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MASTER CONTRACT

## BETWEEN

# BRITTON-MACON BOARD OF EDUCATION

AND

# BRITTON-MACON EDUCATION ASSOCIATION

1989 - 1990 1990 - 1991 1991 - 1992

LABOR AND INDUSTRIAL RELATIONS COLLECTION Michigan State University

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#### PROFESSIONAL EMPLOYMENT CONTRACT

This contract entered into this 11th day of September, 1989 between the Board of Education of the Britton-Macon Area School, hereinafter called the "Board" and the Lenawee County Education Association, hereinafter called the "Association" affiliated with the Britton Education Association, hereinafter called the "B.E.A.", the Michigan Education Association, hereinafter called the M.E.A., and the National Education Association, hereinafter called the "N.E.A.".

The parties hereto after deliberate negotiations pursuant to Act 379 of Michigan Public Acts of 1965 mutually agree as follows.

## ARTICLE I

## RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 for all certified teaching personnel whether under contract or on leave.

The term "teacher" when used hereinafter in the agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above and references to male teachers shall include female teachers.

#### ARTICLE II

### BOARD RIGHTS AND POLICIES

- A. Management Rights Clause: The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation, all powers upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but not limiting the generality of the foregoing the right:
  - To the executive management of and administrative control of the school system and its properties and facilities, and the Professional activities of its employees as the activities pertain to the school.
  - To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.

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 To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.

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- To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- To determine class schedules, the hours of instructions, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching professional activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States.

- To determine the number and location or relocation of its facilities including the establishment or relocations of new schools, building, departments, divisions, or subdivisions, buildings or other facilities.
- To determine the financial policies including all accounting procedures and all matters pertaining to public relations.
- B. The Board reserves the right to promulgate new policies or modify existing policies from time to time as the need arises, but not in conflict with the express provisions of this contract.

## ARTICLE III

#### "TEACHERS" RIGHTS

A. Pursuant to Act 379 of the public Acts of 1965, the Board hereby agrees that all certified teaching personnel shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this agreement.

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- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulation. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The teachers in Britton shall have the right to use school facilities for meetings upon notifying the Principal of the building to be used as long as such meetings do not interfere with the regularly or previously scheduled school activities. Requests for evening or weekend use will be subject to the approval of the Superintendent of Schools when requested in writing in advance. The teachers in Britton shall pay the total cost of all materials and supplies.
- D. Duly authorized representatives of the teachers in Britton respective affiliates shall be permitted to transact official Association business on school property after school hours. Contacts other than this must meet with the approval of the Administration.
- E. The teachers in Britton shall have the right to use school equipment upon approval of the Principal or Superintendent. It is understood that said equipment shall not be removed from the school.
- F. The teachers in Britton may use the teacher mail boxes for communication to teachers.
- G. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as is public information and will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

H. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or outside school political activities. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status, or national origin.

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- The rights granted to the Association shall not be granted or extended to any competing labor organization during the life of this contract.
- J. The Board shall place on the agenda of each regular meeting for consideration under "New Business" any matters being presented by the Association as long as these matters are presented to the Superintendent's office 80 hours prior to said meeting. Position on the agenda will be determined by the Superintendent. An agenda will be available to the B.E.A.'s President at the office.
- K. It is agreed that any teacher, the Teachers' Association or the Board shall have the right during the terms of this Contract to bring matters not covered herein but of common concern to the attention of the Administrative Staff, or to the Professional Study Committee of the Teachers' Association for its study and recommendation, it being understood that no such matters shall become the subject of negotiation except by mutual consent.
- L. Each teacher shall have the right, upon request, to review contents of his own personal file. A representative of the Association may, at the teacher's request, be present at such review. The personal file shall contain the following minimum items of information:
  - 1. Annual TB report
  - 2. All teacher evaluation reports
  - 3. Copies of all annual contracts
  - Transcript of academic records
  - 5. Social Security number

The contents of any teacher's file shall not be divulged to any unauthorized person. Privileged information such as confidential credentials, letters of reference from universities or colleges, individuals, or previous employers are specifically exempted from such review. The administration shall remove such credentials and confidential reports from the file prior to a review of the file by the teacher.

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M. Teachers who have been found negligent in their duties as regards to the Michigan School Code, the Master Agreement Local School Board Policies, or Administrative directives will be subject to reprimand. Four copies will be made of all reprimands with one copy placed in the teacher's personnel file, two copies given to the teacher, and one copy forwarded to the President of the Association. If the teacher wishes to respond to said reprimand he or she may do so on one of their two copies and shall return it to the person issuing the reprimand within forty-eight hours. Prior to filing the reprimand in the teacher's personnel file, the teacher may request a meeting with the Administrator at which time he may have a representative of the Association present.

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#### ARTICLE IV

#### FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS

- Any teacher who is a member of the Association or who has A. applied for membership, may sign and deliver to the Board an assignment authorizing deductions of dues for the M.E.A., N.E.A., L.C.E.A., and B.E.A. which sums shall be specified in writing to the Superintendent by the Association by September 15 of each school year and shall not be subject to change during the entire school year. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the M.E.A. constitution and by-laws. It is expressly understood that the Board of Education need honor only one authorization form per year per teacher. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, from the regular check of the teacher each month for ten months. beginning in September and ending in June of each year. Any teacher who shall not perform services for an entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract.
- B. Each teacher shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Contract, whichever is later, join the Association, or pay a Service Fee to the Association, equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

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C. The teacher may authorize payroll deduction for such fee. In the event that the teacher shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each teacher. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

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D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings, bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. The Board is not obligated to deduct Association assessments or contributions.

## ARTICLE V

#### WORKING HOURS AND CONDITIONS

- A. Teachers shall arrive at school no later than twenty (20) minutes prior to the start of the regularly scheduled school day and shall not leave earlier than twenty (20) minutes after the close of the regularly scheduled school day. Teachers may leave school on Fridays and days preceding a holiday when classes have been dismissed and the buses have left.
- B. Teachers shall be at their teaching stations ten (10) minutes before the start of classes in the morning and remain at a designated station approved by the administration for ten (10) minutes at the conclusion of the school day.
- C. Teachers shall make themselves available for general staff meetings during the school year which will not last more than one hour beyond the students' normal school day. Teachers shall be given one week notice of a general staff meeting. Not more than one meeting per month will be held without approval of the Association.

D. The normal weekly teaching load for junior high and senior high teachers shall include five preparation periods, five assigned non-teaching periods, and twenty-five teaching periods. Without his/her consent, no teacher shall be assigned to more than thirty periods of pupil contacts per week. It is recommended whenever possible that inexperienced teachers be assigned to the lowest class size at their teaching level and be given no more than three preparations per semester. These assignments are based on a seven period day.

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Hours and functions of Special Schedule teachers such as counselors, librarians, music teachers, speech correctionists, art teachers, physical education teachers, health teachers, and other special teaching classifications shall be arranged cooperatively between the administration and the teacher involved in a reasonable and consistent manner.

- E. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to that received by their students. Elementary teachers will have a 50 minute lunch period while their students have a support staff supervised lunch and recess (2 shifts).
- F. Based on a seven period day a teacher who shall teach more than the normal teaching load as set forth above shall reeive additional compensation amounting to 1/7 of the teacher's base pay for five additional pupil contact periods per week.
- G. A teacher engaged during the school day at the request of the Board in negotiating or participating in a grievance negotiation shall be released from regular duties without loss of salary.
- H. Each teacher and the school administrators will act as true professionals while working for and representing the Britton Macon Area Schools. The Britton Education Association will encourage attendance by all teachers at major school functions such as athletic events, PTO programs, programs of school and community interest, plays, open houses, or any other programs which will foster a good relationship within the community. Professional attendance clearly indicates to the public that teachers are interested in the promotion and execution of a good school program.
- Teachers shall not leave a class unattended, and shall be responsible for the supervision of students under their direction.

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- J. Teachers who will be affected by a change in grade assignments in elementary school grades will be notified prior to July 15. If the elementary teacher is not notified prior to the above date he/she may assume that he/she will have the same grade assignment as he/she had the previous school year.
- K. Teachers who will be affected by a change in subject assignments at the junior and senior high level will be notified and consulted as soon as practicable, and when possible, prior to July 1. In no event will changes in teacher's schedules be made later than the 15th day of August preceding the opening of the school year. All changes after this date will be on a voluntary basis.
- L. School Calendar: The Board and the Association agree upon the School Calendar as specified subject to change should it be necessary to achieve a minimum of 180 student attendance days as recognized by the State to qualify for state-aid and four.(4) in-service days as specified in the school calendar. The March in-service day shall be used as a snow make up day, if necessary, and the scheduled in-service day would be cancelled with the exception of the years when a County in-service day is scheduled.
- M. Fall Parent-Teacher Conferences for K-12 shall be held in mid-November following the 9 week marking period. During the week of conferences, students shall have a half day of classes followed by conferences from noon to 3 p.m. and from 6-9 p.m. There will be a half day of school scheduled for students and teachers on the Wednesday before Thanksgiving.

Spring Parent-Teacher Conferences will be held the first Friday following the end of the third marking period. Students will attend school until 11:00 a.m. Parent-Teacher Conferences will be held from 12:00 noon until 3:00 p.m.

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		DIATE SCHOOL DISTRICT HOOL YEAR CALENDAR	Table Agreement 3/16/58
JULY 1989	SHTWIFS	STUDENT DAYS	TEACHER DAYS
	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	July 4	
ALGEST 1989	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	In-Service 3	4
SEPTIMER 1989	I I 2   3 4 5 6 7 8 9   10 11 12 13 14 15 16   17 18 19 20 21 22 23   24 25 26 27 28 29 30	Labor Day '	20
OCTOBER 1989	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	. 22	22
NOVEMBER 1989	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Thanksgiving Break	20
DECEMBER 1989	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Christmas Break 13	90 Student Days 92 Teacher Days
JAMIARY 1990	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	Christias Break (continued) Bactri's Dav 12 B	232 13 · · · · · · · · · · · · · · · · · · ·
YEBRUARY 1990 MARCE	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	22	- <u>91 Studeut linya</u> 92 Fencher linya
1990	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	In-Service or snow day nake-up+ 21	22
APRIL 1990	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Spring Break (Easter 15ch) 15	15
<u>мау</u> 1990	1   2   3   4   5     6   7   8   9   10   11   12     13   14   15   16   17   18   19     20   21   22   23   24   25   26     27   24   29   30   31	Memorial Day 22	22
JUNE 1990	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Record's Day 4	6
		TOTAL 180	184

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CODES: VACATION DAYS A IN-SERVICE DAYS ORDER OF MAKE-UP DAYS: March 5, June 7, 8, 11, 12, etc. \*Because this calendar has local district implications, districts not requiring 184 teacher days may use the March inservice day as a lare winter break or snow make-up day.

					LEN			RMEDIATE SCHOOL DISTRI SCHOOL YEAR CALENDAR	CT	Table Agr	eemenz 5/16/88	
JULY 1990	S 1 8 15 22 29	29	3 10	4 11 18	T 5 12 19 26	F 6 13 20 27	S 7 14 21 28	July 4	STUDENT DAYS	TEACHER DAYS		
ALGUST 1990	5 17 19 26	6 13 29	7 14 21 28	1 8 15 27 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	In-Service	4	5		
SEPTEMBER 1990	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 27 29	Labor Day				(31)
OCTOBER 1990	7 14 21 28	15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	County In-Service	19 22	19 23		
NOVEMBER 1990	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 27 30	3 10 17 24	Thanksgiving Break		20		
DECEMBER 1990	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26		7 14 21 28	1 8 15 22 29	Christmas Break	13		92 Tencher Days	3 <b>9</b> .)
JANUARY 1991	6 13 20 27	7 14 21 28	15 22 29	2 9 16 23 30	3 10 17 24 31	4	5 12 19 26	Christmas Break (continued) <u>Record's Dav</u>	119	12 -	Виув Виуя	-
FEBRUARY 1991	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22	2 9 16 23	ş	20	20	91 Bludeut Daya 92 Teachar Daya	
<u>March</u> 1991	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	Spring Break (Easter 31st)	20	20	ur Dayn	
APRIL 1991	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	Spring Break (cont.	.) 17	17		2
<b>MAY</b> 1991	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	Memorial Day	22	22		
JUNE 1991	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	13 20 27	7 14 21 28	1 8 15 22 29	Record's Day	3	4		
CODES: ORDER OF MA	П КЕ-U	VAC. P DA	ATIO YS:	Jun	rs e 6,	<i>∧</i> ,,	IN-S 10, 1	TOTAL ERVICE DAYS 1, atc.	180	184		

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					LEN			ERMEDIATE SCHOOL DISTR SCHOOL YEAR CALENDAR		Table Agreement	5/16/88	
JULY 1991	5 7 14 21 28	M 1 15 22 29	T 2 9 16 23 30	3 10 17 24	4 11 18		S 6	July 4	STUDENT DAYS	TEACHER DAYS		
AEGUST 1991	4 11 18 25	5 12 92	6 13 20 27	7 14 21 28	1 8 15 27 29	2 9 16 21 30	3 10 17 24 31	In-Service	4	5		
<u>SEPTEMBER</u> 1991	1 8 15 22 29	21 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 17	7 14 21 28	Labor Day	20	20		1
OCTOBER 1991	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26		23	-		l
Sovember 1991	3 10 17 24	.4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	Thanksgiving Break	19	19		
DECEMBER 1991		16 23	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	Christmas Break	15	15	90 Student Days 92 Teacher Days	
JANUARY 1992	19	20	7 14 21 28		23	12	4 11 18 25	Christmas Break (co Record's Dav	9 10	10	Days	
FEBRUARY 1992	2 9 16 23	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20	7 14 21	1 8 15 22 29	;		10	90 Btu	
MARCH 1992	1 8 15	A 9 1 16 1 23 2	3 LO	4 11 18	5 12 19	6 13 20	7 14 21 28	In-Service or snow day make-up*	20	20	U Bludent Daya Z Tonchut Daya	
APRIL 1992	5	6 13 1 20 2	7	22	16	17 1	4 11 18 25	Spring Break (Easter 19th)	21	27	261	1
MAY 1992	- 3 10	4 11 1	5	6 13 20	7 14 21	22	2 9 16 23 30.	Memorial Day		3		
JUNE 1992	7 14 1 21 2	8 15 1 12 2	6	3 10 17 24	18 1	19 2	6 1.3 20 27	Record's Day	20 .3	20		
CODES:	ACATT			^	TN		17.05	TOTAL	180	184		

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CODES: VACATION DAYS A IN-SERVICE DAYS ORDER OF MAKE-UP DAYS: March 2, June 4, 5, 8, etc. \*Because this calendar has local district implications, districts not requiring 184 teacher days may use the March inservice day as a late winter break or snow make-up day.

#### ARTICLE VI

#### TEACHING CONDITIONS

The parties recognize the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teachers and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect to an effective educational program, the parties agree that class size should be lowered whenever possible.

The Board agrees to consult regularly with the Association in regard to class size, but class size will be determined by the Administration.

B. The Board recognizes that appropriate texts, library reference facilities, adequate maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaires and similar materials are tools of the teaching profession. The parties may confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association.

The Association and its teachers involved shall submit acceptable evidence to the Board annually that such materials have been properly and adequately used.

C. The Board shall make available in each school, restroom and lavatory facilities exclusively for teacher use; and a room shall be provided for use as a faculty lounge in which smoking shall be permitted.

The faculty lounge is the only area in the school building in which teachers may smoke.

- D. The faculty lounge shall contain a bulletin board for the dissemination of material and information by teachers.
- E. All teachers shall file a lesson plan for the succeeding week in the school principal's office each Friday.
- F. The Board agrees to employ a teacher or teachers, if in its sole discretion it finds it to be financially feasible, to supervise programs of Music, Art, and Physical Education in the elementary schools.

- 6. Those legal holidays as recognized by the General School Laws of the State of Michigan shall be recognized in the contract and school shall be closed on the appropriate days, designated therein.
- H. Elementary teachers (K-4) will be provided two (2) duty-free relief periods each day not less than 15 minutes each in length. Elementary teachers of grades 5-6 will be provided one afternoon duty-free relief period each day not less than 20 minutes in length. On inclement weather days, teachers will rotate "in room" recess so that not more than two classrooms of students are in the multi-purpose room at any single recess period. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. In the event special classes conflict with recess, then recess time will be forfeited. Further, on regular physical education days, one recess period will be deleted.
- I. Should an elementary teacher be required to assume teaching duties during his or her preparation time (while their students are in art, physical education, music only) additional remuneration will be made at the prorated rate of \$10.50 for <u>1989-90</u>, \$11.00 for <u>1990-91</u>, and \$11.50 for <u>1991-92</u> per fifty minute teaching period. High school teachers substituting during their preparation period will be paid at the rate of \$10.50 for <u>1989-90</u>, \$11.00 for 1990-91, and \$11.50 for 1991-92 per class period.

It will be the responsibility of the teacher to report to the office at the end of the day to fill out the substitute teachers time report.

#### ARTICLE VII

#### VACANCIES AND PROMOTIONS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Whenever a vacancy arises the Superintendent shall publicize the same by giving written notice of such vacancy during the contracted school year to the Association. This written notice will be deposited in the B.E.A. president's mail box.
- B. No vacancy which occurs during the school year shall be filled except in case of an emergency on a temporary basis until such vacancy shall be posted for at least two (2) full school days.

C. If a teacher desires to change his/her teaching position within the system as vacancies occur during the summer he/she shall place his request in the Superintendent's office in the form of a letter of application prior to the summer vacation.

## ARTICLE VIII

#### PROFESSIONAL AND ASSOCIATION LEAVES

A. The Board agrees to reimburse all or part of the expenses (up to \$75.00) of teachers who request in writing to attend conferences, clinics, work shops, and seminars when such request is approved by the Principal and Superintendent.

Requests to attend are to be made at least one (1) week in advance. The conference shall be limited by substitute and conference funds available and the number of requests received. It is expressly understood that this reimbursement shall in no way be construed to be a lease of a teacher's vehicle.

- B. Reimbursement of expenses of teachers attending conferences, clinics, work shops, and seminars pertaining to extracurricular organizations are to be paid by the said organization. No reimbursement will be given by the Board of Education to school or non-school personnel unless authorization has been granted prior to said conference by the Principal or Superintendent. It is expressly understood that his/her reimbursement shall in no way be construed to be a lease of a teacher's vehicle.
- C. Any teacher called involuntarily for jury duty shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. Said teacher shall report to their teaching station immediately following their release from this duty.
- D. A Britton-Macon Education Association officer or his/her designated representative upon proper application to the Principal may be given a leave of absence without pay for the purpose of performing duties for the Association. No one leave shall be greater than four (4) consecutive school days in duration. Nor shall the Association use more than four (4) school days per year. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association leave time shall be used in blocks of no less than one (1) day at a time.

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## ARTICLE IX

#### AUTHORIZED LEAVE AND ABSENCES

#### A. SICK LEAVE

Teachers shall be allowed ten (10) days sick leave per year and shall be entitled to an accumulation of the unused portion of each year's ten (10) days sick leave, accumulative to a maximum of one hundred ten (110) days. Days accumulated over the one hundred ten (110) days will be reimbursed at the rate of fifteen dollars \$15.00) per day, reimbursable at the end of each year. Teachers absent three (3) or more consecutive days because of illness may be requested to present a doctor's certificate to the Superintendent.

Borrowing in advance of accumulated days shall not be permitted except that a teacher shall be allowed to use ten (10) days of sick leave in the current school year from the first day of school. Should a teacher leave the employ of the Board during the school year without sufficient accumulation of sick days as herein above specified a pro rata deduction shall be made from his/her last pay check for any deficiency thereof.

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave days may be granted a leave of absence without pay for the balance of the school year. The Board of Education may renew the leave of absence for one year upon written request of the teacher.

#### B. PERSONAL LEAVE

Teachers shall be allowed one (1) day per year of Personal Leave upon written application to the Principal or Superintendent. Personal Leave days are non-accumulative and shall not be deducted from the teacher's Sick Leave. Applications for Personal Leave must be made at least three (3) days prior to absence (except in an emergency) and must be approved by the Principal and Superintendent. The teacher will not have to state the reason for the Personal Leave Day on the application. The Principal and the Superintendent shall not be obligated to grant more than two (2) applications for any one day.

A teacher may not use a personal day prior to the beginning of a vacation nor on the first day at the conclusion of a vacation without obtaining approval from the Principal.

C. Teachers shall be allowed one (1) day per year of Personal Business. An application shall be made to the Principal or Superintendent stating the reason for the day. Applications for Personal Business leave must be made at least three (3) days prior to absence (except in an emergency) and must be approved by the administration. The administration shall not be obligated to grant more than two (2) applications for any one day.

This day shall not be used for any social, recreational, vacation, or travel for recreation/vacation purposes nor in conjunction with a Personal Leave Day.

A teacher may not use a Personal Business day prior to the beginning of a vacation nor on the first day at the conclusion of a vacation without obtaining approval from the administration.

The personal business day if unused shall be added to the teacher's accumulated sick leave.

D. FUNERALS

Teachers are allowed up to a maximum of five (5) days per year for the death of a wife, husband, or child. Three (3) days per year will be allowed for the death of a father, mother, brother, sister, mother-in-law, father-in-law. These days shall not be deducted from the Teachers Sick Leave Days. This shall apply only if the death occurs within five (5) days of a scheduled working day.

Time necessary for attendance at the funeral service of a person other than described in the above paragraph shall be granted at the discretion of the Superintendent or Principal. This time shall be deducted from the Teacher's Sick Leave Days.

#### E. MATERNITY LEAVE

- Maternity leave shall be granted under this article without pay and shall be granted up to a maximum of one year renewable at the discretion of the Board.
- For a teacher's maternity request to be approved, the teacher shall notify the Board of her pregnancy sixty days prior to the expected date of birth.
- 3. Upon granting of said leave by the Board of Education the teacher shall be entitled to return to the school system upon the expiration of said leave upon filing with the Superintendent a written statement by a physician of her proper health.
- A teacher shall make written application to the Superintendent for reinstatement 60 days prior to the expiration of the maternity leave granted by the Board of Education.

- Failure to make application to return from maternity leave 60 days prior to the date specified said leave shall be conclusively deemed resignation.
- 6. Should a teacher contracted for a year's teaching assignment take maternity leave as a result of an unexpected birth, said teacher, if rehired as a substitute during her maternity leave will be placed on the substitute teacher salary schedule.

## F. MATERNITY SICK LEAVE

In addition to the above provisions for unpaid maternity leave, a pregnant teacher shall have the right, if she so desires, to receive sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood this shall not include normal child care and the teacher may be entitled to avail herself of the foregoing unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of this paragraph. The following provisions shall apply:

- 1. All pregnant teachers shall notify the administration of pregnancy at least sixty days prior to the expected date of birth. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date of birth of the child. Said notification shall be filed with the Superintendent of Schools.
- A teacher absent three (3) or more consecutive days because of illness may be requested to present a doctor's certificate to the Superintendent.
- To receive sick leave payments the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.

## ARTICLE X

# PROTECTION OF TEACHERS

A. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault providing the teacher has complied with established Administrative and Board policies.

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- B. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board may provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- C. Time lost by a teacher in connection with any incident mentioned in this article may not be charged against the teacher if the teacher is found innocent of the charge.
- D. A teacher may exclude a pupil from class for the day 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. In such cases the teacher shall furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing each time a student is excluded from the classroom.

#### ARTICLE XI

## LAY OFF PROCEDURE

The Association and the Board realize that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the education program, curriculum, and staff when funds are not available, hereby agree as follows:

A. It is hereby specifically recognized that it is the sole prerogative of the Board of Education to reduce the educational program and curriculum when economic necessity dictates. The Board of Education will determine which areas in the total educational program will be eliminated or curtailed.

#### B. Definitions:

- For the purposes of this article seniority is defined to mean the amount of time an individual is continuously employed within the district as a certificated teacher.
- "Qualified" shall be defined as meeting State Department of Education certification requirements and the University of Michigan accreditation standards.
- "Days" shall be defined as calendar days.

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- 4. A Board approved leave of absence or lay-off shall not interrupt continuous years of service. Continuous service shall be interrupted when a teacher resigns, retires, or is discharged for just cause.
- C. When the educational program and curriculum are curtailed, the following procedure will be used in order to promote an orderly reduction in personnel:
  - Probationary teachers will be laid off first based on seniority where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
  - 2. In the event further teachers must be laid off, then tenure teachers with the least number of continuous years of service in the Britton-Macon Area School will be laid off provided there remain fully qualified and certified teachers to replace and perform all the needed duties of the laid off teachers. Seniority rights shall not supersede tenure rights.
  - Assignments will be made so that the highest seniored, tenured, certified, and qualified staff persons will be employed when implementing and interpreting this provision.
- D. Teachers shall be placed upon the seniority list in accordance with the following procedures:
  - By date of hire as defined by the teacher's first paid working day of the school year.
  - 2. Ties shall be broken by a lottery conducted under the joint auspices of the Association and a representative of the Board. Any employee leaving employment as defined above will be dropped from the seniority list without affecting the relative order of the remaining employees. Notification of all drawings shall be made to participants at least five (5) days in advance.
- E. A finalized seniority list shall be published and posted by November 1 of each year for that current year's membership. On the first working day of the school year, the Association will be provided a working copy of an updated seniority list for the purpose of circulating to their membership. At the end of three (3) weeks, revisions will be forwarded to the Superintendent for the preparation of the finalized list.

- F. Seniority teachers shall be recalled for new positions opening for which they are certified and qualified in inverse order of lay off. A teacher on lay off shall leave a current permanent address where he/she receives mail. Failure to do so will result in loss of recall rights unless the employee accepts or rejects the recall in writing within 21 days of his/her notification as dated on return receipt. The Board shall notify the teacher of intent to recall him/her to a position by certified return-receipt The teacher shall accept or reject the recall in mail. writing within twenty-one (21) days of his/her notification as dated on return receipt. A failure to respond within the allowed time limit will result in loss of rights to recall. The recalled teacher shall return to employment at Britton-Macon Area School within 10 working days unless said teacher is contractually bound at other employment. In that case, said recalled teacher must be ready to resume employment on the first working day of the new school year.
- G. Any teacher on lay off who obtains new certification or certification endorsements shall not have the right to "bump" any currently employed teacher, but shall be recalled for any vacancy for which he/she is certified and qualified. Once recalled, said teacher shall retain his/her position on the original seniority list.
- H. Teachers on lay off or Board approved leave of absence shall retain their position on the seniority list, but will not add to their position on the salary schedule during lay off or leave of absence.

The Board agrees to assist teachers who have been terminated because of necessary reductions in personnel, district annexation or district consolidations, as they seek employment in other school districts.

# ARTICLE XII

#### EVALUATION OF PROFESSIONAL PERSONNEL

Recognizing that evaluations of the employment activities of professional personnel, both probationary and tenured, are important and necessary for the improvement of teaching and for sustaining high-quality teacher performances, the following procedures are agreed to:

- A. Probationary teachers are to be evaluated at least three (3) times each school year.
- B. Tenured teachers are to be evaluated at least one (1) time every other school year.

C. Evaluations will be conducted by the Superintendent or his designee or the building Principal.

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- D. Evaluations will include a personal interview (conference), preferably within ten (10) days of a visitation, at which time two (2) copies of the written evaluation shall be submitted to the teacher.
- E. The evaluation shall include, but is not limited to, teaching activities which were observed with recommendations for the improvement of those which are unsatisfactory.
- F. Each evaluation shall include the statement, "I have read this evaluation", and shall be signed by the teacher, one copy to be returned to the administrator.
- Space will be reserved on the written evaluation for a teacher's comments pertaining to that evaluation.
- H. No teacher shall be disciplined without just cause. Those items specified in Article XIV paragraph B. (Grievance Procedure) shall not constitute discipline.

## ARTICLE XIII

## PARENTAL GRIEVANCE PROCEDURE

- A. It is recommended that the Board and the Administration refer all parental grievances to the proper channel before acting on any complaints concerning a teacher.
  - The procedure shall be as follows:
    - a. Any parent, complaining to a board member or to the Administration will immediately be referred the teacher concerned whereby both the teacher and the parent may hold a conference if so desired.
    - b. If no satisfaction is derived by the parent in the teacher-parent conference, the parent will then confer with the Administration. However, the Administration must first discuss the problem with the teacher so that the teacher's view is understood.
    - c. If no satisfaction is derived in step "b" the parent will then be allowed to approach the Board with his problem. In doing so the teacher may be present in order to explain his or her view. This step will require a written notice of the conference to the teacher. If the teacher chooses not to be in attendance at this meeting

the Administration will present the teacher's view.

- If such parental complaint is to be made a part of the teacher's personnel file or a matter of written record, the teacher may submit a written statement to be attached to and filed with the original complaint.
- This provision shall be published in the Principal's Newsletter.

## ARTICLE XIV

# PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher of the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement, or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. The following matters shall not be a basis of any grievance filed under the procedure outlined in this Article:
  - The termination of services of failure to re-employ any probationary teacher.
  - The placing of non-tenure teacher on a third year of probation.
  - The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
  - Any matter involving teacher evaluation.
- C. The grievance procedure shall not apply to Discharge or Demotion when the Tenure Act prescribes or denies a procedure or authorizes a remedy.
- D. Should a teacher feel that a violation is in evidence the steps or procedure are as follows:
  - The Grievant may invoke the formal grievance procedure in writing, signed by the Grievant and a representative of the Association. A copy of the written grievance shall be delivered to the Principal or his/her designee, within five (5) school days of the alleged violation.

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- Within five (5) school days the Principal or his Designee shall meet with the Association grievance committee on the grievance and shall indicate his/her disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
- If the Grievance Committee is not satisfied with the disposition of the grievance by the Principal or his/ her Designee, within five (5) school days they shall submit the grievance in writing to the Superintendent.
- 4. Within five (5) school days the Superintendent or his/her Designee shall meet with the Association grievance committee on the grievance and shall indicate his/her disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
- 5. If the Grievance Committee is not satisfied with the disposition of the grievance by the Superintendent or his/her Designee, within five (5) school days, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other Designee of the Board. The Board no later than its next regular meeting or two (2) calendar weeks, which-ever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made not later than three (3) school days thereafter. A copy of such disposition shall be furnished to the Association.
- 6. Individual teachers shall not have the right to process a grievance at this level. If the Association is not satisfied with the disposition of the Grievance at level three, it may, within ten (10) school days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to peremptorily strike not more than three from the list of arbitrators.

Neither party may raise a new defense of ground at this level not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) school 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.

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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 the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

Powers of the arbitrator are subject to the following limitations:

- a. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- b. He/she shall have no power to establish salary scales or to change any salary.
- 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.
- 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 give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
- He/she shall have no power to interpret state or federal law.
- He/she shall not hear any grievance previously barred from the scope of the grievance procedure.

After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it

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# SCHEDULE A

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# BRITTON-MACON SALARY SCHEDULES

	STEP	<u>B.A.</u>	<u>B.A. + 15</u>	<u>M.A.</u>	M.A. + 15
(1989-90)	0 1 2 3 4 5 .6 7 8 9 10 11	21,233 21,970 22,702 23,433 24,167 24,895 25,630 26,363 27,096 27,826 28,560 29,562	22,214 22,954 23,702 24,443 25,186 25,929 26,672 27,412 28,157 28,898 29,640 31,943	23,215 23,968 24,718 25,471 26,225 26,979 27,731 28,485 29,236 29,990 30,743 32,662	23,911 24,661 25,417 26,170 26,924 27,682 28,428 29,182 29,935 30,687 31,440 33,384
	14		32,722	33,441	34,165
	19		33,501	34,221	34,946
(1990-91)	0 1 2 3 4 5 6 7 8 9 10 11 14 19	22,507 23,288 24,064 24,839 25,617 26,389 27,168 27,945 28,722 29,496 30,274 31,336	23,547 24,331 25,124 25,910 26,697 27,485 28,272 29,057 29,846 30,632 31,418 33,860 34,685 35,511	24,608 25,406 26,201 26,999 27,799 28,598 29,395 30,194 30,990 31,789 32,588 34,622 35,447 36,274	25,346 26,141 26.942 27,740 28,539 29,343 30,134 30,933 31,731 32,528 33,326 35,387 36,215 37,043
(1991-92)	0 1 2 3 4 5 6 7 8 9 10 11	23,857 24,685 25,508 26,329 27,154 27,972 28,798 29,622 30,445 31,266 32,090 33,216	24,960 25,791 26,631 27,465 28,299 29,134 29,968 30,800 31,637 32,470 33,303 35,892 36,766	26,084 26,930 27,773 28,619 29,467 30,314 31,159 32,006 32,849 33,696 34,543 36,699 37,574	26,867 27,709 28,559 29,404 30,251 31,104 31,942 32,789 33,635 34,480 35,326 37,510 38,388
	19		37,642	38,450	39,266

## SCHEDULE A - CONTINUED

- Full credit shall be granted for previous teaching experience earned in other schools. this shall not exceed five years.
- Twenty dollars per credit hour earned beyond permanent certification or continuing certification. The fee will be payable in October and will not be permanently added to the teacher's salary.
- The re-employment of teachers honorably discharged from the military service shall be in accordance with the law.
- Full Family Hospitalization with MESSA Super Care 1 will be provided by the Board.

In September 1989, the Board shall issue a check in the amount of \$50.00 to each person covered by health insurance with self only coverage and \$100.00 to each person with more than self coverage.

In September 1990, the Board shall issue a check in the amount of \$25.00 to each person covered by health insurance with self only coverage and \$50.00 to each person with more than self coverage.

In September 1991, the teacher will assume the cost of the deductible.

For those teachers not using the hospitalization plan: \$40.00 per month over three years of the agreement will be allowed in the form of an annuity or any MESSA Option.

If three additional staff elect to take the annuity option than are currently taking the option, then the amount shall be increased to \$1,000/year or \$83.33/month. If the increase in number of staff falls below the three, then the annuity amount shall be returned to \$40/month.

5. A teacher who retires or leaves the system after serving at least five years in this system, shall receive \$15.00 per day for all three years of the agreement for all unused accumulated sick days, up to a total of sixty (60) days.

A teacher who retires pursuant to the Michigan School Employees Retirement Act after serving at least ten (10) years in this system, shall receive \$20.00 per day for all three years of the agreement for all unused accumulated sick days up to a total of one hundred ten (110) days.

Teachers may purchase MESSA Options through payroll deductions.

- The Board will provide MESSA Dental Care Program Plan C (50/50).
- 8. MESSA Long Term Disability Insurance will be provided by the Board with a benefit percentage of 66 2/3% and a monthly maximum of \$2,500.00. Benefits will begin after the expiration of the later of an employee's accumulated sick days or 90 calendar days. In either case, these days need not be consecutive nor for the same condition as long as the last three days are consecutive and for the same condition. Other provisions include: pregnancy coverage, social security freeze, cost of living benefit and rehabilitation benefits (alcoholism/drug and mental/nervous covered as any other illness). The above benefit levels are specified in the LTD booklet and insert.

## SCHEDULE B

EXTRA SERVICES	HEAD	ASSISTANT
Football	10% 7% 5%	7%
Basketball (Boys)	10% 10% 6%	7% 7%
Basketball (Jr. High/either sex) Basketball (Elementary)	6% 2 teams / 3%	4% 1 team
Track	7*	% JV)
Baseball	7%	
1990-91 \$11.87/hr 1991-92 \$12.46/hr	-	
Vocational Office Practice	2.5%	
Fall Play.	3%	
Spring Play	3%	
Yearbook	2% 9%	
Athletic Director	18% and Allote	d Period
Home Economics	3.5% 1.5%	
Junior Class Advisor		
All Other Class Advisors	1.5%	
All Other Class Advisors	174	
Phone for Teachers Lounge		

All extra services pay that is based on a percentage is based on the equivalent step of the BA schedule in that particular activity or sport in Britton. For all sports, coaching a sport at any level shall count as experience in that sport.

For all class advisorships the percentage shall always be applied on the BA minimum.

The parties agree that the percentages specified here shall not be changed except by mutual consent, prior to September of 1992.

# DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1989 and shall continue in effect for the three year term of this agreement until the 30th day of June, 1992.
- B. Salary Schedule: The salary schedule attached hereto and marked Schedule A shall be in effect for the 1989/90, 1990/91, and 1991/92 school years.
- C. It shall be considered a violation of this contract for the Board to employ a teacher at a salary higher or lower than that which is specifically stated for said teacher's level of experience, and/or preparation.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HAND AND SEALS:

L.C.E.A., B.E.A., N.E.A.

President of the Association

Chairperson of Negotiating Committee

BOARD OF EDUCATION

President Board of Education

Secretary, Board of Education