

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE
BERKLEY SCHOOL DISTRICT
AND THE
BERKLEY EDUCATION
ASSOCIATION, MEA/NEA**

2010-2011

2011-2012

MEA

Michigan Education Association

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AGREEMENT

This Agreement entered into this 13th day of September, 2010, effective August 29, 2010, by and between the Board of Education of the Berkley School District, Berkley, Michigan, hereinafter called the "Board" and the Berkley Education Association, a nonprofit incorporated body under the laws of the State of Michigan, hereinafter called the "Association".

PREAMBLE

The Berkley Education Association, MEA-NEA, and the Board of Education of the Berkley School District hereby affirm their mutual interest in the development of educational programs of the highest quality, consistent with community resources, for the benefit of the students and the Berkley School District community and their recognition of teaching as a public trust and a professional calling.

WHEREAS, The Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, and amended in June 1973, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment.

NOW THEREFORE, IT is agreed:

ARTICLE I
Recognition

Section 1 The Board recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of Michigan 1965, for all regular, certified teaching personnel, counselors, media specialists, and members of the special education staff (excluding substitute/guest teachers, adult and continuing education teachers, directors, administrators, and all other employees) as certified on February 2, 1966. The term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.

Section 2 The Board agrees not to negotiate with any teacher or teacher organization other than the Association with respect to wages, hours, terms and conditions of employment for teachers covered by this Agreement for the duration of this Agreement.

Section 3 For all items of this contract, and in all areas of employment, all non-certified professional personnel who are fully approved, certified or licensed by the State Department of Education or the State Department of Licensing and Regulation shall enjoy all rights and privileges guaranteed to certified tenure teachers under this contract. This shall include the right to due process with the right to administrative hearings before the Superintendent and hearings before the Board in the event of

disciplinary action, demotion, or dismissal. Each educator shall have the right to have a representative of his/her choice present at such hearings.

This shall not be construed to extend to non-certified personnel the right to a hearing before the Michigan Teacher Tenure Commission unless such right is guaranteed by state law.

Section 4

- A. Each bargaining unit member 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 agreement join the Association or pay a service fee to the Association.
- B. Any bargaining unit member who is a member of the Association, has applied for membership, or who has elected to pay the service fee as specified above, shall sign and deliver to the Board an assignment authorizing payroll deduction of such amounts. Such authorization shall be continued from year to year unless revoked in writing between August 1 and August 31 of any year. Deductions will be made per a schedule agreed to between the Association and the Business Office.
- C. In the event a bargaining unit member does not pay the service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, terminate the employment of such bargaining unit member forthwith. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- D. The Association shall in all cases of noncompliance with this Article, notify the bargaining unit member by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide for ten (10) days for compliance, and shall further advise the bargaining unit member that a request for discharge may be filed with the Board in the event compliance is not effected.
- E. On or before the 15th of September of each year, the Association shall notify the Board of the amount of the annual dues payable by members of the Association and the equivalent amount payable by nonmembers pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in equal installments, as nearly as may be, from the paycheck of each teacher who has executed an individual contract of employment and pay such amount to the Association or its delegates within five (5) calendar days. Upon remitting such amounts, the Board shall have no further liability or responsibility with respect thereto. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation service fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the

service fee for that given school year.

- F. The only exceptions to the above shall be those teachers that inform the Association in writing prior to September 1st of each year of their intent to pay their dues in one cash payment. Should this cash payment not be received by October 15th of each year, Section A above will be enacted.
- G. In the event of any action against the Board brought in a court of administrative agency because of its compliance with Section 1-4 (Agency Shop provision) of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Board gives timely notice of such action to the Association;
- and,
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

Section 5 The Association agrees that in any action so defended it will indemnify and hold harmless the Board and Administration from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with Section 1-4, but this does not include any liability for unemployment compensation.

ARTICLE II
Board Rights and Responsibilities

Section 1 The Board, on its own behalf and on behalf of the electors of the school district, hereby retain and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to, subject to the terms and conditions of this Agreement:

- A. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the Berkley School District.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
- C. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees in keeping with accepted professional responsibilities, determine the size of the work force and to pay employees.
- D. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the

above and establishing standards of operation, the means, methods and processes of carrying on the administrative work of the District.

- E. Determine the policy affecting the selection, testing, or training of prospective employees. This includes passing an employment physical.

Section 2 In meeting such responsibilities, the Board acts through its administrative staff. The Board and administrative staff shall be free to exercise all of its managerial rights and authority subject to the terms and conditions of this Agreement.

Section 3 The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

ARTICLE III **Teacher Evaluation and Progress**

Evaluation of all staff will be achieved through a multifaceted, ongoing process that uses a positive approach to stimulate self-improvement as well as to create a continuous focus on improved instruction and/or the delivery of instructional support. The supervisor and staff member share the responsibility for this procedure. The fundamental supervisory activity of this program is the collaborative development of specific teaching or direct job-related goals. Though there is a summative evaluation document at the end of the appraisal process, this program is largely formative in nature in that data is gathered for the purpose of improving job performance. The program provides a framework that encourages techniques found in current literature on best practices, and

its purpose is to focus on increased teaching effectiveness and student learning.

Goal Setting Model

The Berkley goal-setting program as jointly developed, has three separate components.

They are

1. Non-tenured teachers: **Teacher Evaluation Program**
2. Tenured teachers meeting, at least, basic performance expectations: **Teacher Enhancement Program**
3. Tenured teachers needing assistance (not meeting basic performance expectations): **Intensive Assistance Program**

SECTION 1

Teacher Evaluation Program for Non-Tenured Teachers

- A. Non-tenured teachers shall be observed and evaluated by the administration a minimum of two (2) times (at least 60 days apart) each school year during their probationary years in the district.
- B. An Individual Development Plan (IDP) will be developed with the teacher during the probationary period according to the Tenure Act. (The IDP form is in Appendix G-1.)

Goals may be developed in one or more of the following areas:

1. Planning and Preparation
2. Classroom Environment
3. Classroom Instruction
4. Professional Responsibilities

- C. A mentor for each probationary year during the first three (3) years of probation will be appointed for one (1) year and may be reappointed.
- D. Probationary teacher final appraisals are to be submitted to the Director of Human Resources the first week in March.
- E. Probationary teachers may be discharged upon recommendation of the Superintendent and approval of the Board. All dismissals of probationary teachers shall be subject to review under the grievance procedure up to and including Level 3 of the grievance procedure and shall not be subject to arbitration.

SECTION 2

Teacher Enhancement Program for Tenured Teachers

- A. Tenured teachers who meet expectations in all areas shall participate in a goal-setting process, where goals are established. (A *"Self-Assessment Worksheet"* (Appendix G-2) and a goal-setting form, *"Self-Directed Teacher Enhancement Plan "*, Appendix G-3.) This process is formally initiated for each teacher at least every three (3) years, and is an ongoing collaborative effort between teacher and administrator during the course of the appraisal period. The formative portion (i.e., the data gathering portion) of the appraisal process, may vary in length but is to be not less than one year nor more than 3 years. The length of the formative portion is to be mutually agreed upon by the teacher and administrator. A written summative evaluation is completed by the administrator at the end of the appraisal process. (A form, *"Teacher*

Enhancement Summary" is in Appendix G-4.)

- B The staff member and immediate supervisor or mutually agreed upon designee will participate in the goal-setting process.
- C. Itinerant staff will be appraised by a designated home supervisor.
- D. Goals will be developed in one or more of the following areas:
 - 1. Planning and Preparation
 - 2. Classroom Environment
 - 3. Classroom Instruction
 - 4. Professional Responsibilities
- E. Measuring progress towards meeting the goals is a joint effort of the teacher and administrator. Several techniques can be employed to formatively collect data. These include, but are not limited to:
 - 1. Reflection conferences where teacher and administrator meet periodically to discuss progress towards achieving the identified goals. (An optional form, *"Teacher Enhancement Meeting Log"*, to record such discussions is in Appendix G-5.)
 - 2. Formal observations that may include pre-observation conferences and/or post observations conferences.
 - 3. Artifact collection
 - 4. Student evaluations
 - 5. Teachers' self-reflections
 - 6. Portfolio development
 - 7. Evidence of student learning

During the actual appraisal period (following the goal-setting conference to the time of completion of the summative evaluation report) records of the interactions, contacts, observations, activities, and so forth between the supervisor and the staff member should be kept.

- F. A final appraisal conference is held at the end of the appraisal period and a written copy shall be given to the teacher. Within five (5) work days following receipt of same, if a teacher requests, a conference will be held with the administrator to discuss the appraisal. If a teacher disagrees with the appraisal, he/she may submit a written statement which shall be attached to the file copy of the appraisal in question and/or submit a complaint through the grievance procedure.
- G. The *"Teacher Enhancement Summary"* is submitted to the Director of Human Resources by the third week in May. The write-up includes a summary of the appraisal process, recommendations for any follow-up, and optional remarks. Signatures represent completion of the process.

SECTION 3

Intensive Assistance Program for Tenured Teachers

- A. The Intensive Assistance Program is an attempt to assist a staff member who is demonstrating professional performance deficiencies. The purpose is to restore performance to an acceptable standard.
- B. The appraisal of the performance expectations will be made through a

supervisor's daily contact and interaction with the staff member, and will be based on the standards contained in the framework that details the four goal areas to be used for evaluation of teachers.

C. A teacher who demonstrates deficiencies can be identified in two ways:

1. **A staff member who is not successfully meeting performance**

expectations: The appraisal of the goal setting process will be made through a supervisor's contact and interaction with the staff member. When problems occur in any of the goal areas, the staff member will be verbally contacted by the supervisor to remind him/her of the expectations in the problem area and to provide whatever assistance might be helpful. If the problem continues or reoccurs, the supervisor will prepare and issue to the staff member a written plan of assistance, identifying the performance standards which have not been met, the specific ways in which the staff member is to improve, and the assistance to be given by the district.

2. **A staff member who is not successful in the goal-setting process of**

Teacher Enhancement: The appraisal of the goal setting process will be made through a supervisor's contact and interaction with the staff member. If, at the completion of at least one cycle of the goal setting process, it is determined that a staff member is unsuccessful in establishing appropriate goals and/or attaining the established goals within the time frame mutually agreed upon during the goal setting conferences, the administrator will prepare and issue to the staff member a written plan of assistance, identifying the goals which have not been

met, the specific ways in which the teacher is to improve and the assistance to be given by the district.

- D. Prior to being placed on a plan of assistance, the district shall notify the Association President, and the staff member shall be entitled to have a representative of the Association present during the meetings to discuss such plan of assistance between the staff member and the supervisor.
- E. In the event it is determined that a staff member's performance continues to be unsatisfactory after the intensive assistance process, steps will be taken to initiate dismissal in accordance with the Tenure Act.
- F. If performance improves, the staff member will re-enter the goal-setting (Teacher Enhancement) process for the following school year.

Section 4

- A. Evaluation of teachers, including observations and written statements for such purpose, is the responsibility of the Administration. No member of the bargaining unit can observe or make written statement of an evaluative nature which can be used in the evaluation of another member of the bargaining unit. However, this provision shall not prohibit members of the bargaining unit from activities, including classroom observations, which are part of efforts to assist other members of the bargaining unit. Persons other than administrators who are not members of the bargaining unit will not observe or make written statements which can be used in the evaluation of a teacher unless the teacher has been placed on the Intensive Assistance Program.

- B. All administrators involved in evaluations shall be trained in the techniques, criteria and implementation of the Teacher Evaluation Program.
- C. Prior to the beginning of the Teacher Evaluation Program, each teacher to be evaluated shall be informed, in writing, as to who that teacher's evaluator of record will be.
- D. The names of teachers involved in the evaluation process shall be provided to the Association president each fall.

Section 5 All monitoring or observation of the work of the teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices, shall be strictly prohibited.

ARTICLE IV **Association Rights and Responsibilities**

Section 1 The Board will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his/her membership in or participation in the activities of the Association.

Section 2 The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board and the Association agrees to be bound by any lawful order or award thereof.

Section 3 The Board grants the Association the right to the reasonable use of school premises for its professional or business meetings upon the prior written request made by the Association and approved by the Superintendent or his/her designee. The Association agrees to pay any overtime costs for use of facilities which may be incurred by the Board.

Section 4 No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises.

Section 5 The Board shall designate a bulletin board or an adequate portion thereof in each building for the posting of Association business notices and social announcements. All such notices, or announcements, shall contain the signature of an Association official.

Section 6 The Association will have access to all means of communications for its business notices and social announcements. The public address system may be used by the Association at the normal time for such announcements. A copy of all informational announcements, questionnaires, surveys, evaluations, and other general membership distributions or circulations initiated by the Berkley Education Association shall be given to the building principal and a copy sent to the Assistant Superintendent at the time of such distribution or circulations.

Neither the Berkley Education Association nor any of its members shall contact any outside agency or organization or vendor on behalf of the Berkley School District for the purpose of seeking advice, counsel, making purchases or acquiring services, or support without the express permission of the appropriate administrator.

Section 7 The Board agrees to furnish to the Association, in response to requests, copies of all available public information concerning the financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of teachers. The Board also agrees to provide the Association such information as may be necessary for the Association to process any grievance or complaint.

The Board shall make available for the Association all documents which are freely available to the public. It shall not be required to provide the Association with management documents such as Budget Responsibility Reports nor to compile information not available to the general public.

Section 8 The Board shall place on the agenda of any regular Board meeting, matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office by the close of the business day on the Wednesday prior to said regular Board meeting

Section 9 Any state or federal grant applications must be brought to the attention of the Association prior to filing.

Section 10 The Association President shall be half-time released at Board expense for the performance of Association business and coordinating the mentor program and new teacher training along with District representation. The Board maintains right of assignment. Any high school teacher serving as Association President shall not be scheduled to teach any periods after lunch in a block schedule.

The Association President shall be considered to be employed full time by the Board for all purposes during the term of office.

Section 11 The Association shall be given, upon the authorization of the Association President, thirty (30) days release time to be utilized by Association officers or representatives for attendance at professional activities such as professional conferences, workshops, R.A. Assemblies and grievance proceedings. Said days shall accumulate from year to year. An additional fifteen (15) days of released time will be granted and the Board will be reimbursed by the Association for each of these days used at the current substitute rate. The last five (5) days will be used subject to the approval of the Director of Human Resources.

Section 12 The BEA President and designee of the Board will confer regarding assignment of members to District committees.

ARTICLE V **Teacher Rights and Responsibilities**

Section 1 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 applicable Civil Service laws and regulations. The rights granted hereunder to the teachers shall be in addition to those provided elsewhere.

Section 2 Teachers shall be entitled to full rights of citizenship and no lawful religious or political activity of any teacher, or lack thereof, shall be grounds for any discrimination or discipline with respect to the professional employment of such

teacher; provided, however, that no teacher shall engage in any religious or political activity in the course of his/her school day employment.

Section 3 The Association and the teachers recognize it is neither their function nor right to assume administrative responsibilities. The teacher recognizes his/her responsibility to uphold and hereby agrees to uphold, all written policies, written rules, and written regulations promulgated by the Board, providing those policies, rules and regulations are not in conflict with this Agreement. To this end the District's Teacher Handbook, which contain teacher professional responsibilities, school rules and regulations, will be given to teachers. In addition, a copy of the school district's policy manual will be available to teachers upon request. Any new or revised school district policies that concern staff will be communicated to staff through an inter-district publication (i.e., green sheet).

Section 4 It is agreed to by the parties that the evaluation of students is the responsibility of the teaching staff. No grade may be changed unless either the teacher who issued the grade concurs or the majority of the Grade Review Panel approves of the change. The Grade Review Panel shall be composed of three (3) teachers selected by the Association, one (1) Board member and the Superintendent or his/her designee. Should the teacher not concur and the panel approve the grade change, the teacher may appeal the decision to the Board. The decision of a majority of the board members elected and serving will be final.

Section 5 The management of students during the school day is an integral part of every professional educator's responsibility, and therefore, all professional

educators shall take appropriate and effective action to promote conditions in school buildings and on school property which are conducive to good discipline.

Section 6 The Association and the teachers recognize the responsibility to implement the philosophy, goals, objectives, and curriculum as adopted by the Board.

ARTICLE VI **Teacher Protection**

Section 1

- A. The Board will give support and assistance to teachers with respect to the maintenance of control or discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the teacher shall notify the principal in writing and the principal shall take appropriate and necessary action. The teacher shall be advised in writing of such intended course of action within five (5) school days.
- B. Any discussion between administrators and teachers on issues of discipline or methods of instruction shall be conducted in private and not in the presence of students, parents, or other teachers not directly involved in the particular situation unless there is prior agreement with the teacher.

Section 2

- A. A teacher may remove a student from a classroom to the appropriate administrative office for one class period when in the judgment of the teacher, the persistence of the misbehavior or the disruptive actions of the student makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal full particulars of the incident in writing within twenty-four (24) hours. For purposes of this section, an elementary period shall be defined as one (1) forty-five (45) minute period of time. The administrator will consult with the teacher on a course of action within twenty-four (24) hours. In the event of a serious offense, the teacher may immediately remove the student from the classroom to the appropriate administrative office provided that full particulars are furnished to the principal in accordance with procedures outlined on the conduct referral form. This should be done as expeditiously as possible. The principal or assistant principal shall determine the appropriate action to be taken. The teacher shall be advised in writing of such action or intended course of action within two (2) school days following receipt of the above mentioned statement.
- B. When three charges of serious misconduct, as determined by mutual agreement of principal and teacher, are filed on a student in any one semester, a formal disciplinary hearing may be initiated by the teacher. The hearing will be convened by the principal or his/her designee in accordance with due process requirements. Any or all action to be taken

by the principal or his/her designee must be reported in writing to the teacher involved within two school days of the filing of the third referral form.

- C. Upon the fourth charge of misconduct, as mutually determined by the principal and teacher, notification will be sent to the Superintendent. The teacher will be notified of any subsequent action.
- D. A teacher also has the option of suspending a student for one day in accordance with MCL 380.1309 (Appendix F-1) and Board Policy JDBA (Appendix F-2).

Section 3 Any complaints by a parent, student, teacher, or other shall be promptly called to the teacher's attention. No formal action shall be taken upon any such complaint, nor shall any notice thereof be included in said teacher's personnel file unless such matter is brought to the attention of the teacher concerned and a copy of such complaint, if the complaint was made in writing, is given to said teacher. All information forming the basis for disciplinary action will be made available to the teacher and the association. The teacher will have the opportunity to attach a written reply to the complaint. In addition, the teacher may request a hearing with the appropriate administrators. A representative of the Association may be present. If any questions of breach of professional ethics on the part of the teacher is involved, the Association shall be notified.

Section 4 Teachers shall observe all written rules concerning discipline of students as are established by the Board and the State of Michigan under Public Act

290, 1964. In the event criminal or civil proceedings are brought against any teacher in the course of his/her employment, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such teacher. In the event the Board refuses to furnish counsel and the teacher ultimately is found not guilty, the Board will fully reimburse the teacher for legal counsel fees expended. The teacher shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the teacher, excluding any legal fees paid by insurance or other sources.

Section 5

- A. Any incident of assault on a teacher shall be immediately reported, by the principal, to the Superintendent.
- B. In the event of legal action resulting from an incident of assault on a teacher, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such teacher. In the event the Board refuses to furnish counsel and the teacher is ultimately upheld by the courts in such action, the Board will fully reimburse the teacher for legal counsel fees expended. The teacher shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the teacher excluding any legal fees paid by insurance or other sources.

Section 6 Time lost by a teacher in connection with any justifiable incident mentioned in this Article, shall not be charged against the teacher.

Section 7 No material of a negative nature originating after original employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall signature be interpreted to mean agreement with the content of the material.

Section 8 A teacher will have the right to review the contents of all records of the district pertaining to the said teacher, originating after original employment, excluding confidential recommendations, and to have a representative of the Association accompany him/her in such review.

Section 9 Any action taken against a teacher including discipline, demotion, or discharge, shall be for reasonable and just cause and appropriate to the behavior which precipitated such action.

Section 10 If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be entitled to have a representative of the Association present. Whenever a teacher shall meet with an administrator, and such meeting will result in disciplinary action, the administrator shall notify the teacher of the purpose of the

meeting prior to beginning the meeting, and notify the teacher of his/her right to representation. If the teacher requests representation, no further action or discussion shall take place until a representative of the Association appears, which shall in all cases be within two (2) work days.

Section 11 If a teacher is injured in the course of employment, free medical, surgical, or hospital care shall be furnished by the Board at a designated medical facility for the initial visit. Subsequent medical care may be pursued at a medical facility chosen by the teacher as provided under the Worker's Disability Compensation Act.

Section 12 In the event a teacher becomes disabled during the course of the school year, he/she may be given consideration for employment in another capacity in the district.

Section 13 Persons other than administrators shall be allowed in teachers' classrooms only according to the following guidelines:

- A. The teacher will be notified at least 24 hours prior to the visitation.
- B. The teacher will be informed of the purpose of the visit.
- C. The teacher will have the opportunity to inform the administration and the person making the visitation of their teaching plans prior to the visitation.
- D. Where the person is not a regular employee of the District, such visits shall be limited to one (1) visit per week without the expressed permission of the teacher.

Section 14 Bargaining unit members who are not routinely required to make home visits with students and/or parents as a part of their normal duties shall: 1) be

accompanied by an administrator or other authorized school district designee; 2) be covered by the school liability insurance with at least \$1,000,000.00 coverage inclusive of his/her automobile; 3) be authorized by the appropriate administrator, and 4) be reimbursed for mileage and time spent, including travel, at the appropriate IRS and personal hourly rates for the teachers.

Bargaining unit members who are required to perform such home visits as part of the daily duties are excluded from #1 above, unless circumstances warrant; consultation with the Student Services Director can activate #1.

Section 15 Use of new District adopted software/technology shall not be mandated until a pilot program has been implemented to assess the effectiveness and feasibility of such programs, as well as training for staff persons using new programs.

For new District adopted curriculum, training shall be provided for staff before implementation.

Section 16 In the event that software/technology programs are not functioning properly, the due date of any work assignment dependent upon such software or technology shall be adjusted accordingly to allow for adequate completion of necessary work.

Section 17 Consideration will be given to limit District meetings, due dates, inservice, etc., during parent/teacher conference and report card weeks.

ARTICLE VII

Teaching Hours and Teaching Load

Section 1

- A. All staff shall be on the school premises by such time as they individually require to prepare and be ready for the commencement of the normal student day and shall be required to remain on duty throughout the normal student day.

- B. The building administration retains the right to call upon teachers to assist in the management of the building when deemed appropriate and necessary on a temporary basis to restore and/or maintain order. All staff will continue to assume their responsibility for guidance and leadership of student behavior at all times during the school day.

Section 2 All bargaining unit members shall receive a duty free

uninterrupted lunch period according to the following schedule:

High School	-	45 minutes
Norup K-8	-	50 minutes
Anderson Middle School	-	45 minutes
Elementary School	-	45 minutes

Time required to travel between buildings shall not be counted as a portion of any teacher's lunch period.

Section 3

- A. The Board will attempt to provide relief periods for all teachers servicing elementary buildings through procedures mutually established by the staff

in each building. However, it is understood that said relief periods will no longer be guaranteed.

- B. Time required to travel between buildings shall not be counted as a portion of any teacher's preparation and/or relief period. Generally, fifteen (15) minutes will be scheduled for this purpose unless the distance between buildings or other unique circumstances require additional time up to twenty (20) minutes.
- C. Senior high and middle school counselors and media specialists shall have relief periods equal to the teachers' preparation time to be approximately equally divided between the morning and the afternoon. This access to relief and/or preparation periods shall also be guaranteed to all other bargaining unit members.

Section 4 – Preparation Periods

High School:

- A. With an eight (8) period block schedule, each full-time teacher will teach six block classes (6) each semester. Each teacher shall be guaranteed a minimum of one (1) preparation period per day each semester.

Part-time teachers shall be provided one-half (1/2) hour of preparation time per day for each class taught up to a maximum of one (1) preparation period per day. In addition, part-time teachers on alternate day schedules may teach all periods on their scheduled day. If this occurs, the teacher shall be compensated for one (1) preparation period per day to be scheduled on the teacher's own

time.

Middle School:

- B. The normal classroom teaching load in the middle schools will be 355 minutes inclusive of a preparation period of not less than forty-five (45) minutes. During this time, each middle school teacher shall either be assigned to five (5) academic assignments and a team period or six (6) academic assignments.
- C. Elementary – Each elementary teacher shall receive a minimum of two hundred eighty-five (285) minutes of prep time each week with at least one block of thirty (30) minutes each day.
- D. NORUP INTERNATIONAL SCHOOL (K-8) – With the Six Day Block Schedule, any teacher whose schedule does not have a plan on the sixth (6th day) will be compensated for the missed planning time.
- E. ITINERANTS IN MULTIPLE BUILDINGS – Itinerant teachers shall receive a minimum of fifteen (15) minutes per day of planning at each building they are assigned, (excluding their initial building assignment) inclusive of the contractual minimums established in Section 3.b and Section 4. A-B in this Article.

Section 5 The Board will pay the teacher at his/her hourly rate for time spent in any meeting in excess of thirty-five (35) hours per year, excluding those meetings necessary to resolve student or parent issues. For purposes of this Section, the teacher's hourly rate shall be one-tenth of one percent of his/her base salary. Teachers may meet on a voluntary basis with their building administrator

to resolve instructional problems, and to assist in curriculum development and implementation. Administrators and/or designee will attempt to keep the duration of staff development, faculty and/or department to less than seventy-five (75) minutes, and these meetings will commence fifteen (15) minutes beyond the student day.

At least one week's notice will be given for any additional staff meetings to meet the 35 hour requirement and/or any make-up meetings for cancelled staff meetings.

Section 6 The Board will not require teachers to teach as substitutes in excess of their normal weekly teacher load, or in lieu of their normal assignment unless agreed upon by the individual teacher. (Refer to Appendix J). Should a teacher substitute, remuneration will be on the following basis:

High school (block) – one-sixth (1/6) of one (1%) percent of the BA base salary per period. Two (2) or more teachers may share the substitute responsibility. If this occurs, each teacher shall receive a prorated amount.

Middle school - 1/10 of 1% of the B.A. base salary per period.

Elementary - 1/10 of 1% of the B.A. base salary per art period; 2/3 of 1/10 of 1% of the B.A. base salary per vocal music, foreign language and physical education period.

Section 7 If a teacher is assigned a duty period, such assignment should be of a regular and specific nature. If deviation from the regular schedule is necessary, notice of such must be given before a duty or planning period begins or a teacher will be paid for the period at the hourly/period base rate. (Refer to Appendix J).

Section 8 The Board will not require a teacher to regularly teach more than the normal teaching load as set forth in this Agreement unless the teacher agrees to such assignment and unless he/she receives additional compensation prorated at one-fifth (1/5) of the teacher's contracted salary for each additional teaching period in a traditional high school schedule, or one-sixth (1/6) of the teacher's contracted salary for each additional middle school teaching period.

In no case, however, shall the implementation of this Section result in not recalling a teacher minimally to a one-half time position.

With an eight (8) period high school block schedule, a teacher shall receive additional compensation prorated at one-sixth (1/6) of the teacher's contracted salary for each additional teacher period.

Itinerant teachers who, because of the varied start and end times of the student day in the different buildings, may work a long day and shall receive additional prorated compensation.

Section 9 Every attempt will be made to keep Elementary Music, Physical Education, Art and Media/Technology classes not less than thirty (30) or more than forty-five (45) minutes for grades K-3; fifty-five (55) minutes for grades 4-5. In no case will any special class be longer than sixty (60) minutes in grades 4-5. Elementary foreign language will not be less than thirty (30) minutes including five (5) minutes passing time, if necessary.

Section 10 The scheduling of itinerant teachers is dictated by program and staffing needs. However, the parties recognize that traveling between schools on the

same day, and serving more than one school each day presents difficulties. To this end, every attempt will be made to assign art, music, foreign language and physical education teachers so as to limit the number of buildings serviced and to promote continuity of assignment from year to year. Every attempt will be made to limit the number of buildings to less than four (4) per day. A BEA member representative from each special subject area will sit on the District's Special Subject Schedule Planning committee.

If program and/or staffing needs are such that these goals cannot be attained, the circumstances will be communicated to the teacher and the Association President.

Section 11 Each Library Media Specialist's school year may be extended one week before and one week after the school year. Such time will be remunerated at the individual's per diem salary amount for each day of the extension.

Section 12 Because many of the schools in the District serve as election precincts, schools will be closed (non-attendance day for students) on National Election Days and the calendar will reflect that accordingly.

ARTICLE VIII **Teaching Conditions**

The parties recognize that the availability of optimum school facilities for both the student and the teacher is desirable to insure the high quality of education that is the goal of both the teacher 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, school facilities and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

Section 1

- A. The parties agree that every effort will be made to keep class sizes to an acceptable number (approximately twenty-seven (27) on a district-wide basis) as dictated by the financial condition of the district, the building facilities available and the availability of qualified teachers.
- B. Departure from any recognized norm may be authorized by the Superintendent. The Superintendent will advise the Association, in writing, prior to such departure.

Section 2

- A. It shall be the goal of the Board to maintain K-2 class size at twenty-six (26) pupils or less and 3-5 class sizes at twenty-eight (28) pupils or less, but in no case shall K-2 class sizes exceed thirty-one (31) pupils or 3-5 class size exceed thirty-three (33) pupils. Further, a one-half (1/2) time paraprofessional shall be assigned to each class that exceeds thirty (30) pupils.
- B. Equity of classroom distribution shall be a district goal. In cases where inequity of class size exists, administrators will confer with the Association and the teachers involved to resolve the issue. Distribution of students shall be as nearly equal as possible among classes at the same grade level within each elementary building and like courses within the same hour at

each secondary building.

- C. Split classes will be maintained at a class size level lower than nonsplit classes at the same grade level in the building. A grade 2-3 split shall not exceed thirty-one (31) pupils.
- D. Class size in the secondary schools shall be established not later than the official student count day of each semester on the number of student contacts per day as follows:

High School (Traditional Schedule):

- (1) With five (5) high school classes a maximum of one hundred fifty (150) student contacts per day.
- (2) With four (4) high school classes a maximum of one hundred twenty (120) student contacts per day.

Block Schedule:

In an alternating two (2) day block cycle, a full-time teacher at the high school will have six (6) classes with a maximum of 180 student contacts each semester.

After School Student Enrichment

Each high school teacher will be required to work one afternoon for one hour for every two work weeks. This time is to be spent in a designated area working with students on academic support. This time is to be non-preparatory. Teachers with other professional obligations within the District (e.g., CASA, coaching, etc.) will make alternative arrangements with the building administrator and their time obligation may be waived during the time of their other District professional obligation.

Each teacher will submit their proposed schedule of student academic enrichment to their department head. A balance of department members at each enrichment period will be the goal. In the event that a department doesn't have a department head, the most senior teacher in the department will coordinate the schedules. The most senior teacher will have priority in their choice of time for one semester. The principal will be the final arbiter to resolve any conflicts that are not resolved within the department. A part-time teacher's obligation will be prorated based on the number of hours worked per week.

The Department Head, or senior department member, will provide the building principal with the list of their department's enrichment schedule within the first week of each semester

Middle School:

- (1) With six (6) middle school classes, a maximum of one hundred eighty (180) student contacts per day.
- (2) With five (5) middle school classes a maximum of one hundred sixty (160) student contacts per day.

Part-time teachers assigned to fewer classes than those listed above and teachers assigned to both the high school and middle school will count their maximum allowable student contacts per day as a pro rata portion of the above.

- (3) Should any secondary teacher's student contacts exceed the above, a paraprofessional on a half-time basis will be available on

request to said teacher for non-instructional purposes on all teacher duty days.

- (4) Excluded from above:
Orchestral Music (Every attempt will be made to keep 5th grade at 33)

Vocal Music (Every attempt will be made at the Elementary and Middle School to keep class size at 40).

Physical Education classes (except those that require a normal classroom setting for a minimum of one-third (1/3) of the class periods in a given semester). Also PE Pool classes will be limited to 30; weight training limited to 40.

Keyboarding

Instrumental Music (Every attempt will be made to keep 5th grade at 33)

Study Hall

- (5) Nothing in the foregoing sections will be interpreted to preclude such practices as large group/small group instruction team teaching, etc., if they are considered educationally sound and practical and with the mutual agreement of the teacher(s) involved.

E. No middle school or high school class shall exceed thirty-four (34) pupils except for classes identified in D, (6) above.

F. Distribution of certified special education students and E.S.L. students will be as nearly equal as possible among classes at the same grade level within each elementary building and like courses at each secondary building. Additionally, the Board and the Association recognize that when significant numbers of impaired

students are mainstreamed into general education classes, that the teacher's ability to provide a quality education for all students in the class may be impaired unless additional assistance or resources are provided. It is therefore agreed that where balancing as provided in this provision does not alleviate this problem due to the existence of one section classes or scheduling difficulties, where the number of such students in a class or where the severity of the student's impairment dictates special plans, curriculum, or measuring devices, the teacher may request the district to provide him/her with additional assistance to ensure educational quality for all students. In such cases, when the teacher has made a request to the building principal, the principal shall meet with the teacher to discuss possible ways to alleviate the problem. If the principal cannot alleviate the problem, he/she shall inform the teacher in writing regarding the reasons why it is not within his/her ability to resolve. If the teacher is not satisfied with the response of the principal to the identified problem, the teacher may appeal via the grievance procedure.

G. Class size provisions shall be in effect throughout the length of the Master Agreement.

H. Adjustments to implement these provisions shall be concluded by the official student count day of each semester.

Section 3

A. The parties agree that in cases of mainstreaming students with disabilities, all other factors being equal, preference shall be given to

placing them at their home schools.

- B. Any teacher may ask that the program of an impaired student assigned to that teacher be reviewed by an appropriate team of staff. The administration shall convene such a case review and invite the referring teacher to attend.
- C. Any teacher serving Special Education, E.S.L., or high needs students may request the convening of a support team to assist that teacher in the delivery of instruction. If training is necessary, such training shall be provided during the school day. If said training cannot occur during the school day, it shall be remunerated at the established hourly/per diem rate.
- D. If a general education teacher is required to attend a special education/E.S.L. meeting (i.e., I.E.P.'s, M.E.T.'s, etc.) which requires he/she use more than one planning period in a week, the principal will provide that teacher with equivalent planning time lost within the next five (5) school days.
- E. In the event that a special education teacher's planning time has been impacted, every reasonable effort will be made by the building principal to give the teacher additional planning time by providing a guest teacher to equal planning time lost.
- F. Every effort will be made to limit attendance at special education/E.S.L.

meetings to forty-five (45) minutes per week during the classroom teaching load time for each general education teacher.

- G. No teacher shall routinely be required to perform medical or hygienic procedures on a student. This does not preclude the need for the teachers to be trained to carry out these responsibilities in emergency situations.

Section 4 The Board shall furnish, without charge, gym uniforms for physical education teachers (to a maximum of \$100), smocks for art and home economics teachers, lab coats for science teachers, coats and/or uniforms for shop teachers in accord with the nature of their assignment.

Section 5 The Board recognizes the need for appropriate instructional supplies and equipment. According to the District schedule for regular review of content areas, Board and teachers will confer for the purpose of improving and updating the curriculum to meet standards. This review process shall result in the recommendation of appropriate educational tools and materials which will be considered by the Board of Education for formal adoption per Board policy.

Section 6 The Board shall make available in each school, adequate lunchroom, lounge, and lavatory facilities and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

Section 7 The Board will make available:

- A. A separate desk and/or file cabinet for each teacher with lockable drawer space in each building to which the teacher is assigned. In addition, the

Board shall provide lockable storage space for personal belongings and teaching materials in each building.

- B. Adequately maintained parking facilities.
- C. Adequate chalkboard/whiteboard space in every classroom.
- D. Attendance books, paper, pencils, pens, chalk, erasers, dry erasers, markers and other equipment and materials required in daily teaching responsibility. The required equipment shall be maintained in good working condition, within the limits of the adopted budget.
- E. Suitable locker space for the storage of coats and personal articles.
- F. Copies, exclusively for each teacher's use, of teacher's editions of texts used in each of the courses he/she is to teach.
- G.. Clean and well maintained facilities.
- H. Teachers shall be provided with a private area with adequate telephone and computer access.
- I. Equipment suitable for transporting and securing supplies when a teacher is assigned in more than one room.
- J. Adequately prepared classrooms ready for instruction.

Section 8 Teachers shall have lesson plans in their classroom for use by substitutes which set forth the procedural directions and the resources to be used. Each teacher shall make available a one-day set of emergency lesson plans which provide a valid learning experience for students and which may be implemented in the

event of a substitute being utilized who has no knowledge or preparation in the prior learning experiences necessary for implementation of the regular lesson plan.

(See Teacher Handbook for examples of appropriate lesson plans).

ARTICLE IX **Assignments**

Section 1 All assignments shall be made at the discretion of the administration.

Administration shall place teachers who satisfy the certification requirements of any applicable State and/or Federal legislation, regulation, or guideline related to the bargaining unit position at issue.

Section 2 Teachers shall be notified in writing of their teaching program, schedule and room assignments for the ensuing year by the last day of the school year as defined by the school calendar when possible. All others shall be notified at the earliest possible date. However, in no case shall notification be given later than two (2) weeks prior to the opening of school. This minimum notice shall also apply to the second semester of the high school schedule. Should circumstances or conditions arise which necessitate a change of schedule or assignment after the teacher has been notified, the administration shall inform the teacher involved and discuss such changes and the reasons involved.

Section 3 In order to facilitate scheduling teaching assignments for the ensuing school year, teachers desiring a change in grade and/or subject assignment within the same building shall notify the administration in writing prior to May 1 of the current school year and those requests will be kept on file for one year.

Section 4 If due to changes in pupil enrollment, the Board is required to institute schedule changes and alter planning time for special subject teachers, within the limits as determined in the Master Agreement, these changes must be made no later than the second week of school; and only after consultation with the teacher(s) involved and notification of the Association.

Section 5 Any assignment in addition to the normal teacher schedule during the regular school year enumerated in Appendix "B" shall not be obligatory; but shall be with the consent of the teacher. In making such assignments, qualifications being equal, preference will be given to the teachers regularly employed in the district and in their subject area.

Section 6 Berkley teachers will be given preference in filling paid support positions such as ticket seller, ticket taker, door guard, chain gang, score keepers, timekeeper, announcer, etc., during sporting and school sponsored events. Notices of such positions shall be publicized by a general posting in all buildings and a written copy sent to the Association.

ARTICLE X

Vacancies, Transfer, Layoff and Recall

Transfers (Definition) - Transfer shall mean the movement of a teacher from one administrative unit to another, or from elementary to secondary education or secondary to elementary education, or from a classroom to a non-classroom position, or vice versa, within the bargaining unit.

A grade level to grade level change within an elementary administrative unit, or a change in subject area in a secondary administrative unit shall not be considered a transfer. Special education support staff changes in grades serviced or in assigned administrative units shall not be considered a transfer. For purposes of this Article, elementary shall be defined as grades K-5 and secondary as 6-12.

Section 1 Teachers interested in a transfer shall send a written request to the Superintendent/Designee, copy to the BEA president, by March 15th for consideration for the following school year. Teachers filing transfer requests shall be notified by the Director of Schools and Human Resources at the end of each year as to the current status of their request and options available. Transfer requests including displaced teachers will be considered first for prospective

vacancies. The vacant positions remaining from the granted transfers will be posted as outlined in Section 7, B of this Article.

Section 2 When a teacher requests a transfer, a written notice of said transfer or refusal thereof shall be given to the teacher prior to filling the position. If the transfer is not granted, the reason shall be given to the teacher, in writing, with notification sent to the Association. The teacher may, upon notice to the Human Resource Office, ask that their transfer request remain on file in the event that the vacancy reoccurs.

Section 3 Any teacher who shall be transferred to an administrative position, and shall later return to teacher status, shall be entitled to retain such rights as he/she would have had under this agreement had he/she not transferred to an administrative position.

Section 4 Involuntary Transfers - Involuntary transfer shall mean a transfer initiated by the Board, or its designee, which the teacher has not requested.

Before an involuntary transfer is effected, there shall be a meeting of the teacher, his/her representative, and the Superintendent, or his/her designee, at which time the teacher shall be advised of the reason for the proposed transfer.

An involuntary transfer will be made only to implement the best interests of the educational program, or be made due to declining enrollment.

Should a grievance arise as a result of an involuntary transfer, the Board agrees to deal with each step of the grievance procedure as rapidly as possible.

A teacher who has been involuntarily transferred or reassigned within the Special Education Department shall be given the first preference to return to any opening for which he/she is certified and qualified that may occur in the building, department, or grade level from which the teacher was transferred each school year that the teacher has provided written request of such return to the Director of Schools and Human Resources by the previous April 15. Such return shall occur

according to seniority. If a teacher refuses to return to his/her previous placement, said refusal will result in repeal of his/her rights under this section.

Section 5 Vacancies - In filling professional vacancies, or newly created professional positions, the Board shall continue to seek out the best qualified candidates available. All qualified teachers shall be given an opportunity to make application for such positions.

Section 6 Vacancies within the bargaining unit shall be filled on the basis of the qualifications of the applicant and length of service in the district. An applicant with less service in the district shall not be awarded such position over a more senior applicant unless his/her qualifications shall be superior and this fact be communicated to the Association through its representative.

In making such assignments, qualifications being equal, preference will be given to teachers regularly employed in the district.

Section 7

- A. Vacancies which occur after the school year begins and prior to December 1st will be posted. The teacher awarded the position shall assume the position at the semester change or the beginning of the subsequent school year at the teacher's option unless it is a change that occurs within the same building whereby the timing of the change is at the discretion of the principal. The resulting vacancy will be filled by a substitute teacher for the remainder of the school year and shall be filled through the end of the year staffing process outlined in Section 1 of this Article.
- B. Vacancies, including bargaining unit supervisory positions, shall be posted with accompanying job descriptions. Qualifications appearing on all job postings shall be clear and well defined. Selection shall be based on the qualifications as posted and the seniority of the applicants if qualifications are equal. The vacancy will be posted throughout the

buildings of the district and to the Association for a minimum of ten (10) school days. This posting requirement shall not be in effect should a teacher on the recall list be qualified and certified for the vacancy.

Section 8 Vacancies which occur during the summer shall be communicated to the Association by the Board of Education. In addition, a staff member may notify the Human Resources Department prior to the close of the school year if he/she desires to be notified of any vacancy(s). Such notices shall be mailed to the summer address listed for the staff member. Fourteen (14) calendar days will be allowed for response by any interested parties. This Section will not apply to vacancies that occur after August 15th, of each school year.

Section 9 Reduction of Personnel

A. In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the Board shall notify the BEA President/or Designee of the proposed layoffs and schedule a meeting to review the names of those BEA members affected.

The Board shall follow the procedure listed below, and layoff shall occur according to certification and qualification.

1. Teachers not holding a regular Michigan provisional, continuing or qualified certificate will be laid off first, provided there are highly qualified, fully certified teachers to replace and perform all the needed duties of the laid off teacher.
2. If reduction is still necessary, then probationary teachers with the least number of years seniority in the Berkley School System will be laid off first, provided there are remaining highly qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.

3. If further reduction is still necessary, then tenured teachers with the least number of years of seniority in the Berkley School District will be laid off first, provided there are highly qualified, fully certified teachers to replace and perform all the needed duties of the laid off teachers.
- B. Highly qualified and fully certified teachers shall be defined by NCLB:
1. Teachers who have earned a provisional or continuing teacher certificate in a given subject area, and
 2. Who have completed eighteen (18) semester hours of college credit in a given subject area or have taught in the subject area or grade level (elementary) on a regular basis within the last five (5) years preceding the layoff, and
- C. Seniority shall be defined as total years of service in the Berkley School District in a certified position computed from the date and time of hire. Part-time contractual employment preceded and followed by full-time employment shall not interrupt years of service. Professional leaves, sabbatical leaves or military leaves shall not be considered as interruption of years of service. All other leaves shall not count as years of service, but seniority is computed from the date and time of hire minus the time of such leave. If a person resigns, or otherwise leaves the employ of the district other than on an approved leave of absence and subsequently returns, seniority is computed from the date and time of hire after returning to the employ of the Board.
- D. 1. In the event of layoff, the Board shall institute a recall procedure which will be in the inverse order of the above layoff procedure. Prior to recall, voluntary transfer of those teachers previously involuntarily transferred may be granted. Also, other voluntary transfers may be granted, so long as such transfer does not result in the recall of a teacher with less seniority. In no case shall a new

teacher be hired in a subject area until all laid off teachers certified and qualified in that subject area have been recalled or decline the opening.

2. In no case shall a teacher remain on layoff when a teacher with less seniority is employed in a position for which that teacher is certified and qualified.
 3. In the event that more than one (1) teacher holds an identical seniority date, a lottery will be conducted among such teachers, prior to layoff, in order to determine the order of layoff and recall.
 4. The Association President shall be notified prior to each recall. Teachers who are on layoff from other Oakland County school districts will be considered for vacant teaching positions for which they are qualified and certified as those vacancies occur. It is the responsibility of the Association to provide the Board with current lists of Oakland County laid off teachers.
- E. Teachers being recalled prior to the first day of the school year, will be given fourteen (14) days from the receipt or twenty (20) days from the mailing (whichever is shorter) of a registered letter of recall to indicate their acceptance or rejection of reemployment. Those being recalled following the first day of the school year shall have ten (10) days from the receipt or fourteen (14) days from the mailing (whichever is shorter) of the registered letter of recall to respond. Failure to respond within the time periods will end the employee's seniority rights, except that a teacher who is sick shall notify the Board of his/her intent to return as soon as possible and, from the date of his/her notifying the Board, shall be deemed to be on sick leave. A substitute shall be hired in his/her place until he/she returns from sick leave. A substitute position of this nature shall be offered first to any remaining teachers who are yet laid off.

- F. Layoff means removal from the payroll with the retention of all employment rights. Teachers laid off also have the right to purchase health insurance at the group rate for as long as permitted by the carrier. Such rights shall extend for five (5) years from the effective date of layoff.
- G. The Board must notify each teacher to be laid off no later than May 30 of the school year prior to the school year in which the layoff is to become effective. If the Board can present evidence of financial difficulty, in accordance with the tenure law, the sixty (60) day notice, as it pertains to tenured teachers, may then be given at any time during the year.
- H. For purposes of layoff and recall, probationary teachers with one semester or more of previous experience shall be considered as second year probationary status.
- I. In the event staff reduction is necessary during the school year, for financial reasons as determined by the Board and after consultation with the Association, the class size provisions (Article VIII - Section 2) will be waived during the year in which such conditions exist.
- J. It is intended that this Article takes precedence over and governs the individual teaching contracts and the individual teaching contract is expressly conditioned by this Article.
- K. Laid off teachers are encouraged to, and may, at their initiative sign up for the District's PESG substitute system.

Section 11 Elimination of Tenure in Position

The Board and Association agree that no teacher employed under this Agreement shall acquire tenure in any capacity other than as a classroom teacher. It is further agreed that tenure in any capacity other than as a classroom teacher is expressly excluded and waived under this Agreement.

ARTICLE XI
Paid Leave Policy

Sick Leave and Personal Leave

Section 1 Sick leave shall be defined as:

- A. The personal illness/disability of an employee.
- B. The illness or injury of a member of the employee's immediate family.
- C. Adoption of a child

Section 2 Personal leave shall be defined as absence for the transaction of business which cannot be reasonably transacted outside of school hours. Personal leave will be granted upon approval of the building administrator and Superintendent/Designee for absences from school in circumstances of an unusual nature and need. This applies to absences which are necessary and unavoidable, because matters of business cannot be reasonably transacted outside of school hours. Some examples of proper use of personal leave are: taking care of legal matters such as the settling of an estate, the purchase of a home, or the adoption of a child; attending the funeral of a close friend; meeting religious obligations; getting married; attending to an emergency at home; attending son or daughter school activity (see Section 10 of this Article for examples of improper use of personal leave.) Special circumstances may be approved with prior notification/approval by the Superintendent or his/her designee.

Section 3 An employee will be allowed leave time as set forth in this Article to the extent of thirteen (13) school days per year. An employee shall receive credit at the end of the school year for the unused portion of the thirteen (13) day leave allowance. The accumulated maximum total days, herein referred to as the sick leave bank, which may be used for personal illness or injury only (as defined above), shall not exceed two hundred five (205) days in any school year. Teachers

who have accumulated two hundred five (205) days prior to the beginning of the school year shall not have days deducted from this accumulation until they have used thirteen (13) days.

Section 4 At the beginning of each school year and throughout the year, the Board shall contribute a sufficient number of sick leave days to a bank of leave days called the BEA sick bank, so as to maintain the number of days in said bank at a maximum of five hundred (500) days, provided, however, that the number of days contributed to the sick leave bank by the Board in any one (1) school year shall not exceed an amount equivalent to the number of teachers employed by the Board at the beginning of said school year. The above mentioned BEA sick leave bank shall be administered by the Board. Teachers who have exhausted their accumulated sick leave allowance may make withdrawals from the BEA sick leave bank equivalent to the number of days the teacher had in his/her personal sick leave bank at the beginning of that school year.

Section 5 Upon completion of each school year, a teacher utilizing two (2) or less paid leave days during that year shall receive their choice of the following:

Zero days	\$100 or 1 unrestricted personal day
1 day	\$ 75 or 1 unrestricted personal day
2 days	\$ 50 or 1 unrestricted personal day

If a teacher chooses an unrestricted personal day and wants to use it the day before or the day after a holiday, the number of teachers able to utilize their day will be restricted to one teacher per elementary/middle school and two teachers at the high school. This unrestricted personal day shall be considered one full day regardless if there is a half day scheduled per the school calendar and may not be used on the first or last scheduled student day.

Section 6 Any teacher who is absent because of an injury compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the duration of the

absence due to injury up to a limit of three hundred sixty-five (365) calendar days. However, in no event shall a teacher receive an amount which exceeds his/her salary.

The difference between such regular daily salary payment and the daily amount received under the Worker's Compensation Law shall be divided by the teacher's regular daily salary for each day or days of absence and the quotient thereof shall be chargeable to and deducted from the teacher's common sick leave bank. If absence continues beyond three hundred sixty-five (365) days, further absences shall be charged pro-rata to the teacher's personal accumulative sick leave bank.

Teachers absent due to such injury/illness shall continue to accrue seniority, salary credit and advancement, and all other rights and benefits as provided by this agreement for the duration of the illness. Eligibility for insurance benefits will be maintained for a minimum of twelve (12) months and for as long as the teacher continues to receive paid leave under either the teachers' common sick leave bank or the teacher's personal accumulative sick leave bank.

Section 7 Should the Board have probable cause to believe that a teacher is abusing the paid leave policy, the Board may require verification prior to the time the teacher returns to school.

Section 8 Any teacher who is unable to return to duty following two (2) consecutive weeks of illness as defined in Section 1 above may be required to present a certificate of ableness signed by a physician to the Superintendent before returning to work. The Board reserves the right to require the teacher to be examined by a Board designated physician at Board expense.

Section 9 Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

- A. Such time as is necessary up to a maximum of five (5) days per occurrence for a death in the immediate family and/or member of the teacher's household. The immediate family shall include father, mother, father-in-law, mother-in-law, spouse,

sister, brother, children, grandchildren and grandparents.

- B. Any administratively required medical examination.
- C. Any administratively approved attendance at the employee assistance program facility.
- D. A teacher who is exposed on the job and is subsequently absent from work because of Mumps, Measles, or Chicken Pox shall have days charged against leave days restored upon presentation of evidence of on-the-job exposure.
- E. Any additional time off required to conform to Board requirements initiated from Sections 6 and/or 7 above.

Section 10 Notification of leave shall be filed with the principal as far in advance as practicable. Improper use of leave will result in disciplinary action, including but not limited to the loss of salary for the day or days in question. Examples of unacceptable uses of leave days include:

- A. Recreational pursuits
- B. Other employment except with administrative approval
- C. Social functions
- D. Travel
- E. Child care (except in emergency situations)
- F. Economic gains
- G. Extension of holidays, vacations, or other school recesses.

II. Jury Duty

A leave of absence may be granted for jury service. The Board will pay an amount equal to the difference between the teacher's daily salary and the daily jury fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he/she would otherwise have been scheduled to work, under the procedure established by the Business Office.

III. Sabbatical Leave

Pursuant to Section 572 of the School Code of 1952, a maximum of two percent (2%) of the bargaining unit who have been employed for seven (7) consecutive years may be granted a sabbatical leave for one (1) year. Leaves for professional study, for work on publications, for travel, or for travel combined with study, which, in the opinion of the Superintendent, will improve instruction in the Berkley School District, or will improve the efficiency of the teacher, shall be considered consistent with the purpose of sabbatical leave. The Sabbatical Leave Policy is set forth in Appendix "C".

ARTICLE XII

Leave of Absence Without Pay

Section 1 The Board may grant employees who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay up to a maximum of one (1) year. An extension of a leave of absence may be granted upon the recommendation of the Superintendent. Examples of such leaves are health, study, research, professional association assignment, personal, and approved travel. Each request for an unpaid leave of absence will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of this Article.

Section 2 To be eligible for a leave of absence, except military leave as provided by law, the employee must have completed the probationary period.

Section 3 A teacher upon return from leave shall be restored to an open position of like nature and status for which that teacher is certified and qualified to teach. An open position is one which is unfilled at any time or one which is held by a non-tenure teacher at the beginning of the next school year.

Section 4 If an employee on leave accepts full-time similar employment elsewhere without Board of Education approval, his/her leave will be automatically terminated and his/her employment will terminate.

Section 5

- A. An employee on leave shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during his/her leave of absence.
- B. An employee on unpaid leave shall be allowed to purchase health insurance through the business office at the group rate at his/her own expense when such practice is permissible under the rules and regulations of the insurance carrier(s).

Section 6 While an employee is on leave, there shall be no advancement on the salary schedule in terms of experience, nor in accrual of seniority except as provided for elsewhere in this Article. Seniority accrued prior to the leave of absence, however, shall be maintained.

Section 7 An eligible employee desiring a leave of absence shall submit his/her request to the Board of Education through the Superintendent. Such request shall be submitted by the Superintendent to the Board with his/her recommendation for action.

Section 8 For all employees whose leave shall terminate at the end of a school year, a letter of availability must reach the Superintendent no later than the preceding March 1. For all employees whose leave shall terminate at times other than the end of a school year, such letter of availability must reach the Superintendent no later than sixty (60) days preceding the termination date of the leave. The Superintendent shall cause letters to be sent to all employees on a leave of absence reminding them of this provision at least thirty (30) days prior to the date such letter of availability is due. Failure to comply with this provision shall not be interpreted as a resignation of employment.

Section 9 Childbearing and/or childrearing leave:

- A. The Board will grant a leave of absence for maternity, adoption, or child care reasons, without salary, to any member of the bargaining unit upon written request for such leave for up to the remainder of the school year in which the leave commences plus the next school year. The duration of such leave to be at the teacher's option. In no event, however, shall the leave be taken for a period less than the balance of the semester in which the leave occurs.

An extension of the leave of absence may be granted upon the recommendation of the Superintendent. Whenever possible, a bargaining unit member requesting such leave shall file a request in writing, at least thirty (30) days prior to the expected birth, adoption of the child, or the commencement of the child care leave.

- B. Before returning to work, the employee must be certified by his/her physician as ready and able to return to his/her full work assignment.
- C. In the event of miscarriage or death of the infant after the leave of absence has commenced, the leave of absence shall be terminated at the beginning of the next semester upon written request of the teacher.
- D. In the event of a miscarriage or abortion, the school district's sick leave policy shall apply.
- E. A teacher adopting a child shall be entitled, upon request, to a leave to commence at any time during the first school year after receiving custody of the child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. Whenever possible, the thirty (30) day notice period shall apply in these situations.
- F. The Board shall provide health insurance to all those electing to be covered by Board paid health insurance prior to the leave for up to twelve (12) weeks during such leave at the teacher's option.

Section 10 After the exhaustion of any available sick leave days, the Board shall provide an unpaid leave of up to twelve (12) weeks to all teachers that request it for the purpose of the care of a member of the immediate family with a health problem. Further, health insurance shall be provided to all those on such a leave that elected to be covered by Board paid health insurance prior to the leave for the duration of the leave. For purposes of this section, immediate family shall be defined as it is in the Federal Law governing this provision.

ARTICLE XIII
Professional Compensation

Section 1

A. The 2010-11 and 2011-12 salary schedules are set forth in Appendix A which is attached to and made part of this Agreement. For the 2010 school year everyone will advance on salary schedule, however, a new step will be added between Steps 5 and 6 and two steps added between Steps 9 and 10. In addition there will be a one (1%) percent increase for everyone on step 10, however, if during the 2010-11 school year there is a proration of more than \$168 to the Foundation Allowance, the one (1%) percent will be eliminated and the salary for remainder of that school year will be adjusted accordingly.

For the 2011-12 school year, everyone will advance on salary schedule, however, there will be an additional Step between Steps 0 and 1. There will be a guaranteed .5% salary increase. Any additional salary increase will be contingent upon an increase to the Foundation Allowance above one (1%) percent.

B. In the event that the length of the student instructional school year is increased during the duration of this contract as a result of legislative action, the salary portion of this contract shall be subject to renegotiation.

Section 2 Services such as driver education, summer school, summer in-service and/or curriculum development projects, extra-curricular or co-curricular activities shall be on an

individually contracted basis between the teacher performing the service and the Board. No such contract shall exceed a duration of one (1) year. Wages paid for such teacher's services shall be set forth in Appendix "B". No teacher shall have tenure of position for driver education, summer school, summer in-service, and/or curriculum development projects, extra-curricular or co curricular duties.

Such services may be subject to annual review and evaluation by the appropriate administrator. Copies of the review and evaluation will be provided to the teacher. The non-renewal of an appointment to an annual assignment of extra duty for extra pay shall be for reasonable and just cause and shall not be construed as discipline, reprimand, or reduction in compensation. Such non-renewal shall not occur until after written evaluation with a copy to the affected teacher.

Section 3 Teachers shall not be required to work on any days not included in the school calendar as set forth in Appendix "D" unless compensation has been agreed to by the Association and the Board in specific situations except that newly contracted employees may be required to report two (2) days the week prior to the beginning of classes for Board and Association orientation.

Section 4 The Board may allow credit on the appropriate salary schedule for newly contracted teachers for years of service in other school districts as a teacher up to and including ten (10) years.

Section 5 The Board will allow credit on the appropriate salary schedule for newly contracted teachers up to one (1) year for time successfully spent in the Armed Forces of the United States of America.

Section 6 Payroll Procedures.

- A. Contractual salaries will be divided by the total number of week days within the established school calendar to determine a daily rate. This will be paid to the employee (see Paragraph "D") less withholding taxes and any other deductions selected by the employees.
- B. In the event a teacher does not work a full contractual year, the teacher will be paid an amount equal to the number of days of employment times the daily rate.
- C. All authorizations for payroll deductions will be made on the appropriate forms for: Association dues and/or fees; United Fund, Berkley Educational Foundation; additional health, accident, auto, and life insurance; credit union; tax deferred annuities; retirement service credit purchase; and any other items mutually agreed to by the Board and the Association.
- D. Teachers will be given the option of receiving their salaries on the twenty-one (21) or twenty-six (26) pay basis each year by virtue of declaration of choice on an appropriate form supplied by the Board. If the form is not returned, or no choice is designated, the individual will be assigned on the twenty-one (21) pay basis. Those teachers shall receive their 21st pay on the last day of each school year. If the twenty-six (26) pay is selected, checks will be mailed at two (2) week intervals throughout the summer to the address designated by the employee.

Paychecks will be distributed bi-weekly on Fridays as indicated in Appendix E. If a payday falls on a holiday or vacation day when the Business Office is open, checks will be available for pickup as indicated in Appendix E.
- E. Extra service payrolls will be issued six (6) times a year, halfway through and following

the fall, winter, and spring sports seasons. Teachers earning extra service pay will select one of the following options:

1. Extra service pay will be paid on one (1) installment at the end of the sport's season, or the activity.
2. Extra service pay will be paid in two (2) equal installments, the first at the midway point in the sport's season and the remainder at the end of the sport's season. The midway point will be determined by the district annually and will be published at the beginning of the school year.

For the purpose of determining withholding, teachers earning extra service pay will also select one of the following options:

1. Extra service pay will be combined with the regular payroll and withholding taxes will be computed on the total, or,
 2. Extra service pay will be combined with the regular pay, divided into two (2) equal parts, and withholding taxed accordingly, computed on each part.
- F. Teachers hired after the beginning of the school year will be advanced on the salary schedule according to the following schedule:

<u>Date of Hire</u>	<u>Date of Increment Advancement</u>
Within 1st marking period	1st teacher work day of 1st marking period
Within 2nd marking period	1st teacher work day of 2nd marking period
Within 3rd marking period	1st teacher work day of 3rd marking period
Within 4th marking period	1st teacher work day of 4th marking period

The effective date of advancement on the salary schedule due to the attainment of advanced degrees and/or the completion of additional credit hours shall be the date which the degree or hours are completed.

In order to qualify for a higher level on the salary schedule, a teacher must present either official documentation verifying completion of the appropriate number of hours, or a transcript or other documentation from an accredited college or university verifying attainment of an advanced degree.

If application is made during the school year in which the hours/degree were earned, payment will be made, retroactively, if necessary, effective the date of attainment/completion. If application is not made by the teacher in a timely fashion as described above, the effective date will be the beginning of the school year in which application is received.

All courses not part of a graduate degree program related to education, must be pre approved by the Superintendent/Designee for staff to be eligible for placement on schedule 03 or 05 of the salary schedule.

Section 7

- A. On any day when school sessions are scheduled, but that schedule is canceled by the Superintendent due to weather or other conditions beyond control, and this official closing is announced on local radio stations, then the following provision for teachers will prevail:

If the announcement states that schools are closed, teachers are not to report and will receive full pay. However, when one or more, but not all buildings are closed for a localized emergency condition, the Superintendent shall have the prerogative to assign staff from said building(s) to another location(s) in the District for professional purposes commencing with the second day of such occurrence. Professional purposes may include planning, inservice education, and substitute teaching within the appropriate elementary or secondary level. Substitute assignment shall be made on a daily rotation basis beginning with the low seniority teacher. If, due to severe weather conditions, a teacher is unable to report on a day when Berkley Schools are in session, a teacher may use a leave day in lieu of pay loss.

- B. The parties recognize that Michigan law currently requires the District to schedule a minimum of one thousand ninety eight (1,098) hours of school as defined by the

State Aid Act and that only "act of God" days which cause the district to hold less than one thousand ninety eight (1,098) hours of school need to be rescheduled. (Any deviation from the 1,098 hours, refer to State School Aid Act.) In the event that it may become necessary to schedule "make-up" days when schools are closed for reasons as described in Section 7 (A) above, and state law requires that day be rescheduled, it is therefore agreed that:

1. If the District does not have to reschedule any such days as described above, then the calendar as contained herein shall remain as agreed to.
2. If the District must, for the above reasons, reschedule student instruction days, then the parties will meet to negotiate amendments to the calendar as contained herein to provide sufficient student days to comply with slate law.
3. The end of the year calendar will be finalized and copies distributed to students and school employees no later than May 1, if amended.
4. In the event the State Aid Act is amended, and such amendment repeals, or modifies in any way the District's obligations with respect to this subject, the parties agree to meet to renegotiate the school calendar and the provisions of Article XIII, Section 7.

Section 8 Teachers required to drive personal automobiles in the course of their employment, or otherwise using their automobile in authorized service to the district, shall be reimbursed for approved mileage at a uniform mileage rate established by the Board; but in no event less than the I.R.S. rate per mile driven.

Section 9

- A. The Board shall provide all insurance benefits listed in Section A for a full twelve month period of each school year for all teachers in the bargaining unit, except those

teachers electing benefits under Section B below. For the 2010-11 school year, teachers will pay \$35.00 per month for single subscribing, \$50.00 per month for two person and \$70 per month for full family benefits. This payment will be paid through the Board's pretax Section 125 plan.

For the 2011-12 school year, if the MESSA premium increase is 8% or less than the 2010-11 rate, teachers will pay the same rate as they paid in 2010-11. If the MESSA premium increase is greater than 8%, the additional increase will be the obligation of the employee but in no event will the teacher pay more than \$43.00 per month for single subscriber, \$70.00 per month for two person and \$85 per month for full family.

1. MESSA Choices Health Insurance with \$10/\$20 prescription: In 2010-11 the \$10.00 office visit, \$25 urgent care visit, \$50 emergency room visit rider will be added and in 2011-12 the \$100/\$200 deductible will be added. When appropriate, MESSA Choices or MESSA Limited Medicare Supplement and Medicare, Part B premium shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for Medicare. The insurance policy shall not include abortion coverage. If a teacher wishes to have MESSA Super Q 100, the teacher will pay the difference between Choices and Super Q.
2. MESSA/Delta Dental Plan including the 004 orthodontic rider with coordination of benefits. Dental maximums of \$1,200 Class I, II & III; \$1,500 Class IV
3. MESSA Term Life insurance in the amount of fifty thousand dollars (\$50,000.00)(inclusive of any life insurance associated with the Health Insurance coverage described above) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the

event of accidental dismemberment, the insurance will pay according to the schedule.

4. MESSA Plan VSP-2 Vision Insurance including internal and external coordination of benefits.

B. Teachers not electing insurance benefits as described in Section A above shall be provided by the Board with the following insurance benefits, for a full twelve-month period of each school year. The benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Section A above, and his/her eligible dependents, as defined by MESSA.

1. MESSA/Delta Dental Plan including the 004 orthodontic rider with coordination of benefits. Dental maximums of \$1,200 Class I, II & III; \$1,500 Class IV
2. MESSA term Life insurance in the amount of fifty thousand dollars (\$50,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary, in the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
3. MESSA Plan VSP-2 Vision Insurance including internal and external coordination of benefits.
4. Each teacher may select a tax-deferred annuity plan, pursuant to section 403 (b) of the Internal Revenue Code in the amount of eighty-five dollars (\$85.00) per month or per the following schedule:

\$400/month if 50 or more members choose PAK B
\$300/month if 40-49 members choose PAK B
\$200/month if 30-39 members choose PAK B

Teachers may choose one of the Board approved annuity carriers.

- C. The Board shall provide, without cost to the teachers, MESSA Plan II Long-Term Disability insurance for each teacher. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary and shall begin after expiration of ninety (90) calendar days or at the exhaustion of his/her personal leave bank and common bank days whichever is longer. The maximum monthly amount shall be up to five thousand (\$5,000) dollars. Benefits shall continue at no cost to the teacher in the event of total disability.
- D. Each employee, upon his/her date of employment and annually thereafter, is eligible to participate in the School District's Cafeteria Plan, Healthcare Reimbursement Plan and Dependent Care Reimbursement Plan.

Section 10 All less than full-time positions are assigned at the discretion of the administration.

Teachers employed less than full time shall receive compensation and fringe benefits on a prorated basis in relation to the full-time schedule. Such teachers shall be entitled to apply for full-time employment in the event of available openings. This provision does not apply to short term and long-term substitute teachers.

Section 11 All certified teachers covered by this Agreement who are employed in a teaching capacity in the summer school program will be reimbursed at the contracted rate for hours spent on duty in the event such class is canceled due to insufficient student enrollment.

Section 12 Teachers on leave of absence or laid-off may continue under group health coverage for eighteen (18) months. During such time the teacher shall be responsible for submitting premium payments directly to the Board.

Section 13 The completion of a full contract year shall entitle a teacher to twelve (12) months of insurance coverage.

Section 14 A teacher will be paid a one-time payment of \$1,250 upon successful completion of the National Board Certification program. The District will provide assistance with technology and release time to said teacher. Any current BEA member who has already attained National Board Certification shall also receive \$1,250.

Section 15 The District will pay the initial Professional Teaching Certification fee for all teachers who attain the required credits.

Section 16 A five (5%) percent discount will be given to any BEA member using District pre-school and/or latchkey child care services.

ARTICLE XIV **Professional Grievance Negotiation Procedures**

Section 1 Definitions

- A. A "grievance" is a claim of violation of this contract or a dispute as to the interpretation or application of this contract.
- B. The "aggrieved person" is the person or persons making the claim.
- C. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
- D. A "party of interest" is a teacher or school board member who might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term "days" shall mean calendar days, excluding vacation periods which fall within the limits of the school year as defined by the school calendar.

Section 2 Purpose

The primary purpose of this procedure is to secure at the lowest possible level, equitable solutions to the grievance arising under this Agreement. Both parties agree that these proceedings

shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or proceeding independently as described in Section 5 of this Article up to but not including Level 4.

Section 3 Structure

- A. The Association will notify the Administration of the identity of the Association representative.
- B. The Association shall have a professional grievance committee and the Administration shall be notified of the identity of the same.
- C. The Board shall designate its representatives when the grievance involves more than one school building and the Association shall be notified of the identity of the same.

Section 4 Any teacher who has a complaint may discuss it with his/her immediate supervisor, either individually or with his/her Association representative.

All grievances shall be processed in the following manner:

A. Level One

Any teacher having a grievance shall, within fifteen(15) calendar days from the occurrence of the event upon which the grievance is based, serve a written grievance upon his/her building administrator and discuss the same with his/her building administrator, either individually or together with his/her Association Representative. The building administrator shall attempt to resolve same and render the disposition in writing within ten (10) calendar days after the date of presentation.

B. Level Two

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if the grievance has not been resolved within ten (10) calendar days after the date of

the presentation of the written grievance at Level One, the aggrieved person may submit his/her grievance to the Superintendent of Schools or his/her designee within twenty-eight (28) calendar days from the date of the event upon which the grievance is based. A copy of said grievance shall be served upon the aggrieved party's building administrator at the same time the grievance is submitted to the Superintendent. Within fifteen (15) calendar days from the receipt of the grievance, the Superintendent or his/her designee shall meet with the parties and render a written decision.

C. Level Three

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within fifteen (15) calendar days from the date of receipt of the grievance by the Superintendent, he/she may, within forty-three (43) calendar days from the event upon which the grievance is based, refer the grievance to the Board of Education's Review Committee. This Committee shall be composed solely of members of the Board of Education or its designated representatives; provided, however, that at least one member of the Board of Education shall be a member of said Committee. Within ten (10) calendar days from receipt of the written referral by the Board, its Review Committee shall meet with the Association Representative for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered within ten (10) calendar days.

D. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) calendar day period, the grievance will be submitted to binding arbitration, provided that the party desiring such binding arbitration shall serve written notice of the request for submission to arbitration upon the other party within five (5) calendar days following the date of the disposition of the grievance under Level Three. Following the written notice of the

request for submission to arbitration, the Association and a Committee of the Board or its designee shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) calendar days after the date of the request for submission to arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association.

The Arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the Arbitration shall be paid by the party calling such witness or requesting such participant.

The Arbitrator shall render his/her opinion only with respect to the particular grievance submitted to him/her and such opinion shall be binding upon the Board and the Association.

It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations of this Agreement.

- A. He/she shall have no power to change the legal substance of this Agreement.
- B. He/she shall have no power to establish salary scales.
- C. He/she shall have no power to rule on any claim or complaint subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended). For example:
 - 1. The termination of services of or failure to reemploy any probationary teacher because of performance, incompetence, moral turpitude, or insubordination.
 - 2. The termination of services of failure to reemploy any teacher to a position on the extra-curricular schedule.
- D. The Board shall indemnify and save harmless the Association from any and all claims, demands, suits and other forms of liability by reason of any action resulting from Part C 1 of this Article.

Section 5 In the event of a grievance filed alleging a violation of this contract by central office administration, the grievance shall be filed at Level II.

Section 6 Rights of Representation

- A. The discharge of tenured teachers is not subject to the grievance procedure but will be subject to the appeal procedures as provided in the Michigan Teacher Tenure Act.
- B. In the case of the discharge of a probationary teacher, such discharge shall be subject only through the Board level of the grievance procedure and shall not be subject to arbitration.
- C. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person; provided, however, that any teacher may in no event be represented by an office, agent or other representative of any organization other than the Association or its affiliates. Provided further, when a teacher is not represented by the Association, the Association may, by administrative action, be present and state its views at all stages of the grievance proceeding.

Section 7 Miscellaneous

- A. Forms for filling and processing grievances, which shall be reproduced by the Association, shall be available from the Association Representative in each building.
- B. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual consent in writing.
- C. If the grievance is filed on or after May 1st, the time limits shall be reduced by mutual consent in order to effect a solution prior to the end of the school year or as soon thereafter as is possible.

- D. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Representative, the grievance affects a group of teachers, the Association may process the grievance with the permission of the aggrieved at the appropriate level.
- E. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- F. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted at any step of the grievance procedure, up to but not including level 4 (binding arbitration) without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such presentation and adjustment.
- G. Decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest.

ARTICLE XV **Civil Rights**

Section 1 The Association agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, age, sex, marital status, sexual orientation or handicapped status and to represent all teachers without regard to membership or participation in, or association with the activities of any teacher organization.

Section 2 The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin, age, sex, marital status, sexual orientation or handicapped status in the hiring, placement and assignment of teaching personnel.

ARTICLE XVI
Miscellaneous Provisions

Section 1 The Board shall attempt to maintain an adequate list of substitute teachers. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

Section 2 Copies of this Agreement shall be reproduced at the expense of the Board and shall be presented to all teachers now or hereafter employed by the Board.

Section 3 The Board will continue to permit teachers to use telephones for professional calls and brief personal calls. These calls must be made during preparation, break time, before or after school hours.

Section 4 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Section 5 Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, during its duration, this agreement shall be controlling.

Section 6 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 7 If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to state or federal law, such provision or

application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

Section 8 In the event that the Berkley School District should be involuntarily or voluntarily annexed through action taken by judicial bodies (courts) or administrative bodies (State Board of Education, Intermediate School District) or consolidated with another district(s), teachers of the Berkley Public Schools shall maintain seniority rights, tenure status, or probationary status as well as other employment rights as have been provided prior to any annexation or consolidation.

Any annexation or consolidation through action taken by courts or any administrative body of the State of Michigan or the electorate shall not cause a member of the bargaining unit to lose or diminish leave rights, salary, salary status, fringe benefits, employment rights, or other rights provided by this contractual Agreement or rights provided by the statutes or constitutions of the State of Michigan or the United States.

ARTICLE XVII

Terminal Pay

Upon the voluntary termination by a teacher with a minimum of fifteen (15) continuous years service or upon the retirement of a teacher with a minimum of ten (10) continuous years or fifteen (15) cumulative years in the school district and eligible under the provisions of the Michigan Retirement Act, said teacher shall receive a terminal leave payment equal to one percent (1%) of the minimum base salary schedule for teachers times the number of years of service in the Berkley School District. Said pay shall be provided to the teacher via a 403b account.

In addition, the District shall reimburse each teacher \$15.00 per day for every sick day in their personal leave bank upon retirement, if teacher gives notice of retirement at least 120 calendar days prior to retirement. Said pay shall be provided to the teacher via a 403b account.

ARTICLE XVIII
DURATION

This agreement shall be effective as of August 29, 2010 and shall continue in effect until August 28, 2012.

BERKLEY EDUCATION ASSOCIATION

By: _____
Mary Lou Gleason, President, BEA

By: _____
Kim Edwards, Executive Director, MEA 7-B

BERKLEY BOARD OF EDUCATION

By: _____
Mary Jo Israel, Secretary, Board of Education

By: _____
Lawrence Gallagher, Deputy Superintendent of Finance, Facilities
& Operations

By: _____
Dennis McDavid, Director of Schools and Human Resources

BERKLEY SCHOOL DISTRICT

TEACHER SALARY SCHEDULE 2010-2011

APPENDIX A

2010-11 - Freeze to all steps, 1% to top step should pro-ration be \$168 or less, three (3) new steps introduced.

<u>Step</u>	<u>BA</u>	<u>MA/BA + 30</u>	<u>SPEC/MA + 30</u>
0	36,414	38,122	41,555
1	39,630	43,136	46,862
2	41,136	44,808	48,198
3	42,620	47,296	49,950
4	44,982	50,594	51,702
5	47,379	53,121	53,933
6	48,514	54,275	55,242
7	49,650	55,429	56,551
8	52,477	59,073	60,103
9	54,878	62,160	64,052
10	57,881	65,371	68,923
11	61,325	69,403	73,010
12	64,769	73,435	77,097
13	67,539	76,701	80,382

13*	68,214	77,468	81,186
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**These salary figures, which represent a 1% increase from 2009-10 figures, will be paid to eligible teachers on Step 13 should Berkley School District's final 2010-11 State Aid Foundation Allowance pro-ration be \$168 or less.*

BERKLEY SCHOOL DISTRICT

TEACHER SALARY SCHEDULE 2011-2012

APPENDIX A

2011-12 – (1/2% increase to all steps, additional increment to the salary grid is contingent upon an increase to the district's foundation allowance above 1%.

<u>Step</u>	<u>BA</u>	<u>MA/BA + 30</u>	<u>SPEC/MA + 30</u>
0	36,596	38,313	41,763
1	38,212	40,832	44,430
2	39,828	43,352	47,096
3	41,342	45,032	48,439
4	42,833	47,532	50,200
5	45,207	50,847	51,961
6	47,616	53,387	54,203
7	48,757	54,546	55,518
8	49,898	55,706	56,834
9	52,739	59,368	60,404
10	55,152	62,471	64,372
11	58,170	65,698	69,268
12	61,632	69,750	73,375
13	65,093	73,802	77,482
14	68,555	77,855	81,592

APPENDIX A-1

The persons who serve in the positions enumerated in II below will work an additional hour per day and shall receive additional remuneration according to the schedule below. Days worked beyond the regular school year, with administrative approval will be at their prorated salary. The Board will notify these individuals of their schedules for the following year in writing by July 31st.

		<u>%of MA Base</u>
II	Math Coordinator	10%
	Science Coordinator	10%
	Gifted Coordinator	10%
	Computer Support Coordinator	10%
	Middle School Support Specialist	10%
	Elementary School Support Specialist	10%
	Music Coordinator	10%
	High School Department Chair (Math, Science, English & Social Studies)	10%
	Modern Language Department Chair	5%
	Physical Education Department Chair	5%
	Career and Life Skills Department Chair	5%
	Fine and Performing Arts Department Chair	5%
	Special Education Department Chair	5%
	Work Study Coordinator	10%
	Bilingual Coordinator	10%
	S.A.F.E. Worker	10%
	Driver Education Coordinator	10%
	POHI Teacher Consultant	10%
	One (1) MS Department Chair 6-8 (for both buildings) for Math, Science, English and Social Studies Departments	10%

The District agrees to pay Counselors, Social Workers, School Psychologists and the Special Education Coordinator 5% of the MA base for the 2010-2011 school year and 3% for the 2011-12 school year. Additional pay for these positions will terminate after the 2011-12 school year.

II. MISCELLANEOUS ACTIVITIES

The following percentages are based on ____ for each year based upon the individual's experience in that activity.

Activity

High School Student Council	12%	
Middle School Student Council	8%	
Elementary Student Council	4%	
Yearbook With Class	9%	
Yearbook Without Class	12%	
High School Newspaper With Class	8%	
High School Newspaper Without Class	12%	
Middle School Newspaper W/Class	5%	
Middle School Newspaper W/out Class	8%	
Freshman Sponsor	5%	
Sophomore Sponsor	5%	
Junior Sponsor	10%	
Senior Sponsor	10%	
High School Drama (2)	5% each	
Debate	10%	
Forensics	5%	
Service Squad	4%	
Safety Squad	4%	
Foreign Exchange	3%	
H.S. Instrumental/Vocal	14%	
M.S. Instrumental/Vocal	5%	
Elementary Instrumental/Vocal	5%	
National Honor Society	5%	
Robotics	10%	
Camping/Communications Retreat	\$325	(2010-11)
	\$327	(2011-12)
High School Musical	\$8,067	(2010-11)
	\$8,107	(2011-12)
High School Musical Hospitality	\$19.36	(2010-11)
	\$19.46	(2011-12)
Middle School Musical	\$1,749	(2010-11)
	\$1,758	(2011-12)

III. OTHER ACTIVITIES

	<u>2010-11</u>	<u>2011-12</u>
Summer School	\$24.98	\$25.10
In-Service	\$23.43	\$23.55
*Curriculum Dev.	\$23.43	\$23.55
Instructional Rate	\$36.42	\$36.60

*Includes Teacher Trainer

IV. CLUB SPONSORS	\$13.24	\$13.31
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Teachers that sponsor clubs may request compensation by submitting to their principal on a weekly basis, a log of their activities.

V. TEACHER LEADER

Release time shall be given to PLC and DATA Team Leaders in cooperation with administration.

**SCHEDULE B
MISCELLANEOUS**

BASE FOR 2010-11 26,244

ACTIVITY	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HS STUDENT COUNCIL	12%	3,149	3,243	3,340	3,440	3,543
MS STUDENT COUNCIL	8%	2,100	2,163	2,228	2,295	2,364
EL STUDENT COUNCIL	4%	1,050	1,082	1,114	1,147	1,181
YEARBOOK W/CLASS	9%	2,362	2,433	2,506	2,581	2,658
YEARBOOK W/O CLASS	12%	3,149	3,243	3,340	3,440	3,543
HS NEWSPAPER W/CLASS	8%	2,100	2,163	2,228	2,295	2,364
HS NEWSPAPER W/O CLASS	12%	3,149	3,243	3,340	3,440	3,543
MS NEWSPAPER W/CLASS	5%	1,312	1,351	1,392	1,434	1,477
MS NEWSPAPER W/O CLASS	8%	2,100	2,163	2,228	2,295	2,364
FRESHMAN SPONSOR	5%	1,312	1,351	1,392	1,434	1,477
SOPHMORE SPONSOR	5%	1,312	1,351	1,392	1,434	1,477
JUNIOR SPONSOR	10%	2,624	2,703	2,784	2,868	2,954
SENIOR SPONSOR	10%	2,624	2,703	2,784	2,868	2,954
HS DRAMA (2)	5%	1,312	1,351	1,392	1,434	1,477
DEBATE	10%	2,624	2,703	2,784	2,868	2,954
FORENSICS	5%	1,312	1,351	1,392	1,434	1,477
SERVICE SQUAD	4%	1,050	1,082	1,114	1,147	1,181
SAFETY SQUAD	4%	1,050	1,082	1,114	1,147	1,181
FOREIGN EXCHANGE	3%	787	811	835	860	886
HS INSTRUMENTAL/VOCAL	14%	3,674	3,784	3,898	4,015	4,135
MS/EL INSTRUMENTAL/VOCAL	5%	1,312	1,351	1,392	1,434	1,477
NATIONAL HONOR SOCIETY	5%	1,312	1,351	1,392	1,434	1,477
ROBOTICS	10%	2,624	2,703	2,784	2,868	2,954

**SCHEDULE B
MISCELLANEOUS**

BASE FOR 2011-12

26,375

ACTIVITY	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HS STUDENT COUNCIL	12%	3,165	3,260	3,358	3,459	3,563
MS STUDENT COUNCIL	8%	2,110	2,173	2,238	2,305	2,374
EL STUDENT COUNCIL	4%	1,055	1,087	1,120	1,154	1,189
YEARBOOK W/CLASS	9%	2,374	2,445	2,518	2,594	2,672
YEARBOOK W/O CLASS	12%	3,165	3,260	3,358	3,459	3,563
HS NEWSPAPER W/CLASS	8%	2,110	2,173	2,238	2,305	2,374
HS NEWSPAPER W/O CLASS	12%	3,165	3,260	3,358	3,459	3,563
MS NEWSPAPER W/CLASS	5%	1,319	1,359	1,400	1,442	1,485
MS NEWSPAPER W/O CLASS	8%	2,110	2,173	2,238	2,305	2,374
FRESHMAN SPONSOR	5%	1,319	1,359	1,400	1,442	1,485
SOPHMORE SPONSOR	5%	1,319	1,359	1,400	1,442	1,485
JUNIOR SPONSOR	10%	2,638	2,717	2,799	2,883	2,969
SENIOR SPONSOR	10%	2,638	2,717	2,799	2,883	2,969
HS DRAMA (2)	5%	1,319	1,359	1,400	1,442	1,485
DEBATE	10%	2,638	2,717	2,799	2,883	2,969
FORENSICS	5%	1,319	1,359	1,400	1,442	1,485
SERVICE SQUAD	4%	1,055	1,087	1,120	1,154	1,189
SAFETY SQUAD	4%	1,055	1,087	1,120	1,154	1,189
FOREIGN EXCHANGE	3%	791	815	839	864	890
HS INSTRUMENTAL/VOCAL	14%	3,693	3,804	3,918	4,038	4,157
MS/EL INSTRUMENTAL/VOCAL	5%	1,319	1,359	1,400	1,442	1,485
NATIONAL HONOR SOCIETY	5%	1,319	1,359	1,400	1,442	1,485
ROBOTICS	10%	2,638	2,717	2,799	2,883	2,969

APPENDIX C
Sabbatical Leave Policy

Authorization

Upon recommendation of the Superintendent of Schools, the Board of Education may grant a sabbatical leave of absence to teachers who have been employed by the School District of the City of Berkley for a period of seven consecutive years. Said leave may not exceed a period of one year and is subject to state code #340.752.

Purpose

The Sabbatical Leave Policy is designed to provide an opportunity for selected staff members to develop their professional competence and personal growth which consequently would serve to enhance the general welfare of the public school. **Conditions**

1. The teacher will be considered to be an employee of the Board of Education during sabbatical leave.
- 2, The teacher will be paid one-half of the annual salary he/she would have received had he/she remained in the school district and will be paid on the regular pay periods during sabbatical leave.
3. Withholding from the teacher's salary for social security, MESSA options and income tax will be made by the school district during the period of sabbatical leave.
4. The teacher on sabbatical leave shall accumulate five sick leave days for one semester sabbaticals and ten sick leave days for two consecutive semester sabbaticals.
5. Teachers on sabbatical leave will be granted credit toward retirement for the period of time on sabbatical, consistent with the rules and regulations established by the boards of control of public school employees' retirement funds.

6. The teacher shall be entitled to the salary increment he/she would have received had he/she been teaching in the district during the period of the sabbatical.
7. The teacher, upon return from sabbatical leave, shall be restored to his or her position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to law.
8. A maximum of two percent (2%) of the bargaining unit as identified in the contract will be eligible to take sabbatical leave during any given period of time.
9. Minimum term for sabbatical leave shall be no less than one (1) full semester and the maximum term shall be no more than two (2) full semesters (consecutive).
10. While on sabbatical leave, it shall be the responsibility of the teacher to submit such reports as may be deemed necessary by officials of the school district.
11. The Board of Education at any time it deems proper and with sufficient cause, and in accord with the state tenure act and any statutes or Board policies pertinent thereto, can suspend further compensation to the employee on sabbatical leave.
12. The teacher must serve the Berkley School District for a minimum period of two years immediately after return from sabbatical leave or compensate the district in an amount equivalent to that received in wages, insurance premiums, retirement and social security for the period of time the teacher was on sabbatical. Such reimbursement must be made within one (1) year after termination of the sabbatical and may be waived or postponed only with the approval of the Board of Education.
13. Within thirty (30) days after resuming his/her position as a teacher in the district, the teacher must submit a report to the Board of Education and the Superintendent including such information as:

- A.** Institution attended
- B.** Course pursued
- C.** Travel itinerary
- D.** Official transcript of credits
- E.** Experience gained
- F.** Appraisal of professional value of experiences and study to teacher and school district
- G.** Statement of manner in which knowledge and experience gained may be applied in classroom setting.

14. Teachers on sabbatical are prohibited from holding full time employment (unless it is part of the approved program) without the approval of the Board of Education. In no event shall a person on sabbatical gain more than full salary.

Application and Selection Procedures

1. Application forms for sabbatical leave may be obtained at the Administrative Offices.
2. Completed applications or requests for sabbatical leave must be made by March 1 of the school year prior to the school year for which sabbatical leave is requested, and are to be filed at the administrative offices.
3. As of April 1, if final notification on the request has not been made, a biweekly status report will be made to each teacher applicant. Final notification must be made in writing, by the last day of school.
4. Proposals for sabbatical leave must give promise of genuine professional improvement and might include:
 - A.** Formal study at an approved institution
 - B.** Travel related to professional growth

- C. Project of research with sanction of an approved institution
 - D. Writing pertinent to his/her teaching position
 - E. Work related to professional development in his/her field of specialization
5. Screening for sabbatical leave candidates shall be conducted by the Administration and may include a personal interview as well as an evaluation of stated requirements and credentials.
 6. Leave will be recommended for candidates considered by the Administration to be the best qualified with due regard given professional background and length of service to the district. Level or position shall not be a determining or restrictive factor in the selection of sabbatical candidates.
 7. Recommendations for sabbatical leave shall be made by the Administration to the Board of Education.
 8. Approval of any request for sabbatical leave may be contingent upon procurement of a satisfactory replacement.
 9. Changes in an approved program must have the approval of the Superintendent of Schools and the Board of Education.

A sabbatical leave may be discontinued upon mutual agreement of the Board of Education and the teacher on sabbatical leave.

Daily Schedule 2010-11

Elementary Schools

8:00 - 8:05 Arrival
8:05 - 11:20 AM Instruction
11:20 - 12:05 Lunch
12:05 - 3:20 PM Instruction

Anderson & Norup

8:10 - 8:15 Arrival
8:15 - 3:30 Instruction
lunch included

High School

7:40 Arrival
12:35 - 1:25 Lunch
3:00 Dismissal

BERKLEY SCHOOL DISTRICT 2010-2011 SCHOOL CALENDAR

August 30	Monday	Teachers' Work Day
Aug 31-Sept 2	Tues/Thur	Teachers' Professional Development Day
September 7	Tuesday	Students' first ½ day – Teacher Plan ½ day
September 9/10	Thur/Fri	No School
October 20	Wednesday	High School Evening Conferences
October 21	Thursday	High School ½ Day – Afternoon & Evening Conferences
October 27	Wednesday	Middle School Evening Conferences
October 28	Thursday	Middle School ½ Day – Afternoon & Evening Conf.
October 29	Friday	½ Day Students – ½ Records
November 3	Wednesday	Elementary Evening Conferences
November 4	Thursday	Elementary ½ Day – Afternoon & Evening Conferences
November 24	Wednesday	No Students - ½ Day PD Teachers – ½ Day Comp
November 25/26	Thurs/Fri	No School – Thanksgiving
December 20-31		Winter Break – No School
January 3	Monday	Classes Resume
January 17	Monday	No School – MLK Day
January 19-21	Wed/Fri	High School ½ Day – Final Exams
January 21	Friday	½ Day Students – ½ Records
February 21-25	Mon/Fri	Mid-Winter Break – No School
February 28	Monday	Classes Resume
March 16	Wednesday	Middle School Evening Conferences
March 17	Thursday	Middle School ½ Day – Afternoon & Evening Conf.
March 23	Wednesday	High School Evening Conferences
March 24	Thursday	High School ½ Day – Afternoon & Evening Conferences
March 30	Wednesday	Elementary Evening Conferences
March 31	Thursday	Elementary ½ Day Afternoon & Evening Conferences
April 1	Friday	No Students ½ Day PD Teachers – ½ Day Records
April 4-8		Spring Break
April 11	Monday	Classes Resume
April 22	Friday	No School
May 11	Wednesday	Middle School Students ½ Day – 5 th Grade Orientation
May 27	Friday	No Students ½ Day PD - ½ Day Comp Day
May 30	Monday	No School – Memorial Day
June 13-15	Mon/Wed	High School ½ Day – Final Exams
June 15	Wednesday	½ Day Students (Last Day) – ½ Day Records
June 16	Thursday	Teachers' Last Day

BERKLEY SCHOOL DISTRICT 2011-2012 SCHOOL CALENDAR

August 29	Monday	Teachers' Work Day
Aug 30-Sept 1	Tues/Thur	Teachers' Professional Development Day
September 6	Tuesday	Students' first ½ day – Teacher Plan ½ day
September 29/30	Thur/Fri	No School
October 19	Wednesday	High School Evening Conferences
October 20	Thursday	High School ½ Day – Afternoon & Evening Conferences
October 26	Wednesday	Middle School Evening Conferences
October 27	Thursday	Middle School ½ Day – Afternoon & Evening Conf.
October 28	Friday	½ Day Students – ½ Records
November 2	Wednesday	Elementary Evening Conferences
November 3	Thursday	Elementary ½ Day – Afternoon & Evening Conferences
November 23	Wednesday	No Students - ½ Day PD Teachers – ½ Day Comp
November 24/25	Thurs/Fri	No School – Thanksgiving
December 19-January 2		Winter Break – No School
January 3	Tuesday	Classes Resume
January 16	Monday	No School - MLK Day
January 18-20	Wed/Fri	High School ½ Day – Final Exams
January 20	Friday	½ Day Students – ½ Records
February 20-24	Mon/Fri	Mid-Winter Break – No School
February 27	Monday	Classes Resume
March 14	Wednesday	Middle School Evening Conferences
March 15	Thursday	Middle School ½ Day – Afternoon & Evening Conf
March 21	Wednesday	High School Evening Conferences
March 22	Thursday	High School ½ Day – Afternoon & Evening Conferences
March 28	Wednesday	Elementary Evening Conferences
March 29	Thursday	Elementary ½ Day Afternoon & Evening Conferences
March 30	Friday	No Students ½ Day PD Teachers – ½ Day Records
April 2-6		Spring Break
April 9	Monday	Classes Resume
May 9	Wednesday	Middle School Students ½ Day – 5 th Grade Orientation
May 25	Friday	No Students ½ Day PD - ½ Day Comp Day
May 28	Monday	No School – Memorial Day
June 11-13	Mon/Wed	High School ½ Day – Final Exams
June 13	Wednesday	½ Day Students (Last Day) – ½ Day Records
June 14	Thursday	Teachers' Last Day

**BERKLEY SCHOOL DISTRICT
APPENDIX D-1
PARENT TEACHER CONFERENCE SCHEDULE
2010-11**

FALL

Elementary	Wednesday Thursday	November 3 November 4	Evening Afternoon & Evening
Anderson MS & Norup	Wednesday Thursday	October 27 October 28	Evening Afternoon & Evening
High School	Wednesday Thursday	October 20 October 21	Evening Afternoon & Evening

SPRING

Elementary	Wednesday Thursday	March 30 March 31	Evening Afternoon & Evening
Anderson MS & Norup	Wednesday Thursday	March 16 March 17	Evening Afternoon & Evening
High School	Wednesday Thursday	March 23 March 24	Evening Afternoon & Evening

**BERKLEY SCHOOL DISTRICT
APPENDIX D-1
PARENT TEACHER CONFERENCE SCHEDULE
2011-12**

FALL

Elementary	Wednesday Thursday	November 2 November 3	Evening Afternoon & Evening
Anderson MS & Norup	Wednesday Thursday	October 26 October 27	Evening Afternoon & Evening
High School	Wednesday Thursday	October 19 October 20	Evening Afternoon & Evening

SPRING

Elementary	Wednesday Thursday	March 28 March 29	Evening Afternoon & Evening
Anderson MS & Norup	Wednesday Thursday	March 14 March 15	Evening Afternoon & Evening
High School	Wednesday Thursday	March 21 March 22	Evening Afternoon & Evening

PAYROLL DATES
APPENDIX E

2010-11

September 2, 2010
September 17, 2010
October 1, 2010
October 15, 2010
October 29, 2010
November 12, 2010
November 24, 2010
December 10, 2010
December 24, 2010

January 7, 2011
January 21, 2011
February 4, 2011
February 18, 2011
March 4, 2011
March 18, 2011
April 1, 2011
April 15, 2011
April 29, 2011
May 13, 2011
May 27, 2011
June 11, 2011
June 24, 2011

2011-2012

September 1, 2011
September 16, 2011
September 30, 2011
October 14, 2011
October 28, 2011
November 11, 2011
November 23, 2011
December 9, 2011
December 23, 2011

January 6, 2012
January 20, 2012
February 3, 2012
February 17, 2012
March 2, 2012
March 16, 2012
March 30, 2012
April 13, 2012
April 27, 2012
May 11, 2012
May 25, 2012
June 8, 2012
June 22, 2012

APPENDIX F-1

THE REVISED SCHOOL CODE

380.1309 Conduct constituting suspension; action by teacher; report; supervision; conference; return by student; adoption of local policy by school board; definitions.

Sec. 1309. (1) If a teacher in a public school has good reason to believe that a pupil's conduct in a class, subject, or activity constitutes conduct for which the pupil may be suspended from a class, subject, or activity according to the local policy required under subsection (2), the teacher may cause the pupil to be suspended from the class, subject, or activity for up to 1 full school day. The teacher shall immediately report the suspension and the reason for the suspension to the school principal and send the pupil to the school principal or the school principal's designee for appropriate action. If that action requires the continued presence of the pupil at school, the pupil shall be under appropriate supervision. As soon as possible after a suspension under this section, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor, school psychologist, or school social worker shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. During a suspension under this section, the pupil shall not be returned that school day to the class, subject, or activity from which he or she was suspended without the concurrence of the teacher of the class, subject, or activity and the school principal.

(2) A school board shall adopt a local policy specifying the types of conduct for which a pupil may be suspended from a class, subject, or activity by a teacher under this section. This policy shall be included in the school board's code of student conduct.

(3) As used in this section:

(a) "School board" means that term as defined in section 1311 a.

(b) "School principal" means the chief administrator of a school.

History: Add. 1999, Act 103, Imd. Eff. July 6, 1999.

Popular name: Act 451

APPENDIX F-2

BERKLEY SCHOOL DISTRICT

STUDENTS

POLICY JDBA

CLASS, SUBJECT AND ACTIVITY SUSPENSIONS

A teacher is authorized to remove and suspend a student from a class, subject, or activity when the student commits violations of law or engages in any of the following violent or disruptive behaviors:

- Physical assault against another student, employee, volunteer, or contractor for the district; or
- Use or possession of an object, substance or material which is illegal to have at school, e.g., weapon, narcotic, laser pointer; or
- Use or possession of a dangerous object, substance or material, e.g., smoke bomb, irritant spray; or
- Verbal assault against an employee, volunteer or contractor for the district; or
- A bomb threat or similar threat.

Any student suspended pursuant to this policy shall not be allowed to return to the class, subject, or activity from which he or she was suspended from until the passage of one full school day from the time of the student's infraction unless otherwise permitted by the teacher who ordered the suspension.

Students attending separate class periods throughout the school day shall be permitted during the term of the suspension to attend other classes taught by other teachers only at the discretion of the principal or designee.

Application to Students with Disabilities

This policy shall be applied in a manner consistent with the rights secured under federal and state law to students who are determined to be eligible for special education programs and services.

Legal Reference: MCL380.1309

NEW POLICY: September 13, 1999

NEXT REVIEW: 2004

APPENDIX G-1

Professional Meetings 2010 - 2011 (all 75 minutes)

September 7
September 14
September 21

February 1
February 8
February 15

October 5
October 12
October 19

March 1
March 8
March 15

November 2
November 9
November 16

April 12
April 19

December 7
December 14

May 3
May 10
May 17

January 4
January 11
January 18

June 7
June 14

APPENDIX G-1

**Professional Meetings
2011 - 2012
(all 75 minutes)**

September 6
September 13
September 20

February 7
February 14

October 4
October 11
October 18

March 6
March 13
March 20

November 1
November 8
November 15

April 10
April 17

December 6
December 13

May 1
May 8
May 15

January 3
January 10
January 17

June 5
June 12

APPENDIX H

OTHER QUALIFIED ADULT

- A. For the purposes of this Appendix, "family" is defined to include Other Qualified Adults, (or OQA's) as described below. In addition, under this Appendix, children and other relatives of OQA's are to be treated in the same way as are children and other relatives of spouses and/or other family members. Any definition of "family" within this Appendix shall include OQA's.
- B. Definition of Other Qualified Adult. For the purpose of this Appendix, an "Other Qualified Adult" is one whose financial and/or personal interests are connected to that of a bargaining unit member represented by the Association to an extent that would qualify this individual to be recognized by the collective bargaining agreement as a part of the member's immediate family. An OQA must:
1. Be of legal age for entering into legal, binding, written business agreements.
 2. Not be eligible to be one of the bargaining unit member's intestate heirs by virtue of being a blood relative.
 3. Have a personal financial arrangement with the member that meets at least two of criteria (a)-(d) and two of the criteria (e)-(i) that establishes the need for recognition of OQA status including:
 - a. Common ownership of the shared principle residence.
 - b. Joint checking account.
 - c. Joint credit account.
 - d. Joint credit card.
 - e. The member and OQA each has Durable Power of Attorney for financial management of the other.
 - f. Each has Durable Power of Attorney for health care for the other.
 - g. Shared responsibility for dependent minor children.
 - h. The member's Will or Trust designates the OQA as primary beneficiary for the member's employer-paid life insurance or for the Will itself and vice versa or to receive benefits under the member's retirement contract (includes IRA's, 401(k), 403(b) or any other pension plan held by the member.)
 - i. Both persons agree that by requesting OQA recognition that each is to be responsible for each other's basic debts and living expenses. Both persons agree that anyone who is owed these expenses can collect from either person.
 4. Neither person is married to a different person; by either standard or common law.

- C. A member and another person shall be recognized as having established "Other Qualified Adult" status on the basis of a financial relationship, when they have filed a notarized "Affidavit of Other Qualified Adult" status with the insurance carrier and school district and have received written confirmation from the district. An employee who provides false information in connection with obtaining benefits under this Appendix shall be liable for the costs of any premiums paid by the district or for any benefit services received by the OQA or the OQA's children under this Appendix.
- D. Health care coverage shall include hospital-surgical-medical benefits.
- E. The Board shall pay the premiums for such health care coverage of OQA's in a manner consistent with its payment of health insurance premiums enjoyed by the membership.
- F. State and or Federal Law may not recognize "Other Qualified Adults" as being qualified for tax-exempt status regarding the employer-paid benefit. Therefore, the value of the health care coverage is subject to income tax and FICA taxes and will be reported as income on the employee's W-2 form.

The OQA may, however, qualify as an IRS "Eligible Dependent" if more than half of the OQA's support for the year comes from the employee, the member earns less than the IRS exemption amount, and the OQA is a member of the household maintained and occupied by the employee/member. An employee who believes his/her situation meets these qualifications should verify this with a competent attorney, at her or his own expense. The district assumes no tax responsibility or tax liability for the veracity or continuing veracity of the statements contained in this section; taxability, and furthermore, no employee should rely on information contained herein as being definitive on the subject, and should consult an attorney of his/her choice. A OQA's minor children may meet the dependent requirements under Section 151 and 152 of the IRS Code. The employee must submit competent legal documentation, at his or her own expense, showing that the children meet these requirements.

- G. Berkley Public Schools will keep records containing Other Qualified Adult confidential to the extent permitted by law.
- H. Employees will be required to submit an "Affidavit for Termination of Other Qualified Adults Benefits" (obtained from the district's benefits office) if the relationship ends, has ended or if the OQA dies. The employee will be liable for her or his failure to provide this documentation within two weeks of the termination of the relationship for the costs of any premium paid by the district or for any benefit services received by the OQA or the OQA's children after they are no longer eligible to be covered. Benefit eligibility for the OQA partner will cease upon the OQA's death or upon the date the OQA relationship ends, as stated on the "Affidavit for Termination of OQA Benefits."
- I. In the event that an employee chooses to delete an OQA from her or his coverage s/he will not be eligible to add a new OQA until twelve (12) months have elapsed since the deletion of the former OQA and must satisfy ALL of the eligibility requirements set forth above.
- J. Because COBRA does not require that an employer provide continuation coverage

benefits to other than employees, their spouses, and dependents who were participants in the health plan, the district does not offer COBRA for any other such continuation coverage benefits to OQA partners. Oral representations that may be made by any administrator or other person who might be or could be considered to have the authority to make such representations must be considered by the employee who signs this document and by the OQA as misrepresentations and cannot be relied upon to circumvent the plain language in this section of this document.

- K. This section (Appendix I) will remain in effect for the 2010-11 school year. Should, during the course of the year six (6) teachers obtain coverage under this section, the parties shall meet and confer (bargain) regarding extension of this section, and further, the District shall have the right to suspend application of this section to any teacher not already covered under this section (that is, beyond the six (6) already receiving coverage).

This section will continue in effect after the 2010-2011 school year unless either party requests to meet and confer (bargain) over its continuation. Should either party make such request, coverage under the provision would continue under this section until agreement is reached or the section is otherwise eliminated through lawful impasse and implementation. Notwithstanding anything to the contrary, the district shall not be required to provide benefits under this section to more than six (6) teachers unless it otherwise agrees.

AFFIDAVIT OF 'OTHER QUALIFIED ADULT' ELIGIBILITY

Employer:	
Employee Name:	
Insurance Carrier ID Number:	
Other Qualified Adult Name:	
OQA Social Security Number:	

We declare, for purposes of obtaining group insurance coverage that we have an existing relationship that meets all of the criteria listed below:

1. We are both eighteen (18) years of age or older
2. We are not related by blood
3. Neither of us is married
4. We have a committed financial relationship that has existed for a least six months that is evidenced by the following (check all applicable): You must have a least two of the criteria listed (a)-(d) and two of the criteria listed (e)-(i).
 - a. Joint checking account _____
 - b. Joint credit account _____
 - c. Joint credit card _____
 - d. The member and OQA each has Durable Power of Attorney for financial management of the other _____
 - e. Each has Durable Power of Attorney for health care for the other _____
 - f. Shared responsibility for dependent minor children _____
 - g. The member's Will or Trust designates the OQA as primary beneficiary for the member's employer-paid life insurance or for the Will itself and vice versa or to receive benefits under the member's retirement contract (includes IRA's, 401(k), 403(b) or any other pension plan held by the member). _____
 - h. Both persons agree that by requesting OQA recognition that each is to be responsible for each other's basic debts and living expense. Both persons agree that anyone who is owed these expenses can collect from either.
 - i. Common ownership of the shared principal residence

We affirm that the information provided above is true. We understand and agree that if the information is not true, that we may be jointly and severally liable for the costs of the premiums paid by the district or for any benefit services received by the OQA or the OQA's children under such insurance coverage. We further agree to notify the insurance carrier and the school district within thirty (30) days if the relationship ends or if any of the above information is no longer in termination of all the insurance carrier coverage for the OQA and could result in liability for claims incurred during any period of coverage subsequent to changes in the relationship. The insurance carrier and the school district will agree to keep this Affidavit confidential to the extent permitted by law and will not disclose it without notice to the employee.

Dated: _____
Signature of Employee

Dated: _____
Signature of OQA

Subscribed and sworn to before me on this _____ day of _____

Notary Public

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