

---

---

# MASTER AGREEMENT

---

---

---

---

# MASTER AGREEMENT

---

---

---

---

# MASTER AGREEMENT

---

---

between the

BOARD OF EDUCATION  
of the

BRONSON COMMUNITY SCHOOLS

and the

BRONSON EDUCATION ASSOCIATION

Expiring: June 30, 1988

BRONSON COMMUNITY SCHOOLS  
Bronson, Michigan 49028

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

*Bronson Community Schools*

6/30/88

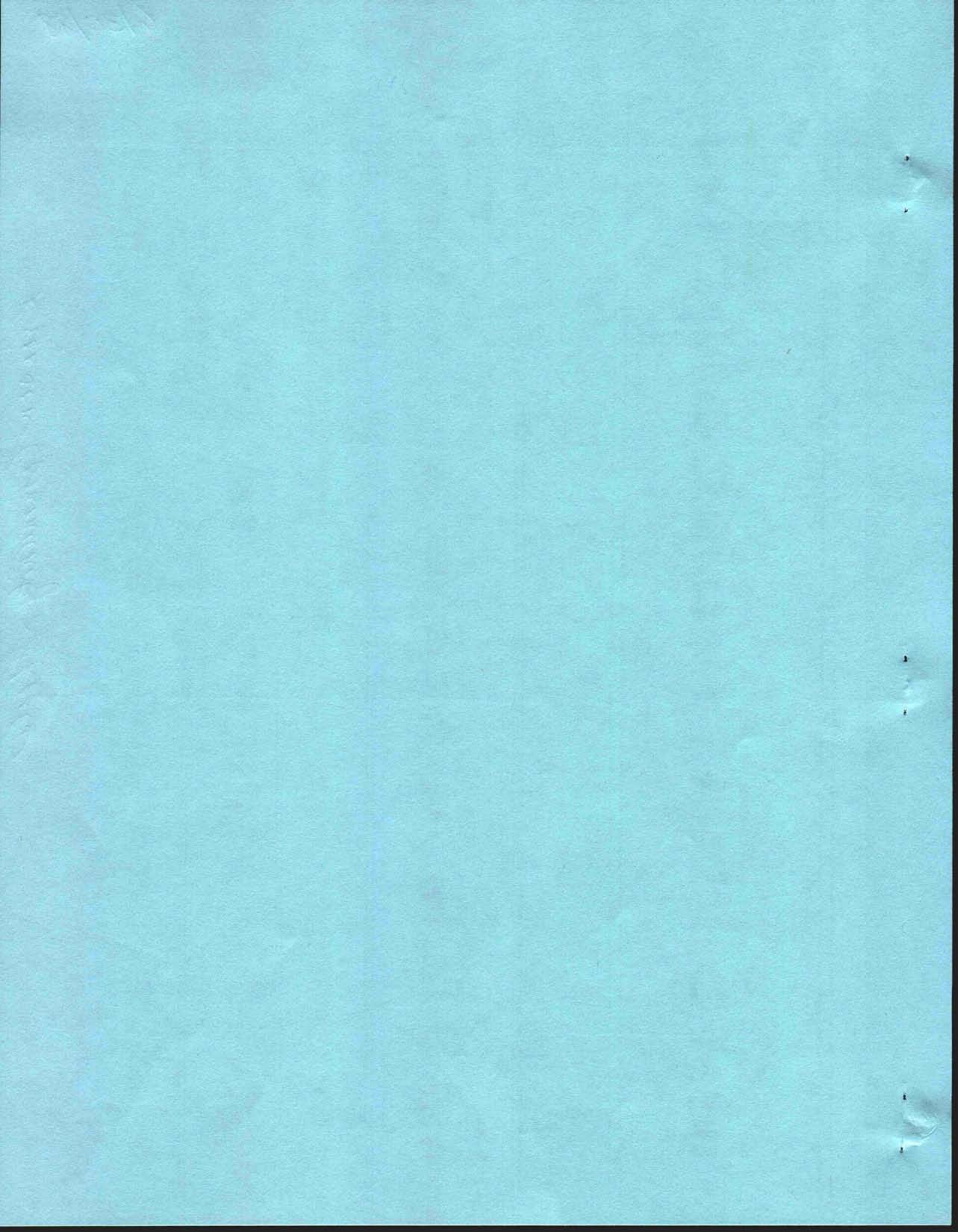
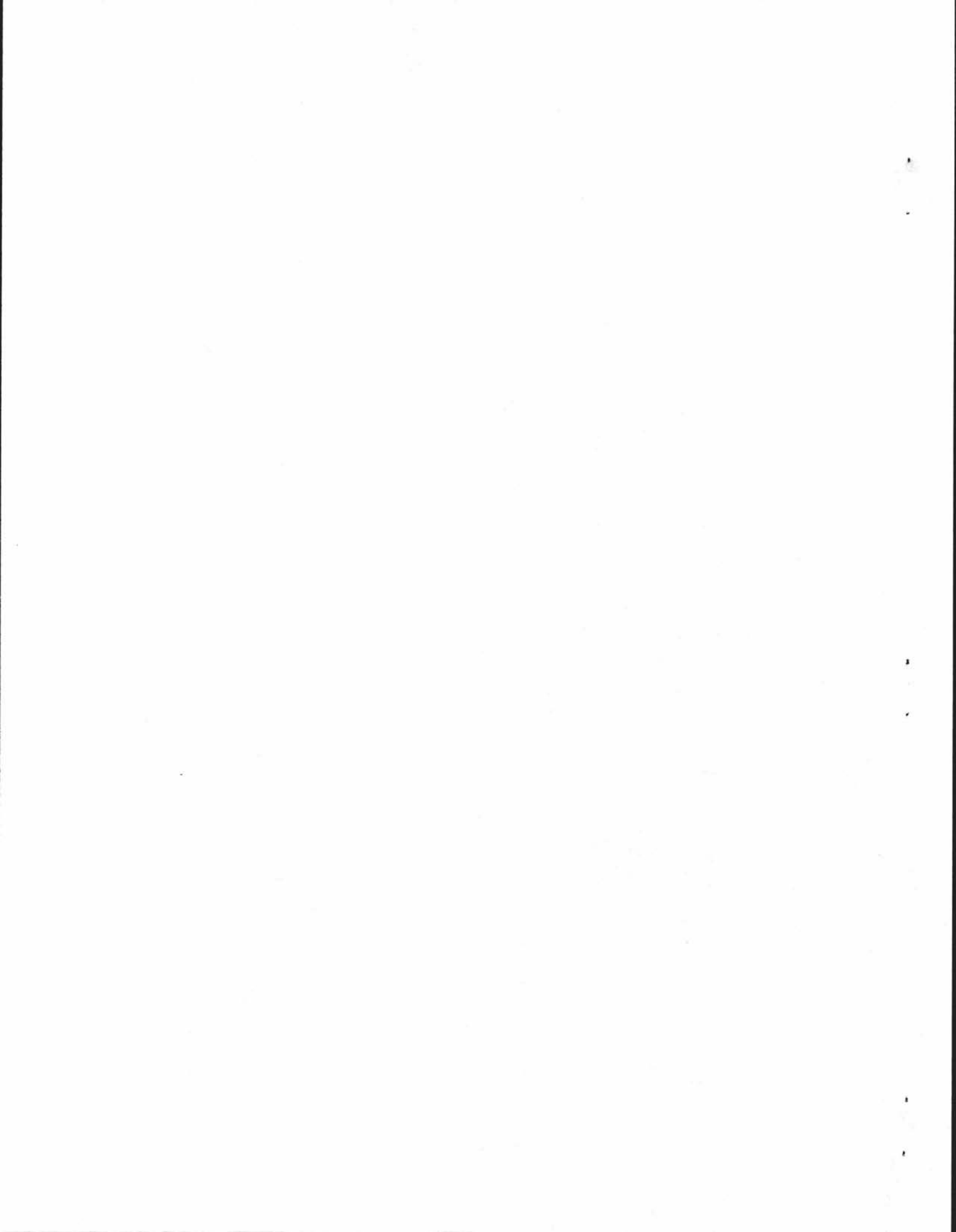


TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I. Recognition . . . . .	1
II. Association And Teacher Rights . . . . .	4
III. School Board and Management Rights . . . . .	6
IV. Teacher Hours, Loads and Assignments . . . . .	7
V. Professional Improvement . . . . .	10
VI. Teaching Conditions . . . . .	11
VII. Vacancies . . . . .	12
VIII. Illness or Disability . . . . .	14
IX. Leave of Absence . . . . .	15
X. Insurance Protection . . . . .	18
XI. Teacher Evaluation and Personnel File . . . . .	19
XII. Professional Behavior . . . . .	21
XIII. Reductions in Personnel . . . . .	22
XIV. Continuity of Operations . . . . .	24
XV. School Calendar . . . . .	25
XVI. Professional Compensation . . . . .	26
XVII. Student Discipline and Teacher Protection . . . . .	29
XVIII. Special Teaching Assignments . . . . .	31
XIX. Professional Grievance Procedure . . . . .	32
XX. Professional Study Committee . . . . .	36
XXI. Negotiations During the Duration of This Agreement . . . . .	37
XXII. Miscellaneous Provisions . . . . .	38
XXIII. Duration and Ratification of Agreement . . . . .	39
Schedule "A" Calendar . . . . .	40
Schedule "B" Salary Schedule	.
1986-87 . . . . .	44
1987-88 . . . . .	45
Schedule "C" Extra-Duty Salary Schedule . . . . .	46



ARTICLE I

RECOGNITION

A. The Board of Education of the Bronson Community Schools, hereafter called the Board, recognizes the 4-C United Bargaining Association MEA-NEA, hereafter called the Association, as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified full-time and regular part-time contracted teachers, remedial reading teachers, counselors, librarians, and special education teachers employed by the Bronson Community Schools Board of Education but excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, substitute teachers, teachers aides, and all other employees.

B. Upon voluntary written authorization from the teacher, the Board agrees to deduct the regular periodic, uniform dues, assessment and contributions of the Association (4-C U.B.A., M.E.A.-N.E.A.) and the B.E.A., from the teacher's regular salary in accordance with the following:

1. Individual authorization forms will be furnished by the Association, and, when executed, will be filed by the Association with the office of the Director of Finance no later than the end of the first full week of school.
2. Authorization, once filed with the office of the Director of Finance, shall continue in effect from year to year, unless revoked in writing between June first and September first of a given year.
3. The right to refund to teachers money deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deduction made by the Board and paid to the Association, which deduction is by error in excess of the proper deductions, and agrees to hold the Board harmless from any claims of excessive deductions.
4. The Association will, prior to the beginning of each school year, give written notification to the office of the Director of Finance of the amount of its (BEA) authorized dues, assessment, and contributions and those authorized by the MEA and NEA, which are to be deducted in that school year under such authorizations. The amounts of the deductions for such dues are not subject to change during that entire school year.

5. The deduction of dues, assessments, and contributions, shall be made from the second pay check of each month for ten (10) months, beginning in September and ending in June of each year. Dues, assessments, and contributions deducted shall be transmitted to the local Association within five (5) Contract Days following each deduction. The Board will not be responsible, if delayed transmission of these amounts is due to circumstances beyond its control, provided that the Association is so advised. The Association shall be responsible for transmitting to the MEA and NEA any monies properly deducted for dues, assessments, and contributions to those organizations.

C. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against a teacher as regards to such matters.

D. All teachers in the bargaining unit shall, on or before the sixtieth (60th) day following: the beginning of the school year, beginning of their employment, or the execution of the collective bargaining Agreement whichever is later, as a condition of employment, either:

1. Become members of the Association; or
2. Pay to the Association an amount of money which the Association certifies in writing as a cost (hereafter referred to as "fees") equal to the negotiation and administration of this Agreement. Such cost amount shall be verified and submitted in writing to the Board on or before September 15 of each year, and notice of the fee shall be presented in writing to the Association to all teachers.
3. Full-time teachers hired during the school year shall be required as a condition of employment, to tender (through direct payment or deduction authorization) only a pro rata amount of the fees. Such pro rata shall be based on a maximum of ten (10) months (school year) and/or the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)
4. Substitute teachers shall not be required to join the Association or pay a service fee thereto.
5. In the event a teacher shall not pay the required amount as scheduled, the Board and the Association shall proceed as follows:

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

1. The Association shall notify the teacher of non-compliance there-with by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise such teacher that a request for discharge may be filed with the Board in the event that compliance is not effected.
2. If the teacher fails to comply, the Association may file charges, in writing, with the Board and may request termination of the teacher's employment. A copy of the notice of non-compliance and receipt of certified letter shall be attached to said charges.
3. The Board, upon receipt of said charges and request for termination, shall conduct a hearing thereon. To the extent said teacher is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with Article IV, Section 38.101 through 38.104 of said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between or among various persons who may have refused to pay the fees.
4. The employment of any teacher whose employment may be terminated due to his non-conformity to this section (Association Security) should be continued no longer than the semester during which the infraction took place.
5. If any court of competent jurisdiction or administrative agency holds that an agency shop clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State Law, or that it is in conflict with any Federal or State Law and/or regulation, or if the Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void. However, the Board will take no action as long as appeals are pending.
6. In the event the Board, acting on the request of the Association, discharges or attempts to discharge an employee for failure to comply with these provisions, the Association shall indemnify and save harmless the Board against any and all claims, demands, suits, expenses or other forms of liability, including back pay, of whatsoever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of the Agreement.

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher 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 color 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 enjoyment of any rights conferred by the Act of 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 be reason of his membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Prior notification to the appropriate building administrator or secretary is required.
- C. The Association 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, when such equipment is not otherwise in use. The Association shall pay for all materials consumed in the use of the equipment.
- D. The Association shall have the right to post notices of its 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 employees mail boxes for communications. No teacher shall be prevented from wearing insignia pins and other identification of membership in the Bronson Education Association, the Michigan Education Association and the National Education Association, either on or off school premises.
- E. Nothing herein shall require any teacher to be a member of or participate in the activities of any organization. This shall not be interpreted to mean that a teacher shall not be required to pay a Representative Fee provided in Article I, above.

ARTICLE III

SCHOOL BOARD AND MANAGEMENT RIGHTS

F. The Board agrees to make available for photocopying to the Association all available public information concerning (1) annual financial report and audits (2) register of certificated personnel (3) approved budget (4) agenda and minutes of all Board meetings (5) treasurer's report (6) names and addresses of all teachers, salaries paid thereto, their educational preparation and other such information which may be necessary for the Association to process a grievance or complaint.

G. The Board agrees to place on the agenda of any regular monthly Board meeting any item for discussion that has been brought to its attention by the Association so long as those matters are made known to the superintendent at least five (5) working days prior to said regular meetings.

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

1. To exercise the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during regular school and when assigned to school-sponsored activities;
  2. 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;
  3. 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;
  4. 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;
  5. To determine class schedules, responsibilities, and assignment of teachers.
- B. The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, district, or local laws or regulations as they pertain to education.

ARTICLE IV

TEACHER HOURS, LOADS AND ASSIGNMENTS

A. Under normal conditions, the work year for teachers covered by this agreement shall be 185 days as shown in the adopted school calendar, (see Appendix 'A'). Holidays recognized by the Board and the Association shall be Labor Day, Thanksgiving and Friday following Thanksgiving, Christmas, New Years, and Memorial Day. (Teachers will not be expected to report on these days.) This is included in the definition of a holiday.

B. Under normal conditions, the teachers working hours in school, as determined by the building principal, shall not be greater than a total of 7 hours of regular paid duty time from the time of arrival until the time of departure and shall begin between 7 A.M. and 9 A.M. This section applies to the 185 contract days. The 7 hours does not include a 30 minute unpaid lunch period.

C. Every teacher shall be provided with at least a 30 minute duty-free uninterrupted lunch period. It is expressly understood that during a sudden urgent, unforeseen occurrence or occasion requiring immediate action, teachers may be called upon for assistance during their lunch period. If the administration increases the student lunch period, such increase shall not increase the daily 300 minute assigned time obligation under Sections E and F of this article. It is agreed and understood that it shall not be deemed a violation of the 300 minute/day limitation of Article IV, C and Article IV, E if a particular teachers daily assignment includes two "student lunch period supervision" assignments in lieu of one regular class period.

D. Elementary teachers shall be entitled to preparation time during each of two (2) recess periods daily and a twenty (20) minute preparation period daily. Such period shall be used for such purposes as contacting parents, consulting (with co-workers, specialists, students, and administration), lesson planning, record updating, evaluation of student work, etc. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists, unless their presence is requested by the teaching specialist. Such preparation shall be at the location approved by the administration.

E. Secondary teachers shall be obligated to provide 300 minutes per day of assigned student contact duty time. Teachers whose regular daily schedule assignment falls short of 300 minutes shall be subject to assignment by the administration to periodic additional student related duties not to exceed (on an annual basis) the amount of their time shortage. It is agreed and understood that it shall not be deemed a violation of the 300 minute/day limitation of Article IV, C and Article IV, E if a particular teachers daily assignment includes two student lunch period supervision assignments in lieu of one regular class period.

F. If a teacher in the secondary schools shall be required to teach in lieu of a preparation period outlined in paragraph E., above, he shall be compensated above the adopted Salary Schedule at the rate of one-sixth of his base pay in the High School and at the rate of one-sixth of his base pay in the Middle School for each class assignment above the usual load for teachers in his building of principal assignment.

G. All teachers will be required to attend meetings with their building principals. Not more than two teachers' meetings each month, which extend beyond these limits listed in paragraph B above will be required of any teacher. No teacher will be required to remain for more than one (1) hour beyond the 7 1/2 clock hours stated in Paragraph B for any such meeting. Any general teachers meeting, which is defined as meeting involving teachers from elementary, middle, and high schools, will be included in the provision of this paragraph.

The fixed established dates in each month for the monthly teachers meeting shall be the first (1st) and third (3rd) Mondays; however, these dates may be changed by mutual agreement. If school is not in session the 1st or 3rd Monday, teachers meetings will be held on the next school day. Teachers meetings shall begin no later than 15 minutes following student dismissal.

The 2nd and 4th Mondays shall be reserved for Association meetings which may begin at any time following the 7 1/2 clock hour day. The fourth Monday of each month teachers may leave their respective buildings at 3:15 p.m. to attend Association meetings.

H. All teachers will be expected to help plan and execute, and except for emergency reasons allowed by their principal, will attend two "Open Houses" or similar functions (i.e. elementary Christmas concert) each year in addition to parent teacher conferences, if held. The committee for planning the open house or the committee has met, the administration shall notify the teachers of the date set for the Open House and Christmas program be October 1st, and shall present a general outline of the program to the teachers at least two calendar weeks in advance of the program date. If held in the evening, it shall be scheduled for no longer than two (2) hours.

I. All teachers may volunteer to work at approved school year activities. A separate sign up list for fall, winter and spring activities will be made available by the administration by August 15, December 1, and March 1, respectively. If enough volunteers do not come forth to cover said activities, teachers will be assigned randomly.

Administrators will make reasonable efforts to provide prior notice to teachers assigned to activities by the administration provided, however, that significant prior notice may not be possible in the event of unforeseen illness of a previously assigned teacher, rescheduling of a postponed activity, addition of a new activity or similar such events.



Secondary teachers will work at secondary activities and elementary teachers at elementary activities. If teachers volunteer to cross over these lines, their wishes will be considered by the administration.

Teachers will be paid at the rate of \$20 per activity for approved athletic contests, theatrical presentations, musical concerts, student dances and other activities approved activities by the administration.

J. In the event parent-teacher or similar organizations are organized within the period of this agreement, teachers will be expected to make reasonable efforts to participate in their functions.

K. Teachers shall not be required to keep CA-60's but shall supply all pertinent information to the properly designated office personnel for the completion of these records. Teachers shall maintain accurate accounts in their class record books of hourly student attendance in such format as may be directed by the administration.

L. Except for special or emergency circumstances, the administration will give 30 days notice as to date and approximate times for regular and formal parent-teacher conferences. Special or emergency circumstances shall not include inadequate preparation or negligent scheduling. Informal or formal individual conference may be held with little notice. Provided, that the administration will consult with the teacher and will make reasonable efforts to schedule such individual conferences during the regular school day as defined in this Agreement. If there is less than 24 hours notice and the teacher has a prior commitment, he/she shall be excused from attending a conference scheduled outside duty hours. Provided further, that if an administrator directs a teacher to attend such an individual conference at a time that conflicts with Schedule C responsibilities, the teacher shall be excused from such responsibilities for the duration of the conference.

M. The Administration shall make reasonable efforts to avoid assigning secondary teachers to more than 3 preparations, or to particularly difficult combinations of different preparations. PROVIDED, however, that the parties agree that this may be necessary to ensure adequate curricular scope, particularly in areas such as art, music, physical education, vocational education, business, et cetera.

N. The Board and Association agree that efforts will continue to be made to bring class sizes to an acceptable number as dictated by financial conditions of the school district, the building facilities available, and the best interest of the children. The class size shall not exceed an average of 25 students per class. The average shall be computed by dividing the total number of students by the total number of certified personnel, excluding administrators.

O. The Board will relieve teachers from collecting for pictures and school lunches.

ARTICLE V

PROFESSIONAL IMPROVEMENT

A. The Board agrees to provide, upon application and approval, by the administration, necessary funds for teachers to attend conferences and workshops within a budgeted amount to be determined by the Board. Travel, meals, lodging and registration fees shall be deemed appropriate expense of the Board, as well as the cost of the substitute teacher needed to relieve the participant.

B. The Board agrees to pay each teacher a sum of \$65.50 for each semester hour of college credit earned beyond those necessary to achieve permanent or continuing certification requirements. Courses taken shall be related to the individual's teaching assignment and shall be submitted for prior written approval to the Superintendent through the Principal. Proof of hours completed in the form of official transcripts or report cards shall be presented to the Superintendent through the Principal before payment is made.

C. Term hours shall be compensated as 2/3 the rate established in paragraph B.

ARTICLE VII

VACANCIES

- A. In filling vacancies or when a new position covered by this Article is created, the Board agrees to give due weight to the professional education and experience of all applicants, to the length of time each has been employed in or under leave from the local school district, and other relevant factors. All teachers on the existing staff, if certified, and if all other qualifications are equal, shall be given preference over outside candidates. The decision of the Board shall be final.
- B. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the existing teaching staff without undue disruption to the instructional program. If the superintendent so determines, such vacancy may be filled on a temporary or tentative basis until the end of the current semester, at which time the position will be considered vacant.
- C. All teacher and extra-duty vacancies, and all newly created positions within the teaching staff shall be publicized by appropriate posting in each school building in the district for a period of at least ten (10) days. Such vacancies shall not be filled until after the 10 days, except under emergency conditions. In this event the Association shall be advised as soon as the vacancy occurs. If a vacancy or newly created position occurs between June 15th and the beginning of the next school year, individual notices of job vacancies will be enclosed in the next regular pay envelope.

D. Any teacher may apply for any position at any time. Written applications from teachers in this district shall be addressed to the Superintendent and shall be kept on file in his office for a period of one year.

E. The Parties recognize that the filling of vacancies or newly created positions at the supervisory or administrative levels is exclusively the concern of the Board. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

F. Staff assignments shall be made without regard to race, creed, color, religion, nationality, sex or marital status unless based upon a bona fide occupational or educational requirement.

G. The parties recognize that changes in grade assignment in the Elementary Schools, changes in subject assignments in the Secondary School Grades and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfer and changes of assignments shall be on a voluntary basis whenever possible.

ARTICLE VI

TEACHING CONDITIONS

- A. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- B. When possible, the Board will make available in each school adequate lunch room, restroom, and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted, and provisions for such facilities will be made in all future school buildings.
- C. Telephone facilities will be made available to all teachers for school business, association business and for emergency personal reasons. Accounting and billing for long distance calls shall be accomplished according to administrative rules then current.
- D. Keys may be signed out, upon the teacher's written request, for a school year and turned in at the end of the school year or upon termination of employment, whichever occurs first.

ILLNESS OR DISABILITY

H. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the fourth level of the professional grievance procedure.

I. Teachers will receive notification of tentative assignments for the following school year by June 30th. Notification of assignment shall be verified by August 1st. In the event that changes in assignment are made after August 1st, any teachers affected may request in writing for the building principal to explain the re-assignment. Copies of any re-assignments made after August 1st will be sent to the BEA.

In the event of schedule changes for the second semester, teachers will be given notice by December 1st, or as soon thereafter as the necessity for the change becomes known to the Administration.

A. At the beginning of each school year each teacher shall be credited with a twelve (12) day illness or disability leave allowance. The unused portion of such allowance shall accumulate from year to year to a maximum of one hundred twenty (120) days. If, in the view of the Board, circumstances seem to indicate abuse or misuse of illness or disability leave, the Board may require validation of illness or disability by a physicians written statement.

1. "Illness or disability leave" may be used for any days on which the employee is either personally physically unable to perform normal job duties or on which the employee's presence at home is necessary as provided in IX. B. Disabilities caused or contributed to by pregnancy, miscarriage or childbirth shall be treated on the same terms and conditions as are applied to other temporary disabilities for which leave is authorized under this paragraph.

2. Unused "illness or disability leave" shall not be compensated upon termination of employment for any reason.

B. Within the first two (2) weeks of the school year each teacher with at least one (1) year's service in this school district, may volunteer to contribute one (1) day of the foregoing sick leave allowance to a common bank to be administered by the Association. Contributors who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals, as determined by the executive board of the Association, from the common bank, provided that there are sufficient days available in the bank, (on the first day of each school year, any sick leave days accumulated by a member of the Association beyond the maximum shall be placed in the sick leave bank.)

This sick leave bank may accumulate to a maximum of 180 days. Therefore, at the beginning of each school year each teacher may make contributions to the bank as in B above. If the total number of days in the bank after contributions are made is less than the 180, the Board will add a sufficient number of the previous year's unused days (if any), to bring the total number of days in the bank to the maximum of 180. If days withdrawn are later compensated for under the Michigan Worker's Compensation Act, the days will be returned to the bank. At no time will the number of days in the bank exceed 180.

C. Absence due to injury or illness which is compensable under Worker's Compensation shall not be charged against the teacher's sick leave. However, a teacher may choose to have the Board pay the difference between his Worker's Compensation benefits and his net pay for the period not to exceed his personal accumulated sick leave. For each such day subsidized by the Board, one (1) day shall be deducted from his accumulated sick leave.

3. A maximum of two (2) days per year, to attend the funeral of a brother-in law, sister-in-law, or grandparents-in-law.

4. An employee shall be entitled to leave with pay for jury service if he/she is unable to be excused for that session. An employee shall also be entitled to leave with pay when subpoenaed to appear as a material witness in any legal proceeding to which neither the employee nor the BEA/4-C UBA/NEA is a party litigant except where 1) the BEA 4-C UBA MEA/NEA is a party plaintiff or 2) the employee is a plaintiff in a case against the district.

4a. In the event an employee qualifies for leave under Section IX, C, 4, he/she shall be entitled to receive as leave pay for the days of authorized absence an amount equal to the employee's pro rata daily pay less the amount received as compensation or witness fees. It shall be the responsibility of the employee to secure a statement from the court clerk verifying the amount of such compensation or fees received, and receipt of leave pay shall be granted upon prior submission of such a statement.

5. Absence when a teacher is called for military reserve duty. Provided, however, that compensation shall be subject to the requirements and limitations of Section IX, C 4a. Provided further that leave under this Section shall be limited to a maximum of thirty (30) workdays unless the Board shall in its sole discretion determine to extend the leave.

6. Time necessary for members of the Association to attend the Michigan Education Association Leadership Conferences. The Association is to pay for the Substitute teacher. This will not exceed eight (8) days of total absence per school year.

D. Leaves of absence without pay may, in the sole discretion of the Board of Education, be granted upon application for the following purposes:

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Study, research or special teaching assignment involving probable advantages to the school system.

The regular salary increment occurring during such period, not to exceed one (1) step, shall be allowed.

E. The Board shall grant to any female teacher an unpaid leave of absence for the purpose of child birth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

ARTICLE IX  
LEAVE OF ABSENCE

A. Any tenure teacher whose personal illness extends beyond the period compensated for under the "Sick Leave Pay" shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, but shall not extend more than one (1) year beyond current school year. Upon return from leave a teacher shall be assigned to the same position, if available, or a substantially equivalent position, if available.

B. Leave of absence with pay chargeable against the teacher's accumulated sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per school year for a critical illness in the immediate family.\*

2. One day (1) when emergency illness in the immediate family\* requires a teacher to make arrangement for necessary medical or nursing care.

C. Leaves of absence with pay not chargeable against the teachers' accumulated sick leave allowance shall be granted for the following reasons:

1. (a) Two days shall be granted for the conduct of personal affairs. These days may be used for matters of an urgent and crucial nature which require the personal attention of the teacher and cannot be tended to at an alternative time that does not interfere with the duties of employment. These days shall not be permissible either the day before or the day after a scheduled vacation or holiday. However, teachers will not be required to give a reason for their use of personal leave days.

(b) Notice of the desire to use such leave shall be submitted to the building principal on the form (attached as Appendix) at least five (5) work days in advance of the anticipated absence. In cases of emergencies, teachers shall apply as soon as possible.

(c) Teachers shall be compensated at the rate of \$10.00 per day for unused personal leave days.

(d) During deer hunting season, no more than 3 teachers at the elementary level and 4 teachers at the secondary level shall be permitted to use personal business leave under section IX.C.1. in any single school day. The days shall be granted in the order that applications are received.

2. A maximum of five (5) days per year for a death in the immediate family.\*

In case any dispute as to whether a teacher, under this provision, is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the teacher through her pregnancy shall make the final and binding determination.

1. Provided, however, that the leave shall extend to the end of the school year in which the leave commenced if the teacher shall so request in writing at least two weeks prior to commencement of the leave.
2. Provided further, that such teachers may apply for a leave termination date later than the date she is able to assume regular duties but prior to the end of the school year. Such applications may be granted by the Board with sole discretion, based on a determination of the best interests of the students (giving special consideration to the beginning and ending of marking periods and vacations.)
3. Provided further, that such teachers leave shall be extended for one full school year after expiration of the school year in which the leave commenced if the teacher shall so request in writing no later than May 1 of the year in which the leave commenced. Teachers may also apply for an extension with a termination date during the second school year. Such applications may be granted by the Board on the same basis as provided in Article IX, E 2.
4. A member of the bargaining unit adopting a child shall be granted a similar leave upon written application. Such leave shall commence upon placement of the child in the adoptive parents home and the termination date shall be determined in accordance with Article E 1, E 2 and E 3 above.
5. Reinstatement at termination of a leave granted under Article IX E shall be to the teachers former position.

F. Teachers who are officers of the Association or who are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association, provided it will not interfere with the normal business of the school district. Such leave shall not extend beyond the school year in which leave is requested.

G. The Board may grant a leave of absence of not less than one (1) semester and no more than one (1) year with out pay or increment to any tenure teacher to campaign personally for or serve in a public office. If elected to State Legislature or Congress the teacher may request an extension of the leave of absence.

\*Immediate family shall be interpreted as Husband, Wife, Mother, Father, Brother, Sister, Children, Grand-children, Father-in-law Mother-in-law and Grandparents.

ARTICLE X

INSURANCE PROTECTION

A. The Board shall provide, without cost to the individual, the following insurance protection while engaged in "teaching activities" under the direction of the Board.

1. "A Teacher's Liability and Corporal Punishment Endorsement", shall be provided as a part of the Bodily Injury and Property Damage section of the insurance policy of the Bronson Community Schools.

The limits shall not be less than:

Bodily Injury Liability	\$100,000. each person
Property Damage Liability	300,000. each occurrence
	50,000. each occurrence
	50,000. aggregate

Note--does not apply to injury or damage connected with aircraft, automobiles, horses, or watercraft

2. A Standard Workers Compensation Policy as described by Michigan Statute.

Note--travel authorized by the Board and required to complete the teaching assignment, is considered to be a "teaching activity" for Workers Compensation purposes.

3. An "Employers' Non-Ownership Liability" endorsement, and a "hired automobile" endorsement attached to the Fleet Insurance Policy of the Schools.

- B. 1. The Board shall provide for each full-time teacher, without cost to the individual, Blue Cross/Blue Shield health insurance with the following certificates and riders:

BLUE CROSS CERTIFICATES -- Comprehensive Hospital Care Certificate, Rooms Option

BLUE CROSS RIDERS--D 45 NM, DCCR, IMB, SA, XF, CC  
 BLUE SHIELD CERTIFICATES--WV 2 Preferred Group Benefit Certificate & Prescription Drug Group Benefit (\$1.00 Co Pay)

BLUE SHIELD RIDERS--ML, DC, OB, PD-EL, EF, FAE, VST, CLC, reciprocity

BLUE CROSS-BLUE SHIELD RIDERS--Master Medical Supplemental Benefit, Option II, Master Medical

BLUE CROSS-BLUE SHIELD RIDERS--MMC-PD, COB-3 or

2. Teachers may choose MESSA Super Med 1. The Board will pay no more than the premium rate for the BC/BS plan described above. Teachers who choose this option will pay the additional premium.

ARTICLE XI

TEACHER EVALUATION AND PERSONNEL FILE

A. Teacher Evaluation

1. Probationary teachers shall be observed at least two (2) times per year. Probationary teacher evaluations shall be completed by April 1st. Tenure teachers shall be observed at least once per year. Tenure teacher evaluations shall be completed by May 10th.
2. The evaluation procedure to be used will be explained by the building principals at a building staff meeting held within the first three (3) weeks of school.
3. A minimal evaluation process will consist of the following:
  - a. A classroom observation (s) of at least 25 minutes.
  - b. A post-observation conference within 10 days following the observation.
  - c. A written statement acknowledging the evaluation conference.
4. When a problem area is evident, the written evaluation shall identify ways in which the teacher is to improve.
5. If the teacher disagrees with the evaluation, he or she may submit a written answer which shall be attached to the file copy of the evaluation in question.
6. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Personnel File

1. A teacher will have the right to review the contents of his/her personnel file, excluding initial references, originating after initial employment and to have a representative of the Association accompany him/her in such review.
2. The teacher may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, the teacher may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

C. Individual full-time teachers who decline to take health insurance as outlined in B. above may apply the BC/BS single subscriber premium amount toward the purchase of any tax-free MESSA options.

D. The Board shall provide for each full-time teacher, without cost to the individual, Blue Cross-Blue Shield dental insurance Comprehensive Preferred Plan, CR-25-50-50 MBL 800, OS-50-50 MBL 800.

E. The Board agrees to make payroll deductions when authorized by the teacher for added coverage arranged by the employee between himself and the carrier.

NOTE: In paragraphs B and D above teachers may choose to insure their spouse and/or family (as defined by Blue Cross-Blue Shield) without cost to the individual.

F. For all less than full-time teachers, the Board will contribute a pro rata amount toward health insurance benefits under Article X, B 1. The amount of the contribution shall be determined as the ratio of the teachers' daily duty hours to a full time teachers duty hours and shall be applied to the appropriate plan under Article X, B 1.

The part-time teacher may either voluntarily deduct the additional amount necessary for full coverage under Article X, B 1, or, in the alternative, apply the pro rata portion of the BC/BS single subscriber premium amount to option programs under Article X, C. Provided, that if the teachers hours are insufficient to be eligible for health insurance under Article X, B 1, the teacher must apply the pro rata portion of the BC/BS single subscriber premium amount to option programs under Article X, C.

ARTICLE XII

PROFESSIONAL BEHAVIOR

3. The Superintendent shall be responsible for ensuring that personnel files are not made available to persons not authorized by the Superintendent to review same.

A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning. In appropriate instances, as determined by the administration, the Ethics Committee of the BEA shall be informed of the details of the case.

B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absences, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board or representative thereof, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a period for correction. In appropriate cases the Board will attempt to correct the teacher's behavior by the following steps in the following order:

- 1) verbal reprimand
- 2) written reprimand
- 3) Disciplinary lay-off (with or without pay)
- 4) Dismissal

C. A teacher shall at all times be entitled to have present a Representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such Representative of the Association is present. An Association Representative must be available within one (1) school day of such request or the disciplinary process shall proceed.

D. No teacher shall be reprimanded or discharged without just cause.

ARTICLE XIII

REDUCTIONS IN PERSONNEL

- A. If for any reason the Board anticipates a reduction of staff for the following school year, it shall, prior to taking formal action, inform the Association in writing.
- B. The Board shall develop a list of necessary staff positions based upon the proposed educational program for the forthcoming school year. The list of staff positions shall be published and posted in each building with a copy to the Association. Such list shall be so published and posted prior to any layoff.
- C. If a reduction of staff is necessary, teachers shall be notified by June 30th of any layoff for the following school year. Except that in case of an unforeseen emergency, the Board will not lay off teachers with valid contracts during the school year. If such an emergency exists, teachers shall be given 30 working days notice. Unforeseen emergency shall include millage proposal rejections, State Aid allocations or other revenues which do not meet administrative projections, unanticipated reductions in student enrollment and other such circumstances which are not within the direct control of the Board of Education.

D. In any layoff, the following criteria shall be used in priority order:

1. Certification
2. Qualifications - a teacher shall be qualified if he/she has:
  - (a) experience in the grade level and/or subject area to be taught OR
  - (b) academic training and/or professional development in the grade level and/or subject area to be taught.
3. Seniority -
  - (a) Seniority will be computed from the first day in the regular school year and shall be defined to mean the amount of time the individual has been continuously employed by the district. In the case of a tie, all individuals so affected will participate in a drawing to determine placement on the seniority list.
  - (b) All seniority is lost when employment is severed by resignation, retirement, or discharge.
  - (c) In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of lay off.
  - (d) Seniority shall continue to accumulate when teachers are on sabbatical, military, study, maternity, health or Association leave.

E. Any teacher on lay off shall be recalled in inverse order of lay off provided he/she is certified and qualified for the vacancy. The right to recall will exist for two years. The Association shall be notified in writing of the recall.

If a vacancy may arise, and there are no laid off teachers with proper certification and qualifications in the district, the Board may employ a new teacher.

F. A laid off teacher shall be considered laid off until he/she is reinstated in the District. Refusal of an offer from the Board of a full time position for which the teacher is certified and qualified or failure to respond within five (5) days of a certified receipt of a written offer of a position shall be cause for termination. It shall be the responsibility of each teacher to notify the Employer of any change of address.

G. The Board agrees to consider all requests for voluntary lay off.

H. Refusal of a full time teacher to less than a full time position shall not forfeit the teacher's right to remain on the recall list.

I. Recalled teachers shall be entitled to all sick leave accumulations as of the day of lay off.

J. Part-time teacher shall be given no more than a part-time assignment until all full time teachers have been offered full time positions, unless, there is no teacher with more seniority on lay off certified and qualified to take the position available.

K. A laid off teacher may continue his/her health and dental insurance benefits by paying monthly the normal per subscriber group rate as allowed by the current insurance company carrier.

L. A teacher whose assignment is eliminated for any reason may within five (5) days of written receipt of layoff notice examine the seniority list. Beginning at bottom of the seniority list and moving upward, the teacher may claim the first assignment for which the teacher is certified and qualified as defined herein.

The teacher may choose between taking that assignment or being placed on layoff.

In no instance may a teacher bump anyone who is higher on the seniority list than the first assignment found or anyone higher on the list, than his original position, whichever is lower.

A teacher who chooses a layoff instead of bumping, shall remain on layoff until a vacancy exists for which they are both certified and qualified except as limited by Paragraph E. above.



ARTICLE XIV

CONTINUITY OF OPERATIONS

A. Both Parties recognize the desirability of continuity of uninterrupted operation of the instructional program during the normal school year and avoidance of disputes which threaten to interfere with such operations. Since the Parties are establishing a comprehensive grievance procedure under which unsolved disputes may be settled by an impartial third party, the Parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement engage in any strike, as defined by Section (1) of the Public Employment Relations Act.

B. Nothing in this contract shall require the Board to keep schools open in the event of severe inclement weather or other act of God, or any other emergency situation. In the event that the school is closed for reasons mentioned in this paragraph on any day scheduled as a teacher duty day, the Board reserves the right to:

1. Require teachers to report for duty for no more than their usual scheduled duty hours on days when students are not otherwise scheduled, in the calendar, for a full day of classroom instruction, or,
2. Reschedule a duty day later in the school year, or,
3. Do either of the above.

Provided, however, that teachers shall receive pro rata additional compensation at the rate of 1/185 if their normal salary for each day of duty in excess of 185 required in a given school year.

Provided further that the Association shall be consulted and a reasonable attempt made to establish makeup dates mutually acceptable to the Association and the Board, but the decision of the Board shall be final.

ARTICLE XV

SCHOOL CALENDAR

A. The school year shall consist of one hundred eighty-five (185) Contract days, of which one hundred eighty (180) days will be Days in Session, commencing and ending in accordance with the School Calendar established by the Association and the Board, which is included as Schedule "A" of this agreement, as negotiated. Negotiations should begin on or before January 10 for the next school calendar. The Board of Education shall have the final determination in setting the yearly school calendar (subject to changes due to make-up days under Article XIV B.)

B. The school activities calendar will be coordinated at the high school office .

A monthly listing of activities will be posted in each building.

ARTICLE XVI

-27-

PROFESSIONAL COMPENSATION

A. The basic salaries for teachers covered by this Agreement are set forth in Schedule "B", which is attached to and incorporated in this Agreement. Such Salary Schedule shall remain in effect during the term of this Agreement.

B. All teachers newly employed shall be given full credit on the salary schedule set forth in Schedule "B" for each year of outside teaching in education and up to a maximum of two (2) years credit in such areas as Peace Corps, Vista, and service in the armed forces. Experience in education shall be defined as teaching in public or private schools requiring a Michigan Certificate or its equivalent. It is expressly understood that all provisions of this Article shall not be retroactive.

C. The Salary Schedule is based upon the regular school calendar as set forth in Schedule "A" and the normal teaching load as defined in this Agreement.

D. Payroll

1. Teachers may choose to be paid in 21 or 26 equal installments, scheduled for every other Friday. The choice shall be made and submitted to the business office on the form below not later than the first duty day for teachers each school year. Those not timely submitting such a form shall be automatically placed on 21 pays.

2. Upon written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittances for programs jointly approved by the Association and the Board, such as annuities, credit union, savings bonds, and charitable donations.

BRONSON COMMUNITY SCHOOLS

Pay Election for \_\_\_\_\_ School Year

CHECK ONE

I wish 21 pays.

I wish 26 pays.

Signature \_\_\_\_\_

Date \_\_\_\_\_

E. Teachers serving in extra duty assignments set forth in Schedule C which is attached to and incorporated in this Agreement may choose one of the following ways to be compensated:

1. In equal installments on regular paydays beginning when the activity begins and continuing through remaining paydays in the year.

2. In equal installments on regular paydays beginning when the activity begins and continuing through remaining paydays during the activity.

3. In equal installments, on regular paydays beginning on the first payday of the year and continuing through the remaining paydays in the year. Provided, that if an employee electing this option shall for any reason fail to complete his/her obligations for Schedule C Duty, the Board may deduct from his/her remaining paycheck(s) in equal amounts.

4. In one lump sum payment at the conclusion of the activity.

If for any reason the activity is terminated before its scheduled completion, pay will be prorated accordingly.

Teachers assigned to these duties will have the percentage applied as follows:

1. Coaches - according to their years of experience as a coach and their appropriate column on Schedule B. The number of years experience shall be limited to the number of years on Schedule B.

2. Others (advisors, sponsors, etc.) according to their place on Schedule B.

The Board is not required to fill any position as set forth in Schedule C.

F. 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 field trips or other business of the District.

G. The Board agrees to pay the full teacher retirement contribution.

H. The Vocational Agriculture teacher shall be compensated at a rate equal to his place on the regular salary schedule plus 25% for his duties in a summer Agriculture Instructional Program of not to exceed 45 days and other instructional time required outside the normal school day and week. The 45 days and other instructional time here mentioned will be as mutually agreed by the teacher and his supervisor.

ARTICLE XVII

STUDENT DISCIPLINE AND TEACHER PROTECTION

I. Movement between columns on salary schedule for eligible teachers will be effected twice annually as follows. Eligibility for movement shall be conditional on presentation of proper transcripts substantiating acquisition of all hours earned upon which movement is requested. Transcripts shall be presented to the business office. Full credit will be granted effective at the beginning of the school year for transcripts presented by September 15. For transcripts presented after September 15, one half credit will be granted (computed as one half the salary increase represented by a full column movement).

J. A teacher who is laid off and who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following condition: The total of unemployment compensation be below that which the employee would have received had he/she been employed the entire school year.

This shall not apply to an employee who applies for and receives benefits without having received a lay off notice.

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classrooms. The teacher recognizes his responsibility to give all reasonable support and assistance to the Board with respect to the maintenance of control and discipline in the classrooms.

B. A teacher may use such force as is necessary against a student to protect himself from attack or to prevent injury to another student.

C. A teacher may temporarily remove a pupil from his 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. In such cases the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The teacher will be informed of the disposition of the case upon request.

D. Any case of school-related assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will furnish insurance protection designed to provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall cooperate promptly in the handling of the incident by law enforcement and judicial authorities. The Board or its designated representative shall conduct an immediate investigation of the incident to determine whether the actions of the teacher were reasonable, within the appropriate scope of the teachers normal job duties and responsibilities, and in compliance with any administrative or Board policies or directives relevant to the circumstances. The teacher shall cooperate fully with the Board's investigation and shall provide any requested information needed by the Board.

E. If any teacher is complained against or sued as a result of any action taken while in pursuance of his duties as a teacher, the Board will furnish insurance protection designed to provide legal counsel to assist the teacher in his defense. The Board or its designated representative shall conduct an immediate investigation of the incident to determine whether the actions of the teacher were reasonable, within the appropriate scope of the teachers normal job duties and responsibilities, and in compliance with any administrative or Board policies or directives relevant to the circumstances. The teacher shall cooperate fully with the Board's investigation and shall provide any requested information needed by the Board.

F. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workmen's Compensation, shall not be charged against the teacher, unless he is adjudged guilty of a crime by a court of competent jurisdiction.

ARTICLE XVIII

SPECIAL TEACHING ASSIGNMENT

G. The Board will reimburse teachers for any uninsured loss, damage or destruction of clothing, or personal property of the teacher as a result of his employment as a teacher, provided the teacher has not contributed negligently to such loss in the estimation of the Board of Education, and in the course of discharging his assigned duties and responsibilities as a teacher. The Board agrees to pay up to \$50.00 for payment of a deductible expense for an insured loss.

H. No action 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 personnel file, unless such matter is reported in writing to the teacher concerned. The results of any such action shall be placed in the teacher's personnel file. If any question of breach of professional ethics is involved, the Association shall be notified.

I. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week each school year in the teachers' handbook. A teacher may, at all times, use such force as is necessary to protect himself, a fellow teacher or administrator, or a student, from attack, physical abuse, or injury.

A. The Board will attempt to provide substitute teachers, whenever regular classroom teachers are unable to perform their duties. Teachers are to call the appropriate telephone number by 7:00 a.m. the day they are unable to work. Whenever possible, all teachers should inform the administration the night before that they will not be available on the following day. Should a teacher be unable to work for two or more consecutive days, the administration should be informed whenever possible, no later than 2:45 p.m. of each school day that said teacher will not be back the next day. This allows the school to keep the same substitute for the duration of the teacher's absence.

B. Teachers will not be required to fill in for another teacher unless:

1. An absent teacher does not call in by 7:00 a.m. on the day of absence, and a substitute cannot be acquired for said teacher.

2. An unforeseen emergency occurs which requires a teacher to be absent part of the school day.

C. Assignments will be rotated except that teachers who express a desire for this work shall be called first.

D. If a secondary teacher substitutes in a class during his/her conference period or before or after his/her regularly scheduled teaching assignment, he/she will be compensated at the rate of \$8.00 per period.

F. If elementary reading, music, or physical education teacher or a library aide are not present, the teachers affected by the absence will be personally notified. Elementary teachers are qualified for compensation as in D above if required to substitute when the music or physical education teacher or library aide is absent. For such cases, compensation shall be computed on a pro rata basis at a rate of \$8.00 for each 50 minutes of such substitute duty.

PROFESSIONAL GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any teacher on a probationary contract.
2. The placing of a non-tenure teacher on a third year of probation.
3. The termination of services of or failure to re-employ any teacher to a position on the extra-duty schedule, referenced as Schedule "C" of this Agreement.
4. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law including any matter subject to the procedures specified in the Teacher's Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan as amended).

B. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement. The Association may file grievances; however, in the case of a grievance filed by an individual teacher, the grievant shall be present at all meetings.

C. The Association shall designate Representatives to handle grievances when requested by the grievant. The Board hereby designated the Principal of each building to act as its Representative at Steps One and Two as hereinafter described and the Superintendent or his designated representative to act at Step Three as hereinafter described.

D. The term "days" as used herein shall mean days in which school is in session. However, if a grievance is filed that involves time extending beyond the days in which school is in session, the grievance will be processed when the appropriate parties are available.

E. A written grievance as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsections of this contract alleged to have been violated.

5. It shall contain the date of the alleged violation.

6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

F. Step One: A teacher believing himself wronged by an alleged violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing on a grievance report form, and proceed within five (5) days of said discussion to Step Two.

Step Two: Within five (5) days of receipt of the grievance, the principal shall meet with the teacher and the designated representative of the Association in an effort to resolve the grievance. The principal shall indicate this disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

Step Three: If no decision is rendered within five (5) days of the meeting, or if the decision is unsatisfactory to the grievant and the Association, the grievance may be appealed to the Superintendent or his designated agent. The appeal notice, together with the principal's decision (if any) and a copy of the written grievance shall be filed with the Superintendent or his designated agent with the endorsement thereon of the approval or disapproval of the Association, within three (3) days of the issuance of the principal's decision or within three (3) days of the deadline for issuance as specified in Step Two (if no decision is issued). Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant, to discuss the grievance. Within ten (10) days of the discussion the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association's Secretary, the principal of the building in which the grievance arose. He shall place a copy of same in a permanent file in his office.

Step Four: If no decision is rendered with ten (10) days of the discussion, or if the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education. The appeal notice, together with the decisions (if any) of the principal and Superintendent and a copy of the written grievance shall be filed with the Secretary of the Board within three (3) days of the deadline for issuance as specified in Step Three (if no decision is issued). Board should not be required to have special meeting. Substitute: no later than next regular Board meeting that is at least five days after Secretary receives the grievance the Board shall hold a hearing, with at least a quorum of the Board present. In no event, except with express written consent of the Association representative, shall final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the principal of the building in which the grievance arose, the grievant, and the Secretary of the Association.

Step Five: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may within 30 calendar days be submitted to the American Arbitration Association and an arbitrator shall be chosen in accordance with its rules. Once appointed the arbitrator will proceed in accordance with the rules of the American Arbitration Association.

The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground, or to reply on any evidence, not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

G. All further proceedings on a previously instituted grievance shall be barred in the event that:

1. The teacher fails to institute or appeal a decision within the time limits specified, or
2. The teacher leaves the employment of the Board (unless the grievance claim involves a remedy directly benefitting the grievant, regardless of his/her employment).

Directly benefitting includes monetary benefits and personnel file matters.

H. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his or their express approval.

I. All preparation, filing, presentation or consideration of grievance shall be held at times other than when a teacher or a participating Association Representative is working with or supervising students.

K. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the Parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process each grievance prior to the end of the school term or as soon thereafter as is possible.

L. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder shall be processed through the grievance procedure until resolution.

ARTICLE XX

PROFESSIONAL STUDY COMMITTEE

- A. The Superintendent and Association President may establish a permanent "Professional Study Committee" (PSC) composed of twelve (12) members, six (6) of whom shall be tenure teachers, two (2) representing the high school, two (2) representing the middle school, and two (2) representing the elementary schools. Said teachers will be elected from the buildings they represent. The other six (6) members shall represent the Board of Education and shall include at least one (1) member of the Board.
- B. The PSC shall meet as necessary during the regular school year for the purposes of studying such matters including but not limited to curriculum studies, textbook selection, course selection, and selection of teaching materials. Following such study the PSC shall forward recommendations for adoption of or purchase of such courses or materials deemed necessary for appropriate parties. The PSC is barred from considering any matter once it has been placed in negotiations by other parties to this Agreement.
- C. The PSC is empowered to appoint subcommittees composed of teacher and administrators to study and report upon any mutually agreed upon subjects.
- D. Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and, once dissolved, no sub-committee shall be re-activated except by mutual consent of the members of the PSC.
- E. The Parties agree that the PSC and its subcommittees serve only in an advisory capacity to the Board.
- F. The clerical expenses of the PSC and its subcommittees, as approved by the Superintendent, shall be borne by the Board.

-37-

ARTICLE XXI

NEGOTIATIONS DURING THE DURATION OF THIS AGREEMENT

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 understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to in this Agreement, even though such subjects or matters 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.

-38-

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both Parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of both Parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the Parties. If an individual contract contains any language in consistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established Policies of the Board.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall be deemed null and void, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now or hereinafter employed.

ARTICLE XXIII

DURATION AND RATIFICATION OF AGREEMENT

This Agreement shall be effective upon ratification of both Parties and shall continue in effect until the 30th day of June 1988. On or about May 2, 1988, both Parties agree to open negotiations.

This Agreement has been ratified by the majority of the Members of the Board of Education and by a majority of the Members of the Bronson Education Association present and voting.

In witness whereof the Parties have caused this Agreement to be executed by their authorized Representative on the 7th day of July, 1986.

FOR THE  
EDUCATION ASSOCIATION

By Patricia L. Ross  
4C-UBA President

By Al Ross - Al Anshutz  
BEA President

By V. S. Sankant  
Uniserv-Director

By Alan Anshutz  
Chief Negotiator

FOR THE  
BOARD OF EDUCATION

By Kevin D. Mota  
Its President

By Barbara J. Sparker  
Its Secretary

By Richard E. Wray  
Superintendent



1986-87 SCHOOL CALENDAR

JULY 1986

S	M	T	W	T	F	S
	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		

AUGUST 1986

S	M	T	W	T	F	S
				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						

SEPTEMBER 1986

S	M	T	W	T	F	S
					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						

OCTOBER 1986

S	M	T	W	T	F	S
					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						

NOVEMBER 1986

S	M	T	W	T	F	S
					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						

DECEMBER 1986

S	M	T	W	T	F	S
					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						

KEY: 0 - In-Service No Students  
 X - School Closed No Teachers  
 Make up days (Scheduled)

[ ] 180 School Days

JANUARY 1987

S	M	T	W	T	F	S
					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						

FEBRUARY 1987

S	M	T	W	T	F	S
					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						

MARCH 1987

S	M	T	W	T	F	S
					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						

APRIL 1987

S	M	T	W	T	F	S
					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						

MAY 1987

S	M	T	W	T	F	S
					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						

JUNE 1987

S	M	T	W	T	F	S
					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						

SCHEDULE "A"

BRONSON COMMUNITY SCHOOLS  
 Bronson, Michigan 49028

SCHOOL CALENDAR

1986-87

Friday, August 22, 1986 Pre-School Conference - Staff Session  
 Monday, August 25, 1986 School Begins - First Day of Classes  
 Monday, September 1, 1986 Labor Day - No School  
 Monday, October 20, 1986 In-Service Day - No Classes  
 Thursday & Friday, November 27-28, 1986 Thanksgiving Vacation - No Class  
 Friday, December 19, 1986 Christmas Vacation begins at end of school day  
 Monday, January 5, 1986 Classes Resume  
 Friday, January 16, 1987 In-Service Day - No Classes  
 Monday, February 9, 1987 School Closed  
 Monday, March 16, 1987 In-Service - No Classes  
 Monday, March 27, 1987 Spring Vacation Begins at end of school day.  
 Monday, April 6, 1987 Classes Resume  
 Friday, April 17, 1987 School Closed- Good Friday  
 Monday, May 25, 1987 Memorial Day - No School  
 Sunday, May 31, 1987 Baccalaureate  
 Wednesday, June 3, 1987 Commencement  
 Thursday, June 4, 1987 Last Day of Classes  
 Friday, June 5, 1986 Records Day - No School

Instruction Days - 180  
 Contract Days - 185

1987-88 SCHOOL CALENDAR

JULY 1987

S	M	T	W	T	F	S
	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	

AUGUST 1987

S	M	T	W	T	F	S
						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					

SEPTEMBER 1987

S	M	T	W	T	F	S
	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			

OCTOBER 1987

S	M	T	W	T	F	S
			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

NOVEMBER 1987

S	M	T	W	T	F	S
	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				

DECEMBER 1987

S	M	T	W	T	F	S
		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			

KEY:

- 0 - In-Service No Students
- X - School Closed No Teachers
- Make up days (Scheduled)
- 180 School Days

JANUARY 1988

S	M	T	W	T	F	S
					X	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						

FEBRUARY 1988

S	M	T	W	T	F	S
	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					

MARCH 1988

S	M	T	W	T	F	S
	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		

APRIL 1988

S	M	T	W	T	F	S
					X	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

MAY 1988

S	M	T	W	T	F	S
	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			

JUNE 1988

S	M	T	W	T	F	S
			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		

SCHEDULE "A"

BRONSON COMMUNITY SCHOOLS  
Bronson, Michigan 49028

SCHOOL CALENDAR

1987-88

Friday, August 21, 1987	Pre-School Conference - Staff Session
Monday, August 24, 1987	School Begins - First Day of Classes
Monday, September 7, 1987	Labor Day - No School
Monday, October 19, 1987	In-Service Day - No Classes
Thursday & Friday, November 26-27, 1987	Thanksgiving Vacation - No Class
Friday, December 18, 1987	Christmas Vacation begins at end of school day
Monday, January 4, 1988	Classes Resume
Friday, January 15, 1988	In-Service Day - No Classes
Monday, February 8, 1988	School Closed
Monday, March 14, 1988	In-Service - No Classes
Thursday, March 31, 1988	Spring Vacation Begins at end of school day. This includes Good Friday.
Monday, April 11, 1988	Classes Resume
Monday, May 30, 1988	Memorial Day - No School
Sunday, May 29, 1988	Baccalaureate
Wednesday, June 1, 1988	Commencement
Thursday, June 2, 1988	Last Day of Classes
Friday, June 3, 1988	Records Day - No School
Instruction Days - 180	Contract Days - 185

SCHEDULE "B"

1986-87

CONTRACT  
YEAR

CONTRACT YEAR	B.A.	B.A.+18	M.A.
1.	\$17,961	\$18,481	\$19,354
2.	18,829	19,354	20,226
3.	19,878	20,400	21,273
4.	20,923	21,446	22,317
5.	21,970	22,493	23,363
6.	23,017	23,538	24,410
7.	24,063	24,583	25,457
8.	24,304	25,631	26,504
9.		25,887	27,548
10.			27,823

SCHEDULE "B"

1987-88

CONTRACT YEAR	B.A.	B.A.+18	M.A.
1.	\$19,218	\$19,775	\$20,709
2.	20,147	20,709	21,642
3.	21,269	21,828	22,762
4.	22,388	22,947	23,879
5.	23,508	24,068	24,998
6.	24,628	25,186	26,119
7.	25,747	26,304	27,239
8.	26,005	27,425	28,359
9.		27,699	29,476
10.			29,771

N.B. All persons employed as a teacher in the Bronson Community Schools as of June 10, 1976, shall be eligible for the B.A.+ schedule upon presentation of proof of fifteen (15) semester hours of work beyond the Bachelor Degree. All teachers hired subsequent to June 10, 1976, shall be eligible for the B.A.+ schedule upon presentation of proof of completion of the number of hours needed for continuing certification.

N.B. All persons employed as a teacher in the Bronson Community Schools as of June 10, 1976, shall be eligible for the B.A.+ schedule upon presentation of proof of fifteen (15) semester hours of work beyond the Bachelor Degree. All teachers hired subsequent to June 10, 1976, shall be eligible for the B.A.+ schedule upon presentation of proof of completion of the number of hours needed for continuing certification.

SCHEDULE "C"

TEACHER EXTRA-DUTY SALARY SCHEDULE

Percentage of Base Salary

Sponsors

Freshman Class Sponsor (2 positions) 1.0 ea  
 Sophomore Class Sponsor (2 positions) 2.0 ea  
 Junior Class Sponsor (2 positions) 2.5 ea  
 Senior Class Sponsor (2 positions) 2.5 ea

Directors and Advisors

Band Director 9.0  
 Choir Director 6.0  
 Play Director (2 plays per year) 5.0 ea  
 Follies Director 5.0  
 Student Council Advisor 4.0  
 Jr. High Student Council 3.0  
 Yearbook Advisor 3.0  
 FFA 5.0  
 Concession Stands \$400  
 Quiz Bowl Advisor 3.0

Girls Cheerleading

Head Cheerleading Coach HS Squads 8.5  
 7th & 8th Grade Cheerleading Coach 3.0

Girls Basketball

Varsity Girls Basketball Coach 8.5  
 JV Girls Basketball Coach 6.0  
 8th Grade Girls Basketball Coach 3.0  
 7th Grade Girls Basketball Coach 3.0

Girls Tennis

Girls Tennis Coach 6.5

Cross Country

Cross Country Coach 7.5

Boys Football

Varsity Football Coach 8.5  
 Assistant Football Coach 6.0 ea

Golf

Golf Coach 6.5

Girls Volleyball  
 Varsity Girls Volleyball Coach 7.5  
 JV Girls Volleyball Coach 5.5  
 8th Grade Girls Volleyball Coach 2.0  
 7th Grade Girls Volleyball Coach 2.0

Boys Wrestling  
 Varsity Wrestling Coach 8.5  
 Assistant Wrestling Coach 6.0  
 7th & 8th Grade Wrestling Coach 4.0

Boys Basketball  
 Varsity Boys Basketball Coach 8.5  
 JV Boys Basketball Coach 6.0  
 9th Grade Boys Basketball Coach 6.0  
 8th Grade Boys Basketball Coach 3.0  
 7th Grade Boys Basketball Coach 3.0  
 5th & 6th Grade Basketball (for both) 3.0

Girls Softball  
 Girls Softball Coach 7.5  
 JV Girls Softball Coach 5.5

Track  
 Varsity Track Coach (2 positions) 7.5 ea  
 Assistant Track Coach 5.5  
 7th & 8th Grade Track Coach 6.0

Boys Tennis  
 Boys Tennis Coach 6.5

Boys Baseball  
 Varsity Boys Baseball Coach 7.5  
 JV Boys Baseball Coach 5.5

NOTES: 1. See Article XVI, Paragraph D regarding pay.

2. This Association shall save the Board harmless against any and all claims, demands, suits, expenses, or other forms of liability, including back pay, of whatsoever kind and nature that shall raise out of any action while complying with the provisions of this Schedule "C".

3. The Board Reserves the right to commence and to discontinue these activities at any time.

Teacher Request for Leave of Absence (Article IX Master Agreement)

Directions: Submit this form to your building principal at least two days prior to the day(s) requested, if practical.

Name of Teacher \_\_\_\_\_

Date(s) Requested: \_\_\_\_\_

I hereby request that the above day(s) be granted to me for the following reason:

\_\_\_\_\_ Personal illness extending beyond period of compensated illness or disability leave (Sec. A)

\_\_\_\_\_ Critical illness in the immediate family (Sec. B-1)

\_\_\_\_\_ Emergency illness in the immediate family (Sec. B-2)

\_\_\_\_\_ Personal affairs (Sec. C-1)

\_\_\_\_\_ Death in the immediate family (Sec. C-2)

\_\_\_\_\_ Funeral of brother-in-law, sister-in-law or grandparents-in-law (Sec. C-3)

\_\_\_\_\_ Jury service or subpoenaed as a witness (Sec. C-4)

\_\_\_\_\_ Military reserve duty (Sec. C-5)

\_\_\_\_\_ MEA Leadership Conference ( Sec. C-6)

\_\_\_\_\_ Child Care (Sec. E)

\_\_\_\_\_ Other \_\_\_\_\_

Comments: \_\_\_\_\_

Note: The records on leaves of absences kept in the school business office constitute the official records of the school district. Teachers are encouraged to keep personal records on their use of leave of absence days. Teachers that request and are granted leave of absence days beyond the maximum number of days specified in the Master Agreement shall be subject to a payroll deduction.

Date \_\_\_\_\_, 19\_\_\_\_ Signature of Teacher \_\_\_\_\_

Date \_\_\_\_\_, 19\_\_\_\_ Signature of Principal \_\_\_\_\_

Principal: Forward this form to the Business Office with the payroll timesheet that covers the date(s) of absence.

