



PROFESSIONAL
AGREEMENT

between

Brighton Area Schools
Board of Education

and

Brighton Education Association

Effective
September 1, 2025 to August 31, 2028

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**ARTICLE 1
PREAMBLE**

This Agreement is entered into by and between Brighton Education Association, hereinafter called the "Association" and the Brighton Area Schools, Livingston County, Michigan, hereinafter called the "Board."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Brighton is their mutual aim and that the quality of service and morale of employees is a major component in the provision of quality education, and

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

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE 2
RECOGNITION**

- A. The Board recognizes the Association as the exclusive and sole bargaining representative for all regularly assigned JK-12 certificated teacher personnel with probationary, permanent, continuing, life or vocational certificates, social workers, and the K-12 career facilitator whether under contract, under letter of intent, or on leave, and excluding substitute teachers, community schools staff, the Superintendent, Assistant Superintendents, Principals, Assistant Principals and all other Board designated administrative personnel.

In-School Suspension positions will be included in the bargaining unit when they are designated as instructional positions in terms of the expectations set forth for the position by the Board.

- B. The term "employee(s)," and "Bargaining unit member(s)" when used hereafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit.

The term "Counselors/Social Workers" when used hereafter in this Agreement, shall refer to counselors, social workers, and other professional certified or licensured employees represented by the Association and not covered by the Teacher Tenure Act.

- C. The Board agrees not to negotiate with any employee organization other than the Association for the duration of this Agreement.

ARTICLE 3
MANAGEMENT RIGHTS OF THE BOARD OF EDUCATION

- A. The Board, on its own behalf and on behalf of the electors of the school district it represents, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States, included, but without limiting the generality of the foregoing: The management and administrative control of the school system, school properties, facilities, grades and courses of instruction (recognizing the individual methods used by employees), special programs, means of acquiring materials, and materials used for instruction, and employee discipline, staff size, health and safety, layoff/recall, dismissal, assignment, selection, direction, transfer, promotion and demotion of all personnel. Further, the Board has control to enter into an intergovernmental agreement to collaborate, consolidate or jointly perform functions or services with other public or governmental agencies. The Board will notify the Association in writing of impact, if any, on bargaining unit members, and the Association may bargain impact if it chooses.

- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules and regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement. The Association and its members recognize and shall adhere to all Board policies and all regulations fulfilling such policies which are not in violation of the terms and conditions of this Agreement, providing such policies and procedures are in writing and have been furnished to each building.

ARTICLE 4
ASSOCIATION AND EMPLOYEE RIGHTS

- A. The Board specifically recognizes the right of the Association to organize and operate under the Michigan Public Employment Relations Act and all other applicable laws and regulations. The rights granted to employees herein under shall be deemed to be in addition to those provided elsewhere.

- B. Except as they may interfere with the employee-pupil relationship, employees shall be entitled to full rights of citizenship.

- C. Provisions of this Agreement and the wages, terms, hours, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, gender identity, sexual orientation or membership in, or association with, the activities of any employee organization.

- D. The Association and its members shall be allowed, upon request, to use school building facilities for local business during the hours that the buildings are covered by custodial staff, provided the use does not conflict with any student activities or pre-scheduled uses. Association personnel shall have the right to use school facilities, technology, and equipment, at reasonable times such equipment is not otherwise in use. The Association shall be allowed to maintain an office at the High School, located in B-40. The Association shall pay a service fee of \$50 per month unless agreed by the parties. There is no expectation of privacy with any use of district facility, district systems, district equipment, or district technology. The Association does have an expectation of privacy with Association purchased systems, equipment and

technology. Any time an Employee (other than Custodial or Operation Staff) or Board Member plans to enter the office without the Association President's permission, the Association President will be notified by phone call or text/email prior to entry, unless entry is necessary due to an emergency. The Association shall supply at the Association's expense, all materials needed to conduct Association business.

The Association shall have the exclusive right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and employee mailboxes for communication to employees.

- E. The Board agrees to make available to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register and minutes of all board meetings, census and membership data, names and addresses of all members and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- F. The District will inform the Association of upcoming budgets (issues and projections) and will allow the Association to offer input prior to presenting the budget to the Board for approval.
- G. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations or activities.
- H. Employees are entitled to full Weingarten rights which include representation by a Union official in meetings with Administration that may involve discipline. A UniServ may also attend a Weingarten protected meeting with a local Union representative, as long as it does not result in an unreasonable delay of the scheduled meeting time.
- I. Probationary employee evaluation and contract non-renewal are not subject to the grievance procedure. However, a probationary teacher may appeal final evaluation ratings to the Superintendent pursuant to state law; and probationary employees may grieve discipline up to the board level (Level Three).
- J. For tenured teachers, consistent with the Teachers' Tenure Act, discipline may only be issued for non-arbitrary or capricious reasons, which includes consideration of like offenses which previously occurred in the District and the parties shall subscribe to the concept of progressive discipline. Progressive discipline for infractions generally includes: verbal warning(s) (documented in writing), written warning(s), reprimand(s), suspension(s) without pay. The district reserves the right to issue higher levels of disciplinary measures consistent with the severity of the infraction. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. If the Tenure Act disciplinary standard changes, the District shall apply the new standard consistent with the requirements of the Tenure Act. Tenured teachers cannot grieve "demotions" or "dismissals" within the meaning of the Teacher Tenure Act, and must utilize the Tenure system for appealing those "demotions" or "dismissals".

- K. Provision for non-probationary “Counselor/Social Worker” not covered by the Michigan Tenure Act, no employee shall be disciplined, reprimanded, (or reduced in compensation as a result thereof) without just cause, which includes consideration of like offenses which previously occurred in the District and the parties shall subscribe to the concept of progressive discipline. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. The District reserves the right to issue higher levels of disciplinary measures consistent with the severity of the infraction.
- L. Any specific complaint toward an employee which warrants investigation, shall be called to the employee’s attention. Complaints not resulting in discipline will not be placed in the employee’s personnel file. No disciplinary-related material originating after employment will be placed in the personnel file unless the employee has been given a copy. If an employee believes that material has been placed in their personnel file that is in error, the employee and Assistant Superintendent of Human Resources or designee may mutually agree with its removal or correction consistent with the law. If an employee is asked to sign material placed in their personnel file, such signature shall be understood to indicate their awareness of the material, but does not indicate agreement with the content of the material.
- M. Non-disciplinary material originating after original employment will not be placed in the personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any disciplinary or non-disciplinary material and the same shall be attached to the file copy of the material in question, limited to five sheets of 8 1/2 by 11 inch paper. If the employee believes that disciplinary or non-disciplinary material to be placed in the file is inappropriate or in error, they may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the materials will be corrected or expunged from the file consistent with the law. If the employee is asked to sign disciplinary or non-disciplinary material placed in the file, such signature shall be understood to indicate their awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Except for letter of recommendation and college or university placement documents, an Employee will have the right to review the contents of an employee's personnel file, and to have a representative of the Association accompany them in such review. All files containing materials pertaining to an employee shall be open to that employee for inspection with the building administrator.

- N. Any complaint made against an employee by any parent, student, or other person shall, within two (2) school days be called to the attention of the employee, once determined that the complaint may lead to discipline or impact the employee's evaluation. If the complaint results in discipline or impacts the employee’s evaluation, then the name(s) of the complainant(s) shall be made known to the employee if disclosure is consistent with due process or another law or once the student involved in the complaint is no longer the responsibility of the employee. The grievance timeline shall then reset upon notification.

The existence of any complaint made against a student teacher, student-aide, or intern teacher by any parent, student, or other person shall, in a reasonable period of time, be called to the attention of the supervising teacher, if once it is determined that the complaint may lead to discipline or impact the supervising teacher’s employment.

- O. The Board, recognizing the value of an effective Association-Board relationship, agrees to assign to the

Association President no more than four (4) academic classes (or the equivalent in case of an elementary teacher) and allows that person one (1) hour of release time per day in which to fulfill their responsibility. During the hour of release, the President shall be available to meet with the Superintendent or designee. The President may be asked to engage in problem solving as it relates to: human resource contractual concerns, building level conflict resolution, collaborative work with the district as it relates to legislative changes, and other meetings upon request. Release time for the Association President shall be either at the beginning or the end of the school day. The Association President's preparation time shall be scheduled at either end of the work day. The Association President may use their preparation time, when necessary, to fulfill their Association responsibilities, provided that: (1) They notify the building administrator of their intent; (2) the Association President meets their daily preparation responsibilities to the satisfaction of the building administrator. The Association will reimburse the district for the ORS contribution for the release time as required by law.

In addition to the above referenced release time, the District will provide an additional release hour provided this time will not require the district to add FTE to accommodate the second hour of release time on an ongoing basis throughout the ensuing school year subject to the following conditions:

1. Notice will be provided in writing to Human Resources by March 1 if the second hour of release time is not needed for the following school year.
2. The salary of the employee for the additional release time will be reimbursed by the Association including the ORS contribution as required by law. All dues paying employees in the bargaining unit will pay an equal share of the cost.

In the event the President occupies a non-instructional position, an equivalent amount of time afforded to a classroom teacher occupying the position will be permitted.

- P. At the beginning of the school year, twenty (20) days will be credited to the Association to be used by the Association members for conducting Association business. Written requests from the Association Board of Directors for use of these days must be made to the Superintendent and written approval will be granted for such accepted absence. The Association shall reimburse the Board for the cost of the substitute for the second ten (10) days, as well as the ORS contribution costs for all days used.
- Q. Representatives of the Board and the Association will meet as needed for the purpose of reviewing the administration of the contract and to attempt to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- R. It is expressly understood that the participation by the Association at Board of Education meetings will be by any designated authorized representative who will have the authority to speak for and on behalf of the Association. In the event that the Association through its designated representative desires to react to the items of discussion on the Board agenda, the Superintendent shall be notified prior to the meeting of the Board.

Further, all matters to be submitted by the Association to the Board of Education shall be filed with the Superintendent at least one week prior to the regularly scheduled board meeting unless waived by the Superintendent in order to allow the administration and the Board of Education to give proper and due consideration to matters brought before the Board at a public meeting. The Board, in its sole discretion, reserves the right to limit discussion time and subject matter to be discussed at any given Board meeting.

- S. It is expressly understood that “Counselors/Social Workers” in assignments other than a classroom teacher as set forth in the Teacher Tenure Act (Act No. 4, Michigan Public Acts of 1937, Extra Session as Amended), shall not be deemed to be granted tenure in such capacity by virtue of this Agreement.
- T. “Counselors/Social Workers” shall serve a probationary period equivalent to the probationary period of a teacher.

ARTICLE 5
NEGOTIATIONS PROCEDURES

- A. Negotiations for a successor contract shall commence between the parties not less than 90 days prior to the expiration date of this contract.
- B. Each party shall have the necessary power and authority to make proposals and counter proposals during the course of negotiations subject only to ultimate ratification of their respective units.
- C. The negotiated Tentative Agreement shall be approved or rejected by the membership of the Association and the Board within the timeline agreed upon by the Board and the Association. Reaching of a Tentative Agreement means that the final Tentative Agreement shall have been approved by the chairperson of the teams for submission to the Association and Board memberships for ratification votes. If the Tentative Agreement is rejected by either party, the parties agree to meet to discuss next steps.
- D. When an Agreement is reached between the parties, a contract shall be written and signed by the Board President and the Association President, and chairperson of the negotiating committee of each party. Necessary action will be taken by the Board and the Association to implement the specifics of the agreement. There shall be four (4) signed copies of the agreement for purposes of record. Two (2) shall be retained by the Board and two (2) shall be retained by the Association.
- E. Any amendment to this contract shall be in writing and ratified by both parties prior to its effective date, it being expressly understood that this contract may not be amended or extended orally.
- F. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

Further, it is recognized that the parties may upon mutual consent modify provisions of this contract during its life if the above paragraph is waived by each in their sole discretion.

- G. The Board and the Association recognize the value of continuous improvement via building-based

decision making. The parties recognize that in this process decisions may be made that are incongruent with this Agreement. Therefore, prior to implementation, any program must be approved by the Association and the Board of Education or its designee. The parties will work together to encourage creative, effective educational programs.

ARTICLE 6 PAYROLL DEDUCTIONS

- A. No dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- B. With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees to disburse said sums at the end of the pay period in which they are deducted.
- C. The Association agrees to indemnify and save the Board, and including each individual school Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay, legal fees and all court or administrative agency costs that may arise out of or by reasons of action taken or not taken by the Board or its agents for the purpose of complying with the discharge procedures of this Article, provided the damages have not resulted from the gross negligence, misfeasance, or malfeasance of the Board or its agents.
- D. In the event of a verified overpayment of wages or benefits under the terms of this agreement, the district may payroll deduct the overpayment as a condition of this contract pursuant to the authority and the limits set forth in MCL 408.477. The District will consult with the Association regarding the repayment schedule.
- E. Payroll deductions will be afforded as follows:
 - 1. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any such employee no later than the next payroll date after all required documents are submitted and verified, and make appropriate remittance for plans or programs jointly approved by the Association President and Assistant Superintendent of Finance, to a maximum of six (6) deductions per pay beyond the standard deductions, provided that once such deduction is authorized, it shall be subject to change only at the beginning of each subsequent semester.
 - 2. The Board agrees to provide a contribution plan for its employees to participate in a tax-sheltered annuity program, as agreed upon between the Board and the Association. The number of TSA carriers shall be capped at eight (8). If a carrier drops to five (5) or fewer enrollees, they shall be given thirty (30) days in which to enroll the minimum of ten (10) unit employees. Failure to enroll ten (10) employees will mean the carrier is dropped from the approved list and the remaining enrolled employees will have thirty (30) days in which to sign up with another carrier on the approved list. The amount to be deducted from an individual's pay can be established only four (4) times each year – September, December, January and April – and will remain in effect for the remainder of that portion of the year.

ARTICLE 7
PROFESSIONAL COMPENSATION

- A. The basic salaries of employees covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

Teachers shall have the option of receiving their salary in 21 or 26 equal increments and shall elect their option by July 1 for salary disbursements in the succeeding year.

The Board agrees to adhere to the salaries set forth in Schedules A, B, & C (except as provided in section D below) and any deviation shall be immediately adjusted upon being brought to the attention of the Board.

- B. An Employee shall be placed on the salary schedule step which gives credit for educational preparation and the number of full years of experience as allowed by this paragraph for placement on the salary schedule. All experience credited shall be added together, except as noted below.

1. Experience credit shall be awarded for K-12 teaching experience in either public or non-public schools governed by the provisions of a state teacher certification code. To be credited on the salary schedule for experience, the teacher shall have been a certified teacher during the time of their teaching employment. Experience credit shall not be awarded for practice (student) teaching, day-to-day substitute teaching, private nursery school (day care) teaching, intern teaching (other than in Brighton schools), or graduate assistant or fellowship teaching at colleges or universities whether or not the teacher was certified, or other similar experience.

New hire experienced employees may be placed on the salary schedule step of the Board of Education's choosing; however, they shall not be placed on a step that exceeds their total experience.

Less than full-time employees shall be notified that they have no rights to a full-time position.

Teachers recalled from layoff who have gained additional teaching experience in accordance with the provision contained herein (B.1) shall receive salary increment steps provided they agree in writing to have their yearly salary reduced by the gross dollar amount they received in unemployment compensation while laid off.

2. To the extent allowed by law, employees hired previously shall advance to the next step on the salary schedule on the first day of each school year. To the extent allowed by law, employees newly hired will advance according to the following:
 - a. Employees hired before November 1 shall advance to the next step, and subsequent steps, on the first day of the next school year.
 - b. Employees hired after October 31 and before April 1 shall advance to the next step at the beginning of the second semester of the following school year (paid at a rate halfway between the two steps) and subsequent years (unless hired from a similar position in another educational institution and then they shall advance on the first day of the next school year).

- c. Employees hired after March 31 shall remain on the same pay step for the next school year only and shall advance to the next pay step and subsequent steps on the first day of the following year unless hired from a similar position in another educational institution and then they shall advance on the first day of the next school year).
 3. Shared and/or abbreviated teaching schedules (see Article 11.F) may at times be beneficial both to the Board and the individual employee. Employees placed on abbreviated schedules shall earn one full salary schedule step.
 4. To the extent allowed by law, an employee advancing from one salary track to another will be placed on the advanced salary track as follows (retroactive if new level is completed prior to start of the semester and verification is submitted by the required date):
Beginning of the year – Proof is submitted by November 1
First day second semester – Proof is submitted by March 1
 5. Criteria for courses applying to MA+30:
 - a. No duplication of classes previously taken.
 - b. Course must be:
 - i. related to current or future work assignments
 - ii. transcript from an accredited university
 - iii. successfully completed (GPA of 2.5 or higher)
 - iv. Graduate level course
 - c. It is required that MA+30 program classes be discussed in writing, prior to registering, with the Assistant Superintendent for Human Resources to ensure that courses qualify based on this subsection. Employees already enrolled in classes or programs or already receiving prior permission shall be permitted to continue and finish their classes or program if initiated prior to ratification of this contract.
 - d. Credits for MA+30 must be earned after the BA/BS.
- C. The salary schedule is based upon the regular school year calendar as set forth in Schedule A and the normal teaching assignment as defined in the Agreement. Any teacher who accepts an additional class for the school year over and above the normal teaching load shall receive a prorated increase (e.g. - 1/5 for a five-hour teaching day or 1/6 for a six-hour teaching day) in their annual base teaching salary or fraction thereof. There shall be a prorating of additional salary for additional class assignments when such additional assignments are fulfilled on a regular basis for less than a full year.
- D. Employees appointed to extra duty assignments set forth in Schedule B which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of that Schedule B. In the event no qualified bargaining unit member applies for a Schedule B assignment and the board hires a non-bargaining unit applicant, the level of compensation may be equal to or less than the compensation established in Schedule B.
- E. Schedule C positions are those teaching assignments that involve work responsibilities beyond contract time and are not optional. Additional compensation for such work shall be paid in accordance with Schedule C.

- F. Current and active job descriptions for Schedule B and Schedule C positions will be on file with both the Association and the Administration. These job descriptions will also be accessible on their respective websites.
- G. Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a reimbursement equal to the current IRS approved mileage rate. The same reimbursement shall be given for use of personal cars for approved field trips or other approved business of the district. Appropriate requests for payment of mileage and other expenses shall be turned in to the principal/director on a monthly basis, but at least once each marking period.
- H. Any employee resigning before the completion of the school year has the professional and legal obligation to reimburse the Board for all overpaid monies.
- I. Longevity – Employees having the following years of experience employed with Brighton Area Schools shall receive longevity payments in annual amounts as set forth below. By July 1, employees will elect whether to receive their longevity in their first October paycheck or their TSA (October). If the payroll department is not contacted by July 1, the employee’s longevity stipend will be paid out into their first October paycheck.

13-15 years (12-15 years for BA scale)	\$1,400
16-20 years	\$1,900
21-25 years	\$2,400
26 years & up	\$2,900

- J. Tuition reimbursement/PD/Conference cost reimbursement for required courses (to maintain certification) will be \$85,000 annual pool, to be paid out in accordance with the conditions outlined in the tuition reimbursement form included in Appendix A. After all required course reimbursements are paid out, reimbursements for administratively approved professional development (e.g., flex PD, conferences, etc.) may be submitted and will be paid out in the order they were received, until the annual pool is exhausted. Only conference registration fees will be reimbursed.
- K. Employees who retire or resign effective June 30 of the respective contract year, unless otherwise approved by the Superintendent or designee, will qualify for payment of unused leave days at the rate of \$50 for each unused day subject to the following conditions:
 1. Only employees who have completed twelve (12) years or more for Brighton Area Schools shall be eligible for this payment.
 2. An employee must give notification to the HR Office of their resignation by March 1, unless otherwise approved by the Superintendent or designee, to be eligible for this payment.
 3. The employee must not have committed substantiated, unprofessional conduct in the final year of employment.
- L. Employees who voluntarily accept to teach Saturday school/after school detention, shall be compensated at the rate of \$25 per hour.

Employees electing to do district provided curriculum work outside of their workday will be compensated at the rate of \$30 per hour.

- M. Employees shall receive an off-schedule bonus/Merit pay calculated at \$100 if they receive an “effective” performance evaluation or better. An employee receiving a rate of below “effective” may still earn the bonus if they complete 16 additional hours of professional development as assigned by the building principal and paid for by the district.
- N. Unplanned school cancellation days – The following provisions are in accordance with provisions found in MCLA 388.1701 (3) and (4) of the State School Aid Act and shall be in effect until such time as the statutes are amended or annulled. In the event the statutes are amended or annulled during the life of this agreement, the following provisions shall be amended or annulled in accordance with State and Federal law.
1. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as, but not limited to, inclement weather, fires, mechanical breakdowns, epidemics or other health conditions shall not count as student days of instruction nor employee workdays. The student instruction time will be 1098 hours as mandated by the state. The number of student days and the number of employee report days shall be stated in the negotiated calendar.
 2. When scheduled student and/or employee workdays are canceled, employees shall be compensated and shall not be required to report for work, however, employees shall work on re-scheduled make-up days with no additional compensation. Total annual salary is based upon the number of report days listed in the calendar.
 3. In the event that school is canceled before student starting time, employees absent will not be charged leave time. In the event school is canceled before mid-day, an absent employee will be docked one-half (½) leave day.
 4. In the event that make-up days exceed the number provided in the calendar, the Association President and Superintendent will negotiate the additional date(s) and/or daily schedule. The date(s) and/or daily schedule shall be binding upon the employees without a formal ratification vote. In the event the President and Superintendent cannot reach agreement on the make-up dates, the Board of Education shall establish such date(s) and/or schedule.
 5. In the event an employee receives unemployment compensation benefits (which as used herein also includes under employment benefits) during the school year (associated with their regular assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have their pay adjusted, such that their unemployment compensation plus the salary paid to the employee for the year will be equal to the annual salary they would have earned for the school year had there not been scheduled days of instruction canceled for such reasons. This provision shall be subject to the following conditions: (a) The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had there not been any instructional days canceled for such reasons; and (b) The total of unemployment compensation plus salary earned through employment in the district shall not be less than the employee's salary from the same or similar period during the preceding school year.

6. The provisions of this section, including the decision to cancel a day of instruction or work shall not be subject to the provisions of the Grievance Procedure.

ARTICLE 8 FRINGE BENEFITS

- A. The parties have agreed to join Livingston County Consortium that will provide health/medical benefits. If the District withdraws from the Consortium or if the Consortium disbands, the parties agree that the current MESSA plans being offered will continue to be offered (subject to the terms of the carrier) until the parties mutually agree to make any adjustments.

Starting January 1, 2026, the Board agrees to contribute to the premium payments for health insurance at the following level:

- \$661.84/month single subscriber.
- \$1384.12/month 2-person subscriber.
- \$1805.03/month full family subscriber.

These contributions will increase each new medical benefit plan coverage year to the maximum extent allowed by the state hard cap during the contract. If no hard caps exist, they will increase by the percentage increase in the insurance premium, up to a maximum of 3%. The parties agree to additional increases in cap amounts if required by state law.

In the event that a subscriber plan costs less than the district hard cap amount, the district agrees to deposit the difference between the cost of the plan and the hard cap (on a monthly, pro rata basis) into a Health Savings Account or Flexible Spending Account for the employee.

- B. The Board shall provide, upon application, a full twelve-month period fringe benefit package (Medical, Dental, Vision, Life, Employee LTD) for the employee and eligible family members. When appropriate, Medicare premiums shall be paid on behalf of eligible spouses or their dependents. Each employee shall select a plan from available insurance options agreed upon by the Livingston County Consortium.

The Board shall make payment of insurance premiums for all full-time and eligible part-time (see D. below) employees who complete their contractual obligations to assure insurance coverage for the full twelve (12) month period commencing July 1 and ending June 30. If a bargaining unit member resigns from employment as of or effective June 30 the Board will remit premium contributions for the individual for the month(s) of July and August if the employee has completed their contractual obligations. New hires will be offered health insurance beginning September 1 of the incoming school year. Eligible bargaining unit members will be allowed to participate in medical plans offered by the consortium.

LCC plans effective September 1, 2025, are as follows:

MESSA Choices PPO 500/1000 3 Tier Rx

MESSA Choices PPO 1000/2000 10% 3 Tier Rx

MESSA ABC 1 PPO 1650/3300 3 Tier Rx

MESSA ABC 1 PPO with ABC Rx w/mandatory mail 1650/3300 20% 3 Tier Rx

MESSA Balance + 1650/3300 20% Balance+ Rx

The annual employee contribution shall be the amount beyond the State mandated district contribution.

RETIREMENT PREMIUM SHARE – For employees retiring under ORS:

Employees who had been under any of the above enrolled LCC plans and who are retiring under ORS effective at the end of the school year, may drop the enrolled plan effective July 1 for July, August, and September and receive severance pay increased by one-half of the premium cost of the enrolled plan coverage they dropped. It shall be paid in addition to any other severance pay.

Employees enrolled in PAK B may apply PAK B premiums July, August and September-toward any MESSA options, and/or an approved tax deferred annuity program or retain the total premium amount in cash.

If spouses are employed by the Brighton Area Schools and are both retiring, then they will both be eligible for the above provisions.

Applications shall be made by May 1 to Human Resources.

- C. Employees electing no medical insurance must elect PAK B. The employee receives 100% of PAK B and the Board will pay each employee \$3,630 annually, if the employee first presents information showing they otherwise have health insurance meeting the affordability and coverage requirements of the Affordable Care Act.
- D. Employees working less than full time will be eligible for a prorated portion of the Board's contribution toward all plans listed.
- E. Any amounts in excess of the Board's contribution shall be payroll deducted as a condition of the Master Agreement.
- F. Payroll deductions shall be available for all additional MESSA optional programs and MEA Financial Services options.
- G. MESSA medical insurance coverage shall remain unchanged for the duration of this contract.

**ARTICLE 9
LEAVES OF ABSENCE**

- A. The Board and the Association recognize the value of regular attendance by the professional staff. Both parties agree that the best educational services take place when continuity is maintained with the regularly assigned employee. When an employee's absence is unavoidable, this contract provides as a benefit leave days, subject to the terms and conditions set forth below.
- B. It is the responsibility of the returning employee to inform the Board of Education in writing of their intent to return for the upcoming school year. An employee on leave shall retain their right to a position as long as they have notified the Board of Education in writing that they are available and has kept the Board informed of their current address at all times. An employee shall be notified by district email by February 1 requesting a written response for their intent to return. Subsequent to receipt of the district email, an employee on an extended leave shall notify the District by March 1 of the current year of their

intent to return the next school year. Failure to do so will be deemed conclusive evidence of a voluntary resignation and shall result in the termination of further employment rights. Decisions relating to extenuating circumstances brought forth by the employee shall be made at the discretion of the superintendent.

By law, extended leaves do not count toward qualifying for tenure status. With medical leaves, the District may require a medical release before an employee may return, if allowable by law.

C. PAID LEAVES

Employees covered by the terms of this agreement will be afforded paid leaves of absence consistent with the provisions set forth below:

1. a. At the beginning of each school year each employee shall be credited twelve (12) leave days. Leave days may be used for the following purposes:
 - i. All uses identified by ESTA. Except: Illnesses that are caused by student outbreaks, defined by national, state or local health departments (e.g., chicken pox, measles, head lice, pink eye) that result in an employee missing school may not be deducted from their leave bank, subject to administrative approval.
 - ii. Circumstances covered by the FMLA, to the extent not covered by other paid leaves.
 - iii. Up to six (6) leave days may be used for personal business in the year earned. Personal business days, except in unique circumstances, should be used for situations that are emergency in nature or are such that they cannot be handled outside the regular school day.
- b. Leave days will not be granted, unless with written preapproval from the Assistant Superintendent of Human Resources or designee:
 - i. during the first five days of the school year
 - ii. during the last five days of each semester.
 - iii. or the day before or after a holiday or break identified in the school calendar.
- c. Three (3) consecutive days may be used for personal business for leave no more than once per year. Notification to a building principal shall be 48 hours in advance and approval is required for testing dates and other critical school function days. Exceptions may be made by the Superintendent or designee in their sole discretion. All other use of personal business for Leave days will be limited to two (2) consecutive days per occurrence.
- d. Each employee shall be entitled to accumulate unused leave days up to 120, although no more than 120 consecutive days may be used for one illness. Any employee hiring in after the first two (2) weeks of school shall have the number of their annual days prorated to the percentage of contract days worked.
- e. An employee may request between June 1 and June 10 that unused leave days from the current year allocation be paid out at \$120 per day with a cap of twelve (12) leave days issued that school year. This payment will be made in the first pay of July. This provision will sunset on June 30, 2028, subject to review by the parties.

- f. In the case of an employee's death, any unused leave days shall be paid in a lump sum as designated by the employee. Such payment shall be computed by multiplying the number of unused leave days times the employee's daily rate of pay at the time of death.
 - g. Notification of illness shall be given as soon as practical but not less than one hour prior to the normal report-in-time. The building principal may, at their discretion, waive this requirement in a special and individual instance.
 - h. Employees shall be informed by the building principal or designee of a process they must use to report unavailability. It shall be the responsibility of the administration to arrange for a substitute.
- 2. In the event of a determination (which includes fact-finding) that the individual is misusing leave days, the individual may be disciplined per the CBA.
 - 3. Absence due to injury or illness incurred in the course of employment shall be prorated against the employee's leave days, provided that the Board shall pay such employee the difference between their salary and benefits received under the Michigan Workers' Compensation Act for the duration of such absences, but not to exceed the number of accumulated leave days. The employee shall only be charged with such fractional share of their leave days as is being paid by the Board. Any workers' compensation leave shall run concurrently with FMLA leave.
 - 4. **District-Provided Maternity Leave** – Upon returning from maternity leave due to the birth of a child, twelve (12) leave days shall be credited to the employee's bank in addition to the days awarded in Article C.1.
 - 5. **Childcare Leave** – Any employee with a newborn, adopting a child, or has a child placed through adoption or foster care shall be granted childcare leave upon written request of the employee under provisions of FMLA. The employee may use leave days from their leave bank for this qualifying event up to the remaining days available under FMLA (at most twelve (12) weeks) for that absence (this does not have to be consecutive with the qualifying event). Child/newborn leave shall not be taken intermittently, unless written preapproval is received in advance from the Assistant Superintendent of Human Resources or designee.
 - 6. An employee who has exhausted their leave accumulation shall get additional leave under the following conditions with final approval resting with the Superintendent in conjunction with the Association President.
 - a. An employee must wait three (3) days after their final leave day to receive any additional days.
 - b. It must be an unforeseen medical condition or emergency.
 - c. No employee may receive more than 24 additional days per school year. Half of the requested additional leave days will be from the employee's future sick leave allotment (future allotment to be adjusted over two years) and all days borrowed from future allotment would have to be paid back if the employee voluntarily leaves the district (except for non-renewal or termination before the adjustment is completed).
 - d. An employee may request additional days only once per school year (in writing) to the Human Resources Office.

- e. A doctor's note is required prior to the request.
- f. The employee cannot be eligible for LTD or other paid leave.
- g. If an employee is incapacitated and not able to make the request, the Association President may make the request for the member.

D. **Bereavement** – Maximum of five (5) days with full pay may be granted per occurrence for a death in the immediate family. Immediate family shall be interpreted as spouse, children, parents/guardians, parents-in-law, sister, brother, brother-in-law, sister-in-law, grandparents, or significant other persons as approved by the Assistant Superintendent of Human Resources or designee. These days shall not be deducted from leave.

Employees may use a school business day to attend a funeral of a student on their current school year roster.

E. **Jury Duty** – The Board of Education shall pay the difference between jury pay and regular salary. On days when an employee is required to report for jury duty and is then excused, they must return to school immediately to be eligible for the above stated compensation.

Each employee shall be entitled to be released from regular duties without loss of salary when required to appear in court as a witness in any case connected with the employee's employment or in cases where the school is involved. Notwithstanding the above, paid release time shall not be granted for court appearances which are not connected with the employee's employment or in which the school is not involved, or where the employee is one of the defendants except in school connected cases in which the employee is acquitted.

F. **Sabbatical leave** – May be granted in accordance with Section 572 of the School Code of 1955, as amended, the same being MSA 15.3572, as hereinafter paraphrased or to other eligible employees as set forth herein. It is expressly understood that the Board shall not be liable for death or injury sustained by any employee while on Sabbatical as hereinafter set forth:

1. Eligibility:
 - a. On the recommendation of the Superintendent, the Board may at its option, permit members of the professional staff to take a sabbatical leave for the purpose of self-improvement and benefit to the school system through study and/or research.
 - b. Provided there are enough people who qualify for sabbatical leave and apply for such leave, the Board may grant two (2) such leaves per year.
2. Requirements to be considered for sabbatical leave:
 - a. The applicant must be fully certified and hold a professional, permanent, continuing, or life certificate or licensure.
 - b. The applicant must have a minimum of seven (7) consecutive years of full-time professional duties in the Brighton Area Schools immediately prior to the request for such leave.
3. Application and Procedures:
 - a. A plan, in writing, must be submitted to the Superintendent by April 1 of the school year preceding the school year for which the sabbatical is requested.

- b. The plan shall then be reviewed by the evaluation committee and they shall make recommendations to the Superintendent. This evaluation committee shall consist of four (4) elected tenure teachers (1 elementary, 1 intermediate, 1 middle school, 1 high school) and four administrative representatives.
 - c. The Superintendent reviews the plan for possible recommendation to the Board.
 - d. Board action.
 - e. Notification of applicant, within sixty (60) days of submitting the plan, of approval or rejection.
 - f. If approved, the applicant must then sign a written agreement stipulating that they will return to the service of the school district after the expiration of the leave for three years. For less service after return to the district, repayment will be prorated.
4. Benefits:
- a. Increments shall be counted during the leave.
 - b. Regular sick leave benefits shall apply.
 - c. Leave time will count toward retirement in accordance with the Michigan School Code.
 - d. Upon approval of a sabbatical leave, the Superintendent will establish the contracted salary the employee would have received had they been fully employed by the Brighton Area Schools (with all increments and steps). When the new employee or substitute has been hired to fill the position during the duration of the sabbatical, the difference in salaries that the Board will be obligated to pay during the duration of the sabbatical leave will be computed. If the amount the Board is paying for the replacement staff person is less than what the employee on sabbatical leave would have received, the employee on sabbatical will be paid the difference, but not to exceed one-half (½) of the employee's salary had they not been on sabbatical. The Board will make all reasonable attempts to replace the employee on leave with a substitute teacher whose salary would be at such a level as to maximize the stipend for the sabbatical.
5. During leave:
- a. Any changes in the approved leave plan must be reviewed and approved by the Superintendent.
 - b. An interim report shall be filed at the midpoint of the period the leave is taken.
 - c. A final report shall be filed with the Superintendent.
 - d. Upon breach of agreement, entire sum paid to employee on sabbatical leave becomes immediately due. All future payments shall cease.

- e. The Superintendent may require additional reports necessary to be sure the employee is fulfilling agreement.
6. Return from leave:
- a. Employees completing the planned program of the leave and not returning to the school district shall repay the entire amount received during sabbatical leave. The Board may waive this rule if the person becomes incapacitated.
 - b. Upon return from sabbatical leave, the employee shall be restored to a position at the Board's discretion in which they hold certification or licensure as prior to leave and be granted the step and lane for the position they would have received for the sabbatical year had they worked instead of taking sabbatical, provided all regulations of sabbatical leave have been fulfilled.

G. UNPAID LEAVES

Employees covered by this Agreement will be afforded leaves of absence without pay, subject to the provisions set forth below:

- 1. **Medical** – An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave days and FMLA Leave available, shall request in writing, an unpaid leave of absence for the estimated duration of such illness or disability. The Board shall grant the employee a leave of absence without pay for the duration of illness or disability, up to two (2) years. The Board reserves the right to request a doctor's verification and/or an examination by a physician of the Board's choice for any disability or illness. The Board will pay for any examination requested by it.

An Employee on this type of leave can apply for Long Term Disability under the provisions of Livingston County Consortium. If the LTD determination is delayed, the Board agrees to consult with the Association to attempt to address a potential gap in coverage for the employee. The Board agrees to comply with COBRA rules and regulations and shall, with the insurance company's approval, transmit further premium payment from the Employee to the insurance carrier.

- 2. **Childcare Leave** – Any employee shall be granted childcare leave without pay upon written request of the employee with as much notice as possible. A leave of absence without pay shall be granted for one (1) semester or one (1) year, renewable only one time. Requests for extension of childcare leaves beyond the foregoing limits must be approved by the Board of Education. Any employee taking a childcare leave of more than one year will be subject to the provisions of General Leave, Article 9, G5.
- 3. **Exchange Teachers** – A leave of absence of up to one (1) year may be granted, upon Board approval, to any tenure teacher upon application, and acceptance thereof, for the purpose of participating in exchange programs in other states, territories, or countries, provided said teacher states intention to return to the school system for at least one year. Upon returning from such exchange program the teacher will be placed at the position on the salary schedule that would have pertained had the teacher taught in the district during such period.

4. **Educational Leave** – An employee shall be granted an educational leave, without pay, for a period not to exceed one year. The employee must earn a minimum of 20 semester credit hours, or the equivalent, at an accredited college or university during the regular academic term and show satisfactory proof of credits earned on a prior approved program. Employees on educational leave must notify the school district of their intention to return to work prior to March 1 of the school year immediately following the leave, or a period of at least two (2) months of intention to return in the event the educational leave is less than a full year. Employees on educational leave will be granted increments upon completion of the approved program.
5. **General Leaves** – Any employee who is tenured in the Brighton Area Schools, may be granted, upon request, a one-semester or one-year leave of absence. The leave will be without compensation and shall terminate at the close of the semester or school year. Upon return from leave the employee will be assigned to an open position they are qualified to teach.
6. **Military Leave** – Military leaves of absence shall be granted to any employee who shall be inducted or shall enlist in lieu of induction for duty in any branch of the armed forces of the United States. Employees on military leave shall, upon return to this system, be given full credit for any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

- H. **Return From Unpaid Leaves:** Unpaid leaves longer than one semester (one school year for Childcare Leave) may be considered a “vacancy” by the District. If there are no positions open for which employees are certified/licensed, they may be laid off and subject to the recall procedure detailed in this agreement.
- I. **FMLA Leave** – FMLA leave is concurrent with other leaves. It is calculated on a rolling backward basis, except for military caregiving leave, which is calculated on a rolling forward basis by law.

ARTICLE 10 GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement.
- B. The Association shall notify the administration of the name of its building representatives. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent of Schools or their designated representative to act at Level Two as hereafter described.
- C. The term "days" as used herein shall mean days in which school is in session for students, unless otherwise indicated. The day of notification delivery is excluded from the time limitations in this Article.
- D. An employee, or the Association, believing themselves wronged by an alleged violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence, or at the discovery thereof, orally discuss the matter with the building principal in an attempt to resolve same.

- E. If no resolution is obtained within three days of the discussion, the employee shall reduce the matter to writing and proceed within five days of said discussion to Level One of the grievance procedure.
- F. Written grievances as required herein shall be submitted on the form developed by the Association and available through the Association's building representatives. Grievance forms must be signed by the grievant and a representative of the Association.

Written grievances as required herein shall contain the following:

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

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

- G. In applying the procedure hereinafter set forth, if the grievance arises from an action of authority higher than that represented by Level One, the grievant may initiate such grievance at Level Two of the procedure.

H. Level One

A copy of the written grievance shall be filed with the building principal with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the written grievance, the Principal, in writing to the Association, shall respond as to their disposition of the grievance.

Should the disposition of the grievance by the principal not be satisfactory to the grievant and to the Association, it may, within five (5) days after the principal's written response, or termination of the principal's time limit for a response, be appealed to Level Two.

Level Two

A copy of the written grievance shall be filed with the Superintendent of Schools or their designee. Within ten (10) days of receipt of the grievance, the Superintendent or their designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, to the Association grievance chairperson, and to the principal of the building in which the grievance arose, and place a copy of same in a permanent file in their office.

If no decision is rendered within ten (10) days of the discussion, or if the decision is unsatisfactory to the grievant and the Association, the Association may appeal same to the Board of Education by filing the

written grievance along with the decision of the Superintendent or their designee with the President of the Board of Education not less than five (5) days prior to the next regularly scheduled Board of Education meeting.

Level Three

Upon proper application as specified in Level Two, the Board of Education shall allow the employee and/or their Association representative an opportunity to be heard at the meeting for which the grievance hearing was scheduled. Within one month from the hearing of the grievance, the Board of Education shall render its decision in writing. The Board of Education may hold future hearings provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board of Education more than one month after the initial hearing.

A copy of the written decision of the Board of Education shall be forwarded to the Superintendent or their designee for permanent filing, the building principal for the building in which the grievance arose, the grievant and the Association grievance chairperson.

Level Four

Individual employees shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance by the Board at Level Three, it may, within ten (10) days notify the Board in writing of its intent to arbitrate the grievance. If the parties cannot agree within five (5) days of said notice upon the selection of an arbitrator, they shall be selected by the American Arbitration Association in accordance with its rules.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or of the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. They shall have no power to establish salary scales or to change any salary scales.
 - c. They shall have no power to change any practice, policy or rule of the board nor substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - d. They shall have no power to decide any question, which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

- e. They shall not hear any grievance previously barred from the scope of the grievance procedure.
 - f. They shall not have the power to interpret state or federal law nor rule upon any matter that is a prohibited subject of bargaining under Michigan law.
- 5. After a case on which the arbitrator is empowered to rule hereunder has been referred to them, it may not be withdrawn by either party except by mutual consent.
- 6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall make their ruling thereon prior to hearing testimony concerning the merits of the grievance.
- 7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- 8. The cost of the arbitrator shall be borne by the losing party and each party shall assume its own cost for representation, including any expense of witnesses. In the event there is not a clear-cut losing party in an arbitrator's decision, the arbitrator will determine the percentage paid by each party.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as is possible.
- J. If an individual employee has a personal complaint which they desire to discuss with a supervisor, they are free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
- K. Grievance forms are available to employees on the Association website, in the Association Office, or from their building Association Representatives.
- L. The Board may, at its option, follow the above procedure in attempting to resolve problem situations with an employee and/or the Association. At Level One, filing will occur with the Association representative; at Level Two with Association grievance chairperson; at Level Three with the Association Board of Directors.
- M. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee, or a participating Association representative, is to be at their assigned duty stations.
- N. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

- O. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of their contract, they shall be reinstated with full reimbursement of all compensation lost.
- P. An arbitration award or grievance settlement will not be made retroactive beyond July 1 of the fiscal year in which the grievance arose.
- Q. Should an employee fail to institute a grievance within the time limit specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of their employment) all further proceedings on a previously instituted grievance shall be barred.

ARTICLE 11 EMPLOYMENT CONDITIONS

The primary duty and responsibility of the employee is to facilitate the learning process. The goal of both the Association and the Board is to provide high quality education to the students of this community.

A. Employee Assignments

1. Upon request, the Association will be informed as to special certified personnel.
2. Employees shall be notified of their tentative building and assignment for the forthcoming year by the last day of school of the preceding year. Changes in assignments after the end of the school year will be communicated to the individual prior to the beginning of the school year.
3. The job description for any position within the bargaining unit will not be altered during the performance of the job except by mutual consent of the involved personnel.
4. To the extent possible, it is desirable to adequately inform teachers as to the academic courses offered by the school system in which regular K-12 pupils avail themselves. Upon their request, teachers will be considered for these positions.

B. Employee Schedules

Each round of bargaining the Administration and Association shall review and negotiate the school calendar before it is officially adopted by the Board. Such calendar, as adopted, is set forth in Schedule A.2. When the tentative calendar is agreed upon, it may be adopted at the next Board meeting. If a change to the calendar is needed, mutual agreement is required between the Board and the Association unless the change concerns a prohibited subject of bargaining.

1. If additional hours of instruction are required by the State beyond that negotiated by the parties, compensation for the additional time will be bargained between the Administration and Association.

2. Teachers will not be required to be present at school for records days. This in no way lessens the professional responsibilities of teachers. Counselors/Social Workers may be requested to work with a building administrator on records day; otherwise, they will not be required to be present at school for records days. This in no way lessens their professional responsibilities.
3. The Board and Association agree to joint sponsorship of open houses and curriculum nights. Notice of sponsorship shall be disseminated to the teachers through a letter jointly authorized by the appropriate building principal and Association President, which will encourage participation by teachers.

C. Employee Work Day

1. The Board will make assignments in accordance with the following:
The employees' regular seven and one-half (7.5) consecutive hour workday shall be constructed as follows:
 - a. All employees during a regular work day may be assigned up to five hours and thirty minutes (5.5 hours) supervision and instruction contact time per day. All employees shall be entitled to a duty-free lunch period of no less than thirty (30) consecutive minutes during the student day. For teachers, the remaining minutes (at a minimum 90 minutes) shall be utilized as teacher planning time.
 - b. On a regular work day, high school employees shall report to work at 7:20 a.m. daily and will be dismissed at 2:50 p.m. The high school student day begins at 7:30 a.m. and ends at 2:20 p.m. High school employees shall be required to supervise students entering prior to the student day and leaving at the termination of the day for no more than fifteen (15) minutes in total.
 - c. On a regular work day, Scranton Middle School employees shall report to work at 7:30 a.m. daily and will be dismissed at 3:00pm. The middle school student day begins at 7:55 a.m. and ends at 2:41 p.m. Middle school employees shall be required to supervise students entering prior to the student day and leaving at the termination of the student day for no more than fifteen (15) minutes in total.
 - d. On a regular work day, Maltby Intermediate School employees shall report to work at 8:25 a.m. daily and will be dismissed at 3:55 p.m. The intermediate school student day begins at 8:50 a.m. and ends at 3:38 p.m. Intermediate school employees shall be required to supervise students entering prior to the student day and leaving at the termination of the student day for no more than fifteen (15) minutes in total.
 - e. On a regular work day, Elementary employees shall report to work at 8:35 a.m. daily and will be dismissed at 4:05 p.m. Fifteen (15) minutes prep time shall be contiguous with these teachers' lunch period. The elementary school student day for grades JK through 4 begins at 9:05 a.m. and ends at 3:58 p.m. Elementary school employees shall be required to supervise students entering prior to the student day and leaving at the termination of the student day for no more than six (6) minutes before the start of the student day and no more than seven (7) minutes at the end of the student day.

2. All teachers shall have planning time during a regular instructional day. It is agreed that this amount of time is to be used professionally by the teaching staff for the purpose of preparing for their students and other responsibilities.
 - a. All intermediate and secondary teachers shall receive a planning period of one (1) class period during a regular instructional day.
 - b. All teachers at the elementary level shall receive no less than forty-five (45) minutes of continuously scheduled planning time provided during a regular instructional day, not including the fifteen (15) minutes at lunch.
 - i. Classroom teachers shall receive at least forty-five (45) minutes of continuously scheduled planning time while their students are receiving instruction for “specials” during a regular instructional day.
 - ii. Specials teachers shall receive at least forty-five (45) minutes of continuously scheduled planning time during a regular instructional day.
 - c. A teacher's planning time will not be assigned for other purposes, except for meetings specified in this subsection or in Section D of this Article.
 - i. Teachers may be directed to attend special education or other student planning meetings during their planning time. If the teacher is directed to miss their planning time to attend special education/504 meetings more than twice in one month, the district shall pay the teacher \$60 per each additional occurrence to be paid at the next pay cycle.
 - ii. The use of teachers as substitute teachers during their planning time shall be avoided whenever reasonably possible. The use of “Counselors/Social Workers” as substitute teachers shall be avoided whenever reasonably possible. In the event employees covered by this Agreement are used as substitute teachers at the request of an administrator, they shall be compensated at the rate of \$60.00 per occurrence to be paid at the next pay cycle. Administrators shall first seek a volunteer, and if no volunteer is found, they will assign an employee on a rotational basis.
 - iii. If any other additional duties are assigned during planning time they shall be assigned on a rotating basis for all building employees and shall be paid at the rate of \$60 per occurrence longer than fifteen (15) minutes to be paid at the next pay cycle.
 - d. Elementary specials classes will be at least fifty (50) minutes in length.
3. An irregular day is recognized as any day other than a regular, full instructional day described in this CBA. All employee schedules for a pre-planned irregular work day not established by practice in the building calendar will be mutually agreed upon with Administration and the Association

President. In the event of an unplanned irregular day, the Association President may request and receive a meeting with the Assistant Superintendent of Human Resources or designee to exchange feedback for subsequent unplanned irregular days.

4. Student day start and end time may shift by five (5) minutes total from that identified in the contract. Employee start and end time may shift by five (5) minutes total due to a change in the start and end time of the student day.
5. Teachers whose assigned duties are in more than one (1) building shall receive actual travel time plus five (5) minutes. Actual travel time will be determined by a meeting between the Association President or designee and the Superintendent or designee.
6. No secondary teacher shall be assigned more than five (5) class periods, unless the circumstances causing the 6th period assignment are unforeseen and there are no other options available. If a 6th period assignment is necessary, the following procedure shall be followed:
 - a. It is determined there is no qualified teacher with less than a 1.0 FTE assignment, who is willing to fill the position.
 - b. Offer the position to a staff member based on a rotating basis if possible.
 - c. In the event the assignment is approved, then the teacher will be additionally compensated at 1/5 their daily rate.
7. The media centers shall be open to all on regularly scheduled attendance days and a media specialist or designated full time employee represented by this CBA will be present to service the needs of the schools. The parties mutually recognize the value of certified media specialists. Staffing of media specialists shall be subject to the same considerations and procedures as other employees in accordance with applicable layoff and recall provisions in this contract, Article 12.

D. Meetings

1. All employees are required to attend meetings that are scheduled contiguous to their work day and location. Employees may be required to attend up to 90 minutes of meeting time per month, unless an emergency requires a greater length of time.
 - a. Meetings should not exceed 45 minutes in length. For meetings longer than 45 minutes, a building-based decision must be made between the building administrator and the Association.
 - b. Start and end times of all meetings shall be mutually agreed upon between building administration and building employees. In the absence of a mutual agreement, meetings scheduled after the school day, shall begin 10 minutes after the final bell.
2. The subject of meetings will be disclosed to employees least 24 hours prior to the meeting. The Board agrees that the time of the staff is valuable and that building administration reserves the authority to hold or cancel a meeting.
3. Flex-time shall be used for any administrator-directed meeting or meeting pre-approved by administrator for flex time that exceeds the contractual work day.

4. Flex-time defined for this contract refers to a unit of time during planning time being exchanged with a building administrator's knowledge for another equal unit of time for administrator-directed meeting or meeting pre-approved by administrator extending outside the contractual work day. This time shall always be taken during planning time, not student supervision time. Flex-time may not be taken on days when regularly scheduled building meetings are being held. The Flex-time shall coincide with the beginning or end of the working day.

E. Extra Duty Assignments

All compensated Schedule B (voluntary) and Schedule C (involuntary) positions shall be listed in the contract.

Fifth grade teachers will attend fifth grade day (not overnight) camp. Compensation for the hours beyond the regular school day will be in accordance with the stipends listed in Schedule C. If a teacher is unable to attend camp because of an appropriate excuse, replacement arrangements must be made with the building administrator. Principals, with the assistance of the teachers and additional support for data entry, will be responsible for camp fundraising activities.

F. Employees assigned to part-time/job-share positions agree to the following conditions:

1. They shall attend all professional development days that full-time employees attend in their entirety.
2. They shall attend parent/teacher conferences at a pro-rata amount of time that matches their assigned FTE. The District may require full-time attendance and if so the employee will be compensated according to the difference in their proportional FTE assignment and a full-time FTE assignment.
3. They shall attend all administrator directed or administrator pre-approved meetings if they are contiguous with their scheduled work time and location. If meetings are scheduled that are not contiguous to their scheduled work time and location, the employee is responsible to obtain all information shared at the meeting by a method approved by the building administration.
4. They shall be notified of available full-time positions.
5. They shall inform the principal of their emergency substitute employee plan in case of absence. Options in priority order are as follows:
 - a. Partner works the entire day on a trade basis with no additional compensation and no leave time deducted.
 - b. If a trade basis cannot be arranged, the partner employee substitutes at the current sub rate, and the absent employee is assessed leave time.
 - c. A substitute employee can be employed by the regular procedure.

G. Parent/Teacher Conferences

All teachers shall attend parent/teacher conferences unless pre-excused by their building principal. It is understood that elementary/intermediate teachers will make a reasonable effort to meet with all parents either at the scheduled parent conference time or during the school year. Secondary teachers will make a reasonable effort to meet with the parents who desire or need a conference either at the scheduled parent conference time or during the school year. Employee(s) will document all scheduled conferences and turn the document into the building administration if the conference takes place outside of the scheduled time.

Parent/Teacher Conference format will be as follows:

There will be a consistent three (3) week window for all Elementary Schools and Maltby for fall and spring P/T Conferences established when the school/teacher work calendar is developed. Conference format may consist of virtual and/or face to face options.

Middle School and High School conferences will be scheduled based on progress report timing, established when the school/teacher work calendar is developed. Conference times will be 3:30-6:30 for High School and 4:00-7:00 for Middle School on both days. The first day of conferences will be an in-person schedule, the second day will be a virtual schedule. Virtual Conferences will be scheduled through an online sign-up process in advance of the conference with time intervals established by building administration.

Placement for the compensation day for both Parent/Teacher Conference times will be established when the employee work calendar is agreed upon in Schedule A.2. Teachers who fail to attend all conferences, or have not provided make-up conferences times shall be docked a pro-rated leave day.

H. Teaching Loads

1. The District will attempt to maintain balanced class sizes within buildings at all levels.
 - a. Administration will discuss the HS and MS Master Schedule with the Association prior to the beginning of each semester.
 - b. In order for a class to be included in the final master schedule, 60% of the contract class size maximum is preferred when it makes sense economically or academically.
 - c. At the secondary (Grades 7-12) level, imbalances up to three (3) students in the same hour and course is permissible. Imbalances of greater than three (3) students in the same hour of the same course, can occur if the student: 1) hasn't met the prerequisite, 2) unenrolls from the building, 3) has a required class and the student previously failed the class with this teacher, 4) drops the class for the entire year. Imbalances for other reasons may be considered in a meeting with the Association President (or designee), the HR Assistant Superintendent, the counselor, the affected teachers, and the Principal. If a consensus cannot be reached at the meeting, a vote will be taken to decide the matter. If the imbalance is created without following this procedure, the consequence, paid to the teacher shall be \$350 per student per semester or \$700 per student for both semesters.

- d. At the elementary (Grades JK-4) and intermediate (Grades 5-6) levels, an imbalance of two (2) students in the same grade and building is permissible. An imbalance of greater than two (2) students in the same grade and building (excluding specials and encore) can occur if the student unenrolls from the building. Imbalances for other reasons may be considered in a meeting with the Association President (or designee), the HR Assistant Superintendent, the counselor, the affected teachers, and the Principal. If a consensus cannot be reached at the meeting, a vote will be taken to decide the matter. If the imbalance is created without following this procedure, the consequence paid to the teacher shall be \$1200 per student per trimester.
2. Effective on the fourth Wednesday after the beginning of the school year classroom maximum* shall be:

Jr. Kindergarten:	20 students
Kindergarten:	24 students
Grades 1 - 4:	28 students

* These maximums will apply to elementary specials class size.

- 3.
- a. At the Intermediate level encore classes may have a daily average of 165. In the event that this number is going to be exceeded a meeting between the principal, teacher, superintendent/designee, and Association president/designee will be held to review options.

The secondary class sizes listed below shall not exceed the following maximums unless extenuating circumstances result in a meeting between the Association President/designee and Superintendent/designee to determine the best course of action:

Physical Education	45
Adaptive P.E.	25
Instrumental Music/Vocal Music	225 max students per day
Focus/Advantage	25
Mastery Skills	15

- b. At all levels, a meeting may be held with the school Principal, Association President/designee and Assistant Superintendent for Human Resources prior to the start of the school year to review the master schedule, if requested by the Association. During the year, before an imbalance becomes greater than three (3) students (for a reason other than those cited in H.1.c. above), a meeting with the above referenced parties will occur prior to the student placement.
4. Except for courses identified in H.3.a, class sizes in grades 5-6 are capped at 31 students per section and the district will pay overloads for students 32 and 33 not to exceed 165 students per day.

5. Except for courses identified in H.3.a, class sizes in grades 7-8 are capped at 32 students per section and the district will pay overloads for students 33 and 34 not to exceed 170 students per day.
6. Except for courses identified in H.3.a, class sizes in grades 9-12 are capped at 33 students per section and the district will pay overloads for students 34 and 35 not to exceed 175 students per day.
7. Elementary special education students shall be counted on the regular general education classroom teacher's list no matter what portion of the academic day they are in the general education classroom.
8. Class size limits in this agreement shall not be enforced in a manner that violates IDEA, the ADA or any other law concerning inclusion and equality.
9. Traditionally large classes such as music and physical education shall have reasonable class limits per period. During the first month of each school year Human Resources and the Association President will review the limits for music and physical education classes if requested by the Association.
10. The Board agrees to continue to authorize at least 1 instrumental specialist per level (intermediate, middle, high) to assist with grades 5-12 instrumental music programs, and one accompanist at each secondary level (middle, high). Staffing levels of these specialists will be reviewed annually between the Association and administration.
11. The Association will not require the Board to transport elementary children away from their neighborhood school area to achieve class sizes in all elementary schools for the reason that such transportation may result in a violation of the State of Michigan's minimum pupil attendance requirements.
12. It is acknowledged that the primary duty and responsibility of the teacher is to teach and to supervise the educational and social welfare of the pupils and that the organization of school teachers and the school day shall be directed at ensuring that the energy of the teacher is to be utilized to this end.
13. Employees shall not be assigned to cafeteria or lunchtime playground duty, except in cases of an emergency.
14. The district shall have 10 days in grades JK-6 at the start of the school year and 20 days in grades 7-12 at the start of each semester to balance class sizes in each building across the district. Whenever the arrival of a student after the days identified above may result in exceeding a classroom maximum, the Administration shall confer with the Association President (or their designee) AND all affected staff about the situation. When it is agreed that an overload will occur, the assignment shall be as follows:
 - a. A volunteer will be sought to accept the student beyond the maximum. If there are no volunteers, or multiple volunteers, students will be placed on a rotational basis with the final decision coming from the administration.

- b. Teachers receiving additional students in accordance with these provisions will be provided a stipend for each student over the classroom maximum according to the following schedule. In the event the arrival of a student after the days identified above may result in an overload, the administration will have one additional school day from the time the counselor notifies administration about the overload to move the student without payment of the overload stipend.

Full day JK-4 th	= \$4000
Each elementary specials teacher	= \$285
Intermediate (5th-6th)	= \$4000 (prorated based on student contact time)
Each intermediate encore teacher	= \$285
Secondary	= \$1500 (per class period for a year long class – 2 semesters)
Secondary	= \$750 (per class period for a 1 semester class) (2-period block classes will pay double)

The above amounts will be prorated according to the arrival date of the student causing the overload by each marking period.

In order for the stipend to be paid, the student(s) must physically be in the teacher’s classroom not just on the class roster (e.g., If a special ed. student is on a teacher’s roster but does not attend the class, the stipend will not be paid, but if the student begins attending the class causing an overload then the stipend shall be paid).

Even with this payment and regardless of whether the overloads are placed into the classroom of volunteers or non-volunteers, the overload will never exceed two students per classroom.

- c. In the event the parties agree that a specific class has exceeded capacity, including overloads, the Administration shall create a new section or remove students from the class.
- d. The District agrees to maintain a yearly list outlining all imbalances and overloads, at each building. This list will include employee names and contractual stipends. This list will be provided to the Association on the 11th day of school for JK-6 and the 21st day of school for 7-12 and updated each semester/trimester/quarter or as needed throughout the school year.

15. Unless agreed by the teacher, the Board agrees that split classes are eliminated in grades JK-6. The exceptions in grades JK-6 are limited to: gifted and talented, special education, Enrichment, and intermediate encore classes.

- a. In grades 7-12 teaching more than one course in the same period will occur only if all of the following conditions are met: A meeting has been held with the building principal, the Association president/designee, and the teacher involved in the proposal to exhaust all other options.

I. Working Conditions

1. The Board shall supply and maintain texts, library facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current databases, copiers, and computers that will support all software and applications owned or subscribed to by the district, printers, support, training, and similar materials and tools of the teaching profession.
2. The Board shall make available, in each school, adequate lunchroom, and rest room facilities exclusively for employee use. Upon request from an employee, the administration will identify an appropriate private space other than a bathroom, which can be locked, and make accommodations in the employee's daily schedule as needed to support their lactation needs. Lounges shall be for employee use only. Vending machines shall be permitted in the faculty lounges of each building, maintained by the Association. The employees shall maintain the lounges in a satisfactory condition, except for routine custodial maintenance.
3. The use or intent to use or distribution of tobacco, E-cigarettes, vapes, or alcohol is prohibited in all buildings, at all school-sponsored activities, on all grounds, and in all school owned vehicles.

The use, distribution, or possession of marijuana, other products with THC, and other controlled substances (other than prescribed medication and over the counter medication) is prohibited in all buildings, on all grounds, at all school-sponsored activities, and in all school owned vehicles.

4. The Board will make available workspace for employees' use during their preparation time. Whenever possible, the workspace provided will be the employee's assigned classroom or office. In the event a teacher's assigned classroom is needed during their preparation time, the assignment will be determined by administration first by seeking a volunteer, then on a rotational basis.
5. The Board shall provide, maintain, identify and regulate to the extent possible adequate paved off-street staff parking facilities. Sidewalks and parking lots shall be maintained in such a manner that no employee shall continually contend with snow and ice.
6. Since the employee's authority and effectiveness in their assignment has a combined dependence upon the employee's professional skill and upon dependable administrative assistance, the Board and Administration recognize their responsibility to provide all reasonable support and assistance to employees with respect to the maintenance of control and discipline.
7. Employees may refer all disciplinary matters to administration. Employees shall not be required to supervise administrator assigned detention or in-school suspension. The referring employee(s) shall be informed of administrative action.
8. Employees who believe a student may have deficiencies that are impacting their learning will refer the student through the MTSS Process. In the event that there is a behavioral issue that requires immediate support, the Employee will report the matter to Administration to address the behavioral issue.

9. Student Discipline and Employee Protection

- a. Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property. The Association agrees that all employees shall observe rules respecting punishment and discipline of pupils, which may be established by the Board, the Administration, and the statutes of the State of Michigan. An employee may use such reasonable restraining force as is necessary to protect themselves from attack, to prevent injury to another student, or to escort said student to the office or place of containment, provided discretion is used.
- b. Consistent with School Code 380.1309, a teacher may exclude a pupil from the class in progress and only for the duration of that class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable if doing so does not violate state or federal law. The excluded pupil must be sent to the proper administrative office. In such cases, the teacher shall furnish the Principal, as promptly as their teaching obligations will allow, full particulars of the incident in writing.

The primary responsibility of classroom management and student discipline within the classroom belongs to the classroom teacher. All reasonable efforts to correct inadequate student behavior are the responsibility of the teacher before sending the student to the office.

- c. Suspension of students from school or from a given class may not be imposed by a teacher but may be recommended by the teacher. School authorities will endeavor to achieve correction of student behavior through all means allowed by law.
- d. Any case of assault, or attempt of battery, upon an employee, malicious destruction of the employee's property or intimidation by threat of violence against an employee or their property shall be promptly reported to the Superintendent or designee. If an assault, or attempt of battery, is determined to have occurred, the employee will be offered a reasonable amount of time, minimum of 30 (thirty) minutes, to collect themselves before returning to their professional responsibilities. The District shall provide appropriate assistance to a teacher who is called as a witness in any criminal proceedings relating to an act observed by the teacher in the course of discharging their professional responsibilities. When requested in writing, the board may provide a representative of the district to accompany the teacher in these proceedings.

An employee shall not suffer a reduction in their salary or accumulated leave allowance days as a result of being physically assaulted and/or injured by a student while in the course of their job responsibilities, unless the employee violated District policy or otherwise acted negligently. Additionally, if the employee was not negligent and did not violate Board Policy, the District may work with the employee to remedy for the loss or damage to, or destruction of clothing or personal property as the result of the incident not covered by insurance.

- e. In the event an employee is sued as a result of action taken by the employee in enforcing the rules and regulations of the Board of Education and the use of reasonable care and judgment in connection therewith, it is the Board of Education's policy to assist the employee in such connection with such a suit and the Board will, in cases where the employee's individual liability policy does not provide legal counsel, provide legal counsel in the defense of such a suit when the employee is not at fault. If the employee is found by a criminal court to be not guilty, the employee will be reimbursed for legal expenses related to the defense of the incident.
 - f. A written statement by the Board governing the use of corporal punishment of students shall be publicized to all employees no later than the first week of each school year.
 - g. Whenever a grade or decision to pass or retain a student is changed against the advice of a teacher, the building administrator shall inform the teacher of the change. The administrator shall initial the altered document.
10. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide reference libraries and include therein all materials which are reasonably requested by the employees of the district.
11. The Board agrees to make available in each school, word processing and duplicating facilities, supplies, and clerical personnel.
12. The Board shall supply and provide the following:
- a. Lockable storage space in each classroom.
 - b. Suitable space for each employee to store personal articles.
 - c. Adequate presentation space in each classroom.
 - d. Adequate storage space for instructional materials.
13. Organization and maintenance of storage areas shall be the responsibility of the employee(s) to whom they are assigned. Any administrative concern relative to an employee's care of such an area shall be brought to their attention. The employee shall be given adequate time to correct the situation. Upon notification to administration by an employee of inadequacy of such facilities, it shall become the responsibility of that administrator to dispose of the problem.
14. At least one telephone in each building shall be made available for the exclusive use of employees for their professional calls. The telephone shall be in such a location that the conversations held will be private.
15. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Cleanliness of the buildings and of the facilities are definitely essential to good education and the health of the students and employees. The district shall enforce all provisions of the third-party (non-employee) contracts that have an impact on the health and safety of its employees or upon the cleanliness of the building.

16. The temperature of classrooms will be kept at 68 degrees with an acceptable range of +/- 7 degrees. Classes assigned to rooms in which the temperature deviates from this norm will be relocated to a more acceptable environment.
17. Both parties mutually agree that habitual or repeated tardiness is detrimental to the operation of the school. The Board and the Association support proper time schedules being maintained by employees.
18. Least Restrictive Environment
 - a. Employees will not be required to assist special needs students with a disability accommodation requiring assistance with bodily functions, administering medication, or with other regular medical needs such as but not limited to catheterization or suctioning. This paragraph does not limit a teacher's duty to respond to an emergency or episode where inaction could injure the student.
 - b. Before a student with special needs first day of scheduled instruction within a general education classroom, the affected teacher(s) will be notified of the student's assignment to their classroom.

Information pertaining to the special needs student's IEP or 504 plans will be disseminated to the affected classroom teachers not later than five (5) school days from the first day the student accesses the class.
 - c. In the event a general education teacher requires assistance with a student with special needs, the teacher will discuss the concern with the student's IEP team.
 - d. Any teacher who believes that a student's individual educational program (IEP) is not meeting the student's needs, will direct their concerns to the building administrator.
19. Full-time "counselors/social workers" and the K-12 career facilitator will work a seven and one-half (7.5) hour workday. The work year for full-time positions will be equal in length to and scheduled on the same days as full-time classroom teachers. Additional days before or after the regularly scheduled work year will be paid at the employee's per diem rate. In addition to the two (2) team meetings per month, the aforementioned employees may be required to attend up to two (2) staff meetings per month.
20. To allow teachers clean-up/prep time after school, classrooms will not be utilized by outside groups for 30 minutes after the end of the school day.
21. When a principal will be out of the building and a teacher is requested to act on behalf of the principal, the teacher may request a substitute teacher and one shall then be hired to cover that teacher's class.
22. District administration in conjunction with the Association leadership will establish a contract management team to review and improve contractual concerns. The Superintendent and Association President will mutually agree upon the composition of the teams and the occurrence of the meetings.

23. Elementary and Maltby 3rd trimester report cards will have a teacher submission deadline that aligns with the rest of the District.

J. Release Time

1. The parties agree to the following relief for special education teachers to provide sufficient time to complete their caseload and compliance responsibilities (up to ten days per school year with administrative approval).
2. With administrative approval, elementary classroom teachers shall be provided the release time required for mandated testing during the regular school year. Such time will be scheduled by mutual agreement between the classroom teacher and the building administrator and prior to grades being due.
3. If, at the request or requirement of Board representatives, a teacher shall be engaged in Association matters or in professional grievance procedures during their regularly scheduled working hours, they shall be released from their regular duties without loss of salary or other benefits.
4. During the working day, Media Specialists shall be released from building duties to attend one (1) media specialist meeting per month, if a meeting is scheduled and if it does not conflict with a preassigned duty.
5. Additional parent-teacher conference hours:
With administrative approval of the date(s) and time(s), three (3) hours of school business leave at location of choice may be requested by teachers for conference hours logged over the allotted six (6) hours for fall and spring conferences.

K. Miscellaneous

1. District administration and the Association leadership will work in conjunction to make sure that any and all legislative changes will be addressed in the contract to comply with State and Federal law.
2. If the district or building instructional platform needs to be changed to virtual, the Superintendent agrees to notify all affected employees by district email prior to notifying the public.

**ARTICLE 12
PLACEMENT, REDUCTION AND RECALL**

- A. Placement Decisions.** Requests by an employee for a transfer to a different class, building, or position shall be made in writing to the Superintendent/designee using the attached form in Appendix A.

1. **Requests for Voluntary Transfer.** Requests by an employee for a transfer to a different class, building, or position shall be made in writing by March 1st to the Assistant Superintendent of Human Resources or designee, with one copy to be filed with the Association using the attached form in Appendix A. The application shall set forth the reasons for transfer, the school grade or position sought, and the applicant's academic qualifications. The employee shall re-apply in writing each year to ensure active consideration by the Board. Whenever a vacancy occurs during the summer months, employees who have expressed interest in said position shall be notified via District email. If the Assistant Superintendent of Human Resources and the receiving building principal are supportive of the transfer, the transfer will be granted without the need to pursue a formal application and interview process. If the employee is not granted the transfer they may request and shall receive a meeting with the Assistant Superintendent of Human Resources and/or principal, or designees, to discuss improving their candidacy for future voluntary transfer requests.
2. **Notice of Involuntary Transfer.** Prior to any involuntary transfer being issued to an employee, the Superintendent or designee will inform the Association President. Reasonable attempts will be made to assure that a notice of involuntary transfer occurs after the employee's obligations with students have ended for the day. If the notice of involuntary transfer occurs before the employee's obligations with students have ended for the day or on a day that immediately precedes a school day with students, the employee shall be offered the use of a school business day. The District shall describe the basis for a placement decision, in writing, when requested by the employee.
3. **Notice of Vacancies.** Bargaining unit members shall be notified of all posted vacancies within the bargaining unit via District email.
4. **Procedure and Factors for Placement Decisions Not Requiring Layoff or Recall.**
 - a. The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made.
 - b. Consistent with Revised School Code Section 1248, employee placement decisions that do not require reduction/recall will be made by the Superintendent or designee in their discretion based on employee effectiveness.
 - c. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, is determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
 - d. Employees must be fully qualified for all aspects of their assignments, as determined by the Board. Employee placement decisions shall be based on non-arbitrary or capricious reasons, which may include but is not limited to:
 - i. Compliance with receipt of foundation, grant, or categorical funding;
 - ii. Credentials needed for District, school, or program accreditation;

- iii. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
- iv. Disciplinary record, if any;
- v. Length of service in grade level(s) or subject area(s);
- vi. Recency of relevant and comparable teaching assignments as a member of Brighton Area Schools or in a verified similarly related position with another school district whilst fully certified;
- vii. Punctuality and attendance not protected by the CBA, FMLA, ADA or other state or federal law;
- viii. Ability to withstand the strain of the teaching standard as defined by law;
- ix. Compliance with state and federal law.
- x. Seniority, as defined in Article 16.

5. **Nullification of Teaching Certificate.** If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

B. Procedure and Factors for Layoff or Recall.

- 1. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of employee assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing staff or that a reduction in staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the positions to be reduced.
- 2. Employees must provide the District with current information and documentation supporting their certification and qualifications.
 - a. Reduction and recall decisions will be based on the employee's certification and qualifications in the District's records at the time of the decision.
 - b. A laid off employee must maintain current contact information (address, phone, and email address) with the Human Resources Department.
 - c. Failure to maintain current contact information may negatively affect the employee's recall.

3. Employee reduction and recall decisions are made by formal Board action. The Association will be notified two weeks prior to the Board's consideration of reduction and recall recommendations.
4. Notification of Layoff/Recall.
 - a. The Superintendent or designee will provide written notice of reduction in force or recall recommendations to the Association President at least 14 calendar days prior to making the recommendation to the Board.
 - b. Within 10 calendar days of the disclosure of the recommendations for reduction in force or recall to the Association President, the Association shall respond in writing with their alternative order of their reduction in force or recall if they disagree with the Superintendent's recommendations.
 - c. Employee(s) receiving notice of layoff shall be notified thirty (30) calendar days prior to the effective date of the layoff. Prior to any layoff being issued to an employee, the Superintendent or designee will consult with the Association President to assist in planning the timing and method of delivery of the notification to the employee. If the notice of layoff occurs before the employee's obligations with students have ended for the day or on a day that immediately precedes a school day with students, the employee shall be offered the use of a school business day.
5. **Factors for Layoff/Recall.** All employee layoff/recall decisions will consider employee effectiveness. The following hierarchy will be considered:
 - a. Required and appropriate certification/license, approval, or authorization for all aspects of the assignment. The certification/licensure, approval, or authorization, as determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations. This could include specialized credentials required by the District or by State law that is integrated into the assignment in a meaningful way.
 - b. The Board may consider substantiated discipline, limited to the five most recent years of district employment (except discipline concerning unprofessional conduct shall be considered regardless of when it occurred).
 - c. Employees shall be placed into "bands" (effective/highly effective, developing, or needing support) based on their three most recent annual performance evaluations. Employees with the most "effective/highly effective" (treated equal) ratings in those three evaluations will be retained first; "developing" will be retained next; "needing support" last.
 - d. If the factors listed above are equal, the following shall be considered in the layoff/recall of an employee:
 - i. Compliance with state and federal Civil Rights law, including FMLA;
 - ii. Credentials needed for District, school, or program accreditation;

- iii. Employees with the most “effective/highly effective” (treated equally) domain ratings based on their three most recent annual performance evaluations will be retained first; “developing” will be retained next; “needing support” last.
 - iv. Compliance with loss/receipt of foundation, grant, or categorical funding;
 - v. Relevant specialized training; this training must be completed and relevant to the assignment in a meaningful way; excluding professional development and continuing education.
- e. All factors being equal, seniority as defined in Article 16 shall be used with the most senior employee being retained for the position. In the event it becomes necessary to choose between two or more employees with the same assigned seniority date, the tie will be broken by:
- i. Experience in other school systems (public school or not, as long as the employee had state certification at the time) and it was a JK-12 permanent position (substitute teaching does not count)
 - ii. Number of degrees attained.
 - iii. If all above criteria are equal, the Superintendent or designee shall be empowered to draw lots in the presence of the Association President to make the final decision.

6. Recall Process

- a. The District shall construct and maintain a master recall list on which all employees on layoff are organized on the basis of Article 12.B.5. This master recall list shall be shared with the Association.
- b. An employee is eligible for recall under this Article for 27 months from the date the District implemented the reduction in force. A laid off employee shall retain their right to recall as long as they have notified the Human Resource department each year during the month of March in writing that they are available for recall and have kept the District informed of their current address at all times. Failure to do so will be deemed conclusive evidence of a voluntary resignation and shall result in the termination of further employment rights.
- c. The Superintendent will first identify the grade level(s), academic level(s) or department(s) with a teaching or non-teaching vacancy.
- d. Before or in lieu of initiating the recall of a laid-off employee, the Superintendent may reassign an employee to fill vacancies in accordance with this Article. Absent the necessity of a specialized credential, the district shall not hire new employees for positions that current employees on the recall list are certified to fill.
- e. A laid-off employee who is recalled and does not accept recall by the time specified in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent’s sole discretion, has extended the time limit in writing.

C. Grievance Procedure.

An alleged violation of the seniority or placement sections of this article are subject to the grievance process, but cannot be appealed to arbitration. Additionally, probationary employees may not grieve seniority or placement decisions.

Concerning layoff and recall decisions, if the Association responds to the Superintendent or designee's recommended list by submitting in writing an alternative order list, and the Board does not accept that alternative order list, the parties within 10 calendar days may agree to mediation with a MERC mediator and the Association may schedule expedited arbitration. These decisions otherwise are not subject to the grievance procedure.

**ARTICLE 13
ACADEMIC FREEDOM**

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to ensure meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for the employee and student is encouraged.
- B. It shall be the responsibility of the employee to accomplish the objectives of the course of study for each subject they are assigned. In the pursuit of these objectives, freedom of individual expression and innovative curriculum improvement are encouraged. It is expressly understood that responsibility of changes in course objectives rests with the Board and its representatives, and is first subjected, and submitted, to the building administrator and/or the appropriate Assistant Superintendent for approval or disapproval.

**ARTICLE 14
INSTRUCTIONAL IMPROVEMENT**

- A. The Board of Education shall establish a procedure providing teachers with the opportunity for involvement in planning, implementing and evaluating the instructional program. Such involvement shall have the purpose of providing teacher input to administrators and to the Board of Education.

Consistent with the State Aid Act a professional development committee will be appointed. The committee's purpose is to define content, objectives and sequence of district professional development.

- B. Curriculum coordinators may be employed or removed at the District's discretion and will serve as the curriculum council. Employees selected for these positions shall serve a term of up to four (4) years, at which time other employees shall be considered.

Curriculum Coordinator will serve as a curriculum content leader and curriculum support at the building level and as a liaison between the building staff and district curriculum council. These coordinators are not authorized to change scope and sequence, pacing, content, resources, and assessment of their curriculum at the building level.

- C. Teachers shall be included in the procedures to recommend textbooks, materials, and curriculum within the district. The procedures shall be established by the respective instructional and/or curriculum committee(s) and shall minimally include provisions for piloting, evaluating, and reporting all information to the committee's study. The respective instructional and/or curriculum committee(s) shall not have the power to change working conditions stated in this CBA, unless permitted by law.
- D. Employees will be notified by district email two weeks before any instructional and/or curriculum committee is to be formed per this Article. Membership on a committee, recognized in this section C above, shall be on a voluntary basis. Committee meetings scheduled by the District shall have its committee members utilize school business days, or be paid at the District curriculum rate, depending on the dates or times of the meetings.

ARTICLE 15
EVALUATIONS AND PROFESSIONAL IMPROVEMENT

- A. Teacher Evaluations - A teacher, including all Teachers of Record, will be evaluated pursuant to the Danielson performance evaluation system version currently agreed upon. If during the term of the contract a new version is desired, both parties agree to negotiate the impact. The new version may only be implemented without negotiation if the new version must be implemented to comply with the law. The District will measure student growth as 20% of the evaluation in the manner identified in the Evaluation Procedure & Timeline document(s) found in Appendix A.
 - 1. If a tenured teacher has been rated “highly effective” (before June 30, 2024) or “effective” (after July 1, 2024) for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If a teacher exhibits performance deficiencies and is placed on an IDP, is assigned to a different position, or is subsequently rated below “effective” on a year-end evaluation, the teacher may in the district’s discretion be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years, unless otherwise agreed by the parties.
 - 2. The Association and Administration will meet by September 15 of each contract year to identify individuals to be evaluated.
 - 3. If a teacher's completed/submitted first Observation receives an overall Observation rating below Effective, they may submit a request for a different Evaluator for their second Observation. This request will be submitted to the Assistant Superintendent of Human Resources, who will assign a different, yet appropriate, Evaluator for the second Observation.
 - 4. Except as required by law, Probationary Teachers cannot challenge or grieve any aspect of the evaluation process, including observations, the IDP, the mid-year performance review or their assigned rating.
- B. Counselor/Social Worker Evaluations - Counselors/Social Workers will be evaluated pursuant to the Danielson evaluation tool for Counselors and Social Workers.

1. They may be evaluated annually. If a Counselor/Social Worker has been rated “highly effective” (before June 30, 2024) or “effective” (after July 1, 2024) for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If a Counselor/Social Worker exhibits performance deficiencies and is placed on an IDP, is assigned to a different position, or is subsequently rated below “effective” on a year-end evaluation, the Counselor/Social Worker may in the district’s discretion be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years, unless otherwise agreed by the parties.
 2. If a Counselor’s/Social Worker’s completed/submitted first Observation receives an overall Observation rating below Effective, they may submit a request for a different Evaluator for their second Observation. This request will be submitted to the Assistant Superintendent of Human Resources, who will assign a different, yet appropriate, Evaluator for the second Observation.
- C. Peer Evaluators - Bargaining unit members shall not formally evaluate other bargaining unit members.
- D. Grievance Procedure for Evaluations - An alleged violation of the evaluation sections of this Article is not subject to arbitration in the Grievance Procedure. An arbitrator, however, has jurisdiction to consider a grievance filed under the Grievance Procedure by a Teacher who received two (2) consecutive ratings of “needing support”.
- E. Principle of Continuing Education - The parties will support and encourage the principle of continuing education of employees, participation of employees in conferences, workshops and other appropriate activities in the areas of their specializations, leaves for work in advance degrees of special studies and participation in community education projects.
- F. Instructional Rounds - With the purpose of improving methods of instruction, each employee may at the Board's option be allowed observation time to observe other classrooms of the employee’s choice within the Brighton schools or classrooms in other school districts, prior arrangements having been made. The employee seeking observation opportunities must make a written request a week in advance. Days used for this purpose shall not be subtracted from the employee’s personal leave.
- G. Continuing Education Funding and Requests - The Board agrees to provide, upon administrative approval, the necessary funds for employees who desire to attend professional conferences. Requests from an employee for attendance shall be submitted at least two weeks in advance of the conference date. Registration fees shall be deemed an appropriate expense of the Board, as well as the cost of the substitute needed to relieve the participant. An employee attending such conferences shall be granted sufficient leave time to attend without loss of compensation. Employees will upon request, submit a written report regarding such conferences.
- H. Association Requests for Instructional Improvement - At the request of the Association and with the approval of the administration, or on the Board's initiative, arrangements shall be made for work sessions, after school courses, workshops, conferences and programs designed to improve the quality of instruction.

I. MENTOR TEACHERS

Mentor teachers will be assigned consistent with state law, and as otherwise determined to improve work deficiencies. The Brighton Board of Education and the Brighton Education Association agree to work together in the selection and appointment process using the following guidelines:

1. Qualified employees may submit their intentions to the building principal to become Mentor Teachers at any time. The list of names will be maintained until the teacher requests removal from said list.
2. The assignment of a mentor teacher will be made by the principal from a list of interested staff or other individuals approved by the parties. Mentor teachers will not formally evaluate mentees while performing their duties as mentors.
3. General criteria in selection will include:
 - a. Earned tenure in Brighton or another Michigan school district
 - b. Minimum of five years (HE/E) of teaching experience
 - c. Same building preferred
 - d. Whenever possible, same background in major area of instruction (i.e. lower elementary to lower elementary, grade level to grade level, department to department, et cetera)
 - e. A Mentor Teacher should be assigned a maximum of two (2) probationary teachers, if the Mentor Teacher is determined to be the best qualified by the Principal, unless consented to by the Mentor.
 - f. Building Principals will provide opportunities for mentor(s) and mentee(s) to observe each other in the classroom.
4. Mentor Teachers will be paid on the following schedule. Compensation will be paid to the Mentor Teacher at the end of the first semester (50%) and at the end of the second semester (50%). An activity log will be maintained for professional development purposes by the mentee and will be signed by the mentor teacher. Mentors will be required to attend all training sessions.

Year of Mentoring Cycle	Stipend	Minimum Hours of mentor/mentee contact time
First	\$1500	30 Hours
Second	\$1000	22.5 Hours
Third or more	\$500	15 Hours
Teacher new to District	\$500 (One year)	15 Hours

5. The Mentor Teacher will follow the prescribed professional growth activities of the mentor program.

ARTICLE 16
SENIORITY

- A. Seniority shall be defined as the length of service in the school district as an employee represented by the bargaining unit. Accumulation of seniority shall begin with the first contractual day of employment as a bargaining unit member.

Employees assigned to less than full positions shall accumulate seniority on a pro-rated basis. Employees on layoff shall not accumulate seniority.

1. Seniority will only be adjusted when a member has a less than full FTE assignment or who went on an unpaid leave. Deductions in seniority for leaves will only occur once a member reaches a full quarter (9 weeks) worth of unpaid leave. This deduction will be .25 of a year's worth of seniority. Likewise, if a member reaches 18 weeks of unpaid leave time in a year, the deduction shall be .5 of a year of seniority. For ease of calculating these changes (& ease of understanding) a 12-month calendar will be used.
2. Any employee who shall be transferred to an administrative or executive position and shall later return to the bargaining unit shall be entitled to retain such rights as they may have had under this Agreement prior to such transfer to supervisory or executive status with seniority frozen from previous service.
3. A seniority list shall be maintained by the District. Employees shall be ranked in order of their assigned seniority date. Accompanying the name of each employee shall be a listing of their certification endorsements and actual hire date. Said seniority list shall be presented to the Association annually during the month of November for review. Corrections will be brought to the attention of the administration. Changes to the seniority list will be made by the Human Resources Department and the Brighton Education Association President within thirty (30) calendar days of publication.

ARTICLE 17
SPECIAL AND STUDENT TEACHING ASSIGNMENTS

- A. Each school year the Human Resources Department will determine the total number of student teacher positions made available in the district. The District has full discretion to approve or disapprove a student teacher for an assignment. The supervising teacher has discretion to accept or decline a student teacher assigned to their classroom.
- B. Supervising teachers shall be approved by the building principal.
- C. Applicants for student teacher positions in the Brighton Area Schools shall meet the requirements set forth by the Board.

ARTICLE 18
MISCELLANEOUS PROVISIONS

- A. 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 considered part of the established policies of the Board.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then 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.
- C. This Agreement shall be printed at the expense of the Board within a timeline agreed upon by the parties at the time of the tentative agreement and presented to all employees now employed and hereafter employed for as long as this Agreement shall be in full force and effect. Further, the Board shall furnish ten (10) copies of this Agreement to the Association for its use.
- D. When students are used as non-salaried clerical helpers in the schools, they shall not be exposed to confidential student or employee records.
- E. Employees who believe that they are in need of an accommodation to perform their job responsibilities shall immediately inform their building administrator or the Assistant Superintendent for Human Resources of the need. Where questions of reasonable accommodation are impacted in whole or in part by the terms of the master agreement, the Board and the Association agree to meet on a case-by-case basis to address potential conflicts between the Americans with Disabilities Act (ADA) and contractual provisions.
- F. The District agrees to follow Michigan rules and regulations concerning special education services and agrees to consult with the Association and the affected employee(s) prior to submission of any waiver or other deviation from the rules and regulations. In addition, a yearly review of SE waivers will be conducted (prior to Spring Break) involving the Assistant Superintendent for Human Resources, the Association President (or designee), and the affected SE employees. The District agrees to follow the Michigan Department of Education guidelines as they relate to students assigned as student assistants in lieu of academic classes.
- G. An emergency manager under the Local Financial Stability and Choice Act, MCL 141.541, *et seq.*, may reject, modify, or terminate this Agreement as provided in that Act.
- H. Bargaining unit members hired as athletic coaches shall be paid through the Brighton Area Schools payroll with appropriate reportable ORS contributions.

- I. The following forms will be posted on the district website and attached as Appendix A:
1. Schedule B/C Payment Request
 2. Three (Days) Leave Use
 3. Lane Change Request
 4. Job Assignment/Transfer Request
 5. Change of Address
 6. Conference Reimbursement
 7. Tuition Reimbursement
 8. Building Based Decision Making Form
 9. Mentor Contact Log Form
 10. Evaluation Procedure & Timeline document(s)

Employees need to request a grievance form from their Association Representative. Employees need to request accident report forms from building administration.

- J. In accordance with applicable state law, employees shall not engage in strikes, and the Board shall not impose a lockout.

**ARTICLE 19
DURATION**

This Agreement shall be effective upon ratification by the parties and shall remain in effect until August 31, 2028.

**BRIGHTON EDUCATION ASSOCIATION
MEA/NEA**



Nathan Nicholson, BEA President



Merrily McBride, BEA Treasurer

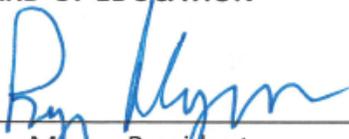


Jennifer Parry, BEA Secretary

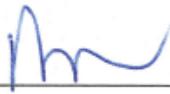


Genevieve Sobolevski, BEA Negotiations Chair

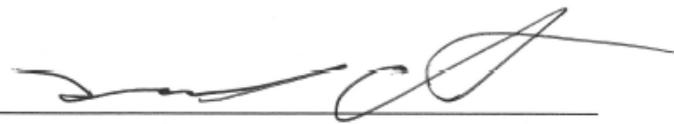
**BRIGHTON AREA SCHOOLS
BOARD OF EDUCATION**



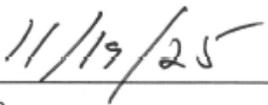
Roger Myers, President



Dr. Angela Krebs, Secretary



Dr. Matt Outlaw, Superintendent



Date

BRIGHTON AREA SCHOOLS – BEA SALARY SCHEDULE A.1

2025-2026

Step	BA	MA	MA+30
1	\$52,211	\$55,856	\$58,393
2	\$55,191	\$58,497	\$61,742
3	\$58,175	\$61,704	\$65,159
4	\$61,160	\$64,901	\$68,641
5	\$64,143	\$68,097	\$72,055
6	\$67,121	\$71,299	\$75,472
7	\$70,102	\$74,498	\$78,893
8	\$73,079	\$77,697	\$82,315
9	\$76,063	\$80,899	\$85,728
10	\$82,561	\$84,096	\$89,147
11	\$87,556	\$91,163	\$96,669
12		\$96,628	\$102,475

2026-2027

Step	BA	MA	MA+30
1	\$53,516	\$57,252	\$59,853
2	\$56,571	\$59,959	\$63,286
3	\$59,629	\$63,247	\$66,788
4	\$62,689	\$66,524	\$70,357
5	\$65,747	\$69,799	\$73,856
6	\$68,799	\$73,081	\$77,359
7	\$71,855	\$76,360	\$80,865
8	\$74,906	\$79,639	\$84,373
9	\$77,965	\$82,921	\$87,871
10	\$84,625	\$86,198	\$91,376
11	\$89,745	\$93,442	\$99,086
12		\$99,044	\$105,037

2027-2028

Step	BA	MA	MA+30
1	\$54,854	\$58,683	\$61,349
2	\$57,985	\$61,458	\$64,868
3	\$61,120	\$64,828	\$68,458
4	\$64,256	\$68,187	\$72,116
5	\$67,391	\$71,544	\$75,702
6	\$70,519	\$74,908	\$79,293
7	\$73,651	\$78,269	\$82,887
8	\$76,779	\$81,630	\$86,482
9	\$79,914	\$84,994	\$90,068
10	\$86,741	\$88,353	\$93,660
11	\$91,989	\$95,778	\$101,563
12		\$101,520	\$107,663

General Provisions for Schedule A.1

1. In the event a “Counselor/Social Worker” has a teaching certificate and is later assigned to a classroom teaching position covered by Schedule A.1, the employee's initial placement on Schedule A.1 will be in the appropriate degree column and to the step on the column which closest to, but not less than, their present salary as a “Counselor/Social Worker”.
2. Employees may be requested by the Board of Education to work an extended year. Any change in such requests shall be made known to the affected employees no later than May 1. Salary for the extended period of work will be at the employee’s per diem rate.
3. In addition to Schedule A.1 above, employees will receive 2.8% of base salary for completion of 30 hours of District Provided Professional Development. The 2.8% stipend is based on 1.0 base salary schedule A.1 for full and part time employees. This stipend will be prorated if the employee does not complete the DPPD days. It is the employee’s responsibility to monitor their own professional development hours.
4. For the duration of this contract only, September 1, 2025-August 31, 2028, the parties agree that if during the time period of this contract the audited fund balance ever falls to or below 13% that reduction in education association costs will be negotiated and will be enacted to maintain a 13% fund balance. Association concessions will be limited to 64% of the district’s budget. (Example: Assuming Association’s percentage of the budget is 64%, if the district is \$100,000 short of maintaining a 13% fund balance, the Association concessions regarding personnel cost, as negotiated, will be limited to \$64,000).

Financial Summary for 2025-2028

- For 2025-2026: Lanes; Steps; 3.5% added to the 2024-2025 Schedule A.
- For 2026-2027: Lanes; Steps; 2.5% added to the 2025-2026 Schedule A.1.
- For 2027-2028: Lanes; Steps; 2.5% added to the 2026-2027 Schedule A.1.

Upon an executed contract, the difference in salary identified in Schedule A.1 and the salary already paid to the employee for the 2025-2026 fiscal year shall be evenly distributed over the remaining pays of the 2025-2026 fiscal year.

Formula for Off-Scale End of Fiscal Year Payments for Contract Years 2026-2027 and 2027-2028

Definitions:

“Blended Count”:

This term “Blended Count” refers to the final blended count, less shared services, as calculated on the District’s State Aid Financial Status Report each respective school year.

“Adjusted State Aid Revenue” as defined in the State Aid Financial Status Report as follows:

1. Source Document is the District State Aid Financial Status Report issued in June of the current fiscal year. All Assumed Local Revenue, Current Year Allowances, and Prior Year Adjustments will be included in the calculation of the “Adjusted State Aid Revenue” except as noted below.

2. Categoricals that are computed on a per pupil basis are adjusted, based on the blended enrollment indicated on the State Aid Financial Status Report, to exclude the portion of revenue attributed to the Shared Services.
3. Per Pupil Calculation includes the Assumed Local Revenue
4. Excludes any MPSERS reimbursement that are pass-through amounts.
5. Excludes Categoricals that are Food Service based
6. Excludes Shared Services Adjustments
7. Includes Special Education Reimbursements from Livingston Educational Service Agency (not identified on the State Aid Financial Status Report)

“BEA Salaries/Benefits”: defined as follows:

BEA Salaries

1. Contract Amount
2. Professional Development Pay
3. Merit Pay
4. Longevity Pay
5. Overage & Imbalance Pay

BEA Benefits

1. FICA – Current FICA rate multiplied by total salaries
2. MPSERS – Total Salaries multiplied by current MPSERS rates
 - a. MPSERS rate is effective October – September 30
 - b. Contract effective date is September 1 – August 31
3. Medical Insurance – District contribution for Medical Insurance for the contract period
4. Non-Medical Insurance – District contribution for all other Insurance coverage for the contract period
5. Cash in Lieu – District payment for Medical Insurance opt-out for the contract period

Bargaining Unit Count (BUC):

The total number of Bargaining Unit Member FTEs counted as any employee with full time status or greater being counted as a value of one (1) FTE and each part-time or shared-time employee being counted as a value equivalent to their FTE rate. To be included in the BUC a member must have completed their contractual obligations for the school year and not be currently on an unpaid leave as recognized in Article 9.G.

This formula will be applied by June 30 of each contract year, beginning June 30, 2027. This formula only activates a payment if the formula falls below 64%. If this formula activates then an ORS qualifying payment to the employees shall be made as soon as feasibly possible and the payments shall be accrued in each fiscal year the formula is applied. The payment made to each full-time member will be an equal amount regardless of their step and lane placement on Salary Schedule A.1. Part-time and job-share members will receive a pro-rata portion of the payment equivalent to their part-time or shared-time FTE. To receive payment the employee(s) must also qualify to be part of the Bargaining Unit Count (BUC) as described in this article.

FORMULA: 64% of the District’s “Adjusted State Aid Revenue” as determined by the following calculation: “BEA Salaries/Benefits” divided by “Adjusted State Aid Revenue.” This formula will be calculated in June of the 2026-2027 and 2027-2028 school years, and if the bargaining unit compensation for the respective school year is less than the formula amount, each bargaining unit member will be made whole up to the formula amount per the preceding paragraph.

BRIGHTON AREA SCHOOLS
2025-26 Count Calendar

SD CC/ PD
RD RD HRS TD

MONTH	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S						
AUGUST	AUGUST							4	5	6	7	8			11	12	13	14	15			18	19	20	21	22		25	26	27	28	29	
	10	2																															
SEPTEMBER	1	2	3	4	5			8	9	10	11	12			15	16	17	18	19			22	23	24	25	26	29	30					
	21	21	3	4	5	6		7	8	9	10	11			12	13	14	15	16			17	18	19	20	21	22	23					
OCTOBER			1	2	3			6	7	8	9	10			13	14	15	16	17			20	21	22	23	24	27	28	29	30	31		
	22	6	23	24	25	26		27	28	29	30	31			32	33	34	35	36			37	38	39	40	41	42	43	44	45	46	End of QTR 1	
NOVEMBER	NOV							3	4	5	6	7			10	11	12	13	14			17	18	19	20	21	24	25	26	27	28		
	16	1	16					47	RD- HS Comp- Elem	48	49	50			51	52	53	54	55			56	57	58	59	60	61	62					
DECEMBER	1	2	3	4	5			8	9	10	11	12			15	16	17	18	19			22	23	24	25	26	29	30	31				
	14	1	14	RD- Elem Comp- HS	63	64	65	66			67	68	69	70	71			72	73	74	75	76											
JANUARY	JAN							5	6	7	8	9			12	13	14	15	16			19	20	21	22	23	26	27	28	29	30		
	18	1	6	19				77	78	79	80	81			82	83	84	85	86			87	88	89	90	End of QTR 2	91	92	93	94	95	RD- 7-12 PD-JK- 6	
FEBRUARY	2	3	4	5	6			9	10	11	12	13			16	17	18	19	20			23	24	25	26	27							
	18	6	19	96	97	98	99	100			101	102	103	104	105	106	107	108	109			110	111	112	113	114							
MARCH	2	3	4	5	6			9	10	11	12	13			16	17	18	19	20			23	24	25	26	27	30	31					
	19	counted in January	19	115	116	117	118	119			RD- JK-6 PD-7-1 2	120	121	122	123	124	125	126	127	128			129	130	131	132	133	End of QTR 3					
APRIL			1	2	3			6	7	8	9	10			13	14	15	16	17			20	21	22	23	24	27	28	29	30			
	18	1	18					RD- HS Comp- Elem	134	135	136	137			138	139	140	141	142			143	144	145	146	147	148	149	150	151			
MAY					1			4	5	6	7	8			11	12	13	14	15			18	19	20	21	22	25	26	27	28	29		
	20	20			152			153	154	155	156	157			158	159	160	161	162			163	164	165	166	167	168	169	170	171			
JUNE	1	2	3	4	5			8	9	10	11	12			15	16	17	18	19			22	23	24	25	26							
	9	9	172	173	174	175	176	177	178	179	180																						
	175	4	28	180																													

53

CALENDAR SCHEDULE A.2
2025-26

	Official Count Days
	No School
	PD Instructional Day
	MME Testing - HS(MS) Only

Total Teacher Days: 184
Total Student Days: 175

Records Day (JK-6)	Records Day (7-12)
December 1	November 4
March 9	January 26
	April 6

Calendar Notes
Good Friday during Spring Break

PD Instructional Day	
August 27	5
August 28	5
October 13	6
January 26	JK-6 6
February 16	6
March 9	7-12

Comp
November 4
December 1
April 6

End TRI- Elementary
November 25
March 6

End QTR/Semester- Secondary
October 31
January 23
March 27

Safe Schools
2
30

2025-28 BEA CBA

BRIGHTON AREA SCHOOLS
2026-27 Count Calendar

SD CC/ PD
RD HRS TD

MONTH	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
AUGUST	AUGUST							10	11	12	13	14			17	18	19	20	21			24	25	26	27	28			31					
SEPTEMBER		1	2	3	4			7	8	9	10	11			14	15	16	17	18			21	22	23	24	25			28	29	30			
17	10	19																																
OCTOBER				1	2			5	6	7	8	9			12	13	14	15	16			19	20	21	22	23			26	27	28	29	30	
21	6	22																																
NOVEMBER	2	3	4	5	6			9	10	11	12	13			16	17	18	19	20			23	24	25	26	27			30					
16	2	16																																
DECEMBER		1	2	3	4			7	8	9	10	11			14	15	16	17	18			21	22	23	24	25			28	29	30	31		
14	14																																	
JANUARY					1			4	5	6	7	8			11	12	13	14	15			18	19	20	21	22			25	26	27	28	29	
18	1	6	19																															
FEBRUARY	1	2	3	4	5			8	9	10	11	12			15	16	17	18	19			22	23	24	25	26								
19	6	20																																
MARCH	1	2	3	4	5			8	9	10	11	12			15	16	17	18	19			22	23	24	25	26			29	30	31			
18	18																																	
APRIL				1	2			5	6	7	8	9			12	13	14	15	16			19	20	21	22	23			26	27	28	29	30	
19	1	19																																
MAY	3	4	5	6	7			10	11	12	13	14			17	18	19	20	21			24	25	26	27	28			31					
20	20																																	
JUNE		1	2	3	4			7	8	9	10	11			14	15	16	17	18			21	22	23	24	25								
13	13																																	
175	4	28	180																															

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CALENDAR SCHEDULE A.2
2026-27

- Official Count Days
- No School
- PD Instructional Day
- MME Testing - HS(MS) Only

Records Day (JK-6) November 30 March 15	Records Day (7-12) November 3 January 29 April 16
--	---

Calendar Notes Good Friday March 26th

PD Instructional Day	
September 2	5
September 3	5
October 12	6
January 29	JK-6 6
February 15	6
March 15	7-12

Comp	
November 3	
November 30	
April 16	

End TRI- Elementary
November 24
March 12

End QTR/Semester- Secondary
October 30
January 28
April 9

Safe Schools
28
2
30

2025-28 BEA CBA

**BRIGHTON AREA SCHOOLS
2027-28 Count Calendar**

SD CC/ PD
RD HRS TD

MONTH	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S									
AUGUST	AUGUST								9	10	11	12	13			16	17	18	19	20			23	24	25	26	27			30	31					
SEPTEMBER			1	2	3			6	7	8	9	10			13	14	15	16	17			20	21	22	23	24			27	28	29	30				
18	10	20	1	2				3	4	5	6			7	8	9	10	11			12	13	14	15	16			17	18	19	20					
OCTOBER					1			4	5	6	7	8			11	12	13	14	15			18	19	20	21	22			25	26	27	28	29			
20	6	21						22	23	24	25	26			27	28	29	30	31			32	33	34	35	36			37	38	39	40	41	End of QTR 1		
NOVEMBER	1	2	3	4	5			8	9	10	11	12			15	16	17	18	19			22	23	24	25	26			29	30						
17	2	17	42	RD-7-12 Comp JK-6	43	44		46	47	48	49	50			51	52	53	54	55			56	57					RD JK-6 Comp 7-12	58							
DECEMBER			1	2	3			6	7	8	9	10			13	14	15	16	17			20	21	22	23	24			27	28	29	30	31			
13	13		59	60	61			62	63	64	65	66			67	68	69	70	71																	
JANUARY	3	4	5	6	7			10	11	12	13	14			17	18	19	20	21			24	25	26	27	28			31							
19	1	6	20	72	73	74	75	76								82	83	84	85			86	87	88	89	90	End of QTR 2 RD-7-12 PD-JK-6	91								
FEBRUARY		1	2	3	4			7	8	9	10	11			14	15	16	17	18			21	22	23	24	25			28	29						
20	6	21	92	93	94	95		96	97	98	99	100			101	102	103	104	105			106	107	108	109	110			111	112						
MARCH			1	2	3			6	7	8	9	10			13	14	15	16	17			20	21	22	23	24			27	28	29	30	31			
17	counted in January	17	113	114	115			116	117	118	119	120			RD-7-12 PD-7-12	121	122	123	124			125	126	127	128	129										
APRIL	3	4	5	6	7			10	11	12	13	14			17	18	19	20	21			24	25	26	27	28										
18	1	18	130	131	132	133	134	135	136	137	138			RD-7-12 Comp JK-6	139	140	141	142			143	144	145	146	147											
MAY	1	2	3	4	5			8	9	10	11	12			15	16	17	18	19			22	23	24	25	26			29	30	31					
22	22	148	149	150	151	152	153	154	155	156	157			158	159	160	161	162			163	164	165	166	167											
JUNE				1	2			5	6	7	8	9			12	13	14	15	16			19	20	21	22	23										
11	11			170	171	172	173	174	175	176			177	178	179	180																				
175	4	28	180																																	

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**CALENDAR SCHEDULE A.2
2027-28**

	Official Count Days
	No School
	PD Instructional Day
	MME Testing - HS(MS) Only

Records Day (JK-6)	Records Day (7-12)
November 29	November 2
March 13	January 28
	April 17

Calendar Notes
Leap Year
Good Friday April 14
Easter Sun 16th

PD Instructional Day	
September 1	5
September 2	5
October 11	6
January 28	JK-6 6
February 21	6
March 13	7-12

Comp
November 2
November 29
April 17

End TRI- Elementary
November 23
March 10

End QTR/Semester- Secondary
October 29
January 27
April 7

Safe Schools 2
30

2025-28 BEA CBA

SCHEDULES B AND C

General Provisions for Schedules B and C

1. Any new Schedule B position(s), proposed by an employee shall be submitted to the building level principal. The proposal shall be submitted at least eight weeks before the proposed start date for the new position. The Superintendent or designee may accept a new proposal if there is less than eight weeks before the start date if it is deemed to be in the best interest of the District. The proposal shall include the following information: proposed job description (tailored to the specific sport/activity), proposed stipend, funding sources, and supporting rationale. The proposal will be subject to review and possible approval by a committee consisting of the building level principal, Superintendent or designee, the Association President, and association level VP.
2. Employees selected to serve in a Schedule B position may be employed or removed at the District's discretion. Employees selected for these positions shall serve a term of up to four (4) years, at which time other employees shall be considered. If a non-bargaining unit person is serving in a Schedule B position that person shall serve a one-year term, at which time bargaining unit employees shall be considered for the position.
3. For the duration of the contract either party may ask to negotiate a change in the stipend payment for Schedule B if the work responsibilities change. Any such change agreed upon by both parties shall be recognized in a Letter of Agreement with the change to be included in subsequent contracts.
4. Stipends shall only be paid for positions delineated in the contract.

SCHEDULE B

*Grant positions may vary by title, job description, number of positions, and compensation, annually, subject to grant application. All members with extra-curricular positions funded by grants should know the responsibilities and compensation level of the position in advance of starting the position.

**Bus duty amounts are paid for approximately 10 minutes of bus duty per day. In the event that buses are regularly scheduled for arrival or departure to require bus duty in excess of 10 minutes, additional pay will be provided at the current rate for additional bus duty in increments of 10 minutes. Regularly scheduled is considered to be the assigned schedule after one month of school where administration has been informed of the regular early/late arrival or dismissal pattern and has had no less than three weeks to make adjustments. The additional, prorated amount will not continue to be paid if adjustments to the schedule are made later in the year that limit bus duty requirements.

Members should continue to perform the responsibilities of these positions as they have been typically performed.

SCHEDULE B – NON-ATHLETIC

Position	Stipend
HS Accommodations Coordinator (1)	\$4,000
HS Testing Supervisor (1)	\$4,000
HS Robotics (1)	\$4,000
HS Science Olympiad (1)	\$4,000
HS Project Unified (2)	\$4,000
NHS (2)	\$4,000
Executive Board (2)	\$3,850
Senior Class Council (2)	\$3,850
MS Science Olympiad (1)	\$3,000
HS Musical Theater Lead Choreographer (1)	\$3,000
HS Musical Theater Music Director (1)	\$3,000
MS Robotics Coordinator (1)	\$3,000
E/I Robotics Coordinator (1)	\$3,000
Curriculum Coordinator (35) a. 10 or more staff members in department b. 9 or fewer staff members in department	(a) \$2750 (b) \$2000
Junior Class Council (2)	\$2,300
HS Play Director (1)	\$2,270
MS Musical (1)	\$2,150
HS Model UN (1)	\$2,000
MS Accommodations (1)	\$2,000
MS Test Supervisor (1)	\$2,000
HS Technology Key Communicator (1)	\$2,000
Sophomore Class Council (2)	\$2,000
HS Musical Theater Acting Coach (1)	\$2,000
HS Musical Theater Stage Manager/Designer (1)	\$2,000
HS Back-Up Testing Supervisor (1)	\$1,685
Intermediate Leadership (2)	\$1,550
MS Leadership (2)	\$1,550
HS Musical Theater Orchestra Director (1)	\$1,500
HS Musical Theater Producer (1)	\$1,500
HS Musical Theater Assistant Choreographer (1)	\$1,500
I/MS Yearbook (2)	\$1,500
MS DC Coordinator (1)	\$1,500
MS NJHS (1)	\$1,500
Freshman Class Council (2)	\$1,400
Elementary Safety Patrol (4)	\$1,250
Elementary Student Council (4)	\$1,250
MS Project Unified (2)	\$1,000
HS Department Key Communicators (11)	\$1,000
Data Coordinators (grant-determined)*	\$1,000
E/I Bus Duty (43)**	\$750
MS Back-Up Testing Supervisor (1)	\$500

SCHEDULE C

Schedule C positions are those teaching assignments that involve work responsibilities beyond contract time and are NOT optional. Schedule C lists the added compensation (beyond Schedule A.1) for these co-curricular assignments. For the duration of the contract either party may ask to negotiate a change in the stipend payment for Schedule C if the work responsibilities change. Any such change agreed upon by both parties shall be recognized in a Letter of Agreement with the change to be included in subsequent contracts.

Position	Stipend
Marching Band (3)	\$4,500
High School Band (1)	\$4,500
Intermediate School Band (1)	\$4,150
Middle School Band (1)	\$4,150
HS Orchestra (1)	\$4,150
MS Orchestra (1)	\$4,150
I Orchestra (1)	\$4,150
High School Choir (1)	\$4,150
High School Yearbook (1)	\$3,350
I/MS Choir (2)	\$3,200
DECA (2)	\$2,300
Elementary School Choir (4)	\$2,275
Video Production (1)	\$1,500
High School Newspaper (1)	\$1,500
High School Leadership (1)	\$1,500
Art – All Levels	\$1,000
Elementary Music (4)	\$1,000
5th Grade Camp (13)	\$491

SCHEDULE D

BRIGHTON AREA SCHOOLS 2025-2026 Calendar Summary

August	27-28	W/Th	Professional Development (PD)
September	2	T	First Day of School
October	13	M	NO SCHOOL for Students (PD)
	<i>31</i>	<i>F</i>	<i>Qtr. 1 ends — Grades 7-12</i>
November	4	T	NO SCHOOL for Students (Records Day 7-12, Conf Comp JK-6)
	<i>25</i>	<i>T</i>	<i>Trimester 1 ends — Grades JK-6</i>
	26-28	W/Th/F	NO SCHOOL for Students and Staff
December	1	M	NO SCHOOL for Students (Records Day JK-6, Conf Comp 7-12)
	22	M	NO SCHOOL for Students and Staff — (County Common Calendar Holiday Break)
January	5	M	School resumes
	19	M	NO SCHOOL for Students and Staff
	<i>23</i>	<i>F</i>	<i>Qtr. 2/Sem. 1 ends — Grades 7-12</i>
	26	M	NO SCHOOL for Students (Records Day 7-12, PD JK-6)
February	13	F	NO SCHOOL for Students and Staff
	16	M	NO SCHOOL for Students (PD)
March	<i>6</i>	<i>F</i>	<i>Trimester 2 ends — Grades JK-6</i>
	9	M	NO SCHOOL for Students (Records Day JK-6, PD 7-12)
	<i>27</i>	<i>F</i>	<i>Qtr. 3 ends — Grades 7-12</i>
	30	M	NO SCHOOL for Students and Staff — (County Common Calendar Spring Break Begins)
April	6	M	NO SCHOOL for Students (Records Day 7-12, Conf Comp JK-6)
	7	T	School resumes
May	25	M	NO SCHOOL for Students and Staff
June	11	Th	LAST DAY OF SCHOOL — ½ day for Students

SCHEDULE D

BRIGHTON AREA SCHOOLS 2026-2027 Calendar Summary

September	2-3	W/Th	Professional Development (PD)
	8	T	First Day of School
October	12	M	NO SCHOOL for Students (PD)
	30	<i>F</i>	<i>Qtr. 1 ends — Grades 7-12</i>
November	3	T	NO SCHOOL for Students (Records Day 7-12, Conf Comp JK-6)
	24	<i>T</i>	<i>Trimester 1 ends — Grades JK-6</i>
	25-27	W/Th/F	NO SCHOOL for Students and Staff
	30	M	NO SCHOOL for Students (Records Day JK-6, Conf Comp 7-12)
December	21	M	NO SCHOOL for Students and Staff — (County Common Calendar Holiday Break)
January	4	M	School resumes
	18	M	NO SCHOOL for Students and Staff
	28	<i>Th</i>	<i>Qtr. 2/Sem. 1 ends — Grades 7-12</i>
	29	F	NO SCHOOL for Students (Records Day 7-12, PD JK-6)
February	15	M	NO SCHOOL for Students (Staff Development)
March	12	<i>F</i>	<i>Trimester 2 ends — Grades JK-6</i>
	15	M	NO SCHOOL for Students (Records Day JK-6, PD 7-12)
	26	F	NO SCHOOL for Students and Staff — (County Common Calendar Spring Break Begins)
April	5	M	School resumes
	9	<i>F</i>	<i>Qtr. 3 ends — Grades 7-12</i>
	16	F	NO SCHOOL for Students (Records Day 7-12, Conf Comp JK-6)
May	31	M	NO SCHOOL for Students and Staff
June	17	Th	LAST DAY OF SCHOOL — ½ day for Students

SCHEDULE D

BRIGHTON AREA SCHOOLS 2027-2028 Calendar Summary

September	1-2	W/Th	Professional Development (PD)
	7	T	First Day of School
October	11	M	NO SCHOOL for Students (PD)
	29	F	<i>Qtr. 1 ends — Grades 7-12</i>
November	2	T	NO SCHOOL for Students (Records Day 7-12, Conf Comp JK-6)
	23	T	<i>Trimester 1 ends — Grades JK-6</i>
	24-26	W/Th/F	NO SCHOOL for Students and Staff
	29	M	NO SCHOOL for Students (Records Day JK-6, Conf Comp 7-12)
December	20	M	NO SCHOOL for Students and Staff — (County Common Calendar Holiday Break)
January	3	M	School resumes
	17	M	NO SCHOOL for Students and Staff
	27	Th	<i>Qtr. 2/Sem. 1 ends — Grades 7-12</i>
	28	F	NO SCHOOL for Students (Records Day 7-12, PD JK-6)
February	21	M	NO SCHOOL for Students (PD)
March	10	F	<i>Trimester 2 ends — Grades JK-6</i>
	13	M	NO SCHOOL for Students (Records Day JK-6, PD 7-12)
	27	F	NO SCHOOL for Students and Staff — (County Common Calendar Spring Break Begins)
April	3	M	School resumes
	7	F	<i>Qtr. 3 ends — Grades 7-12</i>
	14	F	NO SCHOOL for Students and Staff
	17	M	NO SCHOOL for Students (Records Day 7-12, Conf Comp JK-6)
May	29	M	NO SCHOOL for Students and Staff
June	15	Th	LAST DAY OF SCHOOL — ½ day for Students

IMPORTANT CONTRACT DATES

- October
- Schedule B and C payment election
 - 1st check Longevity payment or TSA deposit
 - Employees notified of MESSA contribution amount and schedule of deductions
- November 1
- Verification of transcript for salary lane change for first semester
- November
- Open enrollment for Medical Insurance
- March 1
- Verification of transcript for salary lane change for second semester
 - Part-time/job-share schedule request form to District and BEA
 - Employees on leave must notify the District and BEA of return in writing
 - Employees request to transfer sent to District and BEA
 - Retirement notification deadline (with 12 years' service/payment of unused leave days at \$50 per unused day)
- May 1
- Deadline for retiring employees to elect Retirement premium share health insurance option
 - Schedule B – lump sum payment last pay in May for those electing lump sum
- June 1-10
- Window to request unused leave day payout
- June
- Employees notified of their tentative assignments for next year by last teacher Day
- June 30
- Last day for teachers to turn in course work for tuition reimbursement
- July 1
- Deadline to notify payroll if depositing longevity into TSA
 - Deadline to notify payroll if changing number of pays per year
- August 31
- Contract expires in 2028

**APPENDIX A
FORMS**

**SCHEDULE B/C PAYMENT REQUEST FORM
NON-ATHLETIC**

Employee Name: _____ Employee ID # _____

School Year: _____

Sponsor/Position: _____

Amount: _____

Please pay my Schedule B/C Compensation in the following manner: (Please Check One)

_____ Bi-Weekly (divided equally for balance of pays to the last pay in May)

_____ Lump Sum (last pay in May. Exceptions: 5th grade Camp and Drama Production payments are paid following the event.)

Employee

Building Administrator

Date

Date

Office Use Only:

HED #: _____

Revised 8/30/22

BEA NOTIFICATION FOR 3-DAY PERSONAL BUSINESS LEAVE

Today's Date:

Name:
Dept. or Bldg:
Position:

My LEAVE is from: _____ *to:* _____

3-Day Personal Business Criteria required in Article 9.C.1, check all that apply ...

- This is a Personal Business leave
- This is the first time I used this leave during the current school year
- These dates are not during the first five days of the school year or during the last five days of each semester
- These dates do not fall on the day before or the day after a holiday or break identified in the school calendar (Schedule A.2)
- These dates are not during any testing dates and other critical school function days

 Employee's Signature

 Supervisor's Signature

Acknowledgment ONLY, if all 5 of the criteria are met

FOR HUMAN RESOURCES USE (only required if one day or more is restricted contractually):

- Approved
- Not Approved

HR Comments: _____

 Assistant Superintendent of HR - Signature

 Date

cc: Supervisor / Payroll / Benefits / Personnel File

* If Personal Days are utilized in 2 consecutive day increments or less and do not include a day that is restricted under the BEA contract, no approval or request form is required.

**BRIGHTON AREA SCHOOLS
TEACHER SCHEDULE/LANE CHANGE FORM**

Employee Name _____ Date _____

Employee ID# _____ Building _____

Current Pay Schedule: BA _____ MA _____ Schedule Requested _____

Schedule Change Effective: First Semester _____ Second Semester _____

- Notification for first semester schedule/lane change must take place with verification proof submitted by no later than November 1.
- Notification for second semester schedule/lane change must take place with verification proof submitted by no later than March 1.
- It is the employee's responsibility to file in a timely manner, submit all paperwork required with this form and to complete all follow-ups. Lane change requests will only be processed when all documentation (transcripts) have been received.

Criteria for courses applying to MA+30:

- a. No duplication of classes previously taken.
- b. Course must be:
 - i. related to current or future work assignments
 - ii. transcript from an accredited university
 - iii. successfully completed (GPA of 2.5 or higher)
 - iv. Graduate level course
- c. It is required that MA+30 program classes be discussed in writing, prior to registering, with the Assistant Superintendent for Human Resources to ensure that courses qualify based on this subsection. Employees already enrolled in classes or programs or already receiving prior permission shall be permitted to continue and finish their classes or program if initiated prior to ratification of this contract.
- d. Credits for MA+30 must be earned after the BA/BS

The employee must submit a list of all courses intended to count towards the MA+30, including the name of the university, course number, date and the number of credits awarded. Original transcripts must be sent directly to Human Resources.

Official college transcripts (with a seal):

Are Attached _____ Have been requested to be sent to the HR office _____

Employee's Signature _____ Date _____

Assistant Superintendent Signature _____ Date _____

HR OFFICE USE ONLY

Approved for Lane Advancement MA _____ MA+30 _____ Effective Date _____

**BRIGHTON AREA SCHOOLS
TEACHER JOB ASSIGNMENT REQUEST FORM**

Employees interested in renewing a part-time request (or job-share) or would like to be considered for a teaching assignment transfer or FTE change, please indicate your choice(s) on this form and submit to your building principal. A copy must also be sent to Human Resources, by **March 1** to be considered.

If you would like to remain in your current full-time assignment, this form is not required.

(There is no guarantee that your assignment will be changed; however, the District will consider all requests and grant/deny transfers based on instructional programming, student/building needs and teaching certification, experience and seniority.)

Employee Name: _____ Employee ID # _____

THIS IS A REQUEST FOR THE _____ SCHOOL YEAR

CURRENT LICENSURE _____

CURRENT ASSIGNMENT _____ Building _____

Subject/FTE _____ Grade Level _____

REQUEST TRANSFER TO:

1st Choice (Circle One): K-4 5-6 7-8 9-12

Building _____ Subject/FTE _____

Grade Level _____ Reason: _____

2nd Choice (Circle One): K-4 5-6 7-8 9-12

Building _____ Subject/FTE _____

Grade Level _____ Reason: _____

Employee Signature: _____ Date: _____

HR USE ONLY: HR RECEIVED Date: _____

**BRIGHTON AREA SCHOOLS
CHANGE OF ADDRESS FORM**

Employee Name: _____ Employee ID # _____

Social Security Number: _____

Personal Email: _____

Previous Address:

Address and Street: _____

City, State, Zip: _____

Phone Number: _____

New Address:

Address and Street: _____

City, State, Zip: _____

Phone Number: _____

Employee Signature: _____

CONFERENCE REIMBURSEMENT FORM

BRIGHTON AREA SCHOOLS
DEPT. OF HUMAN RESOURCES



(Please print)

NAME:		EMP ID#:	DATE:
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BUILDING:	
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Conference Date	Conference Title	Conference Fee Only	Conference Sponsor	Attendance Confirmation Attached & Highlighted
1.				
2.				
3.				
4.				
5.				
	TOTALS:			

Your Signature: _____ (your signature is required)

HUMAN RESOURCES/BUSINESS OFFICE USE:		DATE STAMP/RECEIVED BY HR:	
ACCOUNT: _____ APPROVED AMOUNT: _____ DATE PROCESSED: _____			

**BRIGHTON AREA SCHOOLS
TUITION REIMBURSEMENT FORM**

Employee Name _____ Employee ID # _____

Building _____ Date _____

Certificate Renewal Type: Standard _____ Professional _____ Expiration Date _____

TUITION REIMBURSEMENT IS LIMITED TO ONLY 6 CREDITS FOR CERTIFICATION RENEWALS
Expenses must fall within the current school year July 1 - June 30.
Your submission must be received prior to June 30.

TUITION REIMBURSEMENT PAYMENTS WILL BE MADE IN SEPTEMBER CHECKS OF THE NEXT SCHOOL YEAR

Please attach and highlight all required information from official Accredited University billing statement.

Attachments must include course name, dates, credits, grades, and include proof of payment in order to process for reimbursement.

You will NOT be reimbursed for any FEES, BOOKS or charges other than TUITION.

Course Dates	Course Name	# Credits	Grade	Course Fee	Accredited University	Grade & Receipt Attached

Employee Signature (required): _____

Human Resources Office Use

Date Received by HR: _____

Account Number: _____

Approved Amount: _____

Date Processed: _____

**BRIGHTON AREA SCHOOLS
TUITION REIMBURSEMENT CONTINUED**

Elementary Teaching Certificates

Valid for any K-5 teaching assignment. All subjects K-5/Self-contained classroom 6-8 all subjects. Specific subject grades 6-8 when issued the appropriate endorsement.

Secondary Teaching Certificates

6-12 assignment in a subject with appropriate endorsement. Only used to teach subjects for which an endorsement is earned. An out-of-field assignment (no endorsement earned) is considered out of compliance is subject to a State Aid penalty.

Standard Teaching Certificate

Initial Cert is valid for up to 6 years, Subsequent Renewals valid for 5 years.
RENEWAL REQUIRES: 150 hours (SCECH or DPPD) or 6 semester credit hours, or Master's Degree.

Professional Education Certificate

Valid for up to 5 years. Progressing to Professional Cert requires 3-6 credits Reading Methods Courses, plus 3 credits Reading Diagnostics and 3 years of valid teaching experience.
RENEWAL REQUIRES: 150 hours (SCECH or DPPD) or 6 semester credit hours.

EXAMPLE of Information Required for Reimbursement:

Course Dates	Course Name	# Credits	Grade	Course Fee	Accredited University	Grade & Receipt Attached
9/1/21 – 12/19/21	EDL 525 Ed Leadership	3	A-	\$900	Oakland University	Yes
1/4/22 – 4/30/22	EDL 542 Teaching of Math	4	A	\$1200	Oakland University	Yes

Employee Signature (required): _____

NOTE: Employees will only be reimbursed for courses taken to renew their teaching certificate - up to a MAXIMUM OF 6 TOTAL CREDITS PER RENEWAL PERIOD

Courses for which there is no documentation attached - will not be reimbursed. Employees must provide all required information.

For questions about courses/credits that qualify for certificate renewals - please contact the MDE or visit their website at: http://www.michigan.gov/mde/0,4615,7-140-5683_14795---,00.html

Proposed Resolution and Rationale

Positives To Implementing This Proposal:

Negatives To Implementing This Proposal:

Ballot Box Tally:

YES <input type="checkbox"/> Abstain <input type="checkbox"/> NO <input type="checkbox"/> Absent <input type="checkbox"/>	Percentage YES <input type="checkbox"/> (Need 75% approval) Percentage NO <input type="checkbox"/>	Procedural Order: 1. Principal's signature: _____ 2. Building staff vote, AR signature: _____ 3. Superintendent signature: _____ 4. BEA Board of Director's approval: _____ 5. BEA President's signature: _____
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Board of Directors Vote Tally:

YES <input type="checkbox"/> Abstain <input type="checkbox"/> NO <input type="checkbox"/> Absent <input type="checkbox"/>	Percentage YES <input type="checkbox"/> Percentage NO <input type="checkbox"/>	Date Presented to the BEA Board of Directors: _____ NOTE: Site based decisions are only implemented for one school year.
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Brighton Area Schools' Teacher Mentor Program Log

MENTEE:	MENTOR:	MONTH:
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Please give the completed logs to your building principal at the end of each month. Mentors may NOT record anything of a confidential nature on the Logs or report such information to principals. Mentors should make and retain a copy of the Logs for themselves and their mentee. The Logs document contact time and may be submitted for PD credit if issues of teaching and learning are discussed. Address each of the designated topics at least once during the month. "Other" topics may be found on the checklist for monthly meetings.

Mentors are expected to meet consistently with their mentee:

- 1st Year Minimum 8 contacts per semester (no less than 1 per month), minimum of 30 hours throughout the year which includes 2-5 Individual Conferences and at least 2 Classroom Observations.
- 2nd Year Minimum 6 contacts per semester (no less than 1 per month), minimum of 22.5 hours throughout the year which includes 2-5 Individual Conferences and at least 1 Classroom Observations
- 3rd Year Minimum 4 contacts per semester (no less than 1 per month), minimum of 15 hours throughout the year which includes 2-5 Individual Conferences and at least 1 Classroom Observations.
- New Teacher (Tenured in another District), same as 3rd Year above

New to Grade Level/Position
 First Year Mentee
 2nd Year Mentee
 3rd Year Mentee

Mentor Signature: _____ **Mentee Signature:** _____ **Date Submitted:** _____

The above teachers agree to all information in this document as true and accurate as submitted. (Bldg. Principal submit to Human Resources at end of year.)

Date & Time Spent	Topics Addressed	Discussion/Plan	Reflection/Next Steps
	Classroom Management		
	Curriculum Map/Lesson Plans		
	Standards /Assessments		
	IDP		
	Observations		
	Other (Explain)		

EACH MONTH complete and SAVE AS: *MenteeLastName.DATE* in your home directory.

Then Print off 2 copies- BOTH parties sign then give a copy to the MENTEE and your building principal received the original!

25/26 BAS Probationary Teacher Evaluation Procedure & Timeline

Note: *Portions 1, 2, & 6 are required*

*Portions 3, 4, & 5 are utilized as **required by law** or at the discretion of the Administration/Evaluator*
Frontline Forms - Blue text

1. Individualized Development Plan (IDP)

- a. IDP Form
- b. Includes Student Growth Measures
- c. Two (2) minimum
- d. Student Growth Measures - 20% of Eval
- e. Evaluator/Teacher meeting required
- f. **IDPs Due by November 3, 2025**
- g. **Results Due by May 11, 2026**

2. Observations - Two (2) minimum

- a. Observation Form
- b. Minimum of 1 Scheduled Observation
 - i. First Observation is Scheduled
- c. 1 Unscheduled Observation
 - i. Evaluator will communicate a 10 school day window
- d. Minimum 15 minutes in length
- e. Post Observation Meeting
 - i. Every effort will be made to meet within 10 school days of the observation
 - ii. Discussion required to include; Lesson Plans, Standards, & Student Engagement.
 - iii. Evaluator/Admin will provide written feedback within 30 days

3. Mid-Year Progress Meeting

- a. **ONLY 1st Year Probationary Teachers or Teachers rated below effective (law)**
- b. Mid-Year Form
- c. After 1st Year, only used for teachers on a Performance-Based IDP or at the Administration's discretion
- d. **Completed by March 2, 2026**

4. Walk-throughs

- a. Observation/Walkthrough Form - Additional
- b. Not required, but may be utilized at the Administration's discretion

5. Artifacts

- a. Teachers and Admin may upload to support the Evaluation process
- b. Recommended for Danielson components rated below Effective or to provide evidence towards a Distinguished rating
- c. **Uploaded by May 11, 2026**

6. Year End Ratings & Report

** More details are provided on the next page*

- a. Final Eval Form - Generated by ...
 - i. 80% - Danielson Rubric's from recorded Observations & Walk-Throughs.
 - ii. 20% - Student Growth Measures
- b. Admin/Teacher year-end meeting, includes goals discussion.
- c. **Due by May 29, 2026**

*** By June 1, 2026 - Admin must record and communicate all Final Evaluation Ratings to HR as one of the following ...**

1. **Effective**
2. **Developing**
3. **Needing support**

25/26 BAS Tenured Teacher Evaluation Procedure & Timeline

Note: *Portions 1, 2, & 5 are required.*

Portions 3 & 4 are utilized at the discretion of the Administration/Evaluator

Frontline Forms - Blue text

1. Student Growth Measures

* More details are provided on the next page

- a. Student Growth Form
- b. Two (2) minimum
- c. Evaluator/Teacher meeting required
- d. 20% of Final Evaluation Rating
- e. **Plan Due by November 3, 2025**
- f. **Results Due by May 11, 2026**

2. Observations - Two (2) minimum

- Observation Form
- Minimum of 1 Scheduled Observation
- 1 Unscheduled Observation
 - Evaluator will communicate a 10 school day window
- Minimum 15 minutes in length
- Post Observation Meeting
 - Every effort will be made to meet within 10 school days of the observation.
 - Discussion required to include; Lesson Plans, Standards, & Student Engagement.
 - Evaluator/Admin will provide written feedback within 30 days
- Peer Observation Form - If a teacher meets the following criteria, they may substitute the 2nd yearly Scheduled or Unscheduled Observation for a qualified Peer Observation, with Evaluator/Admin approval, according to district Procedure.
 - Was off-cycle the previous school year
 - Not currently on an IDP
 - Received an Effective rating on the 1st Observation of the same school year

3. Walk-throughs

- a. Observation/Walkthrough Form - Additional
- b. Not required, but may be utilized at the Administration's discretion

4. Artifacts

- a. Teachers and Admin may upload to support the Evaluation process
- b. Recommended for Danielson components rated below Effective or to provide evidence towards a Distinguished rating
- c. **Uploaded by May 11, 2026**

5. Year End Ratings & Report

* More details are provided on the next page

- a. Final Eval Form - Generated by ...
 - i. 80% - Danielson Rubric's from recorded Observations & Walk-Throughs.
 - ii. 20% - Student Growth Measures
- b. Admin/Teacher year-end meeting, includes goals discussion.
- c. **Due by May 29, 2026**

* **By June 1, 2026 - Admin must record and communicate all Final Evaluation Ratings to HR as one of the following ...**

1. **Effective**
2. **Developing**
3. **Needing support**

25/26 BAS Teacher on Performance-Based IDP Evaluation Procedure & Timeline

Note: *Portions 1, 2, 3, 5, & 7 are required for ALL Teachers.*

Portions 4 & 6 are utilized at the discretion of the Administration/Evaluator

Frontline Forms - Blue text

1. Individualized Development Plan (IDP)

- a. IDP Form
- b. Includes Student Growth Measures
- c. Two (2) minimum
- d. Student Growth Measures - 20% of Eval
- e. Evaluator/Teacher meeting required
- f. **IDPs Due by November 3, 2025**
- g. **Results Due by May 11, 2026**

2. Performance-Based Individualized Development Plan (P-B IDP)

- a. Performance-Based IDP Form
- b. **Due at the start of the school year or on the date that the P-B IDP is initiated** - Includes Reason for P-B IDP, Specific Goals, Support Plan, & Revised Evaluation Plan.

3. Observations - Two (2) minimum

- a. Observation Form
- b. Minimum of 1 Scheduled Observation
- c. Minimum of 1 Unscheduled Observation
 - i. Evaluator will communicate a 10 school day window
- d. Minimum 15 minutes in length
- e. Post Observation Meeting
 - i. Every effort will be made to meet within 10 school days of the observation.
 - ii. Discussion required to include; Lesson Plans, Standards, & Student Engagement.
 - iii. Evaluator/Admin will provide written feedback within 30 days

4. Walk-throughs

- a. Observation/Walkthrough Form - Additional
- b. Highly Recommended, but utilized at the Administration's discretion

5. Mid-Year Progress Meeting

- a. Mid-Year Form - must include a written improvement plan that includes specific performance goals for the remainder of the school year
- b. **Completed by March 2, 2026**

6. Artifacts

- a. Highly Recommended for Domains 1 & 4, and any component in Domain 2 & 3 not observed by the Evaluator.
- b. **Uploaded by May 11, 2026**

7. Year End Ratings & Report

* More details are provided on the next page

- a. Final Eval Form - Generated by ...
 - i. 80% - Danielson Rubric's from recorded Observations & Walk-Throughs.
 - ii. 20% - Student Growth Measures
- b. Admin/Teacher year-end meeting, includes goals discussion.
- c. **Due by May 29, 2026**

* **By June 1, 2026 - Admin must record and communicate all Final Evaluation Ratings to HR as one of the following ...**

1. Effective
2. Developing
3. Needing support

25/26 Student Growth Measures & Danielson Evaluation Tool

The Purpose of an evaluation is for Professional **GROWTH**, Intentional **SUPPORT**, & Active **REFLECTION**

Student Growth Measures - Parameters & Process ...

1. Options ...
 - a. 1 minimum from Student Growth Measure List #1
 - i. Growth Measure scales will be set and universally used throughout the district
 - b. 1 minimum from Student Growth Measure List #2
 - i. Includes all Student Growth Measure List #1 options
 - ii. Growth Measure scales may be created by the teacher and require Evaluator approval
 - iii. Includes “other” option w/ alignment to School/District goals & Admin approval
2. Admin/Teacher Student Growth Measure meeting - required by November 3, 2025.
3. Scoring, 20%
 - a. 10% - Student Growth Measure List #1
 - i. Based on 3-tier rating scale below
 - b. 10% - Student Growth Measure List #2
 - i. 5% - Based on carrying out an effective process
 - ii. 5% - Based on 3-tier rating scale below
 - c. 3-tier Rating Scale - Scales are determined during the Student Growth Measure Meeting
Example Scenario used: A predetermined goal that 70% of the students grew 50% or more.
 - i. 3 rating - Fully met predetermined goal
 1. Ex: If 70-100% of the students grew 50% or more, the teacher gets a “3 rating”.
 - ii. 2 rating - Progressing towards predetermined goal (50-99%)
 1. Ex: If 40-69% of the students grew 50% or more, the teacher gets a “2 rating”.
 - iii. 1 rating - Not yet met or completed predetermined goal (0-49%)
 1. Ex: If 0-39% of the students grew 50% or more, the teacher gets a “1 rating”.

Teacher Goal(s) Section

- Eliminated - Incorporated into the strategies/methods being used to achieve your Student Growth Measures, which are referred to as Performance Goals.

Charlotte Danielson Evaluation Tool

- 80% of the Final Evaluation Rating
- Scoring utilizes the 4-tier Charlotte Danielson Rubric
 - Unsatisfactory (1), Basic (2), Proficient (3), and Distinguished (4)
- Based on evaluation Observation & Walk-Through ratings, which are influenced by the observation itself, feedback meeting discussions, & artifacts

● Domain Weights ...

- Domain 1 - 20%
- Domain 2 - 30%
- Domain 3 - 30%
- Domain 4 - 20%

● Rating Scale ...

- Effective (2.9 - 4)
- Developing (2 - 2.89)
- Needing support (1 - 1.99)

Student Growth Measure Lists

Teacher Evaluation

2025-2026

Student Growth Measure List #1

1. NWEA Math
2. NWEA Reading
3. DIBELS
4. Common Final/Unit Assessments (Ex: CQE)
5. M-STEP ELA
6. M-STEP Math
7. M-STEP Science
8. M-STEP Social Studies
9. PSAT 8/9
10. PSAT 10
11. SAT
12. Building Goal (aligned to MiCIP goals)
13. OTHER (requires Assistant Superintendent of Curriculum approval)

Student Growth Measure List #2 (Assessments 1-12 are from list #1)

1. *NWEA Math*
2. *NWEA Reading*
3. *DIBELS*
4. *Common Final/Unit Assessments (Ex: CQE)*
5. *M-STEP ELA*
6. *M-STEP Math*
7. *M-STEP Science*
8. *M-STEP Social Studies*
9. *PSAT 8/9*
10. *PSAT 10*
11. *SAT*
12. *Building Goal (aligned to MiCIP goal)*
13. *LEXIA*
14. *IEP Goals*
15. *CR Success*
16. *Achieve 3000*
17. *Delta Math*
18. *Everyday Math - end of the year Assessment*
19. *Imagine Math*
20. *AP Assessments*
21. *Collaborative (grade level/subject/interdisciplinary)*
22. *SLO (learning objective)*
23. *OTHER (requires Evaluator/Admin approval)*