Collective Bargaining Agreement

Britton Deerfield Schools
and
The Britton Deerfield Education Association

October 17, 2022, through June 30, 2026

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Professional Employment Contract

This contract entered into this 17th day of October 2022 between the Board of Education of the Britton Deerfield Schools, hereinafter called the "Board" and the Britton Deerfield Education Association, hereinafter called the "Association," affiliated with Hillsdale Lenawee County Education Association, hereinafter called the "HLCEA", the Michigan Education Association, hereinafter called the "MEA"., and the National Education Association, hereinafter called the "NEA". The parties acknowledge that this agreement supersedes all prior contracts and past practices of the predecessor district.

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 PERA 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, young fives, pre-school and pre-kindergarten, 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 grade levels 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 eight (8) blocks, 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.

6. To determine the number and location or relocation of its facilities including the establishment or relocations of new schools, 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 negotiations 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 the Public Act of 1965 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 Revised School Code or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The teachers 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 shall pay the total cost of all materials and supplies.

D. Duly authorized representatives of the teachers in Britton Deerfield respective affiliates shall be permitted to transact official Association business on school property outside of school hours. Contacts other than this must meet with the approval of the Administration.

E. The teachers 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 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 so long as these matters are presented to the Superintendent's office one (1) week (Monday at 10:00 a.m.) prior to said meeting. Position on the agenda will be determined by

the superintendent. A board packet will be available to the B.D.E.A.'s President at the office, excluding all confidential Board materials.

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, unless required by law. 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 are 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 Revised 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 as provided by the Bullard-Plawecki employee Right to Know Act and shall return response 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.

N. If a teacher feels that a meeting with an administrator may lead to a disciplinary action, the teacher may invoke his/her Weingarten rights to representation and the meeting will be halted until such time that an Association representative may be present.

Article IV: Financial Responsibilities and Payroll Deductions

A. 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.

B. All salary payments shall be distributed through electronic direct deposits to a financial institution of the employee's choice.

Contributions to any charitable donation, 401, 403, 457 will not be assessed the transaction fee.

Article V: Working Hours and Conditions

During the month of August or September of each school year the staff will elect a leader representing the following instructional levels: K-3, 4 & 5, 6-8, and 9-12. This School Improvement Leadership team will be responsible for the coordination of all school improvement planning and implementation meetings and tasks pertaining to Britton Deerfield School's Michigan Integrated Continuous Improvement (MiCIP) processes and professional development topics.

A. The administration will hold 10 staff meetings on the first Monday of each month, except for months where other contractual obligations conflict (i.e., parent/teacher conferences, vacations, holidays, etc.) Staff meetings will be held in each of the respective buildings and will begin at 3:20 p.m. Should collaboration be necessary between staff member in both buildings, virtual meetings rooms will be used to enhance collaboration. All staff members shall attend meetings in person unless otherwise approved by the administration. If virtual meeting platforms are used, all staff members will have their cameras on for the duration of the meeting.

All staff members shall attend all scheduled district meetings. Those who have extracurricular activities (i.e., coaching) will attend meetings for Britton Deerfield Schools unless there is a scheduled contest the day of the meeting that interferes with the time of said scheduled meeting. This must be approved by the building administrators in advance.

B. Teachers shall be at their teaching stations ten (10) minutes before the start of classes each morning and remain at their teaching station until 10 minutes after the conclusion of the day or until students are safely dismissed.

C.1 All teachers in the elementary grades will be provided with a minimum of 250 minutes of planning time per week, with the intent of providing the equivalent of one middle school/high school planning period per day, during the school day, to be provided in not less than fifteen (15) minutes blocks. The beginning and ending

time of the day shall not be construed as planning time. Teachers in MS and HS shall be provided one planning period per day.

C.2 All teachers in the elementary grades will be provided with a minimum of 225 minutes of planning time per week, with the intent of providing the equivalent of one middle school/high school planning period per day, during the school day, to be provided in not less than fifteen (15) minute blocks. The beginning and ending time of the day shall not be construed as planning time. Teachers in middle school and high school shall be provided one planning period per day or an average of five (5) per two (2) weeks.

D. 1 (Seven period day) 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 contacts per week.

The Association and the Board will meet to address alternate scheduling options should student numbers predicate the need.

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.

In the event a teacher is assigned to teach in both buildings, the teachers affected will be compensated at a rate of 1/14 of their base pay.

Hours and functions of Special Schedule teachers such as counselors, librarians, music teachers, speech therapist, 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.

D.2 (Eight Block Schedule) The normal Bi-weekly teaching load for middle school and high school teachers shall include an average of five conference periods, and thirty-five (35) teaching periods. Without his/her consent, no teachers shall be assigned to more than thirty-five (35) periods of pupil contacts per week.

The Association and the Board will meet to address alternate scheduling options should student numbers predicate the need.

In the event a teacher teaches 8 out of 8 blocks, he/she shall receive 1/8 of his/her base pay as added compensation.

In the event a teacher is assigned to teach in both buildings, on the same day, the teachers affected will be compensated at a rate of 1/16 of their base pay unless

the schedule allows for a separate block of travel in addition to the teacher's conference period.

Hours and functions of Special Schedule teachers such as counselors, librarians, music teachers, speech therapist, 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 eight (8) different blocks. Classes that have different course titles and require different lessons plans will be considered different classes. Combined classes (i.e. Art I, II, and III) will not be considered. Elementary teachers required to teach a split class shall receive a stipend of $500.00 per semester.

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

F.1 (Seven (7) period day) Teachers that are required to assume teaching duties during his/her preparation time additional remuneration will be made at the prorated rate of $24.00.

F.2 (Eight (8) block schedule) Elementary teachers that are required to assume teaching duties during his/her preparation time additional remuneration will be made at the prorated rate of $24.00

F.3 (Eight (8) block schedule) Secondary teachers that are required to assume teaching duties during his/her preparation time additional remuneration will be made at the prorated rate of $43.20

G. All teachers shall be entitled to a duty-free uninterrupted lunch period of twenty-five (25) minutes per day.

H. All teachers shall be responsible for the supervision of their own class for all recess duties.

I. Each teacher and the school administrators will act as true professionals while working for and representing the Britton Deerfield Schools. In addition, teachers will attend Graduation, parent-teacher conferences, and open house. In the event of extenuating circumstances, the situation will be addressed by the Superintendent. The BDEA 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.

J. Teachers shall not leave a class unattended and shall be responsible for the supervision of students under their direction.

K. School Calendar: The school calendar shall consist of 180 student days and 183 teacher days for the 2022-23 school year and 180 student days and 184 teacher days in the 2023-24, 2024-25, and 2025-26 school years. 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 BDEA to discuss the requirements. If the requirements are funded, the district and the BDEA will discuss possible compensation options. If non-funded, the Board and BDEA 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.

L. Parent-teacher conferences will be scheduled in conjunction with the District calendar. The teachers shall attend one conference per year as directed by the administration.

Article VI: Teaching Conditions

The parties recognize the availability of optimum school facilities for both students and teachers are desirable to ensure 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 the organization of the school and the school day should be directed toward ensuring 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 computers and technology, 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 prepare lesson plans created in a template of their choosing and have daily lessons readily available at the start of each week's first class. Each teacher shall have emergency lesson plans in the student services office by the first day of each semester. This requirement allows our district to be readily prepared if a situation arises that incapacitates a staff member and would prohibit the lawful expectation of the district in providing FAPE for all students enrolled.

F. The parties understand and appreciate the need for teachers to present themselves in a professional manner. This includes, but is not limited to, teachers dressing in a manner that reflects the teacher's responsibility as the classroom leader and student mentor.

Teachers will, while engaged in the course of their employment, dress in a business casual manner. Appropriate business casual dress includes slacks or khakis, dress shirt or blouse, open-collar or polo shirt, optional tie or seasonal sport coat, a dress or skirt at knee-length or below, a tailored blazer, knit shirt or sweater and appropriate dress shoes. Britton Deerfield apparel (sweatshirts and team gear) are permitted on Fridays. Business casual may include jeans provided that the jeans are clean and in good condition, free of any tears, fading or fraying, and are worn with an appropriate shirt (listed above). The Board does require, however, that teachers refrain from wearing jeans for the three contractual obligations (open house, parent-teacher conferences, and graduation) and any event or activity that is considered to require more professional business dress such as Christmas Concerts, curriculum nights or family nights, etc.

G. 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 a Foreign Language, Computer Class, Music, Art, and Physical Education in the elementary schools.

H. The Board through the administration agrees to meet with the Association to consider any job-sharing proposal.

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. 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. 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, workshops, and seminars when such request is approved by the Principal and Superintendent.

Requests for professional development will be made by May 1st of the current school year for professional development the following school year. Requests for professional development during the current school year will be approved/disapproved by the administration.

B. Reimbursement of expenses of teachers attending conferences, clinics, workshops, 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 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. An Association officer or his/her designated representative, upon proper application to the Principal, may be given a leave of absence with pay for the purpose of performing duties for the Association. The Association shall provide the cost of a substitute teacher. 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.

E. 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.

Article IX: Authorized Leave and Absences

A. Sick Leave

Teachers shall be allowed eight (8) days sick leave per year and shall be entitled to an accumulation of the unused portion of each year's eight (8) days sick leave, accumulative to a maximum of one hundred ten (110) days. New employees will accumulate five (5) days per semester for their first year of employment. Days accumulated over the one hundred ten (110) days will be reimbursed at the rate of thirty dollars ($30.00) 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 physician's statement to the Superintendent.

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 paycheck 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 four (4) 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 or 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 use a personal day prior to the beginning of a vacation or on the first day at the conclusion of a vacation with approval from the Superintendent. The first two teachers from each building to request these personal days will be considered if coverage can be obtained for the use of the personal day.

C. Funerals

Teachers are allowed up to a maximum of five (5) days per year for the death of a wife, husband, child, parent, stepparent, or stepchild, brother, sister, father in law and mother in law, or any other person having the same relationship. 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. The five (5) days will be waived for internments due to winter, memorial services, etc.

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. **Family Medical Leave Act**

1. 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:

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

A "serious health condition" is defined by 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 governing the use of the FMLA are set forth in the law, its regulations, and Board Policy.

2. 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 childcare.

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.

When a complaint is made regarding a teacher it shall be done verbally or in writing and shall be brought to the attention of the teacher immediately by the district.

C. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher if the teacher is found innocent or is acquitted of the charge.

D. A teacher may excuse a pupil from class for disciplinary reasons as stated in the school handbook. 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 excused 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).

E. The re-employment of teachers honorably discharged from the military service shall be in accordance with the law.

Article XI: 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 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 outcome of the arbitrator 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 the 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 XII
Grievance Report
(Submit to Administration)

Name of Grievant Position Date Filed

Date Cause of Grievance occurred: _____

LEVEL 1:

1. State of Grievance (including contract provision applicable):

2. Relief Sought: _____

Signature of Grievant Signature Association Rep. Date

3. Disposition of Principal: _____

Signature Date

4. Position of Grievant and/or Association: _____

Signature of Grievant Signature of Association Rep. Date

LEVEL 2: Date Submitted to Superintendent: _____

1. Disposition of Supt.: _____

_____

_____

_____

_____

_____

_____
Signature Date

2. Position of Grievant and /or Association: _____

_____

_____

_____

_____

_____

_____ _____ _____
Signature of Grievant Signature of Association Rep. Date

LEVEL 3: Date Submitted to Board: _____

1. Disposition of Board: _____

_____

_____

_____

_____

_____

_____
Signature Date

2. Disposition of Grievant/Association: _____

_____

_____

_____

_____

_____ _____ _____
Signature of Grievant Signature of Association Rep. Date

LEVEL 4:

1. Date of Intent to Arbitrate Submitted: _____

Article XIII: Unforeseen Cancellations

In the event that a make-up of student days and/or instructional hours is necessary due to circumstances outside the control of the district; the 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 workdays and/or work hours is less than a full year credit for Michigan Public School Employees Retirement System (MPSERS); additional workdays and work hours will be added to ensure teachers will receive a full credit year for MPSERS.

Article XIV: Master/Mentor Teachers

A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the Revised 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 workday. 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. For the first 3 years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches to 1 or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the teacher. During the 3-year period, the teacher shall also receive intensive professional development induction into teaching, based on a professional development plan that is consistent with the requirements of section 3a of article II of Act No. 4 of the Public Acts of the Extra Session of 1937, being section 38.83a of the Michigan Compiled Laws, including classroom management and instructional delivery. During the 3-year period, the intensive professional development induction into teaching shall consist of at least 9 days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors.

Teachers new to the district who have 3 or more years of classroom experience will be assigned a mentor for a minimum of 1 year. If the administration sees the need, the assignment of a mentor can be extended in one-year increments.

E. The Mentor/Mentee Teacher Checklist will serve as the guidelines for the master/mentor responsibilities. This checklist will be established and reviewed by the administrative team. This checklist must be mutually agreed upon by the mentor/mentee before submission, and no mentor compensation will be granted by the district until the checklist has been completed, agreed upon and reviewed by a district administrator. Modifications to this document will be made annually by the administrative team.

F. Mentors will be compensated at the rate of two hundred & fifty dollars ($250.00) per year.

Article XV: Retirement

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

Upon the retirement of a teacher under the Michigan Public School Employees Retirement Act, MCL 38.1301, et seq., and at no other time unless expressly stated in this Agreement, and provided that the teacher provided written notice to the Superintendent of the teacher's intent to retire no later than April 15th and the teacher retires at the end of the school year, the Board will pay the teacher at a rate of $30 per day for each sick day accrued by the teacher up to 110 days. Failure to submit intention to the Superintendent by the April 15th deadline will result in the individual forfeiting their compensation for all sick days accrued, up to 110 days.

Article XVI Professional Compensation

1. New hires as of July 1, 2022, will be hired at the rate of $37,828.00, or placed on the first step of their correct lane. For the 2022-23 and 2023-24 school years steps will be frozen. However, teachers will receive a one-time, performance-based payment in lieu of their step increase for both years. Teachers will start back on the step schedule at the onset of the 2024-25 school year.
2. For credit hours earned beyond continuing or professional 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. For the 2024-25 and 2025-26 school years, teachers shall move one step on the salary schedule and will be placed on the salary schedule, in their appropriate lanes, on the first workday of the school year using the following salary schedule:

	BA	BA+15	MA	MA+18
1	37,828	39,289	42,190	43,765
2	38,870	40,388	43,751	45,384
3	39,963	41,540	45,371	47,064
4	41,113	42,755	47,049	48,804
5	42,319	44,025	48,790	50,610
6	43,584	45,365	50,595	52,483
7	44,913	46,768	52,467	54,423
8	46,306	48,238	54,409	56,438
9	47,767	49,778	56,420	58,526
10	49,294	51,384	58,510	60, 692
11	50,896	53,059	60,675	62,937
12	51,832	54,059	62,075	64,337
13	52,768	55,159	63,575	65,837
14	53,704	56,359	65,175	67,437
15	54,640	57,659	66,875	69,137
16	55,576	58,341	67,175	69,437
17	56,512	59,023	67,475	69,737
18	57,448	59,705	67,775	70,037
19	58,384	60,387	68,075	70,337
20	59,323	61,069	68,375	70,637
25	60,737	63,119	69,875	72,137
30	62,150	65,175	71,375	73,637

4. For the 2024-25 school year, eligible teachers shall move up one step on the salary schedule and appropriate lane changes on the first workday of the school year.
5. For the 2025-26 school year, eligible teachers shall move up one step on the salary schedule and appropriate lane changes for the first workday of the school year.

Article XVII: Health Care and Benefits

Insurance coverage through Lenawee County Insurance Consortium A (PAKs A, B, C, D, and E) shall be effective upon ratification through June 30, 2026 and the Board shall provide each teacher with a choice of one of the following MESSA PAK insurance coverage described below for a full twelve (12 month) period for each year of this agreement for the teacher and his/her eligible dependents, as selected by the teacher, subject to the applicable teacher contribution requirements specified below. Part-time positions will receive benefits on a pro-rated basis.

Open enrollment for insurance coverage will be announced annually to all teachers by the business office through electronic communication. The open enrollment dates have, in past-practice, been November 1st through November 15th. However, these dates are assigned by the Insurance carrier and are subject to their designation on an annual basis. Coverage begins on January 1st for selections made during open enrollment.

PAK A – MESSA Choices

- $500/$1000 deductible
- $20 OV/$25UC/$50 ER
- Saver Rx
- VSP 2 Silver
- Dental 100/80/80, $1500 annual max Class I, II, III; $80 Class IV $1500 lifetime max
- $45,000 MESSA Life Insurance
- $45,000 MESSA AD&D insurance
- LTD – 66 2/3%, 90 CDMF waiting period, must exhaust all personal sick time

PAK B – No Medical

- VSP 2 Silver
- Dental 100/80/80, $1500 annual max Class I, II, III; $80 Class IV $1500 lifetime max
- $50,000 MESSA Life Insurance
- $50,000 MESSA AD&D insurance
- LTD – 66 2/3%, 90 CDMF waiting period, must exhaust all personal sick time

PAK C – MESSA ABC Plan 1

- $1500/$3000 deductible
- ABC Rx
- VSP 2 Silver

- Dental 100/80/80, $1500 annual max Class I, II, III; $80 Class IV $1500 lifetime max
- $45,000 MESSA Life Insurance
- $45,000 MESSA AD&D insurance
- LTD – 66 2/3%, 90 CDMF waiting period, must exhaust all personal sick time

PAK D - MESSA ABC Plan 2

- $2000/$4000 deductible w/10% coinsurance
- ABC Rx • VSP 2 Silver
- Dental 100/80/80, $1500 annual max Class I, II, III; $80 Class IV $1500 lifetime max
- $45,000 MESSA Life Insurance
- $45,000 MESSA AD&D insurance
- LTD – 66 2/3%, 90 CDMF waiting period, must exhaust all personal sick time

PAK E – MESSA Choices

- $500/$1000 deductible w/20% coinsurance
- $20 OV/$25UC/$50 ER
- Saver Rx with Mandatory Mail for maintenance prescriptions
- VSP 2 Silver • Dental 100/80/80, $1500 annual max Class I, II, III; $80 Class IV $1500 lifetime max
- $45,000 MESSA Life Insurance
- $45,000 MESSA AD&D insurance 22
- LTD – 66 2/3%, 90 CDMF waiting period, must exhaust all personal sick time

Effective July 1, 2019, the Board's contribution toward monthly premiums for PAK A, PAK B, PAK C, PAK D, or PAK E will be as follows:

$ 6,220 annually for single person
$12,741 annually for individual and spouse (two person)
$16,961 annually for full family

If, at any time during this Agreement, the Board's total insurance premium cost (including medical/health, LTD, Dental, Negotiated Life and Vision) is less than the Board's contribution as listed above, the difference between the Board's premium contribution and the member's premium contribution shall be forwarded to the teacher's HSA, or, FSA, if permitted by law or paid directly to the teacher. The member shall make the choice of how this is paid out. Two payments shall be made: One before December 31st of each year and the second before June 30th of each year.

The teacher shall contribute any cost above the Board's contribution to pay the premium cost in full. The teacher's contribution shall be payroll deducted.

Each bargaining unit member must elect to be covered by, PAK A, PAK B, PAK C, PAK D, or PAK E as specified above.

Teachers selecting PAK B will receive a cash stipend for the duration of this agreement.

If a member opts to not avail himself/herself and his/her dependents of Board provided health insurance coverage, he/she shall be compensated at the rate of six-thousand five hundred ($6,500) spread over twenty-six (26) pays to the extent permitted by law. PAK B benefits (life, LTD, AD&D, vision and dental) will be paid for by the district.

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

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 this impact.

Schedule B

EXTRA SERVICES	*HEAD*	*ASSISTANT/JV*
Football	10%	7%
Football (J.V.)	7%	5%
Football Middle School	5%	
Football Asst. Middle School		2.5%
Basketball (Boys)	10%	7%
Basketball (Girls)	10%	7%
Basketball (Middle School/either sex)	6% (2 grade levels)	4% (1grade level)
Cross Country-Varsity	5% (1 or 7% 2)	
Golf-Varsity	6%	
Track (2 teams)	10%	
Track (1 team)	7%	
Track Asst.	5%	
Track (Middle School)	4%	
Volleyball	10%	7%
Volleyball (Middle School)	6% (2 grade levels)	4% (1 grade level)
Softball	7%	
Softball (J.V.)	5%	
Baseball	7%	5%
Baseball (J.V.)	5%	
National Junior Honor Society	$500	
HS/MS Drama (2 plays)	$500 per play	
HS Yearbook	$1000	
MS/Elem. Yearbook	$500 each (one from ea. Building required)	
HS Band	9% (10% if both HS and MS)	
MS Band	7%	
Sixth Grade Camp Coordinators (2 coordinators) • $75.00 each evening for spending the night for up to two teachers	$300 each	
9th Grade Advisor (float & 1 approved fund raiser)	$700	
10th Grade Advisor (float & 1 approved fund raiser)	$700	
11th Grade Advisor (2 positions—float, prom, after-prom)	$1000 each	
12th Grade Advisor (2 positions—float, Winterfest, Graduation)	$900 each	
National Honor Society Advisor	$700	
MS Student Council Advisor	$500	
HS Student Council Advisor (parade and Homecoming)	$1000	
School Improvement Leadership Team	$500 each	

Class advisors shall be on a voluntary basis. Middle School class advisors will be assigned by administration in the absence of volunteers. Middle School class advisors are not a part of schedule B.

All class advisors shall participate in the homecoming "Float Building." This includes securing a site for students to work on their class float and remaining with them during all float building activities. If an advisor cannot remain with their class because of another school related conflict, administration must be notified, and a delegate will assume responsibility in their absence.

All extra services pay for on-schedule employees shall be based on the following schedule:

0BA	$34,175	13	$55,769
1BA	$36,307	14	$57,442
2BA	$37,651	15	$59.165
3BA	$38,870	16	$60,940
4BA	$40,489	17	$62,768
5BA	$41,986	18	$64,651
6BA	$43,540		
7BA	$45,150		
8BA	$46,819		
9BA	$48,552		
10BA	$50,349		
11BA	$52,214		
12BA	$54,145		

Duration of Agreement

A. This agreement shall be effective as of October 17, 2022, upon ratification, and shall remain in effect until June 30, 2026.

In Witness Whereof The Parties Have Hereunto Set Their Hand And Seals:

B.D.E.A., H.L.C.E.A. , M.E.A, N.E.A.

President of the Association

Board of Education

President, Board of Education

Secretary, Board of Education