hospital care shall be furnished by the Board at a designated medical facility for the initial visit. Subsequent medical care may be pursued at a medical facility chosen by the teacher as provided under the Worker's Disability Compensation Act.

**Section 12** In the event a teacher becomes disabled during the course of the school year, he/she may be given consideration for employment in another capacity in the district.

**Section 13** Persons other than administrators shall be allowed in teachers' classrooms only according to the following guidelines:

- A. The teacher will be notified at least 24 hours prior to the visitation.
- B. The teacher will be informed of the purpose of the visit.
- C. The teacher will have the opportunity to inform the administration and the person making the visitation of their teaching plans prior to the visitation.

D. Where the person is not a regular employee of the District, such visits shall be limited to one (1) visit per week without the expressed permission of the eacher.

**ARTICLE VII**  
**Teaching Hours and Teaching Load**

**Section 1**

A. All elementary and middle school teachers shall report fifteen (15) minutes prior to the commencement of normal school hours, and shall be required to remain fifteen (15) minutes after the close of school hours in the afternoon. All high school teachers shall report ten (10) minutes prior to the commencement of normal school hours and shall be required to remain ten (10) minutes after the close of school hours in the afternoon. During such time, teachers shall be on the school premises and on normal school business. Teachers may leave early only when prearranged with an appropriate administrator.

B. The building administration retains the right to call upon teachers to assist in the management of the building when deemed appropriate and necessary on a temporary basis to restore and/or maintain order. All staff will continue to assume their responsibility for guidance and leadership of student behavior at all times during the school day.

**Section 2** All bargaining unit members shall receive a duty free uninterrupted lunch period according to the following schedule:

high school .....	55 minutes
middle school .....	45 minutes
elementary school .....	55 minutes

Time required to travel between buildings shall not be counted as a portion of any teacher's lunch period.

**Section 3**

A. All teachers servicing elementary buildings will be provided a fifteen (15) minute relief period each a.m. and/or p.m. session in which they do not have a preparation period. Such relief periods

shall begin no earlier than fifteen (15) minutes after the beginning of the school day, nor end later than fifteen (15) minutes prior to the end of the normal day.

B. Each elementary teacher shall receive a minimum of thirty (30) minutes of preparation time each day. Also, these teachers servicing elementary buildings shall receive a minimum of one hundred sixty five (165) total minutes of preparation time per week in blocks of not less than thirty (30) minutes.

C. Time required to travel between buildings shall not be counted as a portion of any teacher's preparation and/or relief period.

D. Senior high and middle school counselors and media specialists shall have relief periods equal to the teachers' preparation time to be approximately equally divided between the morning and the afternoon. This access to relief and/or preparation periods shall also be guaranteed to all other bargaining unit members.

#### Section 4

A. The normal weekly classroom teaching load in the senior high school will be fifteen (15), fifty-five (55) minute periods and ten (10), sixty (60) minute periods. Every attempt will be made to keep the number of different preparations to a maximum of four (4).

B. The normal weekly classroom teaching load in the middle schools will be thirty (30) forty-five (45) minute teaching periods not to exceed thirteen hundred fifty (1350) minutes per week; and five (5) forty-five (45) minute unassigned preparation periods or their equivalent dependent upon program design. Every attempt will be made to keep the number of different preparations to a maximum of five (5) if possible.

C. The normal weekly classroom teaching load in the elementary schools, grade K-5, will not exceed fourteen hundred ten (1410) minutes per week.

D. Every attempt will be made to assign all middle school teachers, who have been involuntarily transferred, to a maximum of four different course preparations if possible.

**Section 5** The Board will pay the teacher at his/her hourly rate for time spent in any meeting, excluding those meetings initiated by teacher/student or teacher/parent and one open house in excess of twenty-five (25) hours per year. For purposes of this Section, the teacher's hourly rate shall be one-tenth of one percent of his/her base salary. Teachers may meet on a voluntary basis with their building administrator to resolve instructional problems, and to assist in curriculum development and implementation.

**Section 6** The Board will not require teachers to teach as substitutes in excess of their normal weekly teacher load, or in lieu of their normal assignment unless agreed upon by the individual teacher. Should a teacher substitute, remuneration will be on the following basis:

*high school and middle school*

1/10 of 1% of the B.A. basesalary per period.

*elementary*

1/10 of 1% of the B.A. base salary per art period; 2/3 of

1/10 of 1% of the B.A. base salary per vocal music and physical education period.

**Section 7** If a teacher is assigned a duty period, such assignment should be of a regular and specific nature. If deviation from the regular schedule is necessary, notice of such must be given before a duty or planning period begins or a teacher will be paid for the period at the hourly base rate.

**Section 8** The Board will not require a teacher to regularly teach more than the normal teaching load as set forth in this Agreement unless the teacher agrees to such assignment and unless he/she receives additional compensation prorated at one-fifth (1/5) of the teacher's contracted salary for each additional teaching period in the high school, or one-sixth (1/6) of the teacher's contracted salary for each additional middle school teaching period. In no case, however, shall the implementation of this section result in not recalling a teacher minimally to a one-half time position.

**Section 9** The daily teaching load of vocal music/physical education teachers shall be a maximum of 270 minutes per day in blocks of no less than 30 minutes or no more than 45 minutes and will have a minimum of one 30 minute prep period each day.

**Section 10** The daily teaching load of elementary art teachers shall be a maximum of two hundred seventy (270) minutes per day in blocks of six (6), forty-five (45) minute periods and will have a minimum of one (1), thirty (30) minute preparation period each day.

**Section 11** The scheduling of itinerant teachers is dictated by program and staffing needs. However, the parties recognize that traveling between schools on the same day, and serving more than one school each day presents difficulties. To this end, every attempt will be made to assign art, music and physical education teachers so as to limit the number of buildings serviced, and to promote continuity of assignment from year to year. If program and/or staffing needs are such that these goals cannot be attained, the circumstances will be communicated to the teacher and the Association President.

**Section 12** Each Library Media Specialist's school year may be extended one week before and one week after each school year. Such time will be remunerated at the individual's per diem salary amount for each day of the extension.

## **ARTICLE VIII**

### **Teaching Conditions**

The parties recognize that the availability of optimum school facilities for both the student and the teacher is desirable to insure the high quality of education that is the goal of both the teacher 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, school facilities and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.



### **Section 1**

A. The parties agree that every effort will be made to keep class sizes to an acceptable number (approximately twenty-seven (27) on a district-wide basis) as dictated by the financial condition of the district, the building facilities available and the availability of qualified teachers.

B. Departure from any recognized norm may be authorized by the Superintendent. The Superintendent will advise the association, in writing, prior to such departure.

### **Section 2**

A. Should any elementary school class exceed thirty (30) pupils, the teacher involved shall be assigned a paraprofessional on a one-half time basis on all teacher duties. No K-2 class shall exceed thirty-one (31) pupils and no 3-5 class shall exceed thirty-three (33) pupils.

B. Equity of classroom distribution shall be a district goal. In cases where inequity of class size exists, administrators will confer with the Association and the teachers involved to resolve the issue.

C. Split classes will be maintained at a class size level lower than nonsplit classes at the same grade level in the building.

D. Class size in the secondary schools shall be established not later than the 4th Friday of each semester on the number of student contacts per day as follows:

1. With five (5) high school classes a maximum of one hundred fifty (150) student contacts per day.
2. With four (4) high school classes a maximum of one hundred twenty (120) student contacts per day.
3. With six (6) middle school classes a maximum of one hundred eighty (180) student contacts per day.
4. With five (5) middle school classes a maximum of one hundred fifty (150) student contacts per day.

Part-time teachers assigned to fewer classes than those listed above and teachers assigned to both the High School and Middle School will count their maximum allowable student contacts per day as a pro rata portion of the above.

5. Should any secondary teacher's student contacts exceed the above, a paraprofessional on a half-time basis will be available on request to said teacher for non- instructional purposes on all teacher duty days.

6. Excluded from above:

Shop (see Article IX - Section 6, sub paragraph H)

Vocal Music

Physical Education classes (except those that require a normal classroom setting for a minimum of one-third (1/3) of the class periods in a given semester).

Typing

Instrumental Music

Study Hall

7. Nothing in the foregoing sections will be interpreted to preclude such practices as large group/small group instruction team teaching, etc., if they are considered educationally sound and practical and with the mutual agreement of the teacher(s) involved.

E. No middle school class shall exceed thirty-four (34) pupils. No high school class shall exceed thirty-five (35) pupils in the first semester and thirty-four (34) pupils in the second semester.

F. Distribution of certified special education students and E.S.L. students will be as nearly equal as possible among classes at the same grade level within each elementary building and like courses at each secondary building.

Additionally, the Board and the Association recognize that when significant numbers of impaired students are mainstreamed into general education classes, that the teacher's ability to provide a

quality education for all students in the class may be impaired unless additional assistance or resources are provided. It is therefore agreed that where balancing as provided in this provision does not alleviate this problem due to the existence of one section classes or scheduling difficulties, where the number of such students in a class or where the severity of the student's impairment dictates special plans, curriculum, or measuring devices, the teacher may request the district to provide him/her with additional assistance to ensure educational quality for all students.

In such cases, when the teacher has made a request to the building principal, the principal shall meet with the teacher to discuss possible ways to alleviate the problem. If the principal cannot alleviate the problem, he/she shall inform the teacher in writing regarding the reasons why it is not within his/her ability to resolve.

If the teacher is not satisfied with the response of the principal to the identified problem, the teacher may appeal via the grievance procedure.

**G.** Class size provisions shall be in effect throughout the length of the Master Agreement.

**H.** Adjustments to implement these provisions shall be concluded by the fourth Friday of each semester.

### **Section 3**

**A.** The parties agree that in cases of mainstreaming handicapped students, all other factors being equal, preference shall be given to placing them at their home schools.

**B.** Any teacher may ask that the program of an impaired student assigned to that teacher be reviewed by an appropriate team of staff. The administration shall convene such a case review and invite the referring teacher to attend.

**C.** Any teacher serving Special Education, E.S.L., or high needs

students may request the convening of a support team to assist that teacher in the delivery of instruction. If training is necessary, such training shall be provided during the school day. If said training cannot occur during the school day, it shall be remunerated at the established hourly/per diem rate.

D. If a general education teacher is required to attend a special education/E.S.L. meeting (i.e., I.E.P.'s, M.E.T.'s, etc.) which requires he/she use more than one planning period in a week, the principal will provide that teacher with equivalent planning time lost within the next five school days.

E. Every effort will be made to limit attendance at Special Education/E.S.L. meetings to forty-five (45) minutes per week during the classroom teaching load time for each general education teacher.

F. No general education teacher shall routinely be required to perform medical or hygienic procedures on a student.

**Section 4** The Board shall furnish, without charge, gym uniforms for physical education teachers (to a maximum of \$100), smocks for art and home economics teachers, lab coats for science teachers, coats and/or uniforms for shop teachers in accord with the nature of their assignment.

**Section 5** The Board recognizes the need for appropriate instructional supplies and equipment. The parties will confer from time to time for the purpose of improving the curriculum and selection and use of such educational tools and the Board will consider all recommendations thereof made by its representative and the teachers.

**Section 6** The Board shall make available in each school, adequate lunchroom, lounge, and lavatory facilities and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

**Section 7** The Board will make available:

A. A separate desk and/or file for each teacher with lockable

drawer space in each building to which the teacher is assigned.

**B.** Adequately maintained parking facilities.

**C.** Adequate chalkboard space in every classroom.

**D.** Attendance books, paper, pencils, pens, chalk, erasers and other equipment and materials required in daily teaching responsibility. The required equipment shall be maintained in good working condition, within the limits of the adopted budget.

**E.** Suitable locker space for the storage of coats and personal articles.

**F.** Copies, exclusively for each teacher's use, of teacher's editions of texts used in each of the courses he/she is to teach.

**G.** Vending machines for teachers when requested by the Association, to be maintained, serviced, and managed by the Association.

**H.** Shop class sizes which comply with safety standards established by the State of Michigan.

**I.** Clean and well maintained facilities.

**J.** Teachers shall be provided with a private area whenever possible. A telephone located in a private area will be available for each teacher's use.

**Section 8** Teachers shall have lesson plans in their classroom for use by substitutes which set forth the procedural directions and the resources to be used. Each teacher shall make available a one day set of emergency lesson plans which provide a valid learning experience for students and which may be implemented in the event of a substitute being utilized who has no knowledge or preparation in the prior learning experiences necessary for implementation of the regular lesson plan.

## **ARTICLE IX**

### **Assignments**

**Section 1** All assignments shall be made at the discretion of the administration. In making assignments, the area of teacher competence, teaching certificates, or the major and minor fields of study shall be considered. Teachers shall not be assigned outside their area of competence except temporarily and for good cause.

**Section 2** Teachers shall be notified in writing of their teaching program and schedule for the ensuing year by the last day of the school year as defined by the school calendar when possible. All others shall be notified at the earliest possible date. However, in no case shall notification be given later than two (2) weeks prior to the opening of school. This minimum notice shall also apply to the second semester of the high school schedule. Should circumstances or conditions arise which necessitate a change of schedule or assignment after the teacher has been notified, the administration shall inform the teacher involved and discuss such changes and the reasons involved.

**Section 3** In order to facilitate scheduling teaching assignments for the ensuing school year, teachers desiring a change in grade and/or subject assignment within the same building shall notify the administration in writing prior to May 1 of the current school year and those requests will be kept on file for one year.

**Section 4** If due to changes in pupil enrollment, the Board is required to institute schedule changes and alter planning time for special subject teachers, within the limits as determined in the Master Agreement, these changes must be made no later than the second week of school; and only after consultation with the teacher(s) involved and notification of the Association.

**Section 5** Any assignment in addition to the normal teacher schedule during the regular school year enumerated in Appendix "B" shall not be obligatory; but shall be with the consent of the teacher. In making such assignments, qualifications being equal, preference will be given to the teachers regularly employed in the district and in their subject area.

## **ARTICLE X**

### **Vacancies, Transfer, Layoff and Recall**

**Transfers (Definition)** - Transfer shall mean the movement of a teacher from one administrative unit to another, or from elementary to secondary education or secondary to elementary education, or from a classroom to a non-classroom position, or vice versa, within the bargaining unit.

A grade level to grade level change within an elementary administrative unit, or a change in subject area in a secondary administrative unit shall not be considered a transfer. Special education support staff changes in grades serviced or in assigned administrative unit shall not be considered a transfer. For purposes of this Article, elementary shall be defined as grades K-5 and secondary as 6-12.

**Section 1** Teachers may request a transfer in writing. Teachers filing transfer requests shall be notified by the Director of Personnel at the end of each year as to the current status of their request and options available.

**Section 2** When a teacher requests a transfer, a written notice of said transfer or refusal thereof shall be given to the teacher prior to filling the position. If the transfer is not granted, the reason shall be given to the teacher, in writing, with notification sent to the Association. Should the request not be granted, such request, upon notice to the personnel office from the teacher, will be reviewed in the event that the vacancy reoccurs.

**Section 3** Any teacher who shall be transferred to a supervisory or executive position, and shall later return to teacher status, shall be entitled to retain such rights as he/she would have had under this agreement had he/she not transferred to a supervisory or executive position.

**Section 4** Involuntary Transfers - Involuntary transfer shall mean a transfer initiated by the Board, or its designee, which the teacher has not requested. Before an involuntary transfer is effected, there shall



be a meeting of the teacher, his/her representative, and the Superintendent, or his/her designee, at which time the teacher shall be advised of the reason for the proposed transfer. An involuntary transfer will be made only to implement the best interests of the educational program, or be made due to declining enrollment.

Should a grievance arise as a result of an involuntary transfer, the Board agrees to deal with each step of the grievance procedure as rapidly as possible.

A teacher who has been involuntarily transferred or reassigned within the Special Education Department shall be given the first preference to return to any opening for which he/she is certified and qualified that may occur in the building, department, or grade level from which the teacher was transferred each school year that the teacher has provided written request of such return to the Director of Personnel by the previous April 15. Such return shall occur according to seniority.

**Section 5 Vacancies** - In filling professional vacancies, or newly created professional positions, the Board shall continue to seek out the best qualified candidates available. All qualified teachers will be given an opportunity to make application for such positions.

**Section 6 Vacancies** within the bargaining unit shall be filled on the basis of the qualifications of the applicant, and length of service in the district. An applicant with less service in the district shall not be awarded such position over a more senior applicant unless his/her qualifications shall be superior and this fact be communicated to the Association through its representative.

In making such assignments, qualifications being equal, preference will be given to teachers regularly employed in the district.

**Section 7** Any positions, including supervisory positions, shall be posted with accompanying job descriptions. The vacancy will be posted throughout the buildings of the district and to the Association for a minimum of ten (10) school days. This posting requirement shall not be in effect should a teacher on the recall list be qualified and certified for the vacancy.

**Section 8** Vacancies which occur during the summer shall be communicated to the Association by the Board of Education. In addition, a staff member may notify the Personnel Office prior to the close of the school year if he/she desires to be notified of any vacancy(s). Such notices shall be mailed to the summer address listed for the staff member. Fourteen (14) calendar days will be allowed for response by any interested parties.

**Section 9** Qualifications appearing on all job postings shall be clear and well defined. Selection shall be based on the qualifications as posted.

**Section 10** Reduction of Personnel

**A.** In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the Board shall follow the procedure listed below, and layoff shall occur according to certification and qualification.

1. Teachers not holding a regular Michigan provisional, continuing or qualified certificate will be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all the needed duties of the laid off teacher.
2. If reduction is still necessary, then probationary teachers with the least number of years seniority in the Berkley School System will be laid off first, provided there are remaining fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.
3. If further reduction is still necessary, then tenure teachers with the least number of years of seniority in the Berkley School System will be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all the needed duties of the laid off teachers.

**B.** Fully qualified and fully certified teachers shall be defined as follows:

1. Teachers who have earned a provisional or continuing teaching certificate in a given subject area, and

2. Who have completed eighteen (18) semester hours of college credit in a given subject area or have taught in the subject area or grade level (elementary) on a regular basis within the last five (5) years preceding the layoff, and
3. Who have earned the minimum credit hours required by the North Central Association. A person receiving a North Central Association citation shall be given one year to correct the deficiency.

C. Should a qualified teacher be placed in a position for which he/she has had no experience or training for the past five (5) years, that teacher may be required to update his/her training over the next twelve (12) month period.

D. Only when no qualified Berkley teacher is available may an unqualified teacher be placed in a position. Should a teacher be placed in a position for which that teacher is not qualified, that teacher shall have a twelve (12) month period in which to become qualified. Exceptions to the twelve (12) month time limit may be made only in unusual circumstances as determined by the Director of Personnel.

E. Seniority shall be defined as total years of service in the School District of the City of Berkley in a certified position computed from the date and time of hire. Part-time contractual employment preceded and followed by full-time employment shall not interrupt years of service. Professional leaves, sabbatical leaves or military leaves shall not be considered as interruption of years of service. All other leaves shall not count as years of service, but seniority is computed from the date and time of hire minus the time of such leave. If a person resigns, or otherwise leaves the employ of the district other than on an approved leave of absence and subsequently returns, seniority is computed from the date and time of hire after returning to the employ of the Board.

F.

1. In the event of layoff, the Board shall institute a recall procedure which will be in the inverse order of the above

layoff procedure. Prior to recall, voluntary transfer of those teachers previously involuntarily transferred may be granted. Also, other voluntary transfers may be granted, so long as such transfer does not result in the recall of a teacher with less seniority. In no case shall a new teacher be hired in a subject area until all laid off teachers certified and qualified in that subject area have been recalled or decline the opening.

2. In no case shall a teacher remain on layoff when a teacher with less seniority is employed in a position for which that teacher is certified and qualified.
3. In the event that more than one (1) teacher holds an identical seniority date, a lottery will be conducted among such teachers, prior to layoff, in order to determine the order of layoff and recall.
4. The Association president shall be notified prior to each recall. Teachers who are on layoff from other Oakland County school districts will be considered for vacant teaching positions for which they are qualified and certified as those vacancies occur. It is the responsibility of the Association to provide the Board with current lists of Oakland County laid off teachers.

G. Teachers being recalled prior to the first day of the school year, will be given fourteen (14) days from the receipt or twenty (20) days from the mailing (whichever is shorter) of a registered letter of recall to indicate their acceptance or rejection of reemployment. Those being recalled following the first day of the school year shall have ten (10) days from the receipt or fourteen (14) days from the mailing (whichever is shorter) of the registered letter of recall to respond. Failure to respond within the time periods will end the employee's seniority rights, except that a teacher who is sick shall notify the Board of his/her intent to return as soon as possible and, from the date of his/her notifying the Board, shall be deemed to be on sick leave. A substitute shall be hired in his/her place until he/she returns from sick leave. A substitute position of this nature shall be offered first to any remaining teachers who are yet laid off.

**H.** Layoff means removal from the payroll with the retention of all employment rights. Teachers laid off also have the right to purchase health insurance at the group rate for as long as permitted by the carrier. Such rights shall extend for five (5) years from the effective date of layoff.

**I.** The Board must notify each teacher to be laid off no later than May 30 of the school year prior to the school year in which the lay-off is to become effective. If the Board can present evidence of financial difficulty, in accordance with the tenure law, the sixty (60) day notice, as it pertains to tenure teachers, may then be given at any time during the year.

**J.** For purposes of layoff and recall, probationary teachers with one semester or more of previous experience shall be considered as second year probationary status.

**K.** In the event staff reduction is necessary during the school year, for financial reasons as determined by the Board and after consultation with the Association, the class size provisions (Article IX - Section 2) will be waived during the year in which such conditions exist.

**L.** It is intended that this Article takes precedence over and governs the individual teaching contracts; and the individual teaching contract is expressly conditioned by this Article.

**M.** Upon request, laid off teachers shall be placed on the district's substitute list and shall be offered voluntary substitute work on a seniority basis prior to that work being offered to nonbargaining unit members. Should a laid off teacher refuse said substitute work when contacted on more than five (5) occasions, this priority of work shall cease, unless extenuating circumstances (illness, out of town, etc.) exist.

**Section 11 Elimination of Tenure in Position**

The Board and Association agree that no teacher employed under this agreement shall acquire tenure in any capacity other than as a classroom teacher. It is further agreed that tenure in any

capacity other than as a classroom teacher is expressly excluded and waived under this agreement.

## **ARTICLE XI**

### **Paid Leave Policy**

#### **I. Sick Leave and Personal Leave**

**Section 1** Sick leave shall be defined as:

A. The personal illness of an employee due to an infectious disease, contagious disease, environmental disease, organism defects, and mental disorders.

B. The physical impairment or disability of an employee as a result of an accident, injury, or pregnancy.

C. The illness or injury of a member of the employee's immediate family.

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

**Section 3** An employee will be allowed leave time as set forth in this Article to the extent of thirteen (13) school days per year. An employee shall receive credit at the end of the school year for the unused portion of the thirteen (13) day leave allowance. The accumulated maximum total days, herein referred to as the sick leave bank, which may be used for personal illness or injury only (as defined above), shall not exceed two hundred five (205) days in any school year. Teachers who have accumulated two hundred five days prior to the beginning of the school year shall not have days deducted from this accumulation until they have used thirteen (13) days.

**Section 4** At the beginning of each school year and throughout the year, the Board shall contribute a sufficient number of sick leave days to a bank of leave days called the common sick bank, so as to maintain the number of days in said bank at a maximum of five

hundred (500) days, provided, however, that the number of days contributed to the sick leave bank by the Board in any one (1) school year shall not exceed an amount equivalent to the number of teachers employed by the Board at the beginning of said school year. The above mentioned common sick leave bank shall be administered by the Board. Teachers who have exhausted their accumulated sick leave allowance may make withdrawals from the common sick leave bank equivalent to the number of days the teacher had in his/her personal sick leave bank at the beginning of that school year.

**Section 5** Any teacher who is absent because of an injury compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the duration of the absence due to injury up to a limit of three hundred sixty-five (365) calendar days. However, in no event shall a teacher receive an amount which exceeds his/her salary.

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

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

**Section 6** Should the Board have cause to believe that a teacher is abusing the sick leave policy, the Board may require a physician's statement prior to the time the teacher returns to school.



**Section 7** Any teacher who is unable to return to duty following two (2) consecutive weeks of illness as defined in Section 1 above may be required to present a certificate of ableness signed by a physician to the Superintendent before returning to work. The Board reserves the right to require the teacher to be examined by a Board designated physician at Board expense.

**Section 8** Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

A. Such time as is necessary up to a maximum of five(5) days per occurrence for a death in the immediate family. The immediate family shall include father, mother, father-in-law, mother-in-law, spouse, sister, brother and children.

B. Any administratively required medical examination.

C. Any administratively approved attendance at the employee assistance program facility.

**Section 9** Notification of leave shall be filed with the principal as far in advance as practicable. Improper use of leave will result in the loss of salary for the day or days in question. Examples of unacceptable uses of leave days include:

A. Recreational pursuits.

B. Other employment except with administrative approval.

C. Social functions.

D. Travel

E. Child care (except in emergency situations).

F. Economic gains.

G. Extension of holidays, vacations, or other school recesses.

## **II. Jury Duty**

**Section 1** A leave of absence may be granted for jury service. The Board will pay an amount equal to the difference between the teacher's daily salary and the daily jury fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he/she would otherwise have been scheduled to work, under the procedure established by the Business Office.

## **III. Sabbatical Leave**

**Section 1** Pursuant to Section 572 of the School Code of 1952, a maximum of two percent (2%) of the bargaining unit who have been employed for seven (7) consecutive years may be granted a sabbatical leave for one (1) year. Leaves for professional study, for work on publications, for travel, or for travel combined with study, which, in the opinion of the Superintendent, will improve instruction in the Berkley Public Schools, or will improve the efficiency of the teacher, shall be considered consistent with the purpose of sabbatical leave. The Sabbatical Leave Policy is set forth in Appendix "C".

# **ARTICLE XII**

## **Leave of Absence Without Pay**

**Section 1** The Board may grant employees who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay up to a maximum of one (1) year. An extension of a leave of absence may be granted upon the recommendation of the Superintendent. Examples of such leaves are health, study, research, professional association assignment, personal, and approved travel. Each request for an unpaid leave of absence will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of this Article.

**Section 2** To be eligible for a leave of absence, except military leave as provided by law, the employee must have completed the probationary period.

**Section 3** A teacher upon return from leave shall be restored to a position of like nature and status for which that teacher is certified and qualified to teach.

**Section 4** If an employee on leave accepts full-time similar employment elsewhere without Board of Education approval, his/her leave will be automatically terminated and his/her employment will terminate.

**Section 5**

A. An employee on leave shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during his/her leave of absence.

B. An employee on unpaid leave shall be allowed to purchase health insurance through the business office at the group rate at his/her own expense when such practice is permissible under the rules and regulations of the insurance carrier(s).

**Section 6** While an employee is on leave, there shall be no advancement on the salary schedule in terms of experience, nor in accrual of seniority except as provided for elsewhere in this Article. Seniority accrued prior to the leave of absence, however, shall be maintained.

**Section 7** An eligible employee desiring a leave of absence shall submit his/her request to the Board of Education through the Superintendent. Such request shall be submitted by the Superintendent to the Board with his/her recommendation for action.

**Section 8** For all employees whose leave shall terminate at the end of a school year, a letter of availability must reach the Superintendent no later than the preceding March

1. For all employees whose leave shall terminate at times other than the end of a school year, such letter of availability must reach the Superintendent no later than sixty (60) days preceding the termination date of the leave. The Superintendent shall cause letters to be sent to all employees on a leave of absence reminding them of this provision at least thirty (30)

days prior to the date such letter of availability is due. Failure to comply with this provision shall not be interpreted as a resignation of employment.

**Section 9** Childbearing and/or childrearing leave:

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

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

B. Before returning to work, the employee must be certified by his/her physician as ready and able to return to his/her full work assignment.

C. In the event of miscarriage or death of the infant after the leave of absence has commenced, the leave of absence shall be terminated at the beginning of the next semester upon written request of the teacher.

D. In the event of a miscarriage or abortion, the school district's sick leave policy shall apply.

E. A teacher adopting a child shall be entitled, upon request, to a leave to commence at any time during the first school year after receiving custody of the child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. Whenever possible, the thirty (30) day notice period shall apply in these situations.

F. The Board shall provide health insurance to all those electing to be covered by Board paid health insurance prior to the leave for up to twelve (12) weeks during such leave at the teacher's option.

**Section 10** After the exhaustion of any available sick leave days, the Board shall provide an unpaid leave of up to twelve (12) weeks to all teachers that request it for the purpose of the care of a member of the immediate family with a health problem. Further, health insurance shall be provided to all those on such a leave that elected to be covered by Board paid health insurance prior to the leave for the duration of the leave.

## **ARTICLE XIII**

### **Professional Compensation**

#### **Section 1**

A The 1993-94 salary schedule is set forth in Appendix A which is attached to and made part of this agreement. In addition to the salaries as set forth, each teacher shall receive \$250 as part of his/her gross salary for the 1993- 94 school year.

B In the event that the length of the student instructional school year is increased during the duration of this contract as a result of legislative action, the salary portion of this contract shall be subject to renegotiation.

**Section 2** Services such as adult education, driver education, summer school, summer in-service and/or curriculum development projects, extra-curricular or co-curricular activities shall be on an individually contracted basis between the teacher performing the service and the Board. No such contract shall exceed a duration of one (1) year. Wages paid for such teacher's services shall be set forth in Appendix "B". No teacher shall have tenure of position for adult education, driver education, summer school, summer in-service, and/or curriculum development projects, extra-curricular or co-curricular duties. Such services may be subject to annual review and evaluation by the appropriate administrator. Copies of the

review and evaluation will be provided to the teacher. The non-renewal of an appointment to an annual assignment of extra duty for extra pay shall be for reasonable and just cause and shall not be construed as discipline, reprimand, or reduction in compensation. Such nonrenewal shall not occur until after written evaluation with a copy to the affected teacher.

**Section 3** Teachers shall not be required to work on any days not included in the school calendar as set forth in Appendix "D" unless compensation has been agreed to by the Association and the Board in specific situations except that newly contracted employees may be required to report two (2) days the week prior to the beginning of classes for Board and Association orientation.

**Section 4** The Board may allow credit on the appropriate salary schedule for newly contracted teachers for years of service in other school districts as a teacher up to and including ten (10) years.

**Section 5** The Board will allow credit on the appropriate salary schedule for newly contracted teachers up to one (1) year for time successfully spent in the Armed Forces of the United States of America.

**Section 6 Payroll Procedures**

A. Contractual salaries will be divided by the total number of week days within the established school calendar to determine a daily rate. This will be paid to the employee (see Paragraph "D") less withholding taxes and any other deductions selected by the employees.

B. In the event a teacher does not work a full contractual year, the teacher will be paid an amount equal to the number of days of employment times the daily rate.

C. All authorizations for payroll deductions will be made on the appropriate forms for: Association dues and/or fees; United Foundation; additional health, accident, auto, and life insurance; credit union; tax deferred annuities; and any other items mutually agreed to by the Board and the Association.

D. Teachers will be given the option of receiving their salaries on the twenty-one (21) or twenty-six (26) pay basis each year by virtue of declaration of choice on an appropriate form supplied by the Board. If the form is not returned, or no choice is designated, the individual will be assigned on the twenty-one (21) pay basis. Those teachers shall receive their 21st pay on the last day of each school year.

If the twenty-six (26) pay is selected, checks will be mailed at two (2) week intervals throughout the summer to the address designated by the employee.

Paychecks will be distributed bi-weekly on Fridays. If a payday falls on a holiday or vacation day when the business office is open, checks will be available for pickup by the employee at the business office on that day. If a payday falls on a holiday or vacation day when the business office is closed, checks will be available for pickup at the business office on the last day that the business office is open preceding the payday.

Pay dates will be indicated in Appendix E.

E. Extra-service payrolls will be issued six times a year, halfway through and following the fall, winter, and spring sports seasons. Teachers earning extra-service pay will select one of the following options:

1. Extra-service pay will be paid in one installment at the end of the sport's season, or
2. Extra-service pay will be paid in two equal installments, the first at the midway point in the sport's season and the remainder at the end of the sport's season. The midway point will be determined by the district annually and will be published at the beginning of the school year.

For the purpose of determining withholding, teachers earning extra-service pay will also select one of the following options:

1. Extra-service pay will be combined with the regular payroll and withholding taxes will be computed on the total, or,



2. Extra-service pay will be combined with the regular pay, divided into two equal parts, and withholding taxed accordingly, computed on each part.

F. Teachers hired after the beginning of the school year will be advanced on the salary schedule according to the following schedule:

<b>Date of Hire</b>	<b>Date of Increment Advancement</b>
Within 1st marking period	First teacher work day of 1st marking period.
Within 2nd marking period	First teacher work day of 2nd marking period
Within 3rd marking period	First teacher work day of 3rd marking period
Within 4th marking period	First teacher work day of 4th marking period

The effective date of advancement on the salary schedule due to the attainment of advanced degrees and/or the completion of additional credit hours shall be the date which the degree or hours are completed.

In order to qualify for a higher level on the salary schedule, a teacher must present either official documentation verifying completion of the appropriate number of hours, or a transcript or other documentation from an accredited college or university verifying attainment of an advanced degree.

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

All courses not part of a graduate degree program related to education, must be pre-approved by the Director of Personnel for staff to be eligible for placement on schedule 03 or 05 of the salary schedule.

#### **Section 7**

**A.** On any day when school sessions are scheduled, but that schedule is cancelled by the Superintendent due to weather or other conditions beyond control, and this official closing is announced on radio stations WJR or CKLW, then the following provision for teachers will prevail:

If the announcement states that schools are closed, teachers are not to report and will receive full pay. However, when one or more, but not all buildings are closed for a localized emergency condition, the Superintendent shall have the prerogative to assign staff from said building(s) to another location or locations in the district for professional purposes commencing with the second day of such occurrence. Professional purposes may include planning, inservice education, and substitute teaching within the appropriate elementary or secondary level. Substitute assignment shall be made on a daily rotation basis beginning with the low seniority teacher. If, due to severe weather conditions, a teacher is unable to report on a day when Berkley Schools are in session, a teacher may use a leave day in lieu of pay loss.

**B.** The parties recognize that Michigan law currently requires the District to schedule one hundred eighty (180) days of school as defined by the State Aid Act and that only "act of God" days which cause the district to hold less than 178 days of school need be rescheduled. In the event that it may become necessary to schedule "make-up" days when schools are closed for reasons as described in Section 7 (A) above, and state law requires that the day be rescheduled, it is therefore agreed that:

1. If the District does not have to reschedule any such days as described above, then the calendar as contained herein shall remain as agreed to.

2. If the District must for the above reasons reschedule student instruction days, then the parties will meet to negotiate amendments to the calendar as contained herein to provide sufficient student days to comply with state law.
3. The end of the year calendar will be finalized and copies distributed to students and school employees no later than May 1, if amended.
4. In the event the State Aid Act is amended, and such amendment repeals, or modifies in any way the District's obligations with respect to this subject, the parties agree to meet to renegotiate the school calendar and the provisions of Article XIV, Section 7.

**Section 8** Teachers required to drive personal automobiles in the course of their employment, or otherwise using their automobile in authorized service to the district, shall be reimbursed for approved mileage at a uniform mileage rate established by the Board; but in no event less than twenty-one cents (21) per mile driven.

**Section 9**

A. The Board shall provide all insurance benefits listed in Section A for a full twelve-month period of each school year for all teachers in the bargaining unit, except those teachers electing benefits under Section B below. Such benefits shall be provided, without cost to the teachers, to each teacher and his/her dependents, as defined by MESSA.

1. MESSA Super Med I/MC (Super Care I) Health Insurance: When appropriate, MESSA Super Med I or MESSA Limited Medicare Supplement and Medicare, Part B, premium shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for Medicare.
2. MESSA/Delta Dental Plan E, including the 004 orthodontic rider with coordination of benefits.
3. MESSA Term Life Insurance in the amount of fifty thousand dollars (50,000.00)(inclusive of any life insurance associated

with the Health Insurance coverage described above) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

4. MESSA Plan VSP-2 Vision Insurance including internal and external coordination of benefits.
5. Full family and two person subscribers shall receive an additional \$100 to be added to their gross salary and single subscribers shall receive an additional \$50. This provision will only apply to teachers employed by the Board prior to July 1, 1993.

**B.** Teachers not electing insurance benefits as described in Section A above shall be provided by the Board with the following insurance benefits, for a full twelve-month period of each school year. The benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Section A above, and his/her eligible dependents, as defined by MESSA.

1. MESSA/Delta Dental Plan E, including the 004 orthodontic rider with coordination of benefits.
2. MESSA Term Life Insurance in the amount of fifty thousand dollars (\$50,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
3. MESSA Plan VSP-2 Vision Insurance including internal and external coordination of benefits.

4. Each teacher may select a tax-deferred annuity plan, pursuant to section 403 (b) of the Internal Revenue Code in the amount of eighty-five dollars (\$85.00) per month. Teachers may choose one of the Board approved annuity carriers.

C. The Board shall provide, without cost to the teachers, MESSAPlan II Long-Term Disability Insurance for each teacher. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary and shall begin after expiration of ninety (90) calendar days or at the exhaustion of his/her personal leave bank and common bank days, whichever is longer. Benefits shall continue at no cost to the teacher in the event of total disability.

**Section 10** All less than full-time positions are assigned at the discretion of the administration.

Teachers employed less than full time shall receive compensation and fringe benefits on a prorated basis in relation to the full-time schedule. Such teachers shall be entitled to apply for full-time employment in the event of available openings. This provision does not apply to short-term and long-term substitute teachers.

**Section 11** All certified teachers covered by this Agreement who are employed in a teaching capacity in either the summer school program or the high school completion program will be reimbursed at the contracted rate for hours spent on duty in the event such class is cancelled due to insufficient student enrollment.

**Section 12** Teachers on leave of absence or laid-off may continue under group health coverage for twelve (12) months. During such time the teacher shall be responsible for submitting premium payments directly to the Board.

**Section 13** The completion of a full contract year shall entitle a teacher to twelve (12) months of insurance coverage.

## **ARTICLE XIV**

### **Professional Grievance Negotiation Procedures**

#### **Section 1 Definitions**

- A. A "grievance" is a claim of violation of this contract or a dispute as to the interpretation or application of this contract.
- B. The "aggrieved person" is the person or persons making the claim.
- C. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
- D. A "party of interest" is a teacher or school board member who might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term "days" shall mean calendar days, excluding vacation periods which fall within the limits of the school year.

#### **Section 2 Purpose**

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

#### **Section 3 Structure**

- A. The Association will notify the Administration of the identity of the Association representative.
- B. The Association shall have a professional grievance committee and the Administration shall be notified of the identity of the same.

C. The Board shall designate its representatives when the grievance involves more than one school building and the Association shall be notified of the identity of the same.

**Section 4** Any teacher who has a complaint may discuss it with his/her immediate supervisor, either individually or with his/her Association representative.

All grievances shall be processed in the following manner:

**A. Level One**

Any teacher having a grievance shall, within fifteen (15) calendar days from the occurrence of the event upon which the grievance is based, serve a written grievance upon his/her building administrator and discuss the same with his/her building administrator, either individually or together with his/her Association Representative. The building administrator shall attempt to resolve the same and render the disposition in writing within ten (10) calendar days after the date of presentation.

**B. Level Two**

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if the grievance has not been resolved within ten (10) calendar days after the date of the presentation of the written grievance at Level One, the aggrieved person may submit his/her grievance to the Superintendent of Schools or his/her designee within twenty-eight (28) calendar days from the date of the event upon which the grievance is based. A copy of said grievance shall be served upon the aggrieved party's building administrator at the same time the grievance is submitted to the Superintendent. Within fifteen (15) calendar days from the receipt of the grievance, the Superintendent or his/her designee shall meet with the parties and render a written decision.

**C. Level Three**

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within fifteen (15) calendar days from the date of receipt of the grievance by the Superintendent, he/she may, within forty-

three (43) calendar days from the event upon which the grievance is based, refer the grievance to the Board of Education's Review Committee. This Committee shall be composed solely of members of the Board of Education or its designated representatives; provided, however, that at least one member of the Board of Education shall be a member of said Committee. Within ten (10) calendar days from receipt of the written referral by the Board, its Review Committee shall meet with the Association Representative for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered within ten (10) calendar days.

#### D. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) calendar day period, the grievance will be submitted to binding arbitration, provided that the party desiring such binding arbitration shall serve written notice of the request for submission to arbitration upon the other party within five (5) calendar days following the date of the disposition of the grievance under Level Three. Following the written notice of the request for submission to arbitration, the Association and a Committee of the Board or its designee shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) calendar days after the date of the request for submission to arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association.

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

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



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

A. He/she shall have no power to change the legal substance of this Agreement.

B. He/she shall have no power to establish salary scales.

C. He/she shall have no power to rule on any claim or complaint subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended). For example:

1. The termination of services of or failure to reemploy any probationary teacher because of performance, incompetence, moral turpitude, or insubordination.

2. The termination of services of failure to reemploy any teacher to a position on the extra-curricular schedule.

D. The Board shall indemnify and save harmless the Association from any and all claims, demands, suits and other forms of liability by reason of any action resulting from Part C 1 of this Article.

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

**Section 6** Rights of Representation

A. The discharge of tenure teachers is not subject to the grievance procedure but will be subject to the appeal procedures as provided in the Michigan Teacher Tenure Act.

B. In the case of the discharge of a probationary teacher, such discharge shall be subject only through the Board level of the grievance procedure and shall not be subject to arbitration.

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

#### **Section 7 Miscellaneous**

A. Forms for filing and processing grievances, which shall be reproduced by the Association, shall be available from the Association Representative in each building.

B. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual consent in writing.

C. If the grievance is filed on or after May 1st, the time limits shall be reduced by mutual consent in order to effect a solution prior to the end of the school year or as soon thereafter as is possible.

D. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Representative, the grievance affects a group of teachers, the Association may process the grievance with the permission of the aggrieved at the appropriate level.

E. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

F. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted at any step of the grievance procedure, up to but not including level 4 (binding arbitration) without intervention of the Association, if the adjustment is not inconsistent with the

terms of this Agreement, provided that the Association has been given opportunity to be present at such presentation and adjustment.

G. Decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest.

## **ARTICLE XV**

### **Civil Rights**

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

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

## **ARTICLE XVI**

### **Miscellaneous Provisions**

**Section 1** The Board shall attempt to maintain an adequate list of substitute teachers. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

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

**Section 3** The Board will continue to permit teachers to use telephones for professional calls and brief personal calls. Toll calls,

however, must receive prior approval from the appropriate administrator. These calls must be made during preparation, break time, before or after school hours.

**Section 4** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

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

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

**Section 7** If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to state or federal law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

**Section 8** In the event that the School District of the City of Berkley should be involuntarily or voluntarily annexed through action taken by judicial bodies (courts) or administrative bodies (State Board of Education, Intermediate School District) or consolidated with another district(s), teachers of the Berkley Public Schools shall maintain seniority rights, tenure status, or probationary status as well as other employment rights as have been provided prior to any annexation or consolidation.

Any annexation or consolidation through action taken by courts or any administrative body of the State of Michigan or the electorate shall not cause a member of the bargaining unit to lose or diminish leave rights, salary, salary status, fringe benefits, employment rights, or other rights provided by this contractual Agreement or rights provided by the statutes or constitutions of the State of Michigan or the United States.

## **ARTICLE XVII**

### **Terminal Pay**

**Section 1** Upon the voluntary termination by a teacher with a minimum of fifteen (15) continuous years service or upon the retirement of a teacher with a minimum of ten (10) continuous years or fifteen (15) cumulative years in the school district and eligible under the provisions of the Michigan Retirement Act, said teacher shall receive a terminal leave payment equal to one percent (1%) of the minimum base salary schedule for teachers times the number of years of service in the Berkley School District.

## ARTICLE XVIII

### Duration

This agreement shall be effective as of August 26, 1993 and shall continue in effect until August 25, 1996 except that Article IV, Sections 10 and 11, Article XIII, and Appendix A may be renegotiated anytime after April 15, 1994 upon the submission of written notice from either party of a desire to renegotiate the above listed portions of the Master Agreement to cover the period from August 26, 1994 to August 25, 1996.

BERKLEY EDUCATION ASSOCIATION  
BERKLEY BOARD OF EDUCATION

By: \_\_\_\_\_ By: \_\_\_\_\_  
Marilyn Stephan, President      Marc Katz, Secretary

By: \_\_\_\_\_ By: \_\_\_\_\_  
Jerry Haymond,                      George Blaney  
Executive Director                  Director of Personnel

SCHOOL DISTRICT OF THE CITY OF BERKLEY  
 Berkley, Michigan

APPENDIX A  
 TEACHER SALARY SCHEDULE  
 1993-94

Step	Years of Experience	Schedule 01	Schedule 03	Schedule 05
		B.A. Degree	M.A. Degree or B.A. 45 Term Hours	Ed Specialist or M.A. 45 Term Hours
00	0	\$26,665	\$27,917	\$30,430
01	1	29,019	31,587	34,316
02	2	30,122	32,813	35,294
03	3	31,210	34,631	36,578
04	4	32,940	37,048	37,861
05	5	34,694	38,900	39,494
06	6	36,357	40,590	41,412
07	7	38,429	43,257	44,011
08	8	40,185	45,518	46,900
09	9	42,385	47,871	50,471
10	10	48,080	54,789	57,484

## APPENDIX A-1

I. The persons who serve in the positions enumerated in II below will work from 8:00 a.m. to 4:00 p.m. and shall receive additional remuneration according to the schedule below. Days worked beyond the regular school year, with administrative approval, will be at their prorated salary. The Board will notify these individuals of their schedules for the following year in writing by July 31st.

II.	% of MA Base
Math Coordinator .....	10%
Science Coordinator .....	10%
Elementary Special Ed. Coordinator .....	15%
Secondary Special Ed. Coordinator .....	15%
Gifted Coordinator .....	10%
Computer Support Coordinator .....	10%
Middle School Support Specialist .....	10%
Elementary School Support Specialist .....	10%
Music Coordinator .....	10%
High School Department Chair .....	10%
Counselors .....	10%
Social Workers .....	10%
School Psychologists .....	10%
Work Study Coordinator .....	10%
Bilingual Coordinator .....	10%



**APPENDIX B**  
**1993-94**  
**Extra Services Pay Schedule**

**I. Activity** **\$21,395 Base**

**A. Senior High Athletics**

Football

Head Coach .....	18%
Assistants .....	12%
Reserve Coach .....	12%
9th Grade Coach .....	10%

Basketball

Boys Head Coach .....	18%
Girls Head Coach .....	18%
Boys Reserve Coach .....	12%
Girls Reserve Coach .....	12%
Boys 9th Grade Coach .....	10%
Girls 9th Grade Coach .....	10%

Baseball/Softball

Head Coach .....	14%
Reserve Coach .....	12%
9th Grade Coach .....	10%

Other Sports

Wrestling Coach .....	14%
Assistant Wrestling Coach .....	10%
Cross Country Coach .....	14%
Asst. Cross Country Coach .....	10%
Tennis Coach .....	12%
Golf Coach .....	10%
Volleyball Coach .....	14%
JV Volleyball Coach .....	10%
Freshman Volleyball .....	10%
Gymnastics .....	14%
Asst. Gymnastics Coach .....	10%
Soccer .....	14%
Assistant Soccer .....	10%

Swimming

Boys Head Swimming Coach .....	14%
Girls Head Swimming Coach .....	14%
Boys Asst. Swimming Coach .....	10%
Girls Asst. Swimming Coach .....	10%

Track

Head Coach .....	14%
Reserve Coach .....	10%

Cheerleaders (High School) 10% per season  
H.S. Athletic Bus. Manager 20% (+5 days release time)

Timekeeper, Scorekeeper, Ticket Taker, Ticket Seller,  
Announcer, Door Guard, Chain Gang ..... \$29 per event

Basketball & Track ..... \$40.60 per event

B. Middle School Athletics

Football .....	8%
Basketball .....	8%
Track .....	8%
Activities Director .....	12%
Volleyball .....	8%

II. Miscellaneous Activities

A. All percentages listed for activities will be considered maximums. Each activity sponsor will be paid at a rate of \$13.92 per hour for work outside of regular school hours to a maximum dollar amount equal to the listed percentage. Each sponsor must submit their time on a weekly basis to their building principal.

B. Activity .....	\$19,129 Base
High School Student Council .....	12%
Middle School Student Council .....	8%
Elementary Student Council .....	4%
Yearbook With Class .....	9%
Yearbook Without Class .....	12%

High School Newspaper With Class .....	8%
High School Newspaper Without Class .....	12%
Middle School Newspaper With Class .....	5%
Middle School Newspaper Without Class .....	8%
Freshman Sponsor .....	5%
Sophomore Sponsor .....	5%
Junior Sponsor .....	10%
Senior Sponsor .....	10%
High School Drama (2) .....	5%/each
Debate .....	10%
Forensics .....	5%
Service Squad.....	4%
Safety Squad .....	4%
Foreign Exchange .....	3%
High School Instrumental/Vocal .....	14%
M.S.Instrumental/Vocal .....	5%
Elementary Instrumental/Vocal .....	5%
Camping .....	\$233
High School Musical .....	\$5,800
H.S. Musical Hospitality .....	\$13.92/hr.
National Honor Society .....	5%
Driver Education Teacher Leader .....	10%

III.

Driver Education .....	\$17.98
Summer School .....	\$17.98
In-Service .....	\$16.85
Curriculum Development .....	\$16.85

IV. Club Sponsors ..... \$ 9.57 per hour

Teachers that sponsor clubs may request compensation by submitting to their principal on a weekly basis a log of their activities.

Base amounts and dollar amounts for the 1994-95 and 1995-96 school years shall raise the same percentage as the salary schedules for each respective year.

## **APPENDIX C**

### **Sabbatical Leave Policy**

#### **Authorization**

Upon recommendation of the Superintendent of Schools, the Board of Education may grant a sabbatical leave of absence to teachers who have been employed by the School District of the City of Berkeley for a period of seven consecutive years. Said leave may not exceed a period of one year and is subject to state code #340.752.

#### **Purpose**

The Sabbatical Leave Policy is designed to provide an opportunity for selected staff members to develop their professional competence and personal growth which consequently would serve to enhance the general welfare of the public school.

#### **Conditions**

1. The teacher will be considered to be an employee of the Board of Education during sabbatical leave.
  
2. The teacher will be paid one-half of the annual salary he/she would have received had he/she remained in the school district and will be paid on the regular pay periods during sabbatical leave.
  
3. Withholding from the teacher's salary for social security, MESSA options and income tax will be made by the school district during the period of sabbatical leave.
  
4. The teacher on sabbatical shall accumulate five sick leave days for one semester sabbaticals and ten sick leave days for two consecutive semester sabbaticals.
  
5. Teachers on sabbatical leave will be granted credit toward retirement for the period of time on sabbatical, consistent with the rules and regulations established by the boards of control of public school employees' retirement funds.

6. The teacher shall be entitled to the salary increment he/she would have received had he/she been teaching in the district during the period of the sabbatical.
7. The teacher, upon return from sabbatical leave, shall be restored to his or her position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to law.
8. A maximum of two percent (2%) of the bargaining unit as identified in the contract will be eligible to take sabbatical leave during any given period of time.
9. Minimum term for sabbatical leave shall be no less than one (1) full semester and the maximum term shall be no more than two (2) full semesters (consecutive).
10. While on sabbatical leave, it shall be the responsibility of the teacher to submit such reports as may be deemed necessary by officials of the school district.
11. The Board of Education at any time it deems proper and with sufficient cause, and in accord with the state tenure act and any statutes or Board policies pertinent thereto, can suspend further compensation to the employee on sabbatical leave.
12. The teacher must serve the Berkley School District for a minimum period of two years immediately after return from sabbatical leave or compensate the district in an amount equivalent to that received in wages, insurance premiums, retirement and social security for the period of time the teacher was on sabbatical. Such reimbursement must be made within one (1) year after termination of the sabbatical and may be waived or postponed only with the approval of the Board of Education.

13. Within thirty (30) days after resuming his/her position as a teacher in the district, the teacher must submit a report to the Board of Education and the Superintendent including such information as:

- A. Institution attended
- B. Course pursued
- C. Travel itinerary
- D. Official transcript of credits
- E. Experience gained
- F. Appraisal of professional value of experiences and study to teacher and school district
- G. Statement of manner in which knowledge and experience gained may be applied in classroom setting.

14. Teachers on sabbatical are prohibited from holding full time employment (unless it is part of the approved program) without the approval of the Board of Education. In no event shall a person on sabbatical gain more than full salary

#### **Application and Selection Procedures**

1. Application forms for sabbatical leave may be obtained at the Administrative Offices.
2. Completed applications or requests for sabbatical leave must be made by March 1 of the school year prior to the school year for which sabbatical leave is requested, and are to be filed at the administrative offices.
3. As of April 1, if final notification on the request has not been made, a biweekly status report will be made to each teacher applicant. Final notification must be made in writing by the last day of school.
4. Proposals for sabbatical leave must give promise of genuine professional improvement and might include:
  - A. Formal study at an approved institution
  - B. Travel related to professional growth
  - C. Project or research with sanction of an approved institution.

D. Writing pertinent to his/her teaching position.

E. Work related to professional development in his/her field of specialization.

5. Screening for sabbatical leave candidates shall be conducted by the Administration and may include a personal interview as well as an evaluation of stated requirements and credentials.
6. Leave will be recommended for candidates considered by the Administration to be the best qualified with due regard given professional background and length of service to the district. Level or position shall not be a determining or restrictive factor in the selection of sabbatical candidates.
7. Recommendations for sabbatical leave shall be made by the Administration to the Board of Education.
8. Approval of any request for sabbatical leave may be contingent upon procurement of a satisfactory replacement.
9. Changes in an approved program must have the approval of the Superintendent of Schools and the Board of Education.
10. A sabbatical leave may be discontinued upon mutual agreement of the Board of Education and the teacher on sabbatical leave.

SCHOOL DISTRICT OF THE CITY OF BERKLEY  
**APPENDIX D-1**  
**1993-94 CALENDAR**

Monday	August 30	Teachers Report
Tuesday	August 31	Students Report 1/2 day p.m.
Monday	September 6	Labor Day - No School
Thursday	September 16	Non-Attendance Day
Friday	September 17	Non-Attendance Day
Wednesday	November 24 1/2	Conference Compensation Day
Thursday	November 25	Thanksgiving Recess
Friday	November 26	Thanksgiving Recess
Tuesday	December 21	1/2 Conference Compensation Day No School p.m. Winter Recess Begins
Monday	January 3	Classes Resume
Friday	January 14	End of First Semester Records 1/2 day, No school p.m.
Monday	January 17	Non-Attendance Day
Monday,	February 14	Mid-Winter Recess Begins
Monday	February 21	Classes Resume
Thursday	March 31	1/2 Conference Compensation Day No school p.m.
Friday	April 1	Spring Recess Begins
Monday	April 11	Classes resume
Friday	May 27	1/2 Conference Compensation Day No School p.m.
Monday	May 30	Memorial Day - No School
Thursday	June 16	Last Student Day - 1/2 Day
Friday	June 17	Last Teacher Day



SCHOOL DISTRICT OF THE CITY OF BERKLEY  
**APPENDIX D-1**  
**PARENT-TEACHER CONFERENCES**  
**1993-94**

**FALL**

**Wednesday, November 17**  
Elementary - evening

**Thursday, November 18**  
Elementary - afternoon  
Elementary - evening

**Friday, November 19**  
Elementary - afternoon

**Monday, November 22**  
Middle School - afternoon  
Middle School - evening  
High School - evening

**Tuesday, November 23**  
Middle School - evening  
High School - afternoon  
High School - evening

**SPRING**

**Tuesday, March 8**  
Middle School - evening  
Middle School - afternoon

**Wednesday, March 9**  
High School - evening

**Thursday, March 10**  
High School - afternoon  
High School - evening  
Middle School - evening

**Wednesday, April 13**  
Elementary - afternoon  
Elementary - evening

**Thursday, April 14**  
Elementary - afternoon  
Elementary - evening

SCHOOL DISTRICT OF THE CITY OF BERKLEY  
**APPENDIX D-2**  
**1994-95 CALENDAR**

Monday	August 29	Teachers Report
Tuesday	August 30	Students Report - 1/2 day p.m.
Monday	September 5	Labor Day - No school
Tuesday	September 6	Non-Attendance Day
Wednesday	September 7	Non-Attendance Day
Thursday	September 15	Non-Attendance Day
Wednesday	November 23	1/2 Conference Compensation Day No school p.m.
Thursday	November 24	Thanksgiving Recess
Friday	November 25	Thanksgiving Recess
Friday	December 23	1/2 Conference Compensation Day No school p.m. Winter Recess Begins
Tuesday	January 3	Classes Resume
Friday	January 13	Records 1/2 Day - No school pm
Monday	January 16	Non-Attendance Day
Monday	February 13	Mid-Winter Recess Begins
Monday	February 20	Classes Resume
Thursday	April 13	1/2 Conference Compensation Day No school p.m.
Friday	April 14	Spring Recess Begins No school
Monday	April 24	Classes Resume
Friday	May 26	1/2 Conference Compensation Day No school p.m.
Monday	May 29	Memorial Day - No School
Thursday	June 15	Last Student Day - 1/2 Day
Friday	June 16	Last Teacher Day

SCHOOL DISTRICT OF THE CITY OF BERKLEY  
**APPENDIX D-2**  
**PARENT-TEACHER CONFERENCES**  
**1994-95**

**FALL**

**Wednesday, November 16**  
Elementary - evening

**Thursday, November 17**  
Elementary - afternoon  
Elementary - evening

**Friday, November 18**  
Elementary - afternoon

**Monday, November 21**  
Middle School - afternoon  
Middle School - evening  
High School - evening

**Tuesday, November 22**  
Middle School - evening  
High School - afternoon  
High School - evening

**SPRING**

**Tuesday, March 7**  
Middle School - evening  
Middle School - afternoon

**Wednesday, March 8**  
High School - evening

**Thursday, March 9**  
High School - afternoon  
High School - evening  
Middle School - evening

**Thursday, March 30**  
Elementary - afternoon  
Elementary - evening

**Monday, April 3**  
Elementary - afternoon  
Elementary - evening

SCHOOL DISTRICT OF THE CITY OF BERKLEY  
**APPENDIX D-3**  
**1995-96 SCHOOL CALENDAR**

Monday	August 28	Teachers Report
Tuesday	August 29	Students Report - 1/2 day p.m.
Monday	September 4	Labor Day - No School
Monday	September 25	Non-Attendance Day
Tuesday	September 26	Non-Attendance Day
Wednesday	October 4	Non-Attendance Day
Wednesday	November 22	1/2 Conference Compensation Day No school p.m.
Thursday	November 23	Thanksgiving Recess
Friday	November 24	Thanksgiving Recess
Friday	December 22	1/2 Conference Compensation Day No School p.m. Winter Recess Begins
Wednesday	January 3	Classes Resume
Friday	January 12	Records 1/2 Day - No school pm
Monday	January 15	Non-Attendance Day
Monday	February 12	Mid-Winter Recess Begins
Monday	February 19	Classes Resume
Thursday	April 4	1/2 Conference Compensation Day No School p.m.
Friday	April 5	Spring Recess Begins
Monday	April 15	Classes Resume
Friday	May 24	1/2 Conference Compensation Day No School p.m. Memorial Day - No School
Thursday	June 13	Last Student Day - 1/2 Day
Friday	June 14	Last Teacher Day

SCHOOL DISTRICT OF THE CITY OF BERKLEY  
**APPENDIX D-3**  
**PARENT-TEACHER CONFERENCES**  
**1995-96**

**FALL**

**Wednesday, November 15**  
Elementary - evening

**Thursday, November 16**  
Elementary - afternoon  
Elementary - evening

**Friday, November 17**  
Elementary - afternoon

**Monday, November 20**  
Middle School - afternoon  
Middle School - evening  
High School - evening

**Tuesday, November 21**  
Middle School - evening  
High School - afternoon  
High School - evening

**SPRING**

**Tuesday, March 12**  
Middle School - evening  
Middle School - afternoon

**Wednesday, March 13**  
High School - evening

**Thursday, March 14**  
High School - afternoon  
High School - evening  
Middle School - evening

**Thursday, March 28**  
Elementary - afternoon  
Elementary - evening

**Monday, April 1**  
Elementary - afternoon  
Elementary - evening

**APPENDIX E**  
1993-94

9-10-93  
9-24-93  
10-8-93  
10-22-93  
11-5-93  
11-19-93  
12-3-93  
12-17-93  
12-30-93 - Checks mailed on 12/29/93  
1-14-94  
1-28-94  
2-11-94  
2-25-94  
3-11-94  
3-25-94  
4-8-94 - Checks mailed on 4/7/94  
4-22-94  
5-6-94  
5-20-94  
6-3-94  
6-17-94 - Last pay for those on 21 pays  
7-1-94  
7-15-94  
7-29-94  
8-12-94  
8-26-94

