

6/30/92

PROFESSIONAL AGREEMENT

between

**BRIGHTON AREA SCHOOLS
BOARD OF EDUCATION**

and

**WASHTENAW - LIVINGSTON
EDUCATION ASSOCIATION/BRIGHTON UNIT**

Brighton Area Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

**EFFECTIVE
JULY 1, 1989
TO
JUNE 30, 1992**

**BRIGHTON AREA SCHOOLS
1989-90 Calendar**

August 28 - Monday	Teacher Day
August 29 - Tuesday	Students report (1-12)
August 30-31 - Wed/Thurs	Full day for all students (K-12)
September 1 - Friday	Labor Day recess - NO SCHOOL
September 4 - Monday	Labor Day recess - NO SCHOOL
September 5 - Tuesday	All students report
October 30 - Monday	NO STUDENTS - 1st marking period ends
	Teacher records: (Elementary/ 8 - 11:30)
	(Secondary/7:30-11:00)
	Teacher-initiated conferences: (Elementary/12:30-3:30)
	(Secondary/12 - 3:00)
November 7 - Tuesday	Half-day for students K-5 (AM KINDERGARTEN ONLY)
	Full day for students 6-12
	Elementary conferences 12:30-3:30 PM
	Middle school evening conferences 6:00-9:00 PM
November 8 - Wednesday	Full day for students 1-12 (NO KINDERGARTEN)
	Elementary conferences 6:00-9:00 PM
November 9 - Thursday	NO STUDENTS K-12 - conferences at all grade levels
	AM prep for teaching staff (location of their choice)
	Elementary, middle & high school conferences 12-3:00 PM
November 10 - Friday	NO STUDENTS K-12
	Half-day teacher inservice (8:00-11:30 AM)
November 23-24 - Thurs/Fri	Thanksgiving recess - NO SCHOOL
December 21 - Thursday	Winter recess begins at end of school day
January 2 - Tuesday	Classes resume
January 22 - Monday	NO STUDENTS - first semester ends/teacher records day
February 23 - Friday	NO STUDENTS - county-wide inservice day
February 26 - Monday	NO SCHOOL - Mid-winter break
February 27 - Tuesday	Classes resume
March 30 - Friday	Half-day for all students (AM)/3rd marking period ends
	Teacher records day (PM)
April 5 - Thursday	NO KINDERGARTEN - Kindergarten conferences 8 AM - Noon
	Half-day (AM) for grades 1-12
	Teacher prep (PM) at location of their choice
	Evening conferences 6:00-9:00 PM for all levels
April 12 - Thursday	Spring recess begins at end of school day
April 23 - Monday	Classes resume
May 28 - Monday	NO SCHOOL - Memorial Day
June 8 - Friday	LAST DAY OF SCHOOL (if 2 or less snow days are used)
	Half-day for all students (AM); individual teachers have the option to check out on Friday (6/8) or return for a half-day on Monday (6/11)
June 12 - Tuesday	LAST DAY OF SCHOOL (if 4 snow days are used)

Note: The ending date will be announced by May 5. If more days are needed to attain 180 days, the school year will be extended.

<u>MONTH</u>	<u>TEACHER DAYS</u>	<u>STUDENT DAYS</u>		<u>STUDENT DAYS</u>
August	4	3		
September	19	19		
October	22	21		
November	19.5	18	First Marking Period	42
December	15	15	Second Marking Period	48
January	22	21	Third Marking Period	47
February	19	18	Fourth Marking Period	43
March	22	22		180
April	15	15		
May	22	22		
June	6	6		
TOTALS*	185.5	180		

*The above totals do not include snow days

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ARTICLE 1

Preamble

This Agreement entered into this 1st of July, 1989 by and between the WLEA/Brighton Unit, hereinafter called the "Association" and the Brighton Area Schools, Livingston County, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this agreement.

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WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Brighton is their mutual aim and that the quality and morale of the teaching service is a major component in the provision of quality education, and

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

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WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

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In consideration of the following mutual covenants, it is hereby agreed as follows:

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ARTICLE II

Recognition

A. The Board recognizes the Association as the exclusive and sole bargaining representative for all regularly assigned K-12 certificated teacher personnel with probationary, permanent, continuing, life or vocational certificates whether under contract, under letter of intent, or on leave, and excluding substitute teachers, Community Schools Staff, the Superintendent, Assistant Superintendents, Principals, Assistant Principals and all other Board-designated administrative personnel.

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B. The term "Teacher," when used hereafter in this agreement, shall refer to all employees represented by the Association in the Bargaining or negotiation unit.

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

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ARTICLE III

Management Rights of the Board of Education

A. The Board, on its own behalf and on behalf of the electors of the school district it represents, 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 Constitutions of the State of Michigan and the United States, including, but without limiting the generality of the foregoing: The management and control of school properties, facilities, grades and courses of instruction (recognizing the individual methods used by teachers), material used for instruction as reasonably requested by the faculty, and the progressive discipline and dismissal for cause, assignment, selection, direction, transfer, promotion and demotion of all personnel.

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B. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules and regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

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The Association and its members recognize and shall adhere to all Board policies and all regulations fulfilling such policies which are not in violation of the terms and conditions of this Master Agreement, providing such policies and procedures are in writing and have been furnished to each building.

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ARTICLE IV

Association Rights

A. The Board specifically recognizes the right of the Association to organize and operate under the Michigan Public Employees Relations Act and all other applicable laws and regulations. The rights granted to teachers hereinafter shall be deemed to be in addition to those provided elsewhere.

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B. Except as they may interfere with the teacher-pupil relationship, teachers shall be entitled to full rights of citizenship, and no religious or lawful political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers.

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C. Provisions of this agreement and the wages, terms, hours, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in, or association with, the activities of any employee organization.

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D. The Association and its members shall be allowed, upon request, to use school building facilities for meeting during the hours that the buildings are covered by custodial staff. Administratively-approved Association personnel shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, and all types of audio-visual equipment, at reasonable times such equipment is not otherwise in use. The Association shall supply at the Association's expense all materials needed to conduct Association business. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communication to teachers.

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- E.** The Board agrees to make available to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register and minutes of all board meetings, census and membership data, names and addresses of all teachers and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. 1
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- F.** Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. 7
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- G.** No teacher shall be disciplined or reprimanded or reduced in compensation as a result thereof without just cause. Any disciplinary action taken against a teacher shall be appropriate to the behavior or offense which precipitates said action. 10
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- H.** In the event a teacher is reprimanded for being insubordinate for failure to follow an administrative directive which is found to be contrary to the Contract, Board Policy, or law, all record(s) of said incident shall be expunged. 12
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- I.** Any teacher shall, upon request, be entitled to Association representation when being reprimanded, warned, or disciplined for any infraction of discipline or delinquency or inadequacy in professional performance. If the teacher requests more than one (1) Association representative, the Administration may request the presence of an equal number of Administrators. There shall be no more than three (3) Association representatives at any one time, unless mutually agreed to by the other party. 14
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- J.** Through the established teacher organizations and committees, the Board will continue to consult with its teachers on major educational and instructional matters and will give consideration to the teachers' recommendations. 19
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- K.** The Board, recognizing the value of an effective Association-Board relationship, agrees to assign to the Association Unit Director no more than four (4) academic classes (or the equivalent in case of an elementary teacher) and allows that person one (1) hour of released time per day in which to fulfill their responsibility. Released time for the Association Unit Director shall be either at the beginning or the end of the school day. The Association Unit Director's preparation time shall be scheduled at either end of the work day. The Association Unit Director may use his/her preparation time, when necessary, to fulfill his/her Association responsibilities, provided that: (1) he/she notifies the building administrator of his/her intent; (2) the Association Unit Director meets his/her daily preparation responsibilities to the satisfaction of the building administrator. 21
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- L.** Representatives of the Board and the Association will meet at least every second week for the purpose of reviewing the administration of the contract and to attempt to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. 28
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- M.** The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension with pay, with discharge as a final and last resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action. 31
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- N.** It is expressly understood that the participation by the Association at Board of Education meetings will be by any designated authorized representative who will have the authority to speak for and on behalf of the Association. 34
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- In the event that the Association through its designated representative desires to react to the items of discussion on the Board Agenda, the Superintendent shall be notified prior to the meeting of the Board. When reasonable attempts to so notify have failed, the Association shall inform the presiding officer of the Board of its desire. The presiding officer may either entertain the comments in open session or cause the comments to be expressed in private session at a point in time prior to final action by the Board. 36
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- Further, all matters to be submitted by the Association to the Board of Education shall be filed with the Superintendent at least one week prior to the regularly scheduled board meeting unless waived by the Superintendent in order to allow the administration and the Board of Education to give proper and due consideration to matter brought before the Board at a public meeting. The Board, in its sole discretion, reserves the right to limit discussion time and subject matter to be discussed at any given Board meeting. 41
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ARTICLE V

Negotiations Procedures

- A.** Negotiations for a successor contract shall commence upon written notification by either party to the other between not more than 150 days nor less than 90 days prior to the expiration date of this contract. 46
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- B.** Professional negotiations shall be conducted by the Association Negotiating committee and the Board Committee. 48
- C.** Each Committee shall have the necessary power and authority to make proposals and counter proposals during the course of negotiations subject only to ultimate ratification of their respective units. 49
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- D.** The negotiated agreement shall be approved or rejected by the membership of the Association and the Board within fifteen (15) days from the date of the meeting where agreement has been reached. Reaching of an agreement means that the final agreement shall have been approved by the chairperson of the teams for submission to the Association and Board memberships for ratification votes. If rejected, the rejections must include a meeting date when counter proposals shall be made by the non-agreeing party and a specification of the items rejected and the reasons therefor. 51
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- E.** When an agreement is reached between the parties, a contract shall be written and signed by the Board President and Unit Director, Secretary, Treasurer and chairperson of the negotiating committee of each party. Necessary action will be taken by the Board and the Association to implement the specifics of the agreement. There shall be four (4) signed copies of the agreement for purposes or record. Two (2) shall be retained by the Board and two (2) shall be retained by the Association. 56
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- F.** Any amendment to this contract shall be in writing and ratified by both parties prior to its effective date, it being expressly understood that this contract may not be amended or extended orally. 60
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G. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

Further, it is recognized that the parties may upon mutual consent modify provision of this contract during its life if the above paragraph is waived by each in their sole discretion.

ARTICLE VI

Association Dues, Fees & Payroll Deductions

A. Any teacher who is not a member of the Association/Union who does not make application for membership within 30 days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association, provided however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article (Paragraph I below). In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

B. No dispute, claim or complaint by an objecting teacher concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

C. The Association in all cases of non-compliance of this Article shall notify the teacher of non-compliance by certified mail, return receipt requested, with a copy to the Board. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected. If the teacher in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the Employer.

D. With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for the Professional Dues or Representation Benefit Fee, the Employer agrees to disburse said sums at the end of the month.

E. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

F. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such teacher no later than the next payroll date after all required documents are submitted and verified, and make appropriate remittance. For plans or programs jointly approved by the Association and Employer, to a maximum of five (5) deductions per pay beyond the standard deductions, provided that once such deduction is authorized, it shall be subject to change only at the beginning of each subsequent semester.

G. 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 (December, January, or February). 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 30 days following the Association's notification to non-members of the fee for that given school year.

H. The Association agrees to indemnify and save the Board, and including each individual school Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay, legal fees and all court or administrative agency costs that may arise out of or by reasons of action taken or not taken by the Board or its agents for the purpose of complying with the discharge procedures of this Article, subject however, to the following conditions:

The damages have not resulted from the gross negligence, misfeasance, or malfeasance of the Board or its agents.

I. Any teacher who is a member of the Association, or who have applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked. Pursuant to such authorization, the Employer shall deduct one-twentieth (1/20) of such dues, assessments and contributions from the regular salary checks of the teacher semi-monthly for 10 (10) months, beginning in September and ending in June of each year, not to exceed 20 deductions. Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-twentieth (1/20) of the yearly dues for each one-half month he/she did not work, except where the failure to perform services during the month was the result of the employee taking paid leave provided for in this Agreement.

J. All refunds claimed for dues of the Association, MEA and NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of proper deduction and agrees to hold the Board harmless from any and all claims of excessive dues deductions.

K. Any dispute between the Association and the 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 a representative of the Association. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

ARTICLE VII
Professional Compensation

A. The basic salaries of teachers covered by this agreement are set forth in Appendix A which is attached to and incorporated in this agreement.

B. A teacher shall be placed on the salary schedule step which gives credit for educational preparation and the number of full years of experiences as allowed by this paragraph for placement on the salary schedule, all experience credited shall be added together, except as noted below.

1. Experience credit shall be awarded for K-12 teaching experience in either public or non-public schools governed by the provisions of a state teacher certification code. To be credited on the salary schedule for experience, the teacher shall have been a certified teacher during the time of his/her teaching employment. Experience credit shall not be awarded for practice (student) teaching, day-to-day substitute teaching, private nursery school (day care) teaching, intern teaching (other than in Brighton schools), or graduate assistant or fellowship teaching at colleges or universities whether or not the teacher was certified, or other similar experience. Teachers employed in Brighton Area Schools in 1972-73 who have been given such experience credit prior to the date of this master agreement will continue to receive credit for such experience in terms of the nature of the experience. New hire experienced teachers may be placed on the salary schedule step of the Board of Education's choosing; however, they shall not be placed on a step that exceeds their total experience. Once a teacher (hired prior to June 30, 1989, with more than five years outside experience) gains tenure status in the Brighton Schools, he/she shall receive double increments each year until he/she has been credited with his/her teaching experience, or until he/she reaches the maximum salary allowable for him/her, whichever comes first.

A teacher hired as a less than full-time employee shall be notified that they have no rights to a full-time position. Teachers recalled from layoff who have gained additional teaching experience in accordance with the provision contained herein (B.1) shall receive salary increment steps provided they agree in writing to have their yearly salary reduced by the gross dollar amount they received in unemployment compensation while laid off. District Administrators who are placed in the classroom shall be placed on the salary schedule in accordance with the provision of the Teacher Tenure Act.

2. A teacher shall advance to the next step of the salary schedule on the anniversary of his/her employment date with the district, except a teacher whose anniversary falls during the months of September or October shall be advanced earlier to the next step on the first day of each school year. New teachers hired after September 1, 1977 shall advance to the next step on the salary schedule according to the following:

- a. Teachers hired before November 1 shall advance to the next step, and subsequent steps, on the first day of the next school year.
- b. Teachers hired after October 31 and before April 1 shall advance to the next step at the beginning of the second semester of the following school year, and subsequent years.
- c. Teachers hired after March 31 shall remain on the same pay step for the next school year only and shall advance to the next pay step and subsequent steps on the first day of the following year.

3. A teacher new to the Brighton Area Schools during the term of this agreement who has accumulated a half year or more but less than a full year's experience in another school shall be placed on the salary schedule which represents a step prior to the one he/she will reach at the time he/she completes a full year of experience or an additional full year.

4. Shared and/or abbreviated teaching schedules may at times be beneficial both to the Board and the individual teacher. Interest in a shared or abbreviated schedule position shall be submitted in writing annually on forms provided by the Board, with a copy to the Association, no later than February 15, for the following academic year. Should a shared or abbreviated teaching position become available, the teacher's pay, benefits and seniority shall be pro-rated in relation to the teacher's work day. Teachers placed on abbreviated schedules shall receive one full year experience step.

5. A teacher advancing from one salary track to another will be placed on the advanced salary track, beginning the first day of the semester next succeeding that in which proof of advancement has been verified and accepted by the Superintendent of Schools. The teacher must notify the Superintendent of his/her intent to complete the necessary requirements for advancement in writing by July 1 to qualify for the year, and during October to qualify for one-half (1/2) of the salary adjustment. For the purposes of this provision 93 contract days equals one semester.

6. Criteria for MA +30

- a. No duplication of classes previously taken.
- b. Course must be:
 1. related to current or future teaching assignments
 2. minor or major program
 3. transcript from an accredited university
- c. Does not have to be a graduate level course. (It is the intent to have teachers show some relevance to current teaching assignments or potential future teacher assignment.)
- d. It is recommended that MA +30 program classes be discussed with the Assistant Superintendent or Personnel Director.
- e. Credits for MA +30 can be accrued prior to or after MA.

C. The salary schedule is based upon the regular school year calendar as set forth in Appendix D and the normal teaching assignment as defined in the Agreement. Any teacher who accepts an additional high school class for the school year over and above the normal teaching load shall be compensated one-fifth (1/5) his/her annual base teaching salary or fraction thereof. There shall be a pro-rating of additional salary for additional class assignments when such additional assignments are fulfilled on a regular basis for less than a full year.

D. Teachers appointed to extra duty assignments set forth in Appendix B which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation.

E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of twenty (20) cents per mile. The same allowance shall be given for use of personal cars for approved

field trips or other approved business of the district. Appropriate requests for payment of mileage and other expenses turned in to the Board offices before the third Monday of the month will be subject to Board approval by the fourth Thursday of the month.

F. The Board agrees to prepare a job description for all jobs covered by Appendix B. Before such descriptions become part of Board policy, they shall be submitted to the Association for review and opportunity for recommendation.

G. Any teacher resigning before the completion of the school year has the professional and legal obligation to reimburse the Board for all over-paid monies.

H. The Board agrees to adhere to the salaries set forth in Appendices A, B and C and any deviation from there shall be immediately adjusted upon being brought to the attention of the Board.

I. In recognition of services to the school district, a terminal payment of 2/3 of one percent of the teacher's current annual contracted salary shall be paid to the teacher for each year of service in the district, provided the teacher shall have been employed in the school district for at least ten (10) years, and shall be at least fifty-five (55) years of age no later than June 30 of the then current fiscal year.

J. Upon submission, the Board shall reimburse the cost of renewing membership in one organization in the individual teacher's specialty area with a maximum of \$30.00 per teacher.

K. Teachers who voluntarily accept to teach Saturday school shall be compensated at the rate of \$12.00 per hour.

ARTICLE VIII Fringe Benefits

The Board agrees to furnish to all teachers the following fringe benefits.

A. Beginning September 1, 1989, and through September of each succeeding year, the Board shall provide, upon application, without cost to each full-time teacher, MESSA's PAK protection for a full twelve-month period for the teacher's entire family through the MESSA program. When appropriate, Medicare premiums shall be paid on behalf of eligible spouses or their dependents. Each eligible full-time teacher shall select either Plan A or Plan B.

B. Employees not wishing health insurance through the school may apply a premium toward any MESSA options, MESSA legal option and/or an approved tax deferred annuity program. The premium to be applied by the Board shall be the individual employee's single subscriber premium for MESSA Super Care II. If a husband and wife are employed by the Brighton Area Schools, they will be eligible for both full family health (A) and the option (B).

C. **PLAN A** - for employees needing health insurance:

SUPER CARE I* (See "I")

Long Term Disability - 66-2/3%; \$3,000 maximum; 120 calendar days - modified fill; Freeze on Offsets;

Alcoholism/drug addiction and Mental/ nervous same as any other illness

Delta Dental - 80/80/50; \$1,000

Negotiated Life - \$25,000 AD&D

Vision - VSP-3

D. **PLAN B** - for employees not needing health insurance:

Delta Dental - 80/80/50; \$1,000

Vision - VSP-3

Negotiated Life - \$25,000 AD&D

Long Term Disability - 66-2/3%; same as above

E. A single payroll deduction shall be available for all additional MESSA programs and the MESSA Legal Service plan.

F. The Board shall provide Term Life Insurance protection with AD&D to each full-time teacher in the amount of \$25,000 that shall be paid to the teacher's designated beneficiary.

G. The Board shall make payment of insurance premiums for all full-time and part-time persons who complete their contractual obligations to assure insurance coverage for the full twelve (12) month period commencing October 1, and ending September 30. The open enrollment shall be jointly established by the Board, the Association and the insurance company; including opportunities for Summer pre-enrollment and Fall open enrollment. In instances where the cost of coverage exceeds amount of part-time subsidy, the School Board shall make provision for the excess to be payroll deductible.

H. This program will remain in force until a new contract is ratified.

I.* The Board shall make payment of insurance premiums to assure insurance coverage for each employee from MESSA for the Super Care I medical insurance program. The Board shall pay each covered teacher for the deductible amount of his/her Super Care I health insurance plan, and also \$25.00 toward the prescription co-pay. Said deductible shall be paid during the month of September (1989), October 1990 and 1991, or within 30 days of hire for new or returning employees.

Part-Time Benefits

Teachers having a less than full-time teaching schedule shall be eligible for the following coverages, based upon a pro-rata to the full-time schedule.

OPTIONS: (One to be selected by the employee)

1. Health: Super Care I and Board-paid deductibles and prescription co-pay. Cost basis will be the PAK-A rate.
2. Dental & Vision 3 - Option cost of PAK-B plus rate of MESSA Super Care II single rate. First the amount of the cost

2. Dental & Vision 3 - Option cost of PAK-B plus rate of MESSA Super Care II single rate. First the amount of the cost for dental and vision will be applied and deducted; balance to be applied (if any) will be as noted in number 4b. 1
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3. Neither #1 (above) nor #2 selected, the employee must sign a dental, vision waiver (because spouse has coverage). Super Care II single rate will be available. 3
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4. a. Should there be a contribution required by the employee after making a selection, it shall be payroll deducted. 5
b. Should there be a balance remaining in #1, #2 or #3, the employee may select a MESSA option (i.e. Life, LTD, etc.) or apply the remainder to an annuity program available to all staff. There will be no cash paid to an employee. 6
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Payroll Deductions

The Board agrees to provide a payroll deduction plan for its employees to participate in two credit unions. The Association recognizes that the board shall have no financial responsibility in connection with this matter other than to follow the wishes of employees as indicated by duly signed deduction cards and the periodic transmission of such funds deducted to the credit union. The amount to be deducted from an individual's pay can be established only twice each year - September and January - and will remain in effect for the remainder of that portion of the year. Credit union carriers shall be limited to two. The Board agrees to provide a contribution plan for its teachers to participate in a tax-sheltered annuity program, with the number of carriers to be limited to six, as agreed upon between the Board and the Association. 8
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ARTICLE IX

Evaluation

A. TEACHER EVALUATIONS 15

1. Evaluation of teachers shall be an ongoing and continuous process consisting of Phase I, Phase II, and Phase III. It is recognized by the Board and the Association that, in addition to the classroom performance of the teacher, which includes knowledge of subject matter, appropriate and effective classroom control and discipline, and the ability to establish rapport and a positive working relationship with students, other factors contribute to the effectiveness of the teacher's total achievement in his/her assignment. Test results may be discussed verbally with the teacher(s). No written reference to test results will be used in teacher evaluation. Any recognized deficiency in teacher performance will be brought to the attention of the teacher in a reasonable period of time and shall be substantiated. 16
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All monitoring and observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. 24
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Classroom visitation by evaluators for the purpose of evaluating shall not unduly interfere with the normal teaching-learning process. 26
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2. Evaluation of all teachers shall consist both of (a) evaluation to assist teachers in the successful performance of their duties and responsibilities and (b) evaluation for the purpose of determining employment status. 28
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3. Evaluations for assistance to teachers shall consist of oral communication and written communication in the form of letters and memorandums. 30
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4. The principal or teacher may request one pre-evaluation conference for one of his/her classroom evaluations so that the evaluator can be apprised of the teacher's objectives, methods and materials planned for the teaching-learning situation to be evaluated. 32
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5. Evaluation to determine employment status shall be written and shall occur a minimum of three times a year for probationary teachers, with two evaluations to occur during the first 90 school days of each year of the teacher's employment no less than thirty (30) days apart and once during the second 90 days, no later than ninety (90) calendar days prior to the end of each probationary year. At the discretion of the principal and the Superintendent of Schools, more frequent employment status evaluations may be transmitted if, in their judgment, such additional evaluations are needed. Written employment evaluations for tenure teachers shall be executed at least once a year. 35
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6. The final evaluation will be done by March 15th of each probationary year. The final written evaluation report including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administration to the teacher no later than April 1. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a teacher is not being recommended for re-employment, the Superintendent will, in writing, advise the teacher of the reasons and provide for a hearing where requested. If permission is granted by the teacher, a copy of said reasons shall be forwarded to the Association. Refusal to renew a contract shall be grounds for a grievance. 41
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7. The primary responsibility for teacher evaluation rests with the building principal. Before evaluation begins in any school year, building administrators will meet with the teachers in their building to discuss the criteria for evaluation. At least one of the three evaluations of a probationary teacher must be made by the principal. Other evaluations may be made by the assistant principal, or other administrators from within the school district assigned by the Superintendent. When a teacher is experiencing difficulty, another teacher may be asked to become part of the evaluating team. Both the teacher evaluator and the teacher evaluated must agree to this assignment. The teacher evaluator's written evaluation is to be accepted on advisement only and the final recommendation for tenure and/or re-employment will be made by the administrator. 50
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8. In Phase I each visitation for the purpose of evaluating classroom performance shall be made in person by the evaluator. Each classroom observation of a teacher shall not be for less than one-half hour or the duration of a particular teaching unit (within a class period) so that the teacher may be observed in a variety of situations. 58
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- In Phase II the teacher and the evaluator will mutually agree to a goal that is designed to center on the teacher's individual professional growth. 1
- In Phase III the teacher and the evaluator will mutually agree to a goal that emphasizes the achievement of subject area, grade level, building, or district-wide goals. 2
- Appendix G-2 is to be used in Phase II and Phase III. 3
9. No material originating after original employment will be placed in the 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 the file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the materials will be corrected or expunged from the file. If the teacher is asked to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. 4
10. Except for letter of recommendation and college or university placement documents, a teacher will have the right to review the contents of all records of the district pertaining to said teacher, originating after original employment and to have a representative of the Association accompany him/her in such review. 5
11. Any complaint made against a teacher by any parent, student, or other person shall, in a reasonable period of time, be called to the attention of the teacher. Any complaint made against a student teacher, aide, or intern teacher by any parent, student, or other person shall, in a reasonable period of time, be called to the attention of the supervising teacher. 6
12. Each evaluation of a teacher shall be followed by a personal conference between the teacher and the evaluator for the purpose of clarifying the written evaluation report. The supervisor shall inform the teacher, prior to post-evaluation report. The supervisor shall inform the teacher, prior to post-evaluation conference, if the evaluation includes an unsatisfactory area at which time the teacher may request an Association representative(s) to accompany him/her to the post-evaluation conference per the guidelines stated in Article IV, Section I. 7
13. Any evaluation which will become part of the written record determining a teacher's employment status shall be reduced to writing. A copy of a classroom visitation evaluation shall be given to the teacher within ten (10) school days of the evaluation. 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 questions and/or submit any complaints through the grievance procedure. On each evaluation, the evaluator shall make no further written comments after the teacher's response is submitted. 8
14. In Phase I, II, or III, if an evaluator places a teacher on a plan of improvement, the reasons, therefore, shall be set forth in specific terms, as shall an identification of the suggested ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. 9
15. Failure of the Board to follow any provision of this agreement with respect to the evaluation of teachers shall result in restoring any teacher, against whom action has been taken, to full teaching status with appropriate compensation, provided such failure is found to have had probable effect upon the judgement of the Board. Should a teacher be so restored to full teaching status, the record surrounding the event in question shall be destroyed. 10
- B. Reviews of Evaluation Procedure - At the request of either party, a team of administrators will meet with the Association Evaluation Committee to discuss and assess the evaluation procedures and the evaluation form (Appendix G.) 11
- C. All files containing materials pertaining to a teacher shall be open to that teacher for inspection with the building administrator. 12
- D. Teachers shall anonymously survey student opinion on the forms contained in Appendix I or another form, provided it is approved by the principal. The teacher will submit to the principal for approval a time line for completion of the survey. The survey results shall be confidential to the teacher and the Board shall not have access to the results. 13

ARTICLE X Leaves of Absence

The Board and the Association recognize the value of regular attendance by the professional staff. Both parties agree that the best education takes place when continuity is maintained in the classroom by the regularly assigned teacher. When a teacher's absence is unavoidable, this contract provides as a benefit leave days with full pay, subject to the terms and conditions set forth below. 14

- A. 1. At the beginning of each school year each teacher shall be credited eleven (11) leave days for a teacher to be absent from duty with full pay for personal business, personal illness or illness in the immediate family. Immediate family shall be interpreted as spouse, children or other persons living in the teacher's household. Extenuating circumstances pertaining to other relatives may be approved, with or without pay, by the Superintendent. The teacher may use all or any portion of his/her leave to recover from any disability, which shall include all disabilities caused or contributed to by pregnancy, miscarriage, abortion or childbirth. Employees who adopt children may apply for personal business days or infant care leaves of absence in accordance with the provisions thereof or other provisions contained in this Article. Teachers who are adopting a child may be granted additional leave days in accordance with the requirements of the adoption agency. 15

Personal business days are only to be used for situations that are emergency in nature, or are such that they cannot be handled outside the regular school day. Leave days, including personal business days shall not be used for the purpose of extending a vacation or holiday or for social or recreational purposes. Personal business days will not be granted during the first five days of the school year nor during the last five days of each semester. No more than two consecutive 16

days shall be awarded for personal business. The reasons for the personal business requests shall be identified to the building administrator. Though the principals may request the reason for personal business days, it is understood that the intent is not to pry into personal affairs. Therefore, a brief description will be acceptable. Examples are: legal, religious, purchase of property, medical, illness not covered in paragraph A-1. At least three days of advance written notice should be provided to the building principal for personal business days (except in cases of emergency). Exceptions may be made by the Superintendent.

Sick Day Incentive Program - Teachers who use no sick days or up to one (1) sick day will be eligible in a share of the savings should there be a reduction in the number of sick days used by the total staff per year.

Each teacher shall be entitled to accumulate unused leave days up to 120, although no more than 120 consecutive days may be used for one illness. Any teacher hiring in after the first two (2) weeks of school shall have the number of his/her annual days pro-rated to the percentage of contract days worked.

2. Notification of illness shall be given as soon as practical but not less than one (1) hour prior to the normal report-in-time in order to be eligible for payment. The building principal may, at his/her discretion waive this requirement in a special and individual instance.

Teachers shall be informed of a telephone number they may call to report unavailability. It shall be the responsibility of the administration to arrange for a substitute.

3. Any teacher who abuses leave day privileges shall be subject to progressive, corrective discipline by the Board. In the event that it appears an individual is misusing such privileges he/she shall be warned that he/she can expect to be asked to validate the use of subsequent leave days for a reasonable length of time.

4. Absence due to injury or illness incurred in the course of the teacher's employment shall be prorated against the teacher's employment sick-leave days, provided that the Board shall pay such teacher the difference between his/her salary and benefits received under the Michigan Workers' Compensation Act for the duration of such absences, but not to exceed the number of accumulated sick days. The teacher shall only be charged with such fractional share of his/her sick leave as is being paid by the Board.

5. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, shall request, in writing, an unpaid leave of absence for the estimated duration of such illness or disability. The Board shall grant the teacher a leave of absence without pay for the duration of illness or disability. The Board reserves the right to request a doctor's verification and/or an examination by a physician of the Board's choice for any disability or illness. The Board will pay for any examination requested by it.

The Board agrees to continue to provide health insurance through September 30th of the following school year for a teacher on this type of leave and shall, with the insurance company's approval, transmit further premium payment from the teacher to the insurance carrier. Except with the approval of the Board, a teacher shall not be eligible for health insurance coverage during a health leave of absence for more than the first of two consecutive school years.

6. The following provisions are in accordance with provisions found in MCLA 388.1701 (3) and (4) of the State School Aid Act and shall be in effect until such time as the Statutes are amended or annulled. In the event the Statutes are amended or annulled during the life of the contract, Article XI.A.8 of the 1983-86 Master Agreement shall be in force.

a. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as, but not limited to, inclement weather, fires, mechanical breakdowns, epidemics or other health conditions shall not count as student days of instruction nor teacher work days. The student instruction days shall be 180 and the teacher work days shall be 185.5.

b. When scheduled student and/or teacher days are cancelled, teachers shall be compensated and shall not be required to report for work, however, teachers shall work on re-scheduled make-up days with no additional compensation. Total annual salary is based upon 185.5 days of work.

c. In the event that school is cancelled before student starting time, teachers absent will not be charged leave time. In the event school is cancelled before mid-day, an absent teacher will be docked one-half (1/2) sick day.

d. In the event that make-up days exceed the number provided in the calendar, the Association Unit Director and Superintendent will negotiate the additional date(s). The date(s) shall be binding upon unit members without a formal ratification vote. In the event the Unit Director and Superintendent cannot reach agreement on the make-up dates the Board of Education shall establish such dates.

e. In the event a teacher receives unemployment compensation benefits (which as used herein also includes 'under employment benefits') during the school year (associated with his/her regular teaching assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons. This provision shall be subject to the following conditions: (a) The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had there not been any instructional days cancelled for such reasons; and (b) The total of unemployment compensation plus salary earned through employment in the district shall not be less than the teacher's salary from the same or similar period during the preceding school year.

f. The provisions of this section, including the decision to cancel a day of instruction or work shall not be subject to the provisions of Article XII.

7. At the beginning of the school year, twenty (20) days will be credited to the Association to be used by the Association members for conducting Association business. Written requests from the Association Board of Directors for use of these days must be made to the Superintendent and written approval will be granted for such accepted absence. The Association shall reimburse the Board for the cost of the substitute for the second ten (10) days.

8. A leave of absence without pay shall be granted in writing to a teacher for the purpose of infant care. Such a leave shall commence at any time prior to the birth of the infant upon written request of the teacher and shall expire upon written request of the teacher, providing that no infant care leave shall be more than 119 teacher work days. A teacher may return only on the first day of a marking period. Requests for extension of infant care leaves beyond the foregoing limits must be approved by the Board of Education.	1 2 3 4 5
A leave of absence without pay shall be granted for one semester or one year, renewable only one time, to any teacher who gives detailed information indicating his/her child's need for special care.	6 7
All teachers returning from child or infant care leaves of less than one year and who are returning to work on the first day of the following school year will be guaranteed a position upon return.	8 9
9. Teachers adopting an infant shall be granted, upon written request, a leave of absence. Such a leave shall commence prior to or with the arrival of the child upon written request of the teacher and shall expire upon written request of the teacher, providing that no infant care leave shall be more than four (4) full semesters. It is expressly understood that a teacher requesting such a leave relinquishes claim to the use of leave days for purpose of adoption as outlined in Paragraph A. Section 1 of this article. If such leave days have been used prior to application for leave for infant care, granting of such a leave will be subject to Board approval.	10 11 12 13 14 15
B. It is the responsibility of the teacher returning from leave to inform the Board of Education in writing no later than March 1 of the coming school year of his/her intent to return.	16 17
C. Family Emergency - maximum of five (5) days with full pay may be granted per school year for a death in the immediate family. Immediate family shall be interpreted as spouse, children, parents, parents-in-law, sister, brother, brother-in-law, sister-in-law, grandparents, or other persons living in the home of the teacher. These emergency days shall not be deducted from leave.	18 19 20 21
D. In the case of a teacher's death, any unused sick leave shall be paid in a lump sum as designated by the teacher. Such payment shall be computed by multiplying the number of unused sick days times the teacher's daily rate of pay at the time of death.	22 23 24
E. Jury Duty - The Board of Education shall pay the difference between jury pay and regular salary. On days when a teacher is required to report for jury duty and is then excused, he/she must return to school immediately to be eligible for the above stated compensation.	25 26 27
F. Each teacher shall be entitled to be released from regular duties without loss of salary when required to appear in court as a witness in any case connected with the teacher's employment or in cases where the school is involved. Notwithstanding the above, paid release time shall not be granted for court appearances which are not connected with the teacher's employment or in which the school is not involved, or where the teacher is one of the defendants except in school connected cases in which the teacher is acquitted.	28 29 30 31 32
G. Exchange teachers - A leave of absence of up to one year may be granted, upon Board approval, to any tenure teacher upon application, and acceptance thereof, for the purpose of participating in exchange programs in other states, territories, or countries, provided said teacher states intention to return to the school system for at least one year. Upon returning from such exchange program the teacher will be placed at the position on the salary schedule that would have pertained had the teacher taught in the district during such period.	33 34 35 36 37
H. Educational leave - A teacher shall be granted an educational leave, without pay, for a period not to exceed one year. The teacher must earn a minimum of 20 semester hours credit, or the equivalent, at an accredited college or university during the regular academic term and show satisfactory proof of credits earned on a prior approved program. Teachers on educational leave must notify the school district of their intention to return to work prior to March 1 of the school year immediately following the leave, or a period of at least two months of intention to return in the event the educational leave is less than a full year. Teachers on educational leave will be granted increments upon completion of the approved program.	38 39 40 41 42 43
I. General leaves - Any teacher who has taught in the Brighton Area Schools for at least four consecutive years may be granted, upon request, a one-semester or one-year leave of absence. The leave will be without compensation and shall terminate at the close of the semester or school year.	44 45 46
J. Military leave - Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist in lieu of induction for duty in any branch of the armed forces of the United States.	47 48
Teachers on military leave shall, upon return to this system, be given full credit for any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.	49 50
K. Tenure Status - Although other compensations are allowed through leaves of absence, tenure status shall not be granted.	51 52
L. Sabbatical leave - May be granted in accordance with Section 572 of the School Code of 1955, as amended, the same being MSAS 15.3572, as hereinafter paraphrased. It is expressly understood that the Board shall not be liable for death or injury sustained by any teacher while on Sabbatical hereinafter set forth.	53 54 55
1. Eligibility:	56
a. On the recommendation of the Superintendent, the Board may at its option, permit members of the professional staff to take a sabbatical leave for the purpose of self-improvement and benefit to the school system through study and/or research.	57 58 59
b. Provided there are enough people who qualify for sabbatical leave and apply for such leave, the Board may grant two (2) such leaves per year.	60 61
2. Requirements to be considered for sabbatical leave:	62
a. The applicant must be fully certified and hold a permanent, continuing or life certificate.	63

- b. The applicant must have a minimum of seven (7) consecutive years of full time professional duties in the Brighton Area Schools immediately prior to the request for such leave. 1
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- 3. Application and procedures: 3
 - a. A plan, in writing, must be submitted to the Superintendent by April 1 of the school year preceding the school year for which the sabbatical is requested. 4
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 - b. The plan shall then be reviewed by the evaluation committee and they shall make recommendations to the Superintendent. This evaluation committee shall consist of three (3) elected tenure teachers (1 elementary, 1 middle school, 1 high school) and three administrative representatives. 6
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 - c. The Superintendent reviews the plan for possible recommendation to the Board. 9
 - d. Board action. 10
 - e. Notification of applicant, within sixty (60) days of submitting the plan, of approval or rejection. 11
 - f. If approved, the applicant must then sign a written agreement stipulating that he/she will return to the service of the school district after the expiration of the leave for three years. For less service after return to the district, repayment will be pro-rated. 12
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- 4. Benefits: 15
 - a. Increments shall be counted during the leave. 16
 - b. Regular sick leave benefits shall apply. 17
 - c. Leave time will count toward retirement in accordance with the Michigan School Code. 18
 - d. Upon approval of a sabbatical leave, the Superintendent will establish the contracted salary the teacher would have received had he/she been fully employed by the Brighton Area Schools (with all increments and steps). When the new teacher or substitute has been hired to fill the position during the duration of the sabbatical, the difference in salaries that the Board will be obligated to pay during the duration of the sabbatical leave will be computed. If the amount the Board is paying for the replacement staff person is less than what the teacher on sabbatical leave would have received, the teacher on sabbatical will be paid the difference, but not exceed (1/2) of the teacher's salary had he/she not been on sabbatical. The Board will make all reasonable attempts to replace the teacher on leave with a substitute teacher whose salary would be at such a level as to maximize the stipend for the sabbatical. 19
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- 5. During Leave: 28
 - a. Any changes in the approved leave plan must be reviewed and approved by the Superintendent. 29
 - b. An interim report shall be filed at the midpoint of the period the leave is taken. 30
 - c. A final report shall be filed with the Superintendent. 31
 - d. Upon breach of agreement, entire sum paid to employee on sabbatical leave becomes immediately due. All future payments shall cease. 32
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 - e. The Superintendent may require additional reports necessary to be sure the employee is fulfilling agreement. 34
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- 6. Return from leave: 36
 - a. Employees completing the planned program of the leave and not returning to the school district shall repay the entire amount received during sabbatical leave. The Board may waive this rule if the person becomes incapacitated. 37
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 - b. Upon return from sabbatical leave, the employee shall be restored to a position in which he/she holds certification and which is of like seniority, status, and pay prior to leave, provided all regulations of sabbatical leave have been fulfilled. 40
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ARTICLE XI
Grievance Procedure

- A. A grievance shall be an alleged violation of the expressed terms of this contract. 43
- B. The Association shall notify the administration of the name of its building representatives on or before the 15th day of September of each year of the contract. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent of Schools or his/her designated representative to act at Level Two as hereafter described. 44
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- C. The term "days" as used herein shall mean days in which school is in session for students, unless otherwise indicated. 48
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- D. Written grievances as required herein shall contain the following: 50
 - 1. It shall be signed by the grievant or grievants; 51
 - 2. It shall be specific; 52
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation; 53
 - 4. It shall cite the section or subsections of this contract alleged to have been violated; 54
 - 5. It shall contain the date of the alleged violation; 55
 - 6. It shall specify the relief requested. 56
- Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth. 57
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- Written grievances as required herein shall be on the form set forth in annexed Appendix E, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. 59
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- E. In applying the procedure hereinafter set forth, if the grievance arises from an action of authority higher than that represented by Level One, the grievant may initiate such grievance at Level Two of the procedure. 61
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- F. A teacher, or the Association, believing themselves wronged by an alleged violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence, or at the discovery thereof, orally discuss the matter with the building principal in an attempt to resolve same. 63
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If no resolution is obtained within three days of the discussion, the teacher shall reduce the matter to writing and proceed within five days of said discussion to Level One of the Grievance Procedure.	1 2
G. Level One - A copy of the written grievance shall be filed with the building principal with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the written grievance, the Principal, in writing to the Association, shall respond as to his/her disposition of the grievance.	3 4 5
Should the disposition of the grievance by the principal not be satisfactory to the grievant and to the Association, it may, within five (5) days after the principal's written response, or termination of the principal's time limit for a response, be appealed to Level Two.	6 7 8
Level Two - A copy of the written grievance shall be filed with the Superintendent of Schools or his/her designated agent. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, to the Association grievance chairperson, and to the principal of the building in which the grievance arose, and place a copy of same in a permanent file in his/her office.	9 10 11 12 13 14
If no decision is rendered within ten (10) days of the discussion, or if the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to a designated sub-committee of the Board of Education by filing a written grievance along with the decision of the Superintendent with the President of the Board not less than five (5) days prior to the next regularly scheduled Board meeting.	15 16 17 18
Level Three - Upon proper application as specified in Level Two, the Board sub-committee shall allow the teacher or his/her Association representative an opportunity to be heard at the meeting for which the grievance hearing was scheduled. Within one month from the hearing of the grievance, the Board sub-committee shall render its decision in writing. The Board sub-committee may hold future hearings provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board sub-committee more than one month after the initial hearing.	19 20 21 22 23 24
A copy of the written decision of the Board sub-committee shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant and the Association grievance chairperson. Upon mutual agreement of the Board sub-committee and the grievant the grievance shall be heard by the entire Board of Education.	25 26 27 28 29
Level Four - Individual teachers shall not have the right to process a grievance at Level Four.	30
1. If the Association is not satisfied with the disposition of the grievance by the Board at Level Three, it may, within ten (10) days notify the Board in writing of its intent to arbitrate the grievance. If the parties cannot agree within five (5) days of said notice upon the selection of an arbitrator, he/she shall be selected by the American Arbitrator Association in accordance with its rules.	31 32 33
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.	34 35 36 37
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or of the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.	38 39 40
4. Powers of the arbitrator are subject to the following limitations:	41
a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.	42 43
b. He/she shall have no power to establish salary scales or to change any salary scales.	44
c. He/she shall have no power to change any practice, policy or rule of the board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.	45 46 47
d. He/she shall have no power to decide any question, which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.	48 49 50 51
e. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.	52
f. Provided that the arbitrator finds that all procedures as set forth in the Evaluation article are followed, he/she shall not be empowered to substitute his/her judgement for the judgement of the Board in matters relating to the termination of services, failure to re-employ any teacher, or teacher evaluation. If he/she finds that omissions or violations of procedures have occurred, his/her award shall be in accordance with Article X, Section A, Sub-section 17 of this Agreement.	53 54 55 56 57
g. He/she shall not have the power to interpret state or federal law.	58
5. After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.	59 60
6. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall make his ruling thereon prior to hearing testimony concerning the merits of the grievance.	61 62
7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.	63 64
8. The cost of the arbitrator shall be borne by the losing party and each party shall assume its own cost for representation, including any expense of witnesses. In the event there is not a clear cut losing party in an arbitrator's decision, the arbitrator will determine the percentage paid by each party.	65 66 67

- H. 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 15th of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as is possible. 1
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- I. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. 5
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- J. The Board agrees to furnish each building representative of the Association at the beginning of each school year, a supply of grievance forms shown in Appendix E. 9
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- K. The Board may, at its option, follow the above procedure in attempting to resolve problem situations with a teacher and/or the Association. At Level One, filing will occur with the Association representative; at Level Two with Association grievance chairperson; at Level Three with the Association Board of Directors. 11
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- L. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations. 14
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- M. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. 16
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- N. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his/her contract, he/she shall be reinstated with full reimbursement of all compensation lost. 18
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- O. An Arbitration award or grievance settlement will not be made retroactive beyond July 1 of the fiscal year in which the grievance arose. 20
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- P. Should a teacher fail to institute a grievance within the time limit specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) all further proceedings on a previously instituted grievance shall be barred. 22
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ARTICLE XII Employment Conditions

The primary duty and responsibility of the teacher is to facilitate the learning process. The goal of both the Association and the Board is to provide high quality education to the students of this community. 26
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A. Teaching Assignments 28

1. The employment of new teachers by individual contracts based on special certificates will take place only in cases where fully qualified teachers are unavailable. Upon request, the Association will be informed as to special certified personnel. 29
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2. Teachers will not be assigned to areas outside the scope of their teaching certificates or their major or minor fields of study without good cause. All such assignments will be discussed with the involved teachers and voluntary to the extent possible. The Superintendent reserves the right to assign all personnel and to supervise their work. 32
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3. Teachers shall be notified of their position and tentative teaching assignment for the forthcoming year by the last day of school of the preceding year. Teachers will be encouraged to give input into the development of the schedule. Emergency changes in assignments after that date will be made with the knowledge and input of the involved teacher(s) prior to the time they are made. 35
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4. The job description for any position within the bargaining unit will not be altered during the performance of the job except by mutual consent of the involved personnel. 39
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5. Teachers assigned to extra duties (Appendix B) shall continue in these assignments so long as they a) receive satisfactory evaluations for the current year in those assignments and b) desire to remain in the position. When an extra duty assignment becomes vacant, any teacher may apply in writing and be given due consideration for an extra duty assignment. Extra duty assignments will be posted for two calendar weeks. If regularly employed teachers do not meet the qualifications as posted, the Board may employ applicants other than regularly employed teachers. The salaries, if funded by the Board of Education, shall be as listed in Appendices B and C. Availability of funding (or lack of same) will be made known in the posting for the position. 41
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6. To the extent possible, it is desirable to adequately inform the teachers as to those academic courses offered by the school system in which regular K-12 pupils avail themselves. Upon their request, teachers will be considered for these positions. 48
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7. When extra duty assignment vacancies exist after posting periods of two weeks, with no qualified teacher applicant, such positions may be filled by the Board by assigning them to applicants other than regularly employed teachers. The salaries of these individuals will be stated in Appendices B and C. 51
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8. Requests for extra duty assignments must be reactivated each year. Teachers whose requests were not granted will receive at their request either a verbal and/or written explanation from the responsible authority. The method of explanation will be at the discretion of the teacher involved. 54
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9. Teachers will be assigned to extra duty positions by the criteria presented in Paragraph Five (5). The number of extra duty assignments given to any one person will be mutually reviewed by the involved teacher and the involved supervisory personnel with consideration given to the teaching assignment of the teacher. No applicant will receive more than two Schedule B positions. After the normal posting period, in the event there are no qualified and/or competent applicants in the judgement of the immediate supervisor(s), this restriction will be waived. 57
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10. A teacher's preparation or planning period will not be assigned for other purposes, nor used for other purposes by teachers, except for meetings specified in Section B, Item 2 of this article. If additional duties are assigned during the remaining portion of the day they shall in all cases be assigned on a rotating and equitable basis for all building staff members.	1 2 3 4
11. A principal will seek the input of the affected teacher prior to assigning students to a split class (more than one grade level). Every effort shall be made to establish and maintain the split class at a lower enrollment in comparison to the class size of the other grade levels involved in the split.	5 6 7
12. Teachers assigned to shared or abbreviated teaching positions agree to the following conditions:	8
a. They will attend staff meetings, curriculum coordination meetings, parent conferences, inservice days, and all other activities that fulltime teachers attend in their entirety.	9 10
b. They waive their right to full-time employment if their return to full-time status would force the layoff of another teacher.	11 12
c. Granting of such requests is solely at the Board's discretion, and such requests may be denied. Such assignments may need to be increased or eliminated. If such assignments are eliminated by the Board, the affected teachers are entitled to such employment status as their seniority, certification, and qualifications entitles them. A teacher is entitled to hear the reasons why such assignment is changed or denied.	13 14 15 16
d. It is the responsibility of the teacher desiring a shared position to secure a teaching partner from the district's present staff. The partners must mutually agree to the percentage of their time-sharing day/week.	17 18
e. They shall inform the principal of their emergency substitute teacher plan in case of absence. Options in priority order are as follows:	19 20
1. Partner teaches entire day on a trade basis with no additional dollar compensation and no leave time deducted.	21
2. If trade basis cannot be arranged, partner teacher substitutes at the current sub rate, and the absent teacher is assessed leave time.	22 23
3. A substitute teacher can be employed by the regular procedure.	24
4. Teacher(s) who is/are on prep could sub and be compensated at \$15.00 per hour.	25 26
B. Teaching Schedules	27
1. Each year the Administration and Association shall review and negotiate the school calendar before it is officially adopted by the Board. Such calendar, as adopted, shall be set forth in Appendix D. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. When the tentative calendar is agreed upon it may be adopted at the next Board meeting.	28 29 30 31
2. Teachers are required to attend meetings in accordance with the following guidelines:	32
a. High school staff meetings may be held every other Monday. Meetings of other types (such as department or curriculum meetings) may be held on the alternate Mondays.	33 34
b. Middle school <u>staff</u> meetings may be held two Mondays of each month. If two meetings are held in a month, one meeting will be no longer than thirty (30) minutes beyond contract time; the other meeting will be no longer than fifteen (15) minutes beyond contract time. Middle school teachers shall receive fifteen (15) minutes of compensatory time for the 15-minute meeting. The compensatory time may be taken by mutual agreement of the teacher and principal when students are not present and there are no parent commitments (i.e. conferences). One curriculum meeting may be held each month. The curriculum meeting will end no later than 3:30 p.m.	35 36 37 38 39 40
c. Elementary staff meetings may be held every other Tuesday. District-wide elementary meetings may be held on the alternate Tuesdays. District meetings will begin at 7:50 a.m., and teachers attending these meetings will be free to leave work on these days when the students leave.	41 42 43
d. Whenever possible, meeting agendas will be created and given to the teaching staff prior to the meeting. The Board agrees that the time of the staff is valuable and that good reason for staff meetings must be present.	44 45
3. The Board will make assignments in accordance with the following:	46
a. The teachers' seven and one-half (7-1/2) hour work day shall be constructed as follows:	47
I. All teachers shall be required to supervise students entering prior to the student day and leaving at the termination of the student day for nor more than twenty-five (25) minutes in total.	48 49
II. All teachers shall have a planning and conference period of no less than sixty (60) minutes per day. It is agreed that this amount of time is to be used professionally by the teaching staff for purposes directly related to their classroom teaching assignments.	50 51 52
III. All teachers and counselors shall be entitled to a duty-free lunch period of no less than thirty consecutive minutes during the student day.	53 54
IV. All teachers shall be assigned five hours and thirty minutes of student supervision and instructional contact time per day, plus the supervision time mentioned in (a.I.).	55 56
b. To the extent possible, teachers will be utilized within the program of one building. In those cases where teachers must be assigned to more than one building, it will be the responsibility of the administration to effectively utilize the teacher's time in compliance with other stated conditions of the contract. Teachers whose assigned duties are in more than one building shall receive actual travel time plus five (5) minutes.	57 58 59 60
c. No high school teacher will be assigned more than five (5) class offerings without prior agreement. No middle school teacher will be assigned more than six (6) class periods without prior agreement. In those cases where teachers have accepted more than the normal class offerings, payment will be prorated accordingly. Teachers accepting any added class period will be required to spend the equivalent of the extra time within the building. No secondary teacher will be assigned more than three (3) preparations in one semester without his/her consent.	61 62 63 64 65

- d. I. High school teachers shall report to work at 7:30 a.m. daily, and will be dismissed at 3:15 p.m. on Mondays, 3:00 on Tuesdays, Wednesdays and Thursdays, and 2:45 on Fridays. High school class periods shall average 55 minutes each.) 1
 II. Middle school teachers shall report to work: Mondays 7:30 - 3:30, staff/curriculum meeting days; Mondays 7:30-3:00, non-meeting days; Tuesday, Wednesday, Thursday 7:15-2:45; and Fridays 7:30-2:45. Middle school class periods shall average 48 minutes each. 4
 III. Elementary teachers shall report to work at 8:00 a.m. and be dismissed at 3:30 p.m. except as noted in B.2.c. of this Article. 10 minutes prep time shall be contiguous with their lunch period. Student day begins at 9:00 and ends at 3:20. In the event buses are late at elementary levels, teachers on bus duty will remain until buses arrive, and may report later (an equal amount of time) the next day. Student day may vary five minutes due to bus scheduling. 11
- e. When art, music and physical education are provided for the elementary program, those classes shall be taught by specialists. These classes will be provided to the greatest extent possible equally to all students. Elementary teachers shall use for preparation the time during which their classes are receiving instruction from teaching specialists. 12-15
- f. The media centers shall be open to all on regularly scheduled attendance days and a media specialist will be present to service the need of the schools. When necessary, substitutes will be provided when no media specialist is present. 16-18
- g. Compensatory time defined for this contract refers to a unit of time during a planning period being exchanged with a building administrator's knowledge for another equal unit of time outside the normal teacher day. This time shall always be taken during planning time, not student supervision time. 19-21
 Compensatory time shall not be used as a permanent method of rearranging the teacher's working day and may not be taken on days when regularly scheduled building meetings are being held. The make-up time shall coincide with the beginning or end of the working day. 22-24
- h. During the working day, Media Specialists shall be released from building duties to attend one media specialist meeting per month. 25-26
- i. Teachers attending fifth grade camp shall be compensated in accordance with the stipends listed in appendix B. If a teacher scheduled to attend camp arranges for another teacher from his/her building to take his/her place at camp, camp attendance by the regularly scheduled teacher shall be voluntary. Replacement arrangements must be completed thirty calendar days prior to the first day of camp. The fifth grade teacher shall teach the replacement teacher's class and assume all responsibilities of that position for the duration of camp. 27-31
 Overnight supervision while at camp shall be by a minimum of 50% of the teachers attending the camp. Principals will be responsible for camp fund-raising activities, with the assistance of the teachers. 32-33
4. The use of regular teachers as substitute teachers shall be avoided whenever possible. In the event regular teachers covered by this Agreement are used as substitute teachers on an emergency and voluntary basis, said teachers shall be compensated at the rate of \$15.00 for each hour of teaching provided when requested, to be paid at the next pay cycle. 34-37
5. If, at the request or requirement of Board representatives, a teacher shall be engaged in Association matters or in professional grievance procedures during his/her regularly scheduled working hours, he/she shall be released from his/her regular duties without loss of salary or other benefits. 38-40
6. Teachers required by administrative directive to do any repair work, replacement work, or maintenance on school property after the normal working day, shall be compensated at the hourly rate of \$15.00 an hour. 41-42

C. Teaching Loads 43

1. Except as noted below, before the 4th Friday, the class size shall not exceed: 44
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|---------------|--------------|------------------------------|----|
| Developmental | Kindergarten | -20 students + 10% deviation | 45 |
| | Kindergarten | -25 students | 46 |
| | 1-3 | -26 students | 47 |
| | 4-5 | -28 students + 10% deviation | 48 |
| | 6-12 | -30 students + 10% deviation | 49 |
2. After the 4th Friday, class size shall not exceed: 50
- | | | | |
|---------------|--------------|--------------|----|
| Developmental | Kindergarten | -25 students | 51 |
| | Kindergarten | -25 students | 52 |
| | 1-3 | -28 students | 53 |
| | 4-5 | -31 students | 54 |
| | 6-12 | -33 students | 55 |

In developmental kindergarten an aide will be employed when the class size reaches 23 students. 6th, 7th & 8th grade teachers shall be assigned to no more than 165 students per day. 56-57

Elementary special education students shall be counted on the regular classroom teacher's list no matter what portion of the academic day they are mainstreamed. Students who were mainstreamed the previous year shall be counted from the opening day of school. Post 4th Friday slots should be held open for students not previously mainstreamed or new to the special education program. Secondary special education students shall continue to be counted on the regular classroom teacher's list no matter what portion of the academic day they are mainstreamed. 58-62

Traditionally large classes such as physical education, chorus and classes with facilities designed to accommodate specific numbers of learning stations which are different from the above class loads shall have reasonable class limits. During the first month of each school year the Assistant Superintendent for Personnel and the Association Unit Director will review the limits for these classes as outlined in Appendix K. 63-66

3. Low level high school classes will not exceed 25 students. These students will be placed by the designated teacher (testing coordinator), as selected by the Assistant Superintendent for Curriculum, based upon teacher recommendation and/or appropriate evaluation instruments. No teacher shall be assigned to a low level class assignment two years in a row unless the assignment has been rotated among the certified and qualified staff who teach the subject, or unless requested by a teacher. 1
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4. The Association will not require the Board to transport elementary children away from their neighborhood school area to achieve class sizes in all elementary schools for the reason that such transportation may result in a violation of the State of Michigan's 900-hour minimum pupil attendance requirement. 6
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5. It is acknowledged that the primary duty and responsibility of the teacher is to teach and to supervise the educational and social welfare of the pupils and that the organization of school teachers and the school day shall be directed at insuring that the energy of the teacher is to be utilized to this end. 9
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6. Teachers will not be assigned to cafeteria or lunchtime playground duty except in cases of an emergency. A millage failure shall not be interpreted as an emergency. 12
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7. Mutually agreed upon class size maximums in grades 4-12 shall not be exceeded. When class overloads occur, the following accelerated grievance procedure will be implemented. The teacher shall be responsible for reporting any class size overloads to the building principal, if after three (3) school days, the situation is not resolved it will be brought directly to the Superintendent. The Superintendent will eliminate the overload within seven school days. 14
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8. In grades 1-3 prior to fourth Friday class size overloads may be grieved. The grievance shall be resolved, at the teacher's option in one of the following ways: (1) An aide will be employed through fourth Friday, or (2) The teacher may order classroom instructional supplies equal to the dollar amount an aide would have received if option (1) were chosen. 18
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D. Teaching Condition 22

1. The Board shall supply texts, library facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, and similar materials and tools of the teaching profession. 23
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2. When parents seek to purchase textbooks and supplies for their children, catalogues and information relating to these purchases shall be available to them. Prior to purchase, parents shall be urged to consult with the teacher of the students involved. 25
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3. The Board shall make available, whenever possible, in each school, adequate lunchroom, restroom, and lavatory facilities exclusively for staff use. The use of tobacco is prohibited in all buildings, on all grounds, and in all school owned vehicles beginning January 1, 1990. Upon submission of proof of completing a smoking cessation program, the teacher will be reimbursed \$60.00 or the actual cost of the program if it is less than \$60.00. The reimbursement program ends January 1, 1991. Lounges shall be for the staff use only. Vending machines shall be permitted in the faculty lounges of each building, maintained by the Association. The staff shall maintain the lounges in a satisfactory condition, except for routine custodial maintenance. 28
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4. The Board will make available work space and room for teachers' use during their preparation time. 35
5. The Board shall provide, maintain, identify and regulate to the extent possible adequate paved off-street staff parking facilities. Sidewalks and parking lots shall be maintained in such a manner that no teacher shall continually contend with snow and ice. 36
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6. Since the teacher's authority and effectiveness in his/her classroom has a combined dependence upon the teacher's professional skill and upon dependable administrative assistance, the Board and Administration recognize their responsibility to provide all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. 39
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7. Upon written referral from a teacher, the Administration will assist the teacher in applying appropriate progressive disciplinary procedures with chronic student disciplinary problems. The referring teacher(s) shall be informed of administrative action. 43
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8. Teachers may request that pupils having special needs receive the attention of special counselors, social workers, law enforcement personnel, physicians or other professionals. Teachers believing that such students are assigned to their classrooms may request that the pupil receive the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons. 46
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9. Student Discipline and Teacher Protection 50
 - a. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property. The Association agrees that all teachers shall observe rules respecting punishment and discipline of pupils which may be established by the Board, the Administration, and the statutes of the State of Michigan. A teacher may use such reasonable restraining force as is necessary to protect himself/herself from attack, to prevent injury to another student, or to escort said student to the office or place of containment, provided discretion is used. 51
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 - b. A teacher may exclude a pupil from the class in progress and only for the duration of that class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The excluded pupil must be sent to the proper administrative office. In such cases, the teacher shall furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. 57
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The primary responsibility of classroom management and student discipline within the classroom belongs to the classroom teacher. All reasonable efforts to correct inadequate student behavior are the responsibility of the teacher before sending the student to the office. 62
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- c. Suspension of students from school or permanent suspension from a given class may not be imposed by a teacher, but may be recommended by the teacher. School authorities will endeavor to achieve correction of student behavior through counseling and interviews with the child and his/her parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted. A conference of all teachers involved will be held prior to such transfer of the student. In the event all efforts to rehabilitate a student fail, the building administrator will suspend the student from that particular class for the time necessary to correct the behavior problem. 1
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- d. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. 8
- e. In the event a teacher is sued as a result of action taken by the teacher in enforcing the rules and regulations of the Board of Education and the use of reasonable care and judgement in connection therewith, it is the Board of Education's policy to assist the teacher in such connection with such a suit and the Board will, in cases where the teacher's individual liability policy does not provide legal counsel, provide legal counsel in the defense of such a suit. 9
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- f. No disciplinary action against a teacher shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personal file unless such matter is reported in writing to the teacher involved. The name of the parent shall be made known to the teacher. This teacher is then entitled to place an explanatory statement of the incident in his/her file. If any question of breach of professional ethics is involved, the Association shall be notified. 14
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- g. A written statement by the Board governing the use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year. 19
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- h. Whenever a grade or decision to pass or retain a student is changed against the advice of a teacher, the building administrator shall inform the teacher of the change. The administrator shall initial the altered document. 21
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- 10. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the board shall provide teacher reference libraries and include therein, all materials which are reasonably requested by the teachers of the district. 23
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- 11. The Board agrees to make available in each school, typing and duplicating facilities, supplies, and clerical personnel. 27
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- 12. The Board shall supply and provide the following: 29
 - a. Lockable storage space in each classroom. 30
 - b. Suitable space for each teacher to store coats, overshoes and personal articles. 31
 - c. Adequate chalkboard space in each classroom. 32
 - d. Adequate storage space for instructional materials. 33
- 13. Organization and maintenance of storage areas shall be the responsibility of the teacher(s) to whom they are assigned. Any administrative concern relative to a teacher's care of such an area shall be brought to his/her attention. The teacher shall be given adequate time to correct the situation. Upon notification to administration by a teacher of inadequacy of such facilities, it shall become the responsibility of that administrator to dispose of the problem. 34
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- 14. Existing extension telephone facilities shall be made available to teachers for their use. Teachers must charge all personal long distance calls to their home phones. 39
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- 15. At least one telephone in each building shall be made available for the exclusive use of teachers for their professional calls. The telephones shall be in such a location that the conversations held will be private. 41
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- 16. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. Cleanliness of the buildings and of the facilities are definitely essential to good education and the health of the students and staff. 43
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- 17. Both parties mutually agree that habitual or repeated tardiness is detrimental to the operation of the school. The Board and the Association support progressive disciplinary measures designed to assure that proper time schedules are maintained by teachers. 46
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ARTICLE XIII

Vacancies, Promotions and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for a transfer to a different class, building or position shall be made in writing by March 1st to the Superintendent, on forms furnished by the Board, with one copy to be filed with the Association. The application shall set forth the reasons for transfer, the school grade or position sought, and the applicant's academic qualifications. The teacher shall re-apply in writing each year to assure active consideration by the Board. 49
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- B. The Association recognizes that when classroom teacher vacancies occur during the school year, it may be difficult to fill them within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be considered vacant. Whenever a vacancy occurs during the summer months, teachers who have expressed an interest in said position shall be notified. 54
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- C. The Board declares its support of filling vacancies in existing or new positions, including supervisory positions, with the best candidates available. When vacancies arise, the Superintendent shall post notice of the same, with accompanying job descriptions, for not less than 10 working days during the academic year before the positions are permanently filled. The 59
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Board will also notify the Association of the vacancies. Any presently employed teacher meeting posted qualifications applying for such vacancies shall be granted a personal interview, upon request, with the appropriate interviewing official.	1 2
D. The Board subscribes to a policy of avoiding involuntary transfers unless such a transfer is deemed necessary or desirable for the good of the student body. In the event the number of positions within a grade level at an elementary building, or within a department at a secondary building must be reduced, which in turn creates the need to transfer a teacher to another grade level or department within the same building, the district shall first seek a volunteer. In the event that no volunteer exists, the least senior teacher from that grade level or department in that building shall be transferred.	3 4 5 6 7
In the event a split is created, the District will first seek a volunteer; in the event that no volunteer exists, an involuntary transfer of the least senior teacher in the affected grades in that building shall be implemented. No teacher shall be assigned to a split two years in a row. Teachers from the grades affected shall be rotated into splits in district seniority order (least senior first through most senior then least senior again).	8 9 10 11
It is agreed that a teacher who in the 1988-89 staffing process has voluntarily transferred or has been involuntarily transferred to another position or building due to enrollment decline or changes, shall be returned to his/her original building or position when the lost position is recreated. In general these transfers will not occur during the school year, however, the position will not be filled permanently in the interim.	12 13 14 15
These transfers will not require an interview and also the teacher may be required to return to the recreated position.	16
If the exact position does not reoccur, the teacher shall be able to return to his/her original building for other created positions for which he/she is certified and qualified.	17 18
This agreement is not intended to supercede contract language. It is intended only to show good faith and to ensure that transferred teachers will be returned to their position and/or building if their former position is recreated or a position they are certified and qualified for is created.	19 20 21
In the event the number of positions within a building or special area, such as special education, physical education, music or art must be reduced, which in turn creates the need to transfer a teacher to another building, the Board shall first seek a volunteer. If no volunteer exists, the least senior teacher in that building or special area will be transferred. However, if a building is closed, which causes displacement of the total teaching staff of that building, these displaced teachers will be given their choice of newly created vacant positions in order of seniority for which they are certified and qualified. See Article XVIII for definition of qualified.	22 23 24 25 26 27
Special education teachers and regular education teachers may trade teaching assignments for one year under the following provisions:	28 29
1. Both teachers are qualified and certified in accordance with Article XVII for the positions to be traded.	30
2. At the conclusion of the year either teacher or either principal may end the trade and the teachers must return to their original positions.	31 32
3. In the event of a reduction in force the teachers will be placed in their original positions for the purposes of determining who will be laid off in accordance with the provisions of Article XVII.	33 34
The administration will notify the teacher of reasons for transfer, and the teacher will always be notified before the transfer is made final. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure. The transfer will take place, if necessary, during the time the grievance is being processed.	35 36 37
E. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.	38 39 40
F. The provisions in Article XVIII shall supercede the provisions of this Article in the event conflicts arise during layoff and/or recall periods.	41 42

ARTICLE XIV

Academic Freedom

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to insure meaningful awareness of and respect for the Constitution and the bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for the teacher and student is encouraged.	43 44 45 46
B. It shall be the responsibility of the teacher to accomplish the objectives of the course of study for each subject he/she is assigned. In the pursuit of these objectives, freedom of individual expression and innovative curriculum improvement are encouraged. It is expressly understood that responsibility of changes in course objectives rests with the Board and its representatives, and is first subjected, and submitted, to the building administrator and/or the appropriate Assistant Superintendent for approval or disapproval.	47 48 49 50 51
C. Teachers shall be included in the procedures to recommend textbooks, materials, and curriculum within the district. The procedures shall be established by the respective committee(s) and shall minimally include provisions for piloting, evaluating, and reporting all information relevant to the committee's study. Service on a committee shall be on a voluntary basis.	52 53 54 55

ARTICLE XV
Instructional Improvement

A.	The Board of Education and the Association shall jointly establish a procedure providing teachers with the opportunity for involvement in planning, implementing and evaluating the instructional program. Such involvement shall have the purpose of providing teacher recommendations to administrators and to the Board of Education.	1 2 3
B.	Curriculum coordinators may be employed at the Board's discretion, following the procedures outlined below in B.1 through 5.	4 5
1.	The Board of Education will establish coordinators as outlined in B.4 of this Article, and make appointments from the teaching staff. Teachers so selected have the right to decline the appointment. Positions will be posted April 15 and coordinators will be appointed no later than May 30 for a one year term. Terms exceeding one year shall be permissible based upon mutual agreement of the administration and the coordinator.	6 7 8 9
2.	Compensation for Coordinators shall be in accordance with the amounts listed in Appendix B and shall be based on the number of FTE's (Full Time Equivalent Teachers) for whom the coordinator is responsible (rounded to the nearest whole number).	10 11 12
3.	Coordinators shall be selected from teachers currently assigned to the subject specialty area and/or grade levels covered by the assignment.	13 14
4.	The subjects, specialty areas, and/or grade levels to which coordinators may be assigned are:	15
a.	High School	16
	Art	17
	Business	18
	Careers	19
	English	20
	Foreign Language	21
	Music (vocal and instrumental together)	22
	Physical Education	23
	Social Studies	24
	Trade and Industry	25
	Enrichment Gifted	17
	Enrichment Remedial	18
	Guidance (includes M.S. guidance)	19
	Home economics	20
	Mathematics	21
	Media	22
	Science	23
	Special Education	24
b.	Grades 6-8	26
	English	27
	Math	28
	Science	29
	Enrichment Gifted (1 per building)	30
	Reading	27
	Social Studies	28
	Enrichment Remedial (1 per building)	29
c.	Grades K-5 (1 Coordinator from each elementary for each are listed)	31
	Language Arts	32
	Science	33
	Social Studies	34
	Enrichment Gifted	35
	Math	32
	Reading	33
	Enrichment Remedial	34
d.	Grades K-8	36
	Arts	37
	Music	38
	Physical Education	39
	Special Education	37
	Media	38
e.	Grades K-12	40
	Computers	41
5.	a. Each Coordinator shall have a job description and be evaluated by the appropriate administrator. The job description may be revised by mutual agreement of teacher and administration.	42 43
	b. Coordinators are a liaison between administration and faculty. However, coordinators are not administrators and hence will not be involved in the evaluation of faculty.	44 45
	c. Coordinators will be responsible for working with administration for the allocation of budgeted amounts for their respective areas.	46 47
	d. Coordinators will coordinate their respective areas and see that their teacher members are involved and have input in determining the functional operation of the respective areas.	48 49
	e. Coordinators will call periodic meetings of their departments or subject areas. Teachers are required to attend these meetings.	50 51
C.	No pilot or experimental program shall be enforced or initiated without the consent of the teacher or teachers involved. Pilot studies shall be evaluated before being adopted. This evaluation should be readily available to teachers involved in the pilot programs.	52 53 54

D. Coordinators upon administrative approval may be released from their teaching duties to do coordination work. Days worked before or after the contracted 185.5 days shall be compensated at the current daily sub rate. 1
2

ARTICLE XVI

Professional Improvement

A. The parties will support and encourage the principle of continuing education of teachers, participation of teachers in conferences, workshops and other appropriate activities in the areas of their specializations, leaves for work in advance degrees of special studies and participation in community education projects. 3
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B. With the purpose of improving methods of instruction, each teacher may at the Board's option be allowed observation time to observe other classrooms of the teacher's choice within the Brighton schools or classrooms in other school districts, prior arrangements having been made. The teacher seeking observation opportunities must make a written request a week in advance. Days used for this purpose shall not be subtracted from the teacher's personal leave. 6
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C. The Board agrees to provide, upon administration approval, the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Requests from a teacher for attendance shall be submitted at least two weeks in advance of the conference date. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers will upon request, submit a written report regarding such conferences. 10
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D. At the request of the Association and with the approval of the administration, or on the Board's initiative, arrangements shall be made for work sessions, after school courses, workshops, conferences and programs designed to improve the quality of instruction. 16
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ARTICLE XVII

Layoff/Recall

A. The provisions of this Article shall supercede the provisions of Article XIV in the event conflicts arise during layoff and recall periods. 19
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In the event that reductions in staff are necessary, the placement of teaching staff shall be determined by April 30 by the following process: 21
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B. LAYOFF 23

1. At least one week prior to formal Board action, the Association shall be notified, in writing, of administrative determinations as to the number and names of all elementary, middle, and high school retained positions for the following school year. Before teachers are assigned to these retained positions the Association will be given the opportunity to give input and make suggestions regarding the retained positions. 24
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2. In order to maximize retention of the most senior, certified and qualified teachers (as defined in Section D of this Article), the district shall start at the top of the seniority list ranking all teachers active, on layoff, and those on leave who are scheduled to come back and place each tenure teacher in one of the retained positions as follows: 28
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a. First, place the teacher in the position previously held if available. 32
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b. If the previous position is not available, then place the teacher in an alternative position for which they are certified and qualified and which is open for assignment. 32
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c. If an alternative position is not available, then the least senior teacher holding a position for which a more senior teacher is certified and qualified will be transferred to an alternative position open for assignment in order to place the teacher in the transferred teacher's former position. 34
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d. In the event that vacancies in retained positions remain, probationary teachers shall be placed in accordance with a,b, and c above. 37
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e. Involuntary transfers, to maximize a teacher's qualifications, can be made by the Superintendent among the retained teachers provided there is no negative impact upon those to be laid off. 39
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f. In the event that the Board of Education should determine that a teacher, who has been reassigned in a retained position in accordance with procedure as outlined above, is in need of further training to meet the qualifications listed in D below, the Board shall assume the following: During the first year of this contract, all tuition, books and fees for the first five (5) semester hours. Beginning with the 1987-88 school year, the number of funded hours shall be eight (8). Texts purchased for these classes shall become part of the district's professional library. Any semester hours necessary beyond those funded by the Board to meet these qualifications for a given assignment shall be the financial responsibility of the individual teacher. Following Board action this training shall commence within one semester or as soon as courses in the vicinity are available. In the event that a dispute arises over whether the assignment and subsequent course work are necessary, the following steps shall be taken. 41
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i) A joint meeting of the principal, the teacher and an Association Representative will be held to explore alternative placement within the building. 51
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ii) If the issue is still in dispute, the Association Unit Director and the Assistant Superintendent for Personnel and Pupil Services will meet to examine district-wide alternatives. 53
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iii) If no solution is found, the teacher will be required to begin the coursework or be subject to layoff. 55

g. At the middle school level the teachers will only be required to meet qualification standards in the majority of the individual class assignments. 56
57

- h. Any teacher who has not been placed in a retained position as per 'a' through 'd' above shall be notified at least 60 days prior to the end of the school year A) she/he is subject to layoff, B) she/he should not expect employment for the ensuing school year, and C) she/he shall be given the opportunity for recall pursuant to the recall procedures in the Article. Nothing contained herein shall relieve the Board from fulfilling the terms of any annual or continuing contract with a teacher. 1
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- i. In the event the Board hires a teacher to fill a temporary vacancy of at least six weeks but less than a semester said teacher may be laid off so long as the Board provides advanced notice of layoff within not less than one third (1/3) of the number of days for which the temporary teacher was contracted to work or actually worked whichever is greater. Example: A thirty (30) day temporary contract would require ten (10) days of advanced notice; a ninety (90) day temporary contract would require thirty (30) days of advanced notice. 6
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- j. Teachers assigned to shared or abbreviated positions waive their right to full-time employment if that return to full-time would force the layoff of another teacher. 11
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C. RECALL 13

1. The district shall construct a recall list on which all people on layoff are ranked on the basis of their assigned seniority date. 14
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2. When positions become vacant due to termination, resignation, death, leave of absence, or reinstatement/creation of a position, tenure teachers shall be recalled in order of seniority to vacancies for which they are certified and qualified (as defined in Section D of this Article). In the event that the Board of Education should determine that a teacher, who has been recalled in accordance with procedures as outlined above, to a position after the fourth Friday in September, is in need of further training to meet NCA standards, the teacher shall assume the cost of retraining. At such time as vacancies occur for which no laid off tenure teacher is certified and qualified, probationary teachers shall be recalled on the basis of applicable certification and qualifications, and the greatest seniority. Involuntary transfers will be made by the Superintendent among the retained teachers in order to enhance the seniority rights of laid off teachers, unless, in the opinion of the Superintendent, the involuntary transfer would be detrimental to the education interest of the students affected by such involuntary transfer. In the event here are no teachers on the recall list who are certified and qualified, by the above standards, to fill a vacancy, the Board may hire new teacher(s). 16
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D. Seniority shall be defined as the length of service as a teacher in the school district. Accumulation of seniority shall begin with the date upon which the initial employment is approved by the Board of Education. In the event it becomes necessary to choose between two or more teachers with the same assigned seniority date, experience in other systems, and secondly, degrees attained, shall be considered. When all criteria are equal the Superintendent shall be empowered to draw lots in the presence of Association representatives to make the final decision. Teachers assigned to less than full positions shall accumulate seniority on a pro-rata basis. Teacher on layoff shall not accumulate seniority. Teachers on disability leaves shall accrue seniority. Teachers on infant care/adoption leaves shall accrue seniority limit to one (1) year. A teacher who resigns or is discharged and the dismissal is not reversed through the grievance procedure, or who does not return from a recall of any kind shall lose all seniority. Teachers on leaves that were granted prior to the effective date of this contract shall not be affected by seniority limitations. 28
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Qualified for the elementary level shall be defined as possessing an elementary teaching certificate. 38

Qualified for positions at the secondary level shall be defined during the first year of this contract as possessing an applicable elementary or secondary certificate with a major or minor or course hours meeting N.C.A. standards in the subject area, or previous experience teaching the subject in Brighton Area Schools. Beginning with the 1987-88 school year, qualified at the secondary level shall be defined as possessing an applicable elementary or secondary certificate with a major or minor or course hours meeting N.C.A. standards in the subject area. 39
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Qualified as a specialist for art, music, physical education, and media services shall be defined as possessing an applicable elementary, middle or secondary certificate with major or minor in the specialty assigned. 44
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In order to be considered qualified for teaching in the hearing impaired program one must also be proficient in sign language. In order to be considered qualified for teaching in the instrumental music program a teacher must be a specialist (see above definition) with the proper distribution of course work as determined by the North Central Association. 46
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Qualified to teach DK or K shall be defined as possessing an early childhood endorsement (ZA) or the proper distribution of course work as determined by the North Central Association. Early Childhood education is a requirement to teach developmental kindergarten or kindergarten and is required by North Central for accreditation. In the event that the district school is not North Central accredited, recall will be by certification and seniority. 50
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ARTICLE XVIII

Special and Student Teaching Assignments

A. Each school year the Association Unit Director and the Superintendent will confer on the total number of student teacher positions made available in the district. 54
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B. Supervisory teachers of students, who voluntarily accept the assignment, shall be known as the critic teacher. Critic teachers shall meet the following requirements: 56
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1. Tenured teachers in the Brighton Area Schools. 58
2. Approval by the building principal. 59
3. Application for a critic teacher position to the Superintendent with a copy to the Association. 60

C. Applicants for student-teacher positions in the Brighton Area Schools shall meet the following requirements: 61

1. Major or minor in the field of teaching. 62

2.	Meet the certification requirements for the subject area.	1
3.	Have the ability to schedule time requirements:	2
a.	One full semester (minimum ten weeks).	3
b.	Present in building for entire teaching day, every day.	4
c.	Attendance at all conferences, meetings and events requested by the critic teacher.	5
4.	Pre-student teaching requirements.	6
a.	Minimum of one methods course in major teaching area.	7
b.	Direct classroom observations set by the building principal.	8
5.	A standard form, that outlines the duties and obligations of participants in the Student Teaching Program, shall be filed with the Assistant Superintendent for Curriculum.	9
		10
D.	Aides	11
	The Board and the Association recognize that under certain conditions employment of instructional aides may be deemed appropriate. Under such conditions the Board may employ instructional aides to assist teachers in the following areas: reinforcing instructional activities; making and/or securing instructional materials. keeping school records, maintaining a proper instructional environment, inventory, ordering and storing or filing classroom supplies and materials, and in the supervision of students.	12
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1.	In order to qualify as an instructional aide, an applicant must demonstrate proficiency in those skills which will be required to fulfill expectancies of the job description, or an ability to acquire those skills within a reasonably short period of time on the job.	17
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2.	If employment of an instructional aide is desired by either teachers or administrators, a consultation involving the teacher(s) to be assigned the aide, the building administrator, and the appropriate assistant superintendent shall be held to determine the advisability of employing such aide.	20
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3.	All applicants shall be interviewed by teacher(s) to whom he/she is assigned and teachers to whom aides are assigned shall have full authority to direct the activities of aides, to evaluate effectiveness of the aide, and to make recommendations as to continued employment status for the aide.	23
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E.	Interns	26
	Teacher internships may be allowed provided that no qualified teacher applicants are available for vacant positions.	27

ARTICLE XIX
Miscellaneous Provisions

A.	Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement. Any individual contract hereafter executed shall be in the form provided in Appendix F and shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.	28
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B.	This agreement shall supercede 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 considered part of the established policies of the board.	33
		34
		35
C.	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.	36
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D.	Copies of this Agreement titled "Professional Agreement between the Association and the Brighton Area Schools" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed and hereafter employed for as long as this Master Agreement shall be in full force and effect. Further, the Board shall furnish 10 copies of the Master Agreement to the Association for its use.	39
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E.	When students are used as non-salaried clerical helpers in the schools, they shall not be exposed to confidential student or teacher records.	43
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F.	Teachers will be encouraged to attend functions that are school oriented. The district will provide passes at no cost for the employee, spouse and children to encourage attendance. Each school will promote the functions in their buildings. Passes will be valid for district in-house functions.	45
		46
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APPENDIX A
SALARY SCHEDULE - B.A.

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
Step I	22902-	24505-	26220-
Step II	24245-	25942-	27758-
Step III	25595-	27387-	29304-
Step IV	26939-	28825-	30843-
Step V	28289-	30269-	32388-
Step VI	29636-	31710-	33930-
Step VII	30981-	33150-	35470-
Step VIII	32328-	34591-	37012-
Step IX	33671-	36028-	38550-
Step X	35022-	37473-	40096-
Step XI	38570-	41270-	44159-
Step XII	0	0	0

SALARY SCHEDULE - M.A.

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
Step I	24245-	25942-	27758-
Step II	25689-	27487-	29411-
step III	27137-	29037-	31070-
Step IV	28584-	30585-	32726-
Step V	30026-	32128-	34378-
Step VI	31470-	33673-	36030-
Step VII	32917-	35221-	37686-
Step VIII	34358-	36763-	39336-
Step IX	35805-	38311-	40993-
Step X	37252-	39860-	42650-
Step XI	38694-	41403-	44301-
Step XII	42568-	45548-	48736-

SALARY SCHEDULE A - M.A. +30

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
Step I	25595-	27387-	29304-
Step II	27137-	29037-	31070-
Step III	28678-	30685-	32833-
Step IV	30224-	32340-	34604-
Step V	31763-	33986-	36365-
Step VI	33306-	35637-	38132-
Step VII	34851-	37291-	39901-
Step VIII	36396-	38944-	41670-
Step IX	37938-	40594-	43436-
Step X	39478-	42241-	45198-
Step XI	41025-	43897-	46970-
Step XII	45142-	48302-	51683-

SCHEDULE B

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
Head Football	3422	3661	3917
Assistant Varsity Football (3)	2300	2461	2633
Junior Varsity Football (2)	2300	2461	2633
Freshmen Football (2)	2300	2461	2633
Head Girls Basketball	3422	3661	3917
Junior Varsity Basketball	2207	2361	2526
Freshmen Basketball	2207	2361	2526
Middle School Basketball (4)	1294	1385	1482
Head Boys Golf	1597	1609	1722
Head Girls Golf	1597	1609	1722
Head Varsity Boys Soccer	2130	2279	2439
Junior Varsity Boys Soccer	1142	1222	1308
Head Girls Tennis	2130	2279	2439
Assistant Girls Tennis	1142	1222	1308
Head Boys Cross Country	2664	2850	3050
Head Girls Cross Country	2664	2850	3050
Head Girls Swimming	2738	2930	3135
Assistant Girls Swimming	1522	1629	1743
Head Boys Swimming	2738	2930	3135
Assistant Boys Swimming	1522	1629	1743
Pom Pon Squad	685	733	784
Varsity Cheerleading	913	977	1045
Junior Varsity Cheerleading	608	651	697
Freshmen Cheerleading	571	611	654
Middle School Cheerleading (2)	457	489	523
Head Boys Basketball	3422	3661	3917
Junior Varsity Boys Basketball	2207	2361	2526
Freshmen Boys Basketball	2207	2361	2526
Middle School Boys Basketball (4)	1294	1385	1482
Head Volleyball	2818	3015	3226
Junior Varsity Volleyball	1825	1953	2090
Freshmen Volleyball	1825	1953	2090
Middle School Volleyball (2)	1065	1140	1220
Head Wrestling	2818	3015	3226
Assistant Wrestling	1825	1953	2090
Middle School Wrestling (2)	1065	1140	1220
Head Hockey	2393	2561	2740
Head Boys/Girls Ski Coach	1825	1953	2090
Assistant Boys/Girls Ski Coach	1142	1222	1308
Middle School Ski Coach (2)	381	408	437
Head Baseball	2818	3015	3226
Junior Varsity Baseball	1825	1953	2090
Freshmen Baseball	1825	1953	2090
Head Softball	2818	3015	3226
Junior Varsity Softball	1825	1953	2090
Freshmen Softball	1825	1953	2090
Head Girls Track	2818	3015	3226
Assistant Girls Track	1825	1953	
Head Boys Track	2818	3015	3226
Assistant Boys Track	1825	1953	2090
Assistant Girls/Boys Track	1825	1953	2090
Middle School Track (4)	1065	1140	1220
Head Girls Soccer	2130	2279	2439
Assistant Girls Soccer	1142	1222	1308
Head Boys Tennis	2130	2279	2439
Assistant Boys Tennis	1142	1222	1308
Volunteer Positions			
Football (4)			
Boys Basketball (2)			
Assistant Hockey (1)			
Equestrian (1)			

APPENDIX B
Salaries for Extra Duties and Specialized Services

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
High School Publication	1216	1301	1392
Quill & Scroll, Newspaper, Yearbook, Reflections			
Class Sponsors			
Senior (each)	1406	1504	1609
Junior (each)	718	768	822
Sophomore (each)	718	768	822
Freshman (each)	478	511	547
Student Council			
High School	1406	1504	1609
High School Assistant	950	1016	1088
Middle School (1 each)	569	609	652
Music			
High School Band	2738	2930	3135
Middle School Band	1446	1547	1655
High School Vocal	1522	1628	1742
Clubs			
Future Homemakers (each)	457	489	523
National Honor Society (each)	457	489	523
Jr. National Honor Society (each)	250	267	286
Drama			
Per Approved Production	832	890	952
Middle School Production (1 each)	250	267	286
Forensics Head Coach	1167	1249	1336
Forensics Assistant Coach	240	257	275
Debate Head Coach	1167	1249	1336
Debate Assistant Coach	240	257	275
Coordinators (High School, Middle School and K-8 Based on FTE)			
1-5 FTE	598	640	685
6-10 FTE	838	897	960
11-15 FTE	1077	1152	1233
16-Over FTE	1316	1408	1507
K-5 Coordinators	838	897	960
K-12 Coordinators	1316	1408	1507
Fifth Grade Camp	180	193	206

Teachers may be requested by the Board of Education to work an extended year. Such requests shall be made known to the affected teachers no later than May 1. Salary for the extended period of work, other than for Driver Education, will be at a weekly rate of 2½% of the individual teachers' base annual salary as set forth in Appendix A of this contract unless otherwise stipulated in this contract or other arrangements are agreed to by the teacher.

1. Salaries for the Appendix B assignments listed above will be paid in equal installments beginning with the next pay day after the commencement of the activity and continued through the remaining pay periods of the contract year.
2. Any assignments in addition to the normal teacher schedule, including driver education and extra duties enumerated in Appendix B, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.
3. Adoption of this Appendix does not limit the approval of new programs in Appendix B. In the event that additional programs are identified and approved by the Board, compensation may not be determined until negotiated by the joint committee.
4. Media Specialists shall work a week following the teacher calendar year and shall be compensated at the above mentioned rate.

APPENDIX C
Driver Education

1. The hourly rate for Driver Education salaries shall be .0836% of the BA base minimum salary. Summer salaries will be paid on the basis of the just completed school year's salary schedule. 1
2. During the summer Driver Education program, Driver Education instructors will not be scheduled for less than six hours per day without the consent of the instructor. 2
3. No teacher shall be required to work a split shift or to teach less than three hours per day in the summer school Driver Education programs. 3
4. Driver Education Classroom teachers shall be paid for three (3) hours for each two (2) hours of classroom instruction, with the third hour being utilized as preparation to be served in the building. 4
5. Assignments to Driver Education Program will be made on the basis of the following procedures: 5
- a. A Seniority List of 15 Driver Education Instructors shall be utilized in the Driver Education Program. Additional instructors will be employed if positions remain unfilled at the end of the selection process. 6
- b. Selection of one assignment shall be granted in descending order of greatest seniority in the program. This process will be repeated through the seniority list until all assignments have been filled or assignments are left unfilled. 7
- c. Seniority within the program shall be determined by the number of years in teaching driver education in the district. A minimum of one session shall constitute a full year. 8
- 1) In the event of a tie, the earliest date of application for a driver education position shall be the determining factor. 9
- 2) In the event a tie remains, the earliest date of driver education certification (State Board of Education) shall be the determining factor. 10
- 3) In the event of a tie in the above factors, seniority in the District shall be the determining factor. 11
6. Whenever a driver education student fails to appear for his/her assigned driving time, the instructor shall alter the day's driving schedule according to established procedures. 12
7. Down-time on the road will be paid for at the established hourly rate. 13

APPENDIX D
School Calendar

(See inside front cover for 1989-90 Calendar)

**Brighton Area School
Grievance Form for Teachers**

Distribution of Copies

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

Submit to Superintendent in Duplicate

Building _____ Name of Grievant _____

Teaching Assignment of grievant _____ Date Filed _____

LEVEL I

A. Date of Violation causing grievance: _____

B. Synopsis of facts giving rise to violation (or as per attached)

C. Section or subsections of master contract violated _____

D. Relief requested (or as per attached) _____

F. Principal's Response: _____

Signature of Grievant _____

Date _____

The above grievance is (approved) (disapproved) by the Washtenaw-Livingston Education Association/Brighton Unit

Authorized Signature WLEA/Brighton Unit _____

Date _____

LEVEL II

**Disposition of Grievance by
Superintendent of Schools**

A. Date received by Superintendent _____

B. Response (or as per attached) _____

Signature of Superintendent _____ Date _____

LEVEL III

Application to Board of Education (filed with Secretary, Board of Education)

A. Date filed with the Board of Education _____

Being unsatisfied with the decision rendered by the Superintendent of Schools, as hereon indicated, the below-signed grievant and the Association make application for a hearing by the Board concerning the above stated grievance.

Authorized Signature _____ Signature of Grievant _____
Washtenaw-Livingston Education Association/Brighton Unit

Date _____ Date _____

Disposition by the Board of Education

A. Date received by Secretary, Board of Education _____

B. Date of Hearing: _____

C. Date of Board Decision: _____

D. Decision (or as per attached) _____

Signature, Secretary, Board of Education _____ Date _____

LEVEL IV

Application for Arbitrator

A. Date submitted to American Arbitration Association: _____

B. Name of Arbitrator: _____

C. Date of Hearing: _____

D. Date of Decision: _____

E. Decision: _____

APPENDIX F-1

Teacher's Probationary Contract

No. _____

This agreement made this 1st day of September, _____ between Brighton Area Schools, Livingston County, Michigan, hereinafter called the school district, and _____ hereinafter called the teacher.

Witnesseth:

Probationary teachers hereby acknowledges that it is his/her duty to provide to the Board of Education a certificate or permit, valid in the State of Michigan during the life of this contract, and, further, fully understands and agrees that, if any time during the course of the life of this contract said certificate or permit shall expire either by limitation or revocation, this contract shall automatically and without notice to either party, terminate and immediately come to an end.

Said teacher being certified to teach in the public schools in said County and State hereby contracts with said school district for the school year _____ or until services are terminated with not less than thirty (30) days notice in writing at the teacher's place of residence by certified mail, return receipt requested, due to a necessary reduction in personnel, said school year subject to the foregoing, and said school district hereby contracts to hire said teacher as herein set forth on a probationary basis as provided by the Tenure Act (Act 4, P.S. Extra Sessions, 1937, as amended) in consideration for which said school district will pay to said teacher the sum called for by the provisions of the Master Agreement as negotiated by and with the WLEA/Brighton Unit, as set forth in the attached salary statement, herein incorporated by reference.

The services of the teacher shall consist of teaching in the public schools of said school district. The teacher is subject to policies, rules and regulations of the Board of Education and the general school laws of the State of Michigan, and to assignment and transfer at the discretion of the Superintendent of Schools and the Board of Education and to such terms and conditions as are specified in the Master Agreement theretofore negotiated by and with the WLEA/Brighton Unit.

In witness whereof the parties have hereunto set their hands and seals this day and year above written.

Superintendent
by authority of the Board of Education

Signature of Teacher

Address

APPENDIX F-2

Teacher's Continuing Contract

This continuing contract made this 1st day of September, _____, between the Board of Education of Brighton Area Schools, Livingston County, Michigan, hereinafter called the Board and _____, hereinafter called the teacher.

Witnesseth:

1. That said teacher being certificated to teach in the Public School in said County and State and having met the requirements of the Michigan Teacher Tenure Act, being Act 4 of the Public Acts of the State of Michigan (extra Session) for the year 1937 as defined in said Act for continuing tenure, hereby contracts with said Board for the school year of 185.5 days commencing the 1st Day of September, (year) _____, and said Board hereby contracts to hire said teacher, such appointment to continue in full force and effect as provided in the policies and rules and regulations of said Board and until the said teacher resigns, elects to retire, or until services are terminated with not less than thirty (30) days notice in writing at the teacher's place of residence by certified mail, return receipt requested, due to a necessary reduction in personnel, said school year subject to the foregoing, or is dismissed in accordance with the provisions of the Michigan Teacher Tenure Act.

2. For and in consideration of such service for the school year as herein set forth, the said Board will pay to said teacher the sum called for by the provisions of the Master Agreement as negotiated by and with the Washtenaw-Livingston Education Association/Brighton Unit which, for _____, is set forth in the attached salary statement, herein incorporated by reference.

3. Said teacher shall annually, hereafter, so long as employed by said Board receive a supplementary contract stating the salary for the ensuing school year to which said teacher is entitled under the rules and regulations of said Board.

4. This Contract shall be subject to all written Board policies and the terms of the Master Agreement now in effect or as shall be in effect, both of which are herein incorporated by reference.

5. Said teacher shall be subject to assignment and transfer at the discretion of the Superintendent of Schools, or the said Board except as the same may be modified by the Master Agreement. The services of said teacher shall consist of teaching in the public schools of the school district administered by said Board and shall not be required to perform any other services not connected with the public schools.

In witness whereof the parties hereto have respectively set their hands and seals the day and year above written.

Superintendent
by authority of the Board of Education

Signature of Teacher

Address

APPENDIX F-3
Salary Statement
(Years)

Date _____ Teacher: _____

Length of Contract: Starting date of this Contract shall be _____
for returning teachers or _____ for new teacher and ending date shall
be _____. A total of either _____ or _____ contract days as set forth in the Brighton
Area Schools _____ calendar.

Years of Experience:

Other School Districts:

Brighton Schools:

For teachers first employed in Brighton Schools in 1972-73
and in succeeding years:

First day of employment as a fully certified teacher: _____ Dollars

Salary:

Experience Step:

Salary Schedule:

Annual Salary Basis:

From: _____ To: _____

From: _____ To: _____
_____ Dollars

Payments:

Number of Payments:

First Payment: September _____, _____

Last Payment: 21-Pays _____ or 26-Pays _____

At the teacher's option, payment in full shall be made on Payments:

Number of Payments:

First Payment: September _____, _____

Last Payment: 21-Pays _____ or 26-Pays _____

At the teacher's option, payment in full shall be made on _____ of the Contract sum still owed to the teacher on that date.

Signature of Teacher

Superintendent, by authority of the Board of Education

AMENDMENT

In accordance with the provisions of the Master Agreement with the Washtenaw-Livingston Education Association/Brighton Unit because
the teacher has acquired _____ since the first execution of this Contract, the teacher is advanced to the
_____ step of the _____ salary schedule. Salary for _____ is adjusted to:

\$ _____ DOLLARS

DATE: _____

Superintendent of Schools

APPENDIX F-4

Contract of Employment
for Extra Duty _____

Teacher: _____

This Agreement made this _____ Day of September _____ between Brighton Area Schools, Livingston County, Michigan, hereinafter called the School District and _____ hereinafter called the Teacher.

Witnesseth:

1. The School District agrees to hire and the teacher agrees to perform the extra duty assignments as hereinafter set forth.
2. It is expressly understood between the parties hereto that this Contract stipulates extra salary for the teacher to perform extra duties other than as a classroom teacher, and that, the teacher shall not be deemed to be granted continuing tenure in such capacity by virtue of this Contract. Subject to the provisions of the Teacher Tenure Act (Act No. 4, Michigan Public Acts of 1937, Extra Session, As Amended) and the failure of the School District to re-employ the teacher in such extra duty capacity in succeeding school years shall not be deemed to be a demotion within the provisions of the Teacher Tenure Act.
3. Extra duty salary shall be in accordance with the provisions of the Master Agreement between the School District and the Washtenaw-Livingston Education Association/Brighton Unit for the _____ school year as follows:

Starting Date of Assignment Extra Duty	Total Dollars
_____	_____
_____	_____
_____	_____

Said total extra duty salary shall be divided into and paid in installments, with the first installment to be paid no later than the School District's first payday after the starting date of the assignment, with remaining installments to be paid on successive remaining pay-days of the contract year.

In witness whereof the parties have hereunto set their hands and seals the Day and Year above written.

Signature of Teacher

Superintendent
by authority of the Board of Education

Name _____

Date _____

Building _____

Grade or Subject _____

Semester _____

School Year _____

PROFILE CHART

NARRATIVE

Appropriate Letter must be Circled if observed

Use Narrative of Profile to set forth specifics.

(S) Satisfactory (NI) Needs Improvement (U) Unsatisfactory

A. The Educational Environment			
1. Student discipline and control	S	NI	U
2. Effective organization (classroom and record keeping)	S	NI	U
3. Academic motivation (related to students)	S	NI	U
4. Organized lesson presentation-uses a variety of teaching techniques.	S	NI	U
5. Ability to develop good teacher-student relations	S	NI	U
6. Creative use of educational materials	S	NI	U
7. Analyzing learning needs of students	S	NI	U
8. Effective evaluation of student progress	S	NI	U
B. Professional Growth and Responsibilities			
1. Remains knowledgeable with general education and their major field	S	NI	U
2. Insight into self as a teacher	S	NI	U
3. Observes and Conforms to policies and procedures to implement policies established in the school district	S	NI	U
4. Provides leadership and guidance to others	S	NI	U
C. School Relationships			
1. Cooperation and sharing of information and materials with co-workers	S	NI	U
2. Promotes constructive staff relationship	S	NI	U
3. Promotes constructive parent relationships	S	NI	U
D. Personal Qualificationss			
1. Personal appearance	S	NI	U
2. Personal and Professional conduct	S	NI	U
3. Accepts constructive criticism	S	NI	U

The teacher's signature shall not be understood, nor be interpreted, to mean agreement with the content of the material.

Teacher's Signature _____

Administrator's Signature _____

Date _____

Circle One: Phase II.
Phase III

BUILDING: _____

STAFF: _____

INITIAL MEETING DATE: _____

One or two professional growth goals are to be determined between the staff member and the administrator. The staff member writes the goal and the strategies by which the goal is to be accomplished, with a time line, and keeps the administrator updated at least once during the year on progress made. The administrator notes progress on the strategies as observed and as discussed with the staff member. The staff member and administrator write final evaluations of the goal's accomplishment and shares them with each other at the final assessment conference.

Goal(s):

Strategies for Completion:

Time Line:

Review Date Assessment:

Beginning Date _____

Review Date(s) _____

Assessment Date _____

Final Assessment

Staff Member's Assessment:

Administrato's Assessment:

(Staff Member's Signature)

(Administrator's Signature)

(Date)

(Date)

aan/GoalTmln
03/02/89

Copies: Personnel File
Administrator
Employee

APPENDIX H

Letter of Intent

STUDENT OPINION SURVEYS

This is suggested for K - 2

STUDENT OPINION OF TEACHER FORM

1. MY TEACHER IS FRIENDLY.



2. MY TEACHER HAS A GOOD SENSE OF HUMOR.



3. MY TEACHER IS PATIENT WITH ME.



4. MY TEACHER IS WILLING TO ADMIT MISTAKES.



5. MY TEACHER GIVES ME HELP WHEN I NEED IT.



6. MY TEACHER TREATS ME FAIRLY.



7. MY TEACHER LETS ME TELL ABOUT THINGS IN CLASS.



8. THE WORK MY TEACHER GIVES ME TO DO IS INTERESTING.



9. MY TEACHER EXPLAINS WORK SO THAT I CAN UNDERSTAND IT.



10. MY TEACHER ANSWERS MY QUESTIONS ABOUT SCHOOL WORK.



11. MY TEACHER WANTS ME TO WORK AS HARD AS I CAN.



12. MY TEACHER MAKES LEARNING FUN.



13. MY TEACHER ENCOURAGES ME TO MAKE SUGGESTIONS AND GIVE MY IDEAS IN CLASS.



14. MY TEACHER LETS OUR CLASS HELP PLAN.



15. WE DO INTERESTING THINGS IN MY CLASS.



16. I LEARN A LOT FROM MY TEACHER.



17. I THINK MY TEACHER LIKES ME.



18. I LIKE MY TEACHER.



This is suggested for 3 - 6

STUDENT OPINION OF TEACHER FORM

	Most of the time	Some of the time	Hardly Ever
1. My teacher is friendly.			
2. My teacher has a good sense of humor.			
3. My teacher is patient with me.			
4. My teacher is willing to admit mistakes.			
5. My teacher gives me help when I need it.			
6. My teacher treats me fairly.			
7. My teacher lets me tell about things in class.			
8. My teacher gives me work that is interesting to do.			
9. My teacher explains work so that I can understand it.			
10. My teacher answers my questions about school work.			
11. My teacher expects me to work as hard as I can.			
12. My teacher gives assignments that are reasonable in length.			
13. My teacher supports students even when their ideas are different from his/hers.			
14. My teacher makes learning fun.			

	Most of the time	Some of the time	Hardly Ever
15. My teacher encourages me to make suggestions and give my ideas in class.			
16. My teacher lets our class help plan.			
17. We do interesting things in my class.			
18. I learn a lot from my teacher.			
19. I think my teacher likes me.			
20. I respect my teacher.			
21. I think my teacher is a good teacher.			

Add any other comments:

STUDENT OPINION OF TEACHER FORM

This form was jointly developed by representatives of the Student Advocate School Board, Ann Arbor Education Association and the Board of Education.

FROM Teacher to my students in Course Period Date

I am interested in learning what you think about my work as your teacher in this course. Please give me your honest opinion. Do not sign your name.

almost always	most of the time	check	some of the time	one	some of the time	almost never	box
almost always	most of the time		some of the time		some of the time	almost never	

Example: Teacher offers extra help.

1. Teacher seems to know subject matter.
2. Teacher makes subject matter interesting.
3. Teacher explains things clearly.
4. Teacher gives relevant and interesting assignments.
5. Teacher is fair in grading.
6. Teacher is prepared.
7. Teacher is willing to admit mistakes.
8. Teacher makes allowances for students' personal problems.
9. Teacher is considerate of differing opinions.
10. Teacher is willing to give extra help.
11. The teacher's speech and vocabulary are clear.
12. The teacher makes grades available so that you can check your progress.
13. Teacher is patient.
14. Teacher controls noise level of class.
15. Teacher provides relaxed atmosphere in class.
16. Teacher is enthusiastic.
17. Teacher shows a sense of humor.
18. Teacher shows respect toward minority students. Comment.

Does the teacher show any prejudice, for example, racial, sexual, ethnic? Comment.

What do you like about the teacher?

What don't you like about the teacher?

almost always	most of the time	some of the time	almost never
almost always	most of the time	some of the time	almost never

Did you understand what was expected of you? What didn't you understand?

Did the teacher's expectations seem reasonable? Why or why not?

Which class session or unit was most interesting? Why?

Which class session or unit was least interesting? Why?

How could the teacher make the class more interesting?

Was the teacher fair? What wasn't fair?

almost always	most of the time	some of the time	almost never
almost always	most of the time	some of the time	almost never

Were the lessons made clear? What wasn't clear?

How could tests, quizzes, and other grading methods be improved?

Please comment on any of the following: homework, lectures, class discussions, annoying habits of teacher, books.

Add any other comments:

This is suggested for 10 - 12

STUDENT OPINION OF TEACHER FORM

From: _____	Teacher _____	to students in _____	Course _____	Period _____	Date _____		
Please give me your honest opinion of my work as your teacher in this course. Please respond to each question by circling the appropriate number. Responses are keyed to numbers on a scale of 4 (far above average) to zero (far below average), with 2 designated as average. Do not sign your name.							
1. Teacher seems to know subject matter.	very knowledgeable	4	3	2	1	0	not knowledgeable
2. Teacher makes subject matter interesting.	interesting	4	3	2	1	0	boring
3. Teacher explains subject matter clearly.	explains clearly	4	3	2	1	0	explains unclearly
4. Teacher gives assignments relevant to the subject matter.	always relevant	4	3	2	1	0	never relevant
5. Teacher is prepared for daily classwork.	prepared	4	3	2	1	0	unprepared
6. Teacher is considerate of differing opinions.	considerate	4	3	2	1	0	inconsiderate
7. Teacher is willing to give extra help.	willing to help	4	3	2	1	0	not willing to help
8. Teacher's speech and vocabulary are clear.	clear	4	3	2	1	0	unclear
9. Teacher is patient when student doesn't understand the subject matter.	patient	4	3	2	1	0	impatient
10. Teacher is in control of class.	in control	4	3	2	1	0	not in control
11. Teacher provides a relaxed atmosphere in class.	relaxed atmosphere	4	3	2	1	0	tense atmosphere
12. Teacher is enthusiastic.	enthusiastic	4	3	2	1	0	bored
13. Teacher shows a sense of humor.	sense of humor	4	3	2	1	0	no sense of humor
14. Teacher encourages students to participate in discussions and ask questions.	encourages	4	3	2	1	0	discourages
15. Teacher challenges me to do my best.	challenges	4	3	2	1	0	doesn't challenge
16. Teacher is fair in grading.	fair	4	3	2	1	0	unfair
17. Teacher makes grades available so that you can check your progress.	available	4	3	2	1	0	not available
18. Teacher holds regular review sessions before tests.	adequate reviews	4	3	2	1	0	never reviews
19. Teacher returns assignments promptly.	prompt returns	4	3	2	1	0	slow returns
20. Are there enough tests, quizzes, and assignments?	too many	4	3	2	1	0	too few
21. Was there enough discussion before tests, assignments, etc. so that you knew what to expect?	adequate discussions	4	3	2	1	0	inadequate discussions
22. How would you rate discussions following tests, etc? (Did you understand the mistakes you made?)	adequate explanations	4	3	2	1	0	never gives explanations

23. Did you receive enough individual attention?	adequate attention	4	3	2	1	0	not enough attention
24. Was the teacher fair in relationships with students? What wasn't fair?	fair	4	3	2	1	0	unfair
25. Is the course material presented in a way that shows any prejudice on the basis of racial, sexual, or ethnic group? Please comment.							
26. Does the teacher show any prejudice or biased feelings in dealing with minority students? Please comment.							
27. What do you like about the teacher?							
28. What don't you like about the teacher?							
29. Which class session or unit was the most interesting? Which class session or unit was the least interesting? Please comment.							
30. How could the teacher make the course more interesting?							
31. How could tests, quizzes, and other grading methods be improved?							
32. Would you recommend this course to someone else? Why, or why not?							
33. Please comment on any of the following: homework, lectures, annoying habits of the teacher, books.							
34. Any additional comments:							

APPENDIX I

Letter of Intent

It is understood that teachers agree to utilize the conference days scheduled within the calendar for the purpose of conferring with parents. The teacher is free to establish the conference schedule. It is understood that elementary teachers will make an effort to meet with all parents either at Parent Conference time or during the school year. Secondary teachers will make an effort to meet with all parents who desire or need a conference.

APPENDIX J

Letter of Understanding

It is recognized by both parties that some classes, because of limited space or work stations, or for other kinds of considerations, may need to have different class sizes than others. The Board agrees to attempt to limit enrollment to less than the number listed below. The following list itemizes what shall be the absolute limit for specific classes.

Child Care	25
Office Lab, Chemistry, & Physics (6-station room)	28
Auto Shop, Welding	29
Home Economics, Chemistry (7-station room)	
Physics, Graphics	
Electronics, Building Trades	
Machine Shop, Foods	30
Typing	38
Physical Education	45
Art Classes, Biology, Drafting, General	
Woods, Small Engines, Journalism	33
Language Arts classes requiring	
extensive writing by students	28

It is understood that these limits apply at both Middle and High School levels.

APPENDIX K

Letter of Intent

Should the Board of Education fund coaching/sponsor positions for Hockey, Soccer, Cheerleading, Pom, Middle School Football, Assistant Tennis, Equestrian, Assistant Boys' and Girls' Skiing, Ass't Wrestling, and Middle School Ski Club, volunteers, who are not regularly employed teachers and who hold these positions as of the 1985-86 school year, shall be allowed to remain in the positions until such time as they resign or are not reemployed by the Board of Education.

APPENDIX L

Letter of Intent

Teachers who apply for an infant care leave may, in accordance with the provisions contained in Article XI, choose to work for as long as they are able prior to giving birth providing arrangements have been made for a substitute teacher.

Signed this 30th day of August 1989

Washtenaw-Livingston Education
Association/Brighton Unit

by Deborah Bozin
Unit Director

by Kathleen A. Brownlee
Secretary

by Kevin S. McMahon
Treasurer

by Deborah Bozin
Negotiation Chairperson

by Kathleen A. Brownlee

by Pauline B. Schaffer

by C. Barbara Zacher

by Tracy H. Adams

by Wendy Stokes

by Marygrace Britt

by Wendy Adams

Brighton Area School Board of Education

by Sally Conklin
President

by Ann J. O'Connell
Secretary

by Sharon J. Olive
Treasurer

by Mike Williams
Negotiation Chairperson

by Kevin McMahon
Superintendent





