

8/31/98

**PROFESSIONAL AGREEMENT**

**Between**

**The**

**Blissfield Community School District**

**And**

**The Lenawee County Education Association  
Affiliated with the BEA, MEA/NEA**

**1995-98**

**Blissfield, Michigan**

*Blissfield Community School*





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**BLISSFIELD COMMUNITY SCHOOLS  
PROFESSIONAL CONTRACT**

This contract entered into this 1st day of September, 1995, between the Board of Education of the Blissfield Community School District, hereinafter referred to as the "Board", and the Lenawee County Education Association, BEA, MEA/NEA, hereinafter referred to as the "Association".

**DURATION OF AGREEMENT**

This agreement shall be effective as of the 1st day of September, 1995, and shall continue in effect until the 31st day of August, 1998. Thereafter, this agreement shall automatically and successively extend from year to year unless either party notifies the other at least 90 days prior to expiration of this agreement that negotiations for a new agreement are requested.

**EDUCATION ASSOCIATION**

**BOARD OF EDUCATION**

By: Shelby Jean LaVoy  
Its President

By: Don C. Newirth  
Its President

and

and

By: Nancy M. Blaw  
Its Secretary

By: William J. Stutzman  
Its Secretary



**WITNESS**

In consideration of the following mutual covenants the Board, on behalf of the District, and the Association agree as follows:

**ARTICLE I: Recognition**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certified teacher personnel regularly employed by the Board of Education. Such representation shall exclude supervisory and administrative personnel, including but not limited to, superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, per diem substitute teachers, athletic director, teacher aide and paraprofessional personnel, business manager, per diem employees, CETA or CETA-type employees, adult and community education teachers, coaches and extracurricular supervisors who are not otherwise part of the bargaining unit as teacher, noon period supervisors, recreational personnel, office and clerical personnel, custodial and maintenance personnel, together with summer school employees and summer driver education teachers, and all other employees of the Board. The term "teacher" when used hereinafter in the agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above-defined.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this agreement.

**ARTICLE II: Board Rights**

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:



- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- B. To hire only degree teachers and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof, and be in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. The above Board Rights are subject to the provisions of Public Act 379 and the specific provisions of this agreement.

### **ARTICLE III: Teacher Rights And Teaching Conditions**

- A. Teachers in Blissfield shall have the right to use school building facilities at reasonable times as mutually agreeable to the parties hereto and shall reimburse the Board for all additional costs incurred in connection therewith.
- B. The District recognizes that appropriate texts, library facilities, maps and globes, laboratory equipment, art supplies, audio-visual equipment, athletic equipment, current periodicals, standard tests, and questionnaires, and similar materials are the tools of the teaching profession. The parties concerned will confer from time to time for the



purpose of improving the selection and use of such educational tools, and the Board on behalf of the district agrees at all times to keep the schools reasonably and properly equipped and maintained as determined advisable within budgetary limitations.

- C. One vending machine per building for appropriate beverages shall be installed, if reasonable and convenient, at the request of the Association.
- D. Parking facilities on existing parking areas shall be made available to teachers.
- E. The equivalent of one full day at the conclusion of the first semester shall be provided for the purpose of concluding that semester's work. All teachers shall be present for the equivalent of a full day. Full days shall be provided at the end of each semester for 1995-96 and 1996-97.
- F. The Association shall be responsible for the orderliness, cleanliness and professional atmosphere of the staff lounges with respect to its own members.
- G. Millage issues and campaigns will be discussed with the Association by the Board of Education.
- H. Teachers shall be entitled to full rights of citizenship and no religious or political activities, or lack thereof, of any teacher, unless contrary to state or federal law, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, unless such activity is carried into the classroom.
- I. The Board agrees to furnish the Association, in response to requests, all available public information pursuant to the Freedom of Information Act.
- J. The Association may make recommendations to the Board on any major educational, budgetary, or construction changes.
- K. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teachers and students is encouraged. The Board agrees to support teachers within the body of objective research of the teacher's given discipline and within the scope of adopted policy and established district curriculum areas. Teachers will be kept advised of any curriculum guidelines established by the Board. Teachers will be expected to comply with Board guidelines which affect their subject areas.

#### ARTICLE IV: PROTECTION OF TEACHERS

- A. Any case of assault by a student or parent upon a teacher on school premises during the regular school day or at any authorized school activity shall be reported to the administration. If the teacher is not otherwise entitled to counsel and the teacher has acted within Board policy and applicable laws, the Board may provide legal counsel, upon request, to advise such teacher of his/her rights and obligations with respect to such assault.
- B. Before a complaint directed toward a teacher is used as the basis for disciplinary action or permanently placed in the teacher's file, it shall be brought to the teacher's attention.
- C. A teacher shall be entitled to have present a representative of the Association during any meeting which will lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present unless exigencies of the situation require immediate action. A teacher shall not be entitled to the presence of an Association representative during an evaluation conference providing the evaluation does not contain a reprimand.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property and shall discharge their duties and responsibilities to said students and property according to the Michigan School Laws.
- E. Teachers who are given assignments outside a teacher's area of preparation, large numbers of students with learning or behavioral problems, excessively large classes, and poorly equipped teaching environments, will not be expected to meet the same expectations as other teachers.
- F. No tenure teacher shall be reprimanded in writing, reduced in rank or compensation without just cause. Just cause shall not apply to the discipline or non-renewal of a probationary teacher or to the discipline or non-reappointment of a coach.

## ARTICLE V: Corporal Punishment

- A. The employer will publish to all students and staff at the beginning of each school year such reasonable rules of conduct for students as shall be effective at the time. In addition to the general rules of the district, each teacher may establish additional rules for students during the time said students are in his/her charge, as approved by the building administrator.
1. Teachers may use such reasonable physical force as may be necessary to:
    - a. Protect himself, herself, the pupil or others from physical injury .
    - b. Obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
    - c. Protect property from physical damage.
  2. Teachers may use reasonable physical force for the purposes set forth in Part 1 above, but shall not be obligated to risk his/her own safety to perform such function.
  3. Except as provided in Part 1 above, a teacher shall not use corporal punishment. Corporal punishment consists of all three of the following characteristics:
    - a. The student is caused physical pain by a reasonable person standard.
    - b. The activity was intended as a penalty, punishment or threat for the pupil's offense.
    - c. The teacher intentionally administered pain, physically or psychologically.
  4. Corporal punishment does not include physically escorting a student to his/her proper location including, but not limited to, the principals' office.
  5. The district will establish staff committees at the building level to develop a list of possible alternatives to corporal punishment.

## ARTICLE VI: Teaching Loads And Assignments

- A. The Board will attempt to assign teachers to the area of their greatest professional competence; i.e. majors, minors, in the secondary, early elementary or later elementary. This is to imply that the teacher's major area of preparation shall be considered first, the minor areas second. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study without prior consultation with the teachers involved.
- B. Teachers who will be affected by a change in grade assignment in the elementary school and in subject assignments in the secondary school shall be consulted as early as possible. Every effort shall be made to keep all teachers who are under consideration for reassignment informed of tentative administrative plans.

The professional opinion of the teachers relative to assignment and grade placement will be openly solicited by the administration. While the final determination of subject and room assignment is vested in the Board, it shall not so assign a teacher without prior discussion with the teacher.

- C. Each teacher shall be informed by the Superintendent or his/her designee of his/her tentative teaching assignment for the next year by the close of school. Changes in assignment after July 25th, may be made for valid educational and management reasons, provided the teachers concerned are informed as soon as the assignment is determined.
- D. Because of the importance of pupil-teacher ratio, the parties agree that class size be equalized if possible and shall be consistent with the following guidelines:

	<u>Maximum Pupil/Teacher Ratio</u>
Dev. Kindergarten to Grade 3	27
Grades 4 and 5	30
Grades 6 thru 12	32

Traditional large groups such as bands, choir, physical education, etc. are exempt from the guidelines and formula. Experimental classes that exceed class size guidelines shall be agreed upon by administration and affected staff.



If classes exceed the maximum numbers, the following formulas shall be applied:

Dev. Kindergarten -- Grade 3:

$$\frac{\text{Salary}}{180} \times \frac{1}{27} = \text{pay per day per pupil } \mathbf{X} \text{ days in violation}$$

Grades 4 and 5:

$$\frac{\text{Salary}}{180} \times \frac{1}{30} = \text{pay per day per pupil } \mathbf{X} \text{ days in violation}$$

Grades 6 thru 12:

$$\frac{\text{Salary}}{180} \times \frac{1}{32} = \text{pay per day per pupil } \mathbf{X} \text{ days in violation}$$

Payment for class size violations will be calculated during the following time periods:

- \* 1st day to November 1st
- \* November 1st to January 22nd
- \* January 22nd to June 8th

The denominator of 180 shall be 181 for 1996-97 and 182 for 1997-98.

For payment to become effective, students must be assigned to the regular education classroom for more than 50% of a full-time basis. Payments will be made in a lump sum on the first or second pay following November 1st, January 22nd, June 8th.

In grades 6 thru 12 the formula becomes operational when the pupil count exceeds an average of 32 pupils per class for each teacher.

If financial instability forces a layoff, the formulas shall become inoperable and will resume after all teachers are recalled from layoff.

- E. The High School day shall be comprised of six (6) class periods, including a teacher preparation period, with an additional VIP period (provided student instructional time requirements are met.) The middle school day shall be a seven (7) period day, including a teacher preparation period. If a teacher is contracted to teach more than the normal teaching assignment as set forth in this Article, the teacher shall receive additional compensation at one sixth (1/6) of his/her base pay at the high school level and one seventh (1/7) of his/her base pay at the middle school.

- F. TMI, SMI, SXI students placed in a regular education environment to conform with handicapped, mandated least restrictive environment (LRE) requirements deserve an appropriate classroom learning environment along with all other students. Likewise, teachers in order to fulfill their assigned duties, must be provided an environment conducive to effective performance.

In implementing the above the following provisions will be adhered to:

1. IEP provisions will be followed. It is understood that I.E.P.C. must "show cause" in accord with state administrative rules if a child is moved from or not assigned to an LRE. Appropriate teachers will be invited to I.E.P.C.'s.
2. Teachers will be exempt from performing procedures such as catheterization and suctioning to maintain handicapped/medically fragile students.
3. Teachers, at their option, may assist in the physical transportation of handicapped students.
4. Medical assistance will be readily available on demand for handicapped/medically fragile students. It is further understood that liability for the safety and welfare of handicapped/medically fragile handicapped students placed in a regular classroom rests with the agency initiating and effecting placement except for cases of teacher neglect.

## **ARTICLE VII: Teaching Hours**

- A. The teacher's normal teaching hours shall be as follows:
1. Teachers shall be in their buildings, excluding the teacher lounges, attending to teaching duties, at least fifteen (15) minutes before the regular school day begins.
  2. Teachers shall remain in the building attending to teaching duties at least ten (10) minutes after the regular school day ends.
  3. Hours and functions of special schedule teachers such as counselors, librarians, music teachers, speech correctionists, art teachers, physical education teachers, health teachers, and other

special teaching classifications shall be arranged by the administration in a reasonable and consistent manner.

4. Teachers shall not leave school property during school hours except for lunch period, except in emergencies with prior approval of the principal.
- B. Through cooperative effort of teachers with the administration, all secondary teachers will be provided with a 25 minute duty-free lunch period. Elementary teachers will be allowed a minimum number of 150 minutes of planning time per week during the student day in segments of 25 minutes each. Elementary teachers will also be provided with a duty free lunch period of 40 minutes. It is understood that Special Services shall receive the 150 minutes per week.
- C. It shall be the duty of all teachers to attend meetings called by the administration not to exceed eighteen (18) hours per year, with no more than, three (3) hours in one month. Staff meetings shall not be held on records days. Records days shall follow exams. In the event schools are closed on records day, the records day shall not be rescheduled.
- D. A teacher's participation in one parent-teacher conference each semester as scheduled is required as a professional responsibility. Elementary students and teachers shall have a half day on the Friday following parent-teacher conferences, according to the following Elementary Schedule:

**Kindergarten (4 days)**

**South Elementary (2 days)**

Monday	8:10 to 11:50	(Classes in pm)	Wednesday	12:10 to 5:10
Tuesday	8:10 to 11:50	(Classes in pm)	Thursday	1:10 to 5:10
Wednesday	12:10 to 5:10	(Classes in am)	Thursday	6:20 to 8:10
Thursday	1:10 to 5:10	(Classes in am)	Friday	Dismissed at 11:15
Thursday	6:20 to 8:10			
Friday	Dismissed at 11:15			

A Joint Parent-Teacher Conference Committee will meet to review the delivery of parent-teacher conferences at the secondary level. The Committee's review shall not be limited to the time, frequency and effectiveness of this method of communicating with parents. Results of the Committee's work shall be subject to approval by the parties.

- E. Teachers shall spend one half of the first teacher in-service day working in their rooms or on activities related to their teaching.

F. **Snow Days.**

1. The school calendar shall consist of one hundred eighty (180) scheduled days of student instruction, one (1) full in-service day and three (3) teacher days for 1995-96; one-hundred-eighty-one (181) scheduled days of student instruction and three (3) teacher days for 1996-97; and one-hundred-eighty-one and one-half (181 ½) scheduled days of student instruction and two and one-half (2 ½) teacher days for 1997-98 as reflected in **APPENDIX I**.

The total annual salary of each teacher is based upon one hundred eighty-four (184) work days.

2. If the agreed-upon school year is required to be extended or there is a modification in the agreed-upon school calendar (**APPENDIX I**) because of Section 101 (3) of the School Aid Act, any bargaining unit member required to perform any work on a day not specified as a duty day in this Agreement shall do so with no additional compensation.

Teachers will not be required to report and shall receive their regular pay for scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, or health conditions as defined by the city, county, or state health authorities.

3. Should a closing because of conditions not within the control of school authorities require the scheduling of additional days of student instruction because previously scheduled days could not be counted to meet the 180-day requirement in accordance with the State Aid Act, the following days shall be reserved for make-up days. Days lost will be made up in the mid-winter break with the Monday being made up first providing non-student days have been scheduled.

If additional days are required to be made up, they will be added to the end of the school year.

4. If, at any time during the life of this Agreement it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to inclement weather, fires, epidemics or health conditions, it is agreed that the following school closing



provisions shall become immediately effective:

When an act of God or an employer directive forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

To the extent that any other provision of the collective bargaining agreement, such as the school closing provisions, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

G. ACADEMIC YEAR SCHEDULE — 1995-96

184 Teacher Days

180 Student Days

1. Elementary — 1995-96 Instructional Days —

Student Hours -

8:45 a.m. - 3:20 p.m. = 6 hrs. 35 min.

Deductions:

40 min. lunch/recess per day

9 half days for staff dev. per yr. @ 3 hrs.

6 half days, parent conf. per yr. @ 3 hrs.

Kindergarten -

Student Hours

8:35 a.m. - 11:20 a.m. = 2 hrs. 45 min.

12:25 p.m. - 3:10 p.m. = 2 hrs. 45 min.

Deductions:

None - Subs will be hired for staff dev. days and parent conferences, unless after consulting with the kindergarten teachers, it is determined by the administration that using subs for a particular day is not educationally sound.

Additions:

3 scheduled "all-day" sessions for kdgn. — 8 hrs.

2. Middle School - 1995-96 Instructional Days —

Student Hours -

7:30 a.m. - 2:10 p.m. = 6 hrs. 40 min.

Deductions:

25 min. lunch per day

Parent Conferences

12 hrs. per yr.

Wednesday Staff Dev.

36 hrs. per yr.

3. High School - 1995-96 Instructional Days —

Student Hours -

7:30 a.m. - 2:12 p.m. = 6 hrs. 42 mins.

Deductions:

25 min. lunch per day and

14 min. mid-morning break

Parent Conferences

12 hrs. per yr.

Wednesday Staff Dev.

36 hrs. per yr.

NOTE: Teachers work day begins 15 minutes prior to the instructional day and ends 10 minutes after the instructional day.

The last day for students would be a full day.

H. ACADEMIC YEAR SCHEDULE — 1996-97

184 Teacher Days

181 Student Days

1. Elementary — 1996-97 Instructional Days —

Student Hours -

8:45 a.m. - 3:20 p.m. = 6 hrs. 35 min.

Deductions:

40 min. lunch/recess per day

6 half days for staff dev. @ 3 hrs.

6 half days, parent conf. @ 3 hrs.

Kindergarten -

Student Hours

8:35 a.m. - 11:20 a.m. = 2 hrs. 45 min.

12:25 p.m. - 3:10 p.m. = 2 hrs. 45 min.

**Deductions:**

None - Subs will be hired for staff dev. days and parent conferences, unless after consulting with the kindergarten teachers, it is determined by the administration that using subs for a particular day is not educationally sound.

**Additions:**

3 scheduled "all-day" sessions for kdgn. — 8 hrs.

2. Middle School - 1996-97 Instructional Days —

**Student Hours -**

7:30 a.m. - 2:10 p.m. = 6 hrs. 40 min.

**Deductions:**

25 min. lunch per day

Homeroom (14 min.)

Parent Conferences

12 hrs. per yr.

Wednesday Staff Dev.

24 hrs. per yr.

3. High School - 1996-97 Instructional Days —

**Student Hours -**

7:30 a.m. - 2:12 p.m. = 6 hrs. 42 mins.

**Deductions:**

25 min. lunch per day and

14 min. mid-morning break

Parent Conferences

12 hrs. per yr.

Wednesday Staff Dev.

24 hrs. per yr.

NOTE: Teachers work day begins 15 minutes prior to the instructional day and ends 10 minutes after the instructional day.

The last day for students would be a full day.

I. ACADEMIC YEAR SCHEDULE — 1997-98

184 Teacher Days

182 Student Days

1. Elementary — 1997-98 Instructional Days —

Student Hours -

8:45 a.m. - 3:25 p.m. = 6 hrs. 40 min.

Deductions:

40 min. lunch/recess per day

6 half days for staff dev. @ 3 hrs.

6 half days, parent conf. @ 3 hrs.

Kindergarten -

Student Hours

8:35 a.m. - 11:25 a.m. = 2 hrs. 50 min.

12:25 p.m. - 3:15 p.m. = 2 hrs. 50 min.

Deductions:

None - Subs will be hired for staff dev. days and parent conferences, unless after consulting with the kindergarten teachers, it is determined by the administration that using subs for a particular day is not educationally sound.

Additions:

3 scheduled "all-day" sessions for kdgn. — 8 hrs.

2. Middle School - 1997-98 Instructional Days —

Student Hours -

7:30 a.m. - 2:15 p.m. = 6 hrs. 45 min.

Deductions:

25 min. lunch per day

Homeroom (14 min.)

Parent Conferences

12 hrs. per yr.

Wednesday Staff Dev.

24 hrs. per yr.

3. High School - 1997-98 Instructional Days —

Student Hours -

7:30 a.m. - 2:17 p.m. = 6 hrs. 47 mins.

Deductions:

25 min. lunch per day and

14 min. mid-morning break

Parent Conferences

12 hrs. per yr.

Wednesday Staff Dev.

24 hrs. per yr.



NOTE: Teachers work day begins 15 minutes prior to the instructional day and ends 10 minutes after the instructional day.

The last day for students would be a half day.

### **ARTICLE VIII: Teacher Evaluation**

- A. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Probationary teachers will have an individualized development plan (IDP) and shall be observed for the purposes of evaluation at least once each semester. Tenure teachers shall be observed for the purposes of evaluation at least once every three (3) years.
- B. All formal evaluations shall be performed by the administration and shall be reduced to writing and a copy given to the teacher within five (5) school days of the formal observation. A conference will be held regarding the evaluation within five (5) school days thereafter. If the teacher disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation in question within five (5) school days after the evaluation conference.
- C. Each teacher shall have the right, upon written request, to review the contents of his/her own personnel file, in the presence of the administrator, at a reasonable and mutually agreeable time.
- D. Nothing contained herein will deprive the Board of any right which it, has under the Michigan Teacher Tenure Act with regard to teachers.
- E. The evaluation instrument will be reviewed by the parties every five (5) years. It is recognized that an outside resource person may be brought into the district to provide assistance to a staff member. A resource person may be brought in at the discretion of the administration and/or the Association.
- F. It is understood that teachers will use at their option an educationally sound, research based, method of teaching. However, this shall not preclude the administration from recommending a specific model that may assist a teacher in improving his/her performance. Furthermore, training relative to the recommended model will be provided by the school district.

## ARTICLE IX: Vacancies And Promotions

- A. The Board recognizes that it is desirable in making assignments to consider all facets of the educational program including the interests and aspirations of its teachers. By April 15th, the administration shall identify the vacancies known at that time for the following year and post the listing throughout the district. Teachers wishing to apply for a vacancy listed may complete a "Request for Transfer" form and submit it to the Superintendent's Office no later than April 30th. Any other teacher requesting a change in assignment or transfer to another building shall submit a "Request for Transfer" form to the Superintendent or their Building Administrator by April 30th. All requests must be submitted on an annual basis. Prior to the end of the school year administrators will review requests, meet with the parties involved and make assignments. The parties recognize that transfers in grade assignments in the elementary schools, transfers in teaching assignments in the secondary schools and transfers between schools may be necessary. If such transfers are necessary, the Board will attempt to make transfers on a voluntary basis, in the best interest of students.
- B. A transfer to another building prior to the end of the school year is not grievable.

An involuntary transfer to another building after the close of the current school year for the following year will be made only in the best interest of the total educational program. The Superintendent or his designee shall notify the affected teacher with reasons for such transfer. The transfer is not grievable.

A vacancy shall be defined for the purpose of this Agreement as a position presently unfilled. A vacancy may result from the retirement, transfer, reassignment or termination of present Association members or by expansion of present programs or creation of new programs.

1. In the event there are no laid off staff qualified and certified to fill said vacancy, then the vacancy will be filled on a temporary basis, for the remainder of the school year.
2. These vacancies filled on a temporary basis shall be posted in April.

- C. The Board declares its support of a policy of filling all vacancies, including vacancies in supervisory or administrative positions, from within its own teaching staff. If the vacancy occurs on April 15th, or later, the posting requirement will be one (1) week. If the vacancy occurs within three (3) weeks of the start of school, then the position may be filled as soon as possible; however, prior to filling the vacancy those staff members who have indicated in writing they are interested in possible vacancies will be notified promptly by the Superintendent or his designee.
1. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure in addition to the procedures heretofore outlined, shall be followed:
    - a. Teachers with specific interest in possible vacancies shall include a summer address.
    - b. Should a vacancy occur, the Superintendent or his designee will notify the teaching staff that has expressed an interest in writing by mail in July.
    - c. The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within three (3) days of a certified mailing.
    - d. Failure to select an internal candidate is not grievable.

#### **ARTICLE X: Absences And Leaves Of Absence Of Employees**

- A. Acceptable reasons for leave with pay are personal illness, injury, disability, quarantine, and serious illness or death in the immediate family of the employee. "Immediate family" means father, mother, brother, sister, husband, wife, child and parent-in-law. Absence due to injury as a result of a physical attack on a teacher while at work shall not be charged against the teacher's leave days.
- B. The annual allowance for contractual staff members who are absent for any of the reasons listed in the above paragraph will be:
  1. Ten days per year with full pay, accumulative to 150 days.

2. Days may be used for immediate family illness of a serious nature. Five (5) days may be used for bereavement of a member of the immediate family. Family illness shall not include disability related to childbirth except for complications of a spouse requiring his presence.
  3. The administration may request a doctor's report after three (3) consecutive days of absence for illness.
  4. A teacher may be required to have a physical and/or mental examination by his doctor at the expense of the Board and without loss of pay or deduction from sick leave.
- C. Any teacher whose personal illness extends beyond the period compensated under Section B shall be granted a leave of absence without pay for a time not to exceed one (1) year from commencement thereof.

Any teacher granted workers' compensation benefits shall be extended an unpaid leave of absence for such period of time as benefits are paid.

The teacher may return to employment the following semester providing said teacher presents a written statement from a physician designated by the administration stating that it is satisfactory for him/her to do so.

- D. At the beginning of each school year each teacher shall be credited with two (2) days for personal business. A personal business day may be used for legal or business matters that cannot be conducted outside of regular school hours. A teacher planning to use a personal leave day shall notify his principal on the appropriate form at least three (3) days in advance, except in cases of emergency. Personal business days may not be taken the day before or the day following a holiday or vacation period. In the event more than 10% of the staff in any building want to use the same day for personal business, the principal may deny requests from those over the 10% number in his discretion. Unused personal leave days shall be added to sick leave accumulation at the end of the year.
- E. The Association agrees that abuse of sick leave days or necessary business leave days as above stated may be the basis for disciplinary action.
- F. One (1) day for every seven teachers per year will be allocated for teachers' professional improvement. Such days may be used with pay by individual teachers with prior approval of the administration for

visitation to view other instructional techniques or programs or to attend conferences, workshops or seminars pertaining to the teacher's field of teaching or general education. Requests for use of the days must be made to the principal at least one (1) week in advance. A teacher may be requested to submit a written report of the activity attended. Additional days may be granted in the discretion of the administration.

- G. Teachers who request to be excused from jury duty during the school year but are denied and are required to serve on a jury will be excused for such duty and will be paid their regular salary. The teacher shall reimburse the district any per diem payment received for said service.
- H. The Association may use three (3) days per year without loss of pay to conduct Association business, provided the Association pays the cost of any substitute. Such days shall not be used for picketing or other related activities or negotiating in other school districts. Notice of intent to use an Association business day shall be given to the superintendent three (3) days in advance.
- I. Anticipated prolonged disability -- any teacher that can anticipate a prolonged disability (such as scheduled surgery, other confinement to home or hospital including maternity) shall notify the building principal in writing at least sixty (60) calendar days in advance of the projected period of confinement. The notification shall contain the projected dates of confinement.
  - 1. The Board may require a teacher to submit a medical certificate of continued good health when he/she receives a periodic check-up.
  - 2. To receive sick leave payments the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by his/her physician.
  - 3. For all sick leave days claimed the teacher must have a physician's certificate verifying physical disability which prevents him/her from fulfilling his/her teacher responsibilities.
- J. In addition to an unpaid maternity leave, a pregnant teacher may choose to use accumulated sick leave days for the time she is actually disabled in accordance with the preceding section. It is expressly understood this shall not include normal child care.
- K.
  - 1. Maternity leave without pay is available to female teachers. A male teacher shall be entitled to unpaid leave in the event of adoption or birth of his child. The length of the leave shall not exceed one (1) year, renewable in the discretion of the Board.



2. At least three (3) months prior to the expected date of birth or the date the leave is requested to begin, whichever is earlier, the teacher shall submit a written request for maternity leave to the Board of Education. The leave shall begin no later than the date the teacher is unable to perform her services as determined by her doctor. The request shall specify the beginning date of the leave and be accompanied by her physician's statement that there is no medical reason why the teacher cannot continue to perform services until the beginning date of the leave. As nearly as possible, the beginning date of the leave of absence should conform to the beginning or ending of a marking period, semester, or school year, but in no event shall the beginning date of the leave of absence commence later than four (4) weeks prior to the expected date of birth without written approval of the teacher's physician.
  - a. In the event of a dispute concerning the beginning date of the maternity leave, the teacher shall be entitled to a private hearing before the Board prior to the Board setting the beginning date of the leave of absence.
  - b. Once the beginning date has been approved by the Board, it shall not thereafter be changed, except in cases of emergency to be determined on an individual basis.
3. The teacher shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full-time employment. The teacher shall request a prospective termination date of the leave of absence at the time of request for the leave.
4. Return from leave within one (1) year will commence upon the date set by the Board which shall not be later than the beginning of the first day of the next marking period following the date the teacher requests to return from leave. A teacher not on leave for more than one (1) year shall be entitled to return to a position for which she is qualified. Extension of the leave shall be in the discretion of the Board. In the event the teacher is on leave for more than one (1) year, the teacher shall be entitled to return the first day of the next school year following the request which shall be made by the prior March 15, if a vacancy exists for which she is certified and qualified.
5. A teacher may submit written notification to the superintendent for reinstatement prior to expiration of the leave granted by the Board

of Education in the event of miscarriage or death of the object child of the leave. The teacher will be entitled to return at the beginning of the next marking period provided application is received ten (10) days in advance.

6. Failure to return from a maternity leave on the day specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date.
  7. Maternity leave will be granted without pay and without experience credit and without sick leave accumulation. For seniority and salary schedule purposes, the teacher shall be given credit for a full semester during which time said leave was granted provided the teacher has worked one-half of that semester.
- L. **Sabbatical:** A teacher may apply for a one-year sabbatical leave after seven years of teaching at Blissfield. All prior seniority and experience will be maintained but the teacher will not receive experience credit, salary or benefits during the leave. If the sabbatical leave will be used by a teacher to pursue educational studies or professional improvement, the employee shall only be entitled to return to employment in the first vacant position for which he/she is qualified. However, if a teacher requests a one year sabbatical, approved by the Board, for the sole purpose of full-time advanced study, at a college or university, he/she shall be entitled to a teaching position upon return provided he/she meets the following criteria:
- a. they are enrolled full-time for two semesters during the regular school year at an accredited 4 year college or university.
  - b. the program of studies in which they will enroll is beneficial to the Blissfield Community Schools and approved by the Superintendent.
- M. Leave for military duty shall be granted in accordance with all applicable laws.
- N. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours (all full time teachers qualify) during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;
- (b) due to the placement of a child with the employee for adoption or foster care;
- (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the teacher. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

- O. Unless otherwise specified, and except for those leaves granted pursuant to the Family and Medical Leave Act, a leave of absence when granted by the district, through the Board of Education, without pay, shall entitle the employee to return to employment in the first vacant position for which, in the opinion of the superintendent of schools, he/she is qualified. It shall not entitle the employee to advancement on the schedule for the time away from actual employment unless prearranged with the superintendent of schools.
- P. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.

## **ARTICLE XI: Layoff Procedure**

- A. Seniority. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term seniority as hereinafter used shall be the length of continuous service excluding unpaid leave time with the Blissfield Community Schools Board of Education. In the circumstances of more than one individual having the same length of continuous service, the employee with the earliest date of hire shall have greater seniority. Among any employees still tied, the employee with the greatest number of years' teaching in public schools shall have greater seniority. In the event a tie still exists, all individuals so affected, will participate in only one drawing per group to determine position on the seniority list. The Association

and teacher(s) affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance. If the ordered tie group is reduced in number, the remaining employees will advance in order if applicable. If a member is added to the group, only the added member would draw to determine his/her placement within the group.

A teacher shall lose seniority rights if he/she retires, resigns or is discharged for cause.

Seniority shall not accrue while on an unpaid leave of absence, except unpaid medical leave; however, said leave shall not break the continuous service of the employee. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

- C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and secondly shall be determined by years of continuous employment in the Blissfield School District. In accordance with the terms of F. 2. b. of this article, it is expressly agreed that variance from seniority ranking as determined by certification and years of service may occur at the time of layoff if the teacher is determined by the administration to be unqualified for those positions to be continued.
- D. Date of hire shall be defined as the first day of actual work. Prior to anticipated layoff, the Board will notify the Association of said layoff. The Board shall provide written notice of layoff to teachers affected 15 days prior to the effective date of layoff, by registered letter with return receipt to said staff members at their last known address or by personal delivery.
- E. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association.
- F. **Necessary Reduction of Personnel -- Layoff.** The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the finances available to the Board of Education as provided by the public and the State of Michigan, reduction in student enrollment, curriculum changes and teachers returning from leaves of absence, and in accordance with this realization understand that in some instances it may be necessary to reduce the educational program, curriculum and staff, hereby agree as follows:

1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when necessary.
  2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
    - a. Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
    - b. Layoff of seniority personnel will be in the inverse order of hiring, providing that the person is qualified to instruct the position available.
    - c. Qualifications for the purpose of this article shall be defined as follows: The teacher must satisfy State of Michigan Department of Education certification requirements and accreditation requirements of North Central, as revised and/or amended; and
      - (1) For grades 9-12 a major or minor in the subject matter to be taught.
      - (2) For grades K-8 for art, vocal music, instrumental music, physical education, industrial arts or reading, the teacher must have a major or minor in the subject.
- G. **Recall.** Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified.
- H. The recall list shall be maintained by the Board. Probationary teachers shall retain their right to recall for a period of two (2) years. Tenure teachers shall retain right to recall in accordance with the Michigan Teachers Tenure Act.
- I. The Board of Education shall have no obligation to reassign or transfer employees in order to create positions for tenure teachers or teachers with greater seniority but may do so in its discretion. The Board shall have no obligation to create part-time positions.
- J. Changes in a teacher's certification after June 1st, of any year shall not entitle a laid off teacher to be recalled on the basis of seniority to replace



a teacher in that area of certification.

- K. The Board's obligation to pay salary or fringe benefits under any staff member's individual employment contract or under this collective bargaining agreement shall terminate upon layoff providing all amounts or benefits already earned shall be received.
- L. The Board shall give written notice of recall from layoff by sending a registered letter with return receipt to said staff member at his/her last known address. It shall be the responsibility of each staff member to notify the Board of any change in address. The Staff member's address as it appears on the Board records shall be conclusive when used in connection with layoffs, recalls or other notice to the staff member. If the staff member fails to notify the Board within ten (10) days from the date of mailing of the recall notice, unless an extension is granted in writing by the Board, said staff member shall be considered a voluntary quit.

## **ARTICLE XII: Grievance Procedure**

- A. A grievance is an alleged violation of the expressed terms of this contract. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion). It is further expressly understood that the grievance procedure shall not apply to the non-renewal of a probationary teacher, the content of an evaluation, the non-reappointment of a coach, and where the subject matter of the grievance may be processed through another administrative forum.
- B. The Association shall designate representatives in each building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at *Step 1* as hereinafter described and the superintendent or his designated representative to act at *Step 2* as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session during the school year and business days Monday through Friday during the summer recess.
  - 1. Such teacher shall discuss the matter informally with his/her principal within five (5) days of the alleged violation or discovery of an alleged violation. If no satisfactory conclusion is reached within five (5) days following this discussion, he/she may proceed to *Step 2* within five (5) days.

2. Such teacher shall present the grievance in writing on the form provided by the Association representative in each building to the superintendent and request a hearing. This hearing must be granted within five (5) days after the superintendent received the request. The superintendent shall make his decision within five (5) days in writing and send a copy thereof to the teacher and Association representative. If this decision is not satisfactory, such teacher may proceed to *Step 3*.
3. Such teacher shall within five (5) days present the grievance in writing to the president of the Board of Education and request a hearing with the Board or its designated representative within ten (10) days. Within ten (10) days of such hearing the Board shall issue a written decision. Failure to appeal such decision within five (5) days thereafter shall be deemed an acceptance of the decision of the Board of Education.
4. In the event the Association is not satisfied with the disposition of the grievance at *Step 3*, he/she may, within five (5) days after the decision of the Board, in writing, request the appointment of a mutually agreed upon arbitrator to hear the grievance or if no arbitrator is mutually agreed upon, within five (5) days refer the matter to the American Arbitration Association.
5. Neither party may raise a new defense or ground at *Step 4* if not previously raised or disclosed at other written levels.
6. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.
7. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this agreement. He/she shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he/she question the reasonableness of Board policy, nor annual assignments of extra duties for extra pay as outlined in the Appendix.

If any grievance award shall include back pay, his/her award shall not extend more than thirty (30) days prior to the date of the *Step 1* conference unless the teacher was not paid according to contract salary.

8. More than one grievance may not be heard in arbitration at the same time except upon express written mutual consent.
9. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.
10. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15, of any year and strict adherence to the time limits may result in hardship to any party, the superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred. The Association shall have no right to initiate a grievance involving the right of a teacher without his/her express approval in writing thereon. In the case of a class action grievance, the names of all teachers included in the class will be included on the written grievance, with at least one (1) teacher who is actually aggrieved signing the grievance.

### **ARTICLE XIII: Continuity Of Operations**

The Association and each employee agree they will not participate in any withholding of services or strike.

In the event of a strike by another employee group in the district when teachers are not required to report for work, the Board shall be entitled to reschedule any days lost without additional compensation. The dates for rescheduled days will be negotiated with the Association.

### **ARTICLE XIV: Miscellaneous Provisions**

- A. Teachers will exert their best effort at all times to perform their duties in accordance with the contract, applicable laws, and Board policy which is not inconsistent with the terms of this contract.

- B. This agreement shall be duplicated at the expense of the Board and made available to all teachers now employed or hereafter employed by the district.
- C. 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 written and signed amendment.
- D. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement.
- E. 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.
- F. During the period of a teacher's employment and hereafter, a teacher shall have and retain all property and copyright interest in and to any copyrightable work, written, composed, created or devised by such teacher.
- G. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

<p style="text-align: center;"><b>ARTICLE XV: Financial Responsibilities And Payroll Deductions</b></p>
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- A. Any teacher may sign and deliver to the Board an assignment authorizing deductions of dues or service fee for the MEA, NEA, LCEA and BEA which sums shall be specified in writing to the Superintendent by the Association by September 15 of each school year and shall not be subject to change during the entire school year except as outlined in Section H. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA constitution and by-laws. It is expressly understood that the Board of Education need honor only one authorization form per year per teacher. Pursuant to such authorization, the Board shall deduct one-tenth of



such dues, from the regular check of the teacher each month for ten months, beginning in September and ending in June of each year. Any teacher who shall not perform services for an entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was a result of the teacher taking any paid leave of absence or sick leave provided for in this contract.

- B. With respect to all sums deducted by the Board pursuant to authorization of the employee for professional dues or service fee, the Board agrees to disburse said sums to the treasurers of the BEA, MEA, NEA and LCEA, respectively, within ten days of receipt.
- C. All refunds claimed for deductions under this article shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions. In the event of error, appropriate adjustments will be promptly made.
- D. Any dispute between the LCEA and Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this article, shall be reviewed with the employee by a representative of the Board and the Association. Until the matter is disposed of, no further deduction shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- E. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political- Ideological Expenditures" and Administrative Procedures adopted pursuant to that policy. The Representation Benefit Fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided.

In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Association, or authorize payment through payroll deduction, the employer shall upon completion of the procedures contained in paragraph G. and pursuant to MCLA



408.477; MSA 17.277(7) and at the request of the Association deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Association.

In the event there is a change in the status of the law, so that mandatory deduction from wages pursuant to the paragraph above is prohibited, the employer, at the request of the Association, shall terminate employment of a bargaining unit member that refuses to authorize the deduction of

the representation benefit fee. The termination of employment shall not occur until the procedures set forth in paragraphs F. and G. have been fully met. The parties expressly agree that failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- F. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

The Association assumes all responsibility for furnishing non-union bargaining unit members a copy of the policy, time tables for payment and administrative procedures to the non-association bargaining unit member and will hold the Board of Education harmless for its failure to do so.

- G. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorized deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

The provisions of paragraph F. shall apply equally in the event discharge of the bargaining unit member is sought by the Association, if mandatory deduction is not permitted by law.

- H. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- I. Each teacher shall each year sign an individual contract of employment which shall contain the following:

"The provisions of this contract are subject to the terms and conditions to be determined in the master agreement if developed, between the Lenawee County Education Association and the Board of Education, including financial responsibilities provisions thereof."

- J. The Association assume full responsibility for the validity and legality of such employees' deductions as are made by the Board pursuant to this Article and further agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Association.

The Association shall indemnify and save the Board and each individual Board member harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Board in complying with this Article, or in reliance upon claims by the Association that an employee must be discharged because he/she is not a member of the Association in good standing, subject to the following conditions:

1. The damages have not resulted from the willful negligence, misfeasance or malfeasance of the Board or its designates.
2. The Association, after consultation with the Board, has the right to decide whether to defend any said action.
3. The Association has the right to choose the legal counsel to defend any said suit or action.

4. The Association shall have the right to compromise or settle any claim made against the Board under this section so long as the compromise or settlement does not compromise any portion of this Agreement.
- K. The Association will save the Board harmless from any and all costs including witnesses, attorney fees and transcripts or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of this article.

**Payroll Deductions.** The following is a list of acceptable payroll deductions from the employee by the business office: Federal income tax; state income tax; social security; union dues (NEA, MEA, LCEA and BEA); annuities; optional MESSA; United Fund and credit union.

**Salary Payments:** Salary payments shall be made in either 21 or 26 equal installments annually as elected by the teacher on the appropriate form at the beginning of the school year. Teachers electing 26 pays shall also be given the option of receiving their one summer check at the close of the school year if Business Office is notified by February 1st.

# Blissfield Community Schools

## APPENDIX I

### SALARY SCHEDULE — 1995-96

<u>YEARS</u>	<u>BA</u>	<u>MA</u>
0	28,000	30,178
1	29,556	31,734
2	31,111	33,282
3	32,665	34,840
4	34,219	36,395
5	35,772	37,949
6	37,326	39,504
7	38,875	41,056
8	40,778	42,953
9	42,670	44,848
10	44,570	46,743
11	46,463	48,642

### SALARY SCHEDULE — 1996-97

0	28,700	30,932
1	30,295	32,527
2	31,889	34,114
3	33,482	35,711
4	35,074	37,305
5	36,666	38,898
6	38,259	40,492
7	39,847	42,082
8	41,797	44,027
9	43,737	45,969
10	45,684	47,912
11	47,625	49,858

### SALARY SCHEDULE — 1997-98

0	29,418	31,705
1	31,052	33,340
2	32,686	34,967
3	34,319	36,604
4	35,951	38,238
5	37,583	39,870
6	39,215	41,504
7	40,843	43,134
8	42,842	45,128
9	44,830	47,118
10	46,826	49,110
11	48,816	51,104

### **Graduate Hour Payments**

For any teacher who has received his/her permanent certificate or equivalent, and who has less than 30 hours beyond his/her MA degree, the Board agrees to pay \$40.00 per semester hour of graduate level course work. The course work must be part of a college or university planned program in pursuit of an advanced degree. All courses taken must have prior approval of the Superintendent.

### **Longevity Pay**

The Board will pay \$250.00 for each of three years of experience after ten years experience as set forth in the schedule above, thus commencing with the 15th year of acceptable experience. Longevity pay shall be \$260.00 for 1996-97 and \$270.00 for 1997-98.

### **Part-Time Pay**

A part-time teacher in the Middle School or High School shall receive total salary which is prorated based on the ratio of the number of class periods actually assigned to be taught to the number of class periods a full-time teacher actually teaches. A part-time teacher shall also work the same proportion of preparation time and the same amount of duty time as a regular teacher with no additional compensation. A part-time elementary teacher shall receive total salary which is prorated based on the ratio of the number of minutes actually assigned to work to the number of duty minutes a full-time teacher actually works.

Any part-time assignment involving more than one building will be based on a combination of the above.

### **Teacher Retirement**

Teacher retirement to be paid by the Board.

### **Insurance Coverage**

The Board of Education will pay the cost of premiums for full family medical and hospitalization group health insurance coverage for each full-time teacher participating in MESSA Super Care I. The employee will be responsible for the deductible.



The employer shall provide a cash option in lieu of health benefits. The cash amount shall be \$75.00 per month. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement with his/her annuity company that is approved by the Board.

### **Dental**

The Board of Education shall provide without cost to each full-time teacher, MESSA/Delta Dental Plan Class I 100/80%, Class II 80% and Class III 80% (\$1,200 Lifetime Maximum) including internal and external coordination of benefits, for all full-time teachers and their eligible dependents as defined by MESSA/Delta.

### **Long Term Disability**

The Board of Education will continue to provide without cost to each eligible bargaining unit member MESSA Long Term Disability Insurance. Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$3,000 and shall begin after the later of (1) exhaustion of the bargaining unit member's accumulated sick leave or (2) expiration of 90 calendar days of disability accumulation in any twelve (12) consecutive months (only the last three days of the waiting period need be consecutive and for the same condition).

### **Vision**

The Board of Education shall provide without cost to each full-time teacher MESSA Vision Service Plan 2 for all full-time teachers and their eligible dependents as defined by MESSA.

### **Life Insurance**

The Board of Education shall provide without cost to each full-time teacher MESSA Negotiated Term Life Insurance protection in the amount of \$30,000 that shall be paid to the teacher's designated beneficiary. The plan shall include accidental death and dismemberment (AD+ D) and waiver of premiums.

Regularly employed part-time teachers shall be eligible for a pro rata amount in relation to their part-time duties.

It is expressly understood that the above employer's contribution shall not be used for any other insurance coverage.

It is the responsibility of each teacher to apply for said insurance coverage. No teacher shall be eligible for insurance coverage until enrolled on the policy. No teacher will actually be covered by said insurance coverage until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the carrier. The school is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier.

Each full-time teacher shall be entitled to such insurance coverage as hereinbefore provided at the rate of 1 1/3 calendar months for coverage for each full month of scheduled service actually rendered during each school year.

Any teacher returning the ensuing school year who has not accumulated enough coverage to remain covered over the summer months may seek continuous coverage at his own expense.

#### **Severance Pay**

When a person leaves the Blissfield School District, he/she will be paid for his/her accumulated unused sick leave. The rate of payment will be one dollar per day per year of service to a maximum of fifteen dollars per day for all unused sick leave.

#### **Mileage Reimbursement**

Employees shall be reimbursed at the current IRS rate for administratively approved mileage consistent with past practice.

## Extracurricular Schedule

### HIGH SCHOOL

Head Football	10%	Cross Country	4%
Asst. Football	6%	Golf	4%
Head Basketball	10%	Band	10%
J.V. Basketball - Boys	6%	School Music Director	4%
Freshman Basketball - Boys	4%	School Musical Assistant	3%
Head Basketball - Girls	10%	Vocal Music	1%
J.V. Basketball - Girls	6%	Yearbook	6%
Head Volleyball	8%	High School Play	3%
J.V. Volleyball	4%	Debate and Forensic	2%
Head Wrestling	8%	Student Council	3%
J.V. Wrestling	4%	Senior Class Advisor	3%
Head Baseball	8%	Junior Class Advisor	4%
J.V. Baseball	4%	Sophomore Class Advisor	1.5%
Freshman Baseball	3%	Freshman Class Advisor	1.5%
Head Track - Boys	8%	Cheerleader Advisor	4%
Asst. Track - Boys	4%	(Coach with Competitive Cheer + 1%)	
Head Track - Girls	8%	J.V. Cheerleader Advisor	3%
Asst. Track - Girls	4%	School Improvement Chair	2%
Head Softball	8%	School Improvement Team	1%
J.V. Softball	4%	Honor Society Advisor	1%
Strength and Conditioning	6%	Divisional Chairperson	1%

If one person assumes both Head and Assistant positions, percentages will be approved by the Athletic Director.

## **MIDDLE SCHOOL**

Football	4%	Cheerleader Advisor	3%
Basketball - Boys	4%	School Play	3%
Basketball - Girls	4%	Yearbook Advisor	3%
Volleyball	4%	Student Council Advisor	2%
Track	4%	Field Exp. Director	2%
Intramural	3%	Field Exp. Teacher	1%
		Divisional/Departmental Chairperson	1%
		Young Astronauts	1%
		School Improvement Ch.	2%
		School Improvement Team	1%

## **ELEMENTARY**

Fundraiser for Outdoor Ed. Program	2%
Outdoor Ed. Dir. (based on 4 or 5 days)	2%
Outdoor Ed. Tchr. (based on 4 or 5 days)	1%
Grade Level Chairperson	1%
Special Service Chairperson	1%
Enrichment Coordinator	2%
Young Astronauts	1%
School Improvement Chair	2%
School Improvement Team	1%

All extracurricular service is voluntary. Percentages are based on the teacher's current experience in Blissfield in the particular activity and payment will reflect the appropriate BA/MA scale. If more than one individual shares responsibility for a position, the compensation shall be divided on a pro rata basis. The Board may grant outside coaching experience in its discretion. All extracurricular positions are subject to assignment in the discretion of the Board.

Each year the above positions held by a non-staff member or vacant positions shall be posted. Preference shall be given to qualified staff who apply. In the event no staff apply for the position then the Board may hire from outside and may pay an amount up to scheduled percent of the BA zero step.

## Blissfield Community Schools

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### Calendar 1995-96

Teachers' First Day	August 28
Student's First Day	August 29
Labor Day	September 4
In-Service	October 30
Thanksgiving Recess	November 23-24
No Classes —	
December Recess Begins	December 21
Classes Resume	January 3
Teacher Record's Day	January 19
No Classes —	
Mid-Winter Break	March 1-4
No Classes —	
Spring Recess Begins	April 1
Classes Resume	April 9
Memorial Day	May 27
Last Student Day	June 6
Record's Day	June 7

### Calendar 1996-97

Teachers' First Day	August 26
Student's First Day	August 27
Labor Day	September 2
Thanksgiving Recess	November 28-29
No Classes —	
December Recess Begins	December 23
Classes Resume	January 6
Teacher Record's Day	January 17
No Classes —	
Mid-Winter Break	February 28
No Classes —	
Spring Recess Begins	March 28
Classes Resume	April 7
Memorial Day	May 26
Last Student Day	June 5
Record's Day	June 6

### Calendar 1997-98

Teachers' First Day	August 25
Student's First Day	August 26
Labor Day	September 1
Thanksgiving Recess	November 27-28
No Classes —	
December Recess Begins	December 22
Classes Resume	January 5
Teacher Record's Day	January 16
No Classes —	
Mid-Winter Break	February 27
No Classes —	
Spring Recess Begins	April 10
Classes Resume	April 20
Memorial Day	May 25
Last Student Day (1/2 day)	June 5
Record's Day (1/2 day)	June 5



## Retirement Incentive

- A. The Board and the teacher shall contribute an equal share of the cost needed to purchase up to five (5) years of Universal Buy-in Credit in the Michigan Public School Employees Retirement System (MPERS) so long as the total of the individual teacher's credit in MPERS does not exceed the minimum number of years needed to qualify the teacher for a regular retirement allowance. The teacher shall elect to retire in June of the school year receiving payment from the Board.
  
- B. Notice for electing A. shall be by the January Board meeting and said notice shall be contingent upon meeting the eligibility requirements of the MPERS with the purchase of the Universal Buy-in Credit.
  
- C. The amount of funds provided by the district to the participant under this plan will be limited to the net actuarial cost of the Universal Buy-in Retirement Credit purchased. The employee's contribution shall then be reported as part of the employee's gross income subject to taxes and the teacher accepts the responsibility for any and all tax consequences and liability as a result of the payment of the retirement supplement stipend.





