

Professional Employment Contract

This contract entered into this 1st day of July, 2009 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 whole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 for all professional teaching personnel whether under contract or on leave in the public school and any Board chartered public school academy. Substitute teachers, off-staff coaches and the Athletic Director are specifically excluded from the bargaining group.

The term "teacher" when used hereinafter in the agreement, shall refer to all employees, including that of a non-certificated counselor, 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 conferred 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:
1. 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.

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, the hours of instruction, not to exceed seven (7) hours and twenty minutes, 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 hours of instruction for duration of the agreement are outlined in Appendix A.
6. 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.
7. To determine the financial policies including all accounting procedures and all matters pertaining to public relations.

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 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.

- 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 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 Act 379 of 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/her 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.

- 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 without permission from the Principal.
- 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, gender, marital status, handicap, physical characteristics, place of residence, or outside school political activities. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, gender, marital status, handicap, physical characteristics, place of residence, or outside school political activities.
- I. 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 such matters may become the subject of negotiation by mutual consent.
- L. The Administration will maintain one official personnel file for each teacher. Each teacher shall have the right, upon request, to review and obtain or make copies of the contents of his or her own personnel file. A representative of the Association may, at the

teacher's request, be present at such review. The personnel file shall contain the following minimum items of information:

1. All teacher evaluation reports
2. Copies of all annual contracts
3. Transcript of academic records
4. 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. When new materials concerning discipline is added to the file, the teacher will be notified within three (3) calendar days.

- 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 discipline. If a teacher is reprimanded, 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.

Article IV: Financial Responsibilities and Payroll Deductions

- A. Any teacher who is a member of the Association or who has 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.
- 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.

- 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.
- E. All salary payments shall be distributed through electronic direct deposit to a financial institution of the employee's choice. One salary payment for each pay period will be transmitted at no charge. Any split payments or additional transmissions will be allowed but will result in a \$1.00 (one dollar) fee per transaction. All charges will be automatically deducted from the employees' pay.

Article V: Working Hours and Conditions

- A. Teachers shall arrive at school no later than ten (10) minutes prior to the start of the regularly scheduled school day and shall not leave earlier than ten (10) minutes after the close of the regularly scheduled school day. The administration may call a maximum of ten additional staff meetings per year. These meetings will begin at 2:55 p.m. and will be no longer than sixty (60) minutes in length, unless the meeting is called to make up for a canceled common planning time, then it shall be no longer than ninety (90) minutes. Except in extenuating circumstances, these meetings will be called by the administration one week in advance. On Mondays for which there are no meetings, teachers may leave the premises ten (10) minutes after the close of the school. 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, except during common planning time, when meetings begin at 7:35 a.m.
- C. All teachers in the elementary grades, K-5, will be provided with a minimum of 200 minutes of planning time per week during the school day, to be provided in not less than fifteen (15) minutes blocks. Each teacher shall be guaranteed at least one fifteen (15) minute block in any given day. The beginning and ending time of the day shall not be construed as planning time. Teachers in grade 6-12 shall be provided one planning period per day.
- D. The normal weekly teaching load for middle school and senior high teachers shall include five conference periods, and thirty teaching periods. Without his/her consent, no teacher shall be assigned to more than thirty periods of pupil contracts 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. For purposes of definition lunch duty, ALC, technology coordinator, and other duties which do not require preparation will not be counted as a "prep" for stipend consideration. These assignments are based on a seven period day.

In the event a teacher teaches 7 out of 7 classes, he/she shall receive 1/7 of his/her base pay as added compensation.

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

- E. Teachers who teach in grades 6-12 will receive a stipend of two-hundred and fifty dollars (\$250.00) per semester for teaching six (6) different classes. Classes that have different course titles and require different lesson plans will be considered different classes. Combined classes (i.e. Art I, II, III) will not be considered as different classes. An additional two-hundred and fifty dollars (\$250.00) per semester stipend will be paid to a teacher with an elementary split class assignment.

Overload payment does not apply to special schedule teachers assigned exclusively as librarians, counselors or special education teachers.

- F. All secondary teachers shall be entitled to a duty-free uninterrupted lunch period of thirty (30) minutes per day. Elementary teachers shall receive forty (40) minutes per day, free from student contact.
- 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. In addition to parent/teacher conferences, teachers will attend a minimum of four (4) evening events each year, as chosen by the school improvement team. The announcement of what the required events shall be and when they are to be held shall be announced no later than September 15. Examples of such events include, but are not limited to: open houses, art fairs, science fairs, musical presentations, plays, award nights and graduation ceremonies. The Britton Education Association will also encourage attendance by all teachers at other major school functions such as athletic events, PTO programs, programs of school and community interest, plays 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.
- I. Teachers shall not leave a class unattended, and shall be responsible for the supervision of students under their direction.
- J. Teachers who will be affected by a change in grade assignments in elementary school grades will be notified prior to July 1. 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 school calendar shall consist of 176 student days and 180 teacher days in 2009-10. In the 2010-11 school year the school calendar shall consist of 176 student days and 180 teacher days. During the 2011-12 school year the school calendar shall consist of 176 student days and 180 teacher days. Any mandatory increase in the number of days or the hours of instruction required by the Federal or State Government will be added to the calendar to align the district to the requirements. The district agrees to meet with the BEA to discuss the requirements. If the requirements are funded, the district and the BEA will discuss possible compensation options. If non-funded the Board and BEA will meet to discuss how and where the days or hours will be added. Funded mandates will come through the MEGS system and will show an additional funding line item as reported on the State Aid Financial Status Report.
- M. Parent-Teacher Conference. Parent-teacher conferences will be scheduled once a year through the school improvement process. The School improvement team members will schedule dates and times that they deem to be in the best interest of students, parents and staff.

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, music 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 a lounge and lavatory facilities exclusively for employee use.
- 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 week in the school principal's office each Monday by 7:40 A.M.

- 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.
- G. Should an elementary teacher be required to assume teaching duties during his/her preparation time (while students are in art, physical education, music only) additional remuneration will be made at the prorated rate of \$22.00 for 2009-10 and \$22.50 for 2010-11 and \$23.00 for 2011-12 per fifty minutes teaching period. High school teachers agreeing to substitute during their preparation period will be paid at the rate of \$22.00 for 2009-10 and \$22.50 for 2010-11 and \$23.00 for 2010-11 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 teacher 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. A certified and qualified teacher shall be given preferential consideration before the district hires an outside candidate. The Board's decision shall be final.
- 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 the teacher shall place a request in the Superintendent's office in the form of a letter of application within ten (10) days of notification of the posted position.

Article VIII: Professional and Association Leaves

- A. The Board agrees to reimburse all or part of the expenses 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 extra-curricular 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 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.

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 twenty-five dollars (\$25.00) 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 prorate 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. Upon granting of said leave, the teacher shall be entitled to return to the school system in a similar position upon the expiration of said leave.

B. Personal Leave

Teachers shall be allowed two (2) days per year of Personal Leave upon written application to the Principal or Superintendent. Personal Leave days if unused shall be added to the teacher's accumulated 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. Funerals

Teachers are allowed up to a maximum of five (5) days per year for the death of a wife, husband, child, parent, step parent, or step child brother, sister, father in law and mother in law. Three (3) days per year will be allowed for the death of a grandparent or grandchild. 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.

D. Maternity Leave

1. 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.
2. 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 in a similar position upon the expiration of said leave upon filing with the Superintendent a written statement by a physician of her proper health.
4. A teacher shall make written application to the Superintendent for reinstatement 30 days prior to the expiration of the maternity leave granted by the Board of Education.
5. If necessary, a reminder notice of the expiration date of the maternity leave shall be sent to the teacher and the teacher shall have ten (10) days to respond. Failure to respond shall be conclusively deemed a resignation.
6. Should a teacher contracted for a year's teaching assignment take maternity leave as a result of an unexpected pregnancy, said teacher, if rehired as a substitute during her maternity leave will be placed on the substitute teacher salary schedule.

E. 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.
2. To receive sick leave payments, the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician. It is understood that a teacher may go on an unpaid maternity leave after drawing sick leave payments covering the period of disability.

- F. Pursuant to the Family Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:
1. due to the birth of the employee's child in order to care for the child;
 2. due to the placement of a child with the employee for adoption or foster care;
 3. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
 4. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.
- A "serious health condition" is defined by law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider.
- Any leave taken under this contract for the above purposes shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the teacher. Other conditions of the Family and Medical Leave Act shall apply to leaves in this contract.
- G. Child Care Leave. An unpaid leave of absence up to one year renewable at the discretion of the Board shall be granted to any teacher for the purpose of child care.
- H. The Board through the administration agrees to meet with the Association to consider any job sharing proposal.

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 shall 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.
- 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/her teaching obligations will allow, full particulars of the incident in writing each time a student is excluded from the classroom. The Principal or his/her designee shall provide the teacher, as promptly as his/her administrative duties will allow a written summary of any action taken.

The Administration shall support the Association members in efforts to maintain a positive educational environment. Should an Administrator decide to alter a student's

conduct report or the outcome of a student's conduct report, as outlined in the Board approved student code of conduct, the Administrator shall confer with the teacher prior to the communication of the outcome with the student or student's parent(s).

Article XI: Lay Off Procedure

The Association and the Board realize that education, curriculum and staff to a large degree depend upon the economic funding 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
 - 1. 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.
 - 2. Qualified as defined by NCLB shall be defined as meeting State Department of Education certification requirements.
 - 3. "Days" shall be defined as calendar days.
 - 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:
 - 1. 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 tenured teachers with the least number of continuous years of service in the Britton-Macon Area School will be laid off provided they 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.
 - 3. Assignments will be made so that the highest seniority, 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:
 - 1. 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. Probationary teachers on lay off will be removed from the seniority list after two (2) years. Tenure teachers on layoff will be removed from the seniority list after three (3) years.
- 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 mail. The teacher shall accept or reject the recall in 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, the 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. The parties agree that it is the duty of the administration to evaluate all bargaining unit members. The purpose of the evaluation is to determine the extent to which a bargaining unit member is performing his/her professional duties.
- B. Probationary teachers are to be evaluated at least two (2) times each school year, including an annual evaluation based on at least two (2) classroom observations held at least sixty (60) days apart. Within twenty (20) days of the employee's first work day, each probationary bargaining unit member shall be provided with an Individualized Development Plan (IDP). The Individualized Development Plan shall be discussed and jointly developed with the probationary employee at a conference called by the evaluator for that purpose.
- C. An evaluation cycle shall be defined as having: 1) a pre-observation conference; 2) work site observation(s); 3) post-observation conference(s); and 4) a written evaluation.
- D. Tenured teachers are to be evaluated at least one (1) time every three years. Tenured teachers written evaluations must be based on at least two (2) classroom observations.
- E. 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.
- F. Evaluations will be conducted by the Superintendent or his designee or the building Principal, any of whom must be educationally certified and not a member of the bargaining unit.
- G. The evaluation shall include, but is not limited to, teaching activities which were observed with recommendations for the improvement of those which are unsatisfactory.
- H. 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.
- I. Space will be reserved on the written evaluation for a teacher's comments pertaining to that evaluation.
- J. 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.
 - 1. 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/her problem. In doing so, the teacher may be present in order to explain his/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.
2. 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.
3. This provision shall be published in the district newsletter.

Article XIV: Professional Grievance Procedure

- A. A claim by a teacher or 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 outline in this Article:
 1. The termination of services or failure to re-employ any probationary teacher.
 2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 3. Any matter involving the content of a teacher's 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 there is a violation of the agreement, he/she shall follow these steps or procedures:
 1. The Grievant shall first informally discuss the grievances with his/her immediate supervisor, individually or accompanied by a representative of the Association within ten (10) school days of the alleged violation.
 2. If the grievance is not settled orally, 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 informal discussion.

3. 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.
4. 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.
5. 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.
6. 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, whichever 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.
7. 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.

Neither party may raise a new defense or ground at this level not previously raised nor 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.

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 neither 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.
- e. He/she shall have no power to interpret state or federal law.
- f. 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/her, 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 shall be referred back to the parties without decision or recommendation on its merits.

More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

The cost of arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.

The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.

All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating association representative are to be at their assigned duty stations.

Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

Arbitration awards or grievance settlements will not be made retroactive beyond that day of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) calendar days prior to the date on which the grievance is filed.

Article XV: Act of God Days

In the event of make-up of student days and instructional hours lost due to circumstances outside the control of the district; make-up of student days and instructional hours will be no more than the state mandated student days and instructional hours needed to qualify for state aid without penalty.

In the event that the number of teacher work days and/or work hours is less than a full year credit for Michigan Public School Employees Retirement System (MPERS); additional work days and work hours will be added to insure teachers will receive a full credit year for MPERS.

Article XVI: Master/Mentor Teachers

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher shall preferably be a member of the bargaining unit who, as part of his/her assignments, has agreed to accept the role of Mentor teacher. Participation shall be voluntary.
- B. The Mentor Teacher shall be available to provide professional support, instruction and guidance in a non-threatening, collegial manner. Because the purpose of the Mentor/Probationary teacher relationship is to provide the probationary teacher the necessary assistance toward the end of quality instruction, the Board and the Association agree that the relationship shall not include any supervisory or evaluative functions.
- C. Upon request, the Administration shall make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day. The Administration may opt to have a substitute teacher cover his/her assignment. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.
- D. The building principal shall assign each mentee a mentor for a period of up to four (4) years. Teachers hired after the beginning of the school year shall be assigned a mentor prior to their 15th workday. Either the mentor or mentee may sever the relationship without explanation.

In making the assignments of mentor teacher, the building principal will consider that certain characteristics are critical to the role of the mentor teachers. In order to effectively teach, coach, and nurture new teachers, it is expected that the mentor teacher will:

- * Have demonstrated excellence in teaching.
- * Have demonstrated excellence in working with adults.
- * Have participated in professional development to remain current and maintain a high level of expertise.
- * Be a practitioner in the same certification or specialty area as the new teacher with whom he/she is paired. (It is realized that under some circumstances this may not be feasible.)

- * Be an active and open listener.
 - * Be competent in social and public relations.
 - * Be knowledgeable of human and other resources that can assist the new teacher.
- E. The Mentor/Mentee Teacher Checklist will serve as the guidelines for the master/mentor responsibilities. Modifications to this document will be made annually by the school improvement team.
- F. Master/Mentor teachers will attend monthly after school meetings, August through June, to review the components of the "Mentor/Mentee Teacher Checklist." These meetings are in addition to staff meetings outlined in Article V: "Working Hours and Conditions", section A.
- G. All new teachers will participate in the "New Teachers Induction/Orientation Program". This will be scheduled prior to the first official school day for the full teaching staff. Changes to this document will be made annually by the school improvement team.
- H. Mentors will be compensated at the rate of two-hundred & fifty dollars (\$250.00) per year. Whenever practical, the mentee shall be assigned common preparation time.
- I. Pursuant to Section 1526 of the School Code, Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three years of classroom teaching.

Article XVII: Retirement

The Board and/or the Association have the right to initiate discussions concerning retirement incentives.

Schedule A
Britton-Macon Teachers
Salary Schedule for 2009-2010

YEARS	BA	BA + 18	MA	MA + 15
0	36,307	37,771	39,233	40,696
1	37,651	39,167	40,686	42,203
2	39,043	40,618	42,190	43,765
3	40,489	42,121	43,751	45,384
4	41,986	43,677	45,371	47,064
5	43,540	45,296	47,049	48,804
6	45,150	46,969	48,790	50,610
7	46,819	48,708	50,595	52,483
8	48,552	50,510	52,467	54,423
9	50,349	52,379	54,409	56,438
10	52,214	54,318	56,421	58,526
11	54,145	56,327	58,510	60,692
12	56,149	58,411	60,675	62,937
15		59,811	62,075	64,337
20		61,311	63,575	65,837
25		62,911	65,175	67,437
30		64,611	66,875	69,137

Schedule A (cont.)

1. The Board may determine in its discretion what credit on the salary schedule will be granted for previous teaching or related experience for new hires.
2. For credit hours earned beyond permanent certification or continuing certification, the Board agrees to pay fifty percent (50%) of the cost of each credit hour. or fifty dollars (\$50.00) per credit hour whichever is less. The fee will be payable in October and will not be permanently added to the teacher's salary.
3. The re-employment of teachers honorably discharged from the military service shall be in accordance with the law.
4. A teacher who retires or leaves the system after serving at least five years in this system, shall receive \$25.00 per day 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 the system, shall receive \$25.00 per day for all unused accumulated sick days up to a total of one hundred ten (110) days.
5. Teachers may purchase MESSA Options through payroll deductions.
6. Should any specific form of national and/or state health insurance coverage be provided to the employees covered under this agreement by a federal and/or state law, the parties agree to meet to negotiate over the impact of the change(s).
7. For 2009-2010, 2010-2011, 2011-2012 insurance benefits, the Board shall provide for a twelve (12) month period, without cost to the employee, a choice of insurance benefits as listed below (i.e., Plan A or Plan B)
8. There will be a "wages only" reopener for 2010-11 and 2011-12

Plan A – for employees needing health insurance

Health	Choices II \$10/20.00 RX
Long Term Disability	Long Term Disability 66.67% 90 calendar day modified fill \$3,750 MAX.
Dental	Delta Dental 100/80/80; \$1,000 (Class I, II, III) 80:\$1,200 (Class IV)
Negotiated Life	\$1,000 W/AD & D
Vision	VSP-2

Plan B – for employees not needing health insurance

Long Term Disability	(Same as <i>Plan A</i>)
Dental	Delta Dental 100/80/80; \$1,000 (Class I, II, III) 80:\$1,200 (Class IV)
Negotiated Life	\$6,000 W/AD & D
Vision	VSP-2

All teachers have the right to participate in the Board administered Cafeteria Plan.

If a teacher opts not to avail himself/herself and his/her dependents of Board provided health insurance coverage Plan A, he/she shall be compensated through the Board's administered Cafeteria Plan at the rate of five-hundred dollars (\$500.00) per month.

MEA Financial Services will be Britton-Macon Area School's 3rd party administrator for 403b contributions. Companies must meet MEA'S Financial Services criteria.

Schedule B

EXTRA SERVICES	HEAD	ASSISTANT
Football	10%	7%
Football (J.V.)	7%	
Football Middle School	5%	
Football Asst. Middle School		2.5%
Basketball (Boys)	10%	7%
Basketball (Girls)	10%	7%
Basketball (Freshman)	6%	
Basketball (Middle School/either sex)	6% (2 teams)	4% (1 team)
Basketball (Elementary)	3%	
Cross Country-Varsity	5%	
Golf-Varsity	6%	
Golf-J.V.	4%	
Track (2 teams)	10%	
Track (1 team)	7%	
Track (Middle School)	4%	
Middle School Track-Assistant	2.5%	
Volleyball	10%	7%
Volleyball (Jr. High)	6% (2 teams)	4% (1 team)
Softball	7%	
Softball (J.V.)	5%	
Baseball	7%	
Baseball (J.V.)	5%	
High School Choir	3%	
Middle School Choir	2%	
DECA	2%	
Equations	1.5%	
School Store	2%	
National Junior Honor Society	2%	
National Art Honor Society	2%	
NCA Chair	\$1000.00	2 positions
Fall Play	3%	
Spring Play	3%	
Middle School Play	1.5%	
Yearbook	4%	
Band	9%	
Sixth Grade Camp Coordinator	2%	
6 th Grade Advisor (1position)	2%	
7 th Grade Advisor (1 position)	2%	
8 th Grade Advisor (1 position)	2%	
9 th Grade Advisor (2 positions)	2%	
10 th Grade Advisor (2 positions)	2%	
11 th Grade Advisor (2 positions)	3%	
12 th Grade Advisor (2 positions)	2%	
School Literacy Coach	2%	
National Honor Society Advisor	3%	
Student Council Advisor	3%	

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 advisors, the percentage shall always be applied on the BA minimum.

Class Advisors shall be on a voluntary basis.

All class advisors shall participate in the homecoming "Float Building".

The parties agree that the percentages specified here shall not be changed except by mutual consent, prior to September of 2012.

APPENDIX A

*Hours of instruction for the 2009-10, 2010-11 and 2011-12 shall be as follows:

Teacher staff:	7:35 a.m. – 2:55 p.m.
Instructional hours:	7:45 a.m. – 2:45 p.m.

Teachers will be in their classrooms five minutes prior to classes beginning and five minutes after classes end.

The first teacher workday in each year of the contract may be used for the following: new teacher orientation (shall be scheduled one day prior to the first teacher workday and is an additional day), organizational meetings and/or in-service training. Specific schedules for those days will be established by the school administration. (See Appendix B for years 2009-10, 2010-11, 2011-12).

Parent/teacher conference days will count as one and one half (1 1/2) days of work. Teachers who are absent due to illness, etc. will be charged one and one half days.

During the 2009-10 School years the District will be allowed to hire a retired music teacher.

During the length of this contract the District will be allowed to continue to employ Diane Matuszak.

APPENDIX B

Professional Development Days / Hours

2009-10	August 31, Sept. 1, and Sept. 2 January 18 8:00 – 11:00 AM	18 hours 3 hours
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Nine Common Planning Days 15.75 hours

Sept. 16	Feb. 17
Oct. 21	Mar. 17
Nov. 18	Apr. 21
Dec. 16	May 19
Jan. 18 (PM)	

1st Teacher Day – August 31

1st Student Day – September 8

Last Student (1/2 day) / Teacher Day – June 8

2010-11	August 31, Sept. 1, and Sept. 2 January 17 8:00 – 11:00 AM	18 hours 3 hours
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Nine Common Planning Days 15.75 hours

Sept. 15	Feb. 16
Oct. 20	Mar. 16
Nov. 17	Apr. 20
Dec. 15	May 18
Jan. 17 (PM)	

1st Teacher Day – August 31

1st Student Day – September 7

Last Student (1/2 day) / Teacher Day – June 7

2011-12	August 30, August 31, and Sept. 1 January 16 8:00 – 11:00 AM	18 hours 3 hours
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Nine Common Planning Days 15.75 hours

Sept. 21	Feb. 15
Oct. 19	Mar. 21
Nov. 16	Apr. 18
Dec. 14	May 16
Jan. 16 (PM)	

1st Teacher Day – August 30

1st Student Day – September 6

Last Student (1/2 day) / Teacher Day – June 5

Duration of Agreement

- A. This agreement shall be effective as of July 1, 2009 and shall continue in effect for the three (3) year term of this agreement until the 30th day of June, 2012.
- B. Salary Schedule: The salary schedule attached hereto and marked Schedule A shall be in effect for the 2009-10, 2010-11, and 2011-12 school years.
- C. It shall be considered a violation of this contract for the Board to promote or demote a teacher to 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.

Board of Education

President of the Association

President, Board of Education

Secretary, Board of Education