

MASTER AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF THE

BIG RAPIDS PUBLIC SCHOOLS

AND THE

BIG RAPIDS EDUCATION ASSOCIATION

AUGUST 16, 2012 – AUGUST 15, 2013

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BIG RAPIDS SCHOOL DISTRICT

TEACHER AGREEMENT

This Agreement entered into this 16th day of August, 2012 by and between the Board of Education for the Big Rapids Public Schools, Mecosta and Newaygo Counties, Michigan, hereinafter called the 'Board,' and the Big Rapids Education Association, hereinafter called the 'Association'.

WITNESSETH

Whereas the Board and the Association recognize and declare that providing a quality education for the children of Big Rapids is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, 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 teaching personnel with respect to hours, wages, terms, and conditions of employment, and

Whereas the parties have reached certain understandings which they desire to confirm in this Agreement,

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

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certificated teacher personnel, certificated New Directions teacher personnel, and certificated school social worker personnel, employed under contract or to be employed under contract by the Board but excluding supervisory and executive personnel [Superintendent, Assistant Superintendent(s), building principal(s) and assistant principal(s) and administrative assistant(s)] and office and clerical employees and bus drivers and maintenance personnel and food service personnel. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, provided that the Association or its designated representative(s) has been given opportunity to be present at such adjustment.
- C. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board (or their designated representative) an assignment authorizing deduction of dues, assessments and all other mutually agreed deductions. With respect to all dues and assessments deducted by the Board, the Board agrees to promptly disburse said sums upon direction of the Association.
- D. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a service fee to the Association in an amount equivalent to the dues uniformly required to be paid by members of the Big Rapids Education Association (less any amounts not permitted by law); provided however, that the teacher may authorize payroll deduction for such fee in the same manner provided in the preceding section. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction as provided in the preceding section, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with provisions of this Article is just and reasonable cause for discharge from employment.

- E. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not affected.
 2. If the teacher fails to comply, the Association may file charges in writing with the Board and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or service fees.
- F. The Association agrees to indemnify and save harmless the Board, the Big Rapids Public Schools, individual members of the Board and the Board's employees and agents, against any and all claims, demands, causes of action, costs, suits or other forms of liability; including, but not limited to, attorney fees and unemployment compensation costs that may arise out of, or by reason of, action by the Board for the purpose of complying with this Article, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this Article.

- G. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- H. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- A. The Board, on behalf of the electors of the district, 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 Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities and the school related activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their dismissal or demotion and to promote and transfer all such employees;
 3. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto and non-teaching activities and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- No provision of this Agreement shall be construed as limiting or restricting the Board's rights regarding those matters which are designated as management rights and prohibited subjects of bargaining under Subsections 15(3) and (4) of the Public Employment Relations Act. This provision shall take precedence over any other provision of this Agreement and present the paramount premise for interpreting this Agreement.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.
- D. It is recognized that the administration of the contract is vested in the Superintendent of schools or administrators under the direction of the Superintendent.

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose for engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association of collective professional negotiations with the Board or institution of any grievance, complaint or processing under this Agreement or otherwise provided by law with respect to any terms or conditions of employment.
- B. Both parties to this Agreement specifically recognize the right of either the Board or the teacher appropriately to invoke the assistance of the Michigan Employment Relations Commission or an arbitrator appointed pursuant to the provisions of this Agreement and both parties agree to be bound by any lawful order or award thereof.
- C. The Association and its members shall have the right, upon Board approval, to use school building facilities at all reasonable hours for meeting. Bulletin Boards and other established media of communication shall be made available to the Association and its members for appropriate Association business.
- D. The Board agrees to furnish to the Association, in response to the reasonable requests from time to time, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint.
- E. Each teacher shall have the right, upon request, to review with an appropriate member of the administration, the contents of his/her own personnel file. The teacher may have a representative of the Association accompany him/her in such review. Other examination of a teacher's file shall be limited to qualified supervisory personnel, except that an Association representative, with the written permission of the member, may review such files at reasonable times when necessary for contract administration purposes or to provide the teacher representation in other administrative or legal proceedings.

All requirements of the Bullard-Plawecki Employee Right to Know Act (Act 397 of 1978) shall be adhered to by the Board. These requirements include, but are not limited to, the right to review the teacher's own file; the right to disagree with information contained in the file; the right to request that the material be corrected or removed from the file; and the right to submit a written statement explaining the teacher's position in the event the Superintendent refuses to change or remove the material from the file.

When complaints against a teacher or disciplinary reports are to be placed in a teacher's file, the affected teacher shall review and sign said material, such signature shall be understood to indicate awareness of the material; but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- F. A teacher, at such time as he/she feels he/she is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance, shall be entitled to have present a representative of the Association. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

It shall be the joint responsibility of the administration and the teacher to be aware of the teacher's right to have Association representation at any meeting at or from which disciplinary action might result.

- G. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth. Article 3G does not pertain to probationary teacher non-renewal.
- H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- I. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or Association with the activities of any employee organization. The prohibition against discrimination on the basis of sex shall not apply where sex is a bona fide occupational qualification (BFOQ).

The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, physical size, handicap, religion, sex, color, or national origin, and to seek to achieve full equality for educational opportunity to all pupils.

- J. Seniority is defined as the length of unbroken service within the school district commencing with the date of hire to a bargaining unit position.
1. Taking an approved leave does not constitute a break in service. Seniority shall continue to accrue during such approved leave.
 2. Seniority is "frozen" when a bargaining unit member is employed within the district in a non-bargaining unit position. Should the employee return to a bargaining unit position, seniority will begin to accrue from the point at which it was "frozen."

A seniority list shall be published yearly and kept current. The list shall show the name, date of hire, and date of letter of intent to hire (if available). By October 1 of each new school year, the President of BREA and each member shall be provided a copy of the list by the school district. Each member will have fifteen (15) calendar days to challenge the list by notifying the Association in writing. The Association shall notify the Board in writing, within thirty (30) calendar days, of the challenge. The Board and the Association shall meet within ten (10) days to agree upon a resolution to the challenge. Any ties shall be broken at this time by a drawing. The Association President and the Superintendent shall conduct the drawing. All employees subject to the drawing shall be invited to attend.

- A. The salaries of teachers covered by this Agreement and compensation for professional services and activities beyond the normal teaching load are set forth in the schedules which are attached to and incorporated in this Agreement. These salary schedules, with qualifying statements attached, shall remain in effect during the term of this Agreement.
- B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, in accordance with the nine and one-half (9 1/2) months school calendar dates, during normal teaching hours. Under a year-around school program, the individual teacher's contract is to be negotiated at that time between the Association and the Board. In the normal school year calendar, teachers will, at the beginning of each school year (by the end of the first scheduled work day), choose the method of payment from either a twenty-one (21) pay schedule or a twenty-six (26) pay schedule. But once selected, no change will occur without administration or secondly, Board approval.
- C. A teacher engaged during the school day in negotiation on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. The number of staff to be released shall not exceed five (5) at any one time.
- D. Teachers employed under individual contract for more than one semester during any school year, who remain in the system, shall be considered for salary purposes advanced to the next step of the salary schedule at the beginning of the following school year if re-employed, and shall be given one year's credit in the Big Rapids system.
- Teachers employed for one semester or less shall not be advanced to the next step of the salary schedule for the following school year, nor shall they be given credit in the Big Rapids system.
- E. The Board will make reasonable efforts to notify teachers of extra duty assignments – High School Fall by June 15th, Middle School Fall by August 1st; Winter High/ Middle School by October 15th, Spring High/Middle School by February 15th.
- F. Any teacher who covers a class during his/her conference/preparation hour will be given the option of comp time in lieu of substitute payment. This time will accrue in the form of hours of time the teacher may use at a future time/date during the year the work was performed. Any unused time at the end of the school year, will be compensated at the current substitute pay according to Schedule B – Extra Pay Schedule, Section 4.

Any teacher with accrued comp time may use such time provided:

1. Use of the comp time is approved and scheduled at least three days in advance.
2. Comp time is not to be used immediately before or after a vacation or holiday or in conjunction with any other approved absence.
3. There is a reasonable expectation that a substitute may be obtained.
4. The teacher assumes a joint responsibility with the administration to provide and maintain a signed record of the accumulation and use of his/her comp time.
5. Comp time will be used in half or full day increments.

- A. The teachers' normal teaching hours in the schools shall be as follows:
1. At the beginning of the school day, teachers are to be on duty ten (10) minutes prior to the start of the instructional day.
 2. Teachers will be informed of their tentative schedule by June 1 of each year. Teachers will be informed of their specific schedules at the beginning of each school year.
 3. Teachers shall leave school no earlier than ten (10) minutes after the school's dismissal time.
 4. All teachers shall be on duty in their assigned rooms at the specified time and remain as long as is necessary to fulfill professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building.
 5. On Professional Development days and any day in which students do not report to school, the day will begin no earlier than 8:00 a.m. and shall end no later than 3:00 p.m.
- B. All teachers shall be entitled to a duty-free, uninterrupted lunch period, which shall be no less than forty-five (45) minutes.
- C. Elementary teachers (K-5) will be provided two (2) fifteen (15) minute, duty-free recess/instructional periods each full school day, except that one (1) elementary teacher will be required to cover each such recess/instructional period at each elementary building. This shall not apply to recess periods connected to the students' lunch period. A teacher will be compensated six (6) dollars for each recess/instructional period covered, payable on a school marking period basis.

At the beginning of each school year, or as soon as it is determined that recess coverage is necessary to meet the clock hours of instruction, each building administrator shall (at a teachers meeting) ask for teachers to cover such recess/instructional periods on a voluntary basis. Such volunteers will be placed on a rotational list for recess/instructional period duty. The building administrator will formulate a rotational list which, as nearly as possible, divides recess/instructional duties equally among volunteers and reflects the preferences of the volunteers.

If no teachers, or an insufficient number of teachers, volunteer for recess/instructional duties, such duties will be handled on a rotating basis beginning with the least senior teacher within each building and including all teachers (including elementary specials teachers) within each building.

Elementary specials shall also have at least the equivalent of two (2) fifteen minute, duty-free recess periods each school day. Classroom teachers will not be required to attend the classes receiving instruction from teachers primarily assigned to teach art, music, or physical education.

- D. It is understood that every attempt will be made to hire substitutes for the teachers of elementary art, music, and physical education, with first preference being for substitutes with training in specific subject, and secondly, in the event such a substitute is not available, any available, acceptable and qualified substitute with certification at the elementary school level. If the above attempts to secure a substitute are not successful, the classroom teacher shall retain supervision of the students and shall be paid in accordance with Schedule B – Extra Pay Schedule, Section 4.
- E. Special education teachers, at all levels, will be provided at least the minimum equivalent of two (2) fifteen minute relief periods per day.
- F. If an accident occurs during the morning or afternoon recess which requires the attention of the principal and/or playground supervisor, a teacher will volunteer to assist in the supervision of students during that recess.
- G. Act of God Days - Teachers shall not be required to report for work on "Act of God Days." In the event that the number of "Act of God Days" exceeds the state number of "grace days," and if state law mandates make-up of these excessive days, or if the make-up of these excessive days is necessary in order to receive full state aid, then these days will be added at the end of the school's current calendar year. The number of days added will be sufficient to meet the State's minimum requirements. Teachers shall not be paid for these "make-up" days.

- A. The normal weekly teaching load in the senior high school /New Directions will be twenty-five (25) teaching periods and five (5) unassigned counseling-preparation periods. No teacher shall be allowed to teach a class during his counseling-preparation period, except in emergencies. The normal weekly teaching load in the middle school will be twenty five (25) teaching periods and five (5) unassigned counseling-preparation periods. The normal weekly teaching load in the elementary schools will be thirty (30) teaching periods. A departure from these norms, except in case of emergency, shall not be authorized without prior consultation with the Association. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

Beginning with the 2002-03 school year and each year thereafter, elementary teachers shall receive no less than 180 minutes preparation and no block of time shall be less than 30 minutes. This time shall be free from student supervisory responsibilities.

This section shall not be construed as limiting the Board's management rights concerning experimental or pilot programs as provided by Subsection 15(3)(h) of PERA.

- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major field of study. This section shall not be construed as limiting the Board's right to employ non-certificated individuals as teachers in accordance with Section 1233b of the Revised School Code.
- C. Teachers who will be affected by a change in assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1, preceding the next academic year. Such changes will be voluntary to the extent possible. Nothing in the above precludes a necessary reassignment of staff after June 1 if circumstances dictate.
- D. Time for Parent-Teacher Conferences (Pre K-12) each year shall be scheduled as follows:
1. Two (2) fall evenings (students attend all day, teachers hold parent conferences in the evenings).

2. No school on Friday (or its equivalent) after conferences for students or staff. Elementary teachers with over 24 students will receive comp time for additional time allocated to conferences. Such time shall be limited to 15 minutes per each student over 24 (i.e. 26 students would result in an additional ½ hour of comp time). This time must be verified and pre-approved by the building administrator.
3. One (1) winter/spring three (3) hour evening session (students attend full day).
4. Teachers and students attend 1/2 day on Friday (or its equivalent) of conference week.

Dates for these conferences to be set after consultation with the Association.

- E. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The teachers and the Board will confer from time to time for the purpose of the selection and use of such educational tools. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
- F. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- G. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for teacher use. Any substantial changes or improvements in the elementary or middle school buildings shall incorporate provisions for private, locked restrooms for staff use only.
- H. The prime responsibility of a teacher is to teach; therefore, anything which takes a teacher away from that duty disrupts the normal educational flow between the student and teacher. Therefore, whenever a teacher is sick or off due to personal illness, he/she will do everything within reason, to seek the earliest possible return to the classroom. It is also the responsibility of the teacher to attempt to complete the maximum amount of contractual obligation possible. It is therefore assumed that the teacher will attempt to schedule all medical appointments, exams, and non-life-threatening surgery (after consultation with their doctor) on their own time, to insure as smooth an educational program as possible.
- I. No teacher shall be required on a regular basis to clean up student bodily fluids, change student clothing, or wash students in situations where such action would pose a possible health hazard for teachers. The Board agrees to have available for all teachers a package to safeguard the teacher from handling such materials in the event a teacher would perform these services.
- J. If a faculty meeting is held on the work day at the end of the semester or school year, it shall last no longer than 90 minutes.

- D. The Board agrees to follow the state enrollment incentive program by maintaining an average composite class size for grades K-5 of 25. If the state enrollment incentive program changes or is eliminated, the Board and the Association shall meet to resolve the situation.
- E. The Board agrees to count special education students as part of the regular classroom pupil count. The Board will make a reasonable effort to evenly distribute special education students among grade level classes or courses within a building. Students who are mainstreamed for 25% of a day or less shall be counted by agreement between the building administrator and the teacher involved based on the individual situation. In addition, an in-service will be provided relative to teacher rights and responsibilities with special education students.
- F. If it becomes necessary to create split grades at the elementary level, teacher input will be used to create a good educational atmosphere.
- G. While the parties acknowledge the policy of least restrictive environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in special education programs and services must be appropriate to that student's unique needs as determined by an individual educational planning committee (IEPC).

Any teacher who will be providing instruction to a handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a special education classroom or provide support services. The IEPC should be scheduled to accommodate the regular education teacher's timetable as well as other professionals in attendance.

If any teacher, in writing, advises the administration of a reasonable basis to believe problems exist in the implementation of a handicapped student's current IEPC, the teacher shall have the right to request a meeting of appropriate staff to discuss the problem and possible solutions. The Association member shall have the right to identify which staff he/she believes should attend the meeting. The student's IEPC specifies and provides for availability of all supplementary aides, support personnel and other related services deemed necessary by the IEPC. The administration will provide such necessary support determined by the IEPC.

- A. For the purposes of this Article, a vacancy shall be defined as a professional position within the bargaining unit which the Board intends to fill and which is unfilled because it is newly created or because the teacher holding that position is no longer employed by the district.
- B. Whenever any vacancy shall occur in the district in any professional position covered by this Agreement, the Board shall publicize the same by giving written notice of such vacancy to the Association (president/designee) and providing for appropriate posting (near the teachers' mailboxes) in every school building and personnel office. Teachers on 26 pays, upon request, will have postings added to their pay envelopes. Those on 21 pays will provide a stamped, self-addressed envelope for such postings. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted at least ten (10) calendar days from time of posting. Emergencies will be handled by the Board based on the merits of each individual case.

If a vacancy occurs during the school year, the Board may elect one of the following options: (1) post and fill the vacancy in accordance with this article; (2) fill the vacancy by the recall of a teacher on layoff status; and (3) fill the vacancy on an interim basis until the end of the semester or school year at which time the vacancy shall be posted and filled in accordance with this Article. If the third option is elected, the interim employee shall not be covered by this Agreement and shall be treated as a substitute.

- C. Upon submission of a written application to the Superintendent or his/her designee, any teacher will be considered for a vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In the case where a teacher(s) from within the district has equal or better qualifications for said position, as determined by the Board, priority of selection will be given to the teacher from within the district as opposed to an equally qualified candidate outside the bargaining unit. In the event the applicant from the bargaining unit is not selected, said applicant shall be told the reasons why he/she was not selected for this position. Upon request, such reasons of denial will be provided to the teacher in writing.
- D. A vacancy shall not be posted when said vacancy is to be filled by the recall of a laid-off bargaining unit member.
- E. Except as required by the provisions of the Michigan Open Meetings Act, a request by any teacher(s) leaving the system not to announce their name(s) will be honored by the Board.

- F. Transfer shall be defined as either a voluntary or involuntary move from one building to another or outside the teacher's area of certification.
- G. Since the frequent transfer(s) of teacher(s) from one school to another or outside the teacher's certification can disrupt the educational process and interfere with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- H. In the event that involuntary transfers of teacher(s) from one building to another appear to be necessary, lists of currently available positions in other schools will be provided to such teacher(s). The teacher may apply for any such available position in writing to the Superintendent or his/her designee, with the understanding that such position will be awarded to the bargaining unit member being considered for involuntary transfer with the greatest seniority who is certified and qualified for that position. The procedures for requests for voluntary transfers shall be as outlined above in section C of this Article. If, within a two year period, the former teaching assignment of an involuntarily transferred teacher becomes available, that teacher shall be given first consideration for filling that position.
- I. Upon request to the Superintendent, up to two (2) days per diem will be allowed for a teacher to move his/her room when they have been reassigned by the District, provided, time during the work year is not allowed and/or assistance is not provided.

- A. At the beginning of each school year, each teacher shall be accredited with ten (10) days [eleven (11) for new teachers] of leave, the unused portion of which shall accumulate to 130 days.

When teachers are ill, or for any other reason cannot conduct their classes, they shall notify the principal or other designated person, following district guidelines as contained in the teacher handbook updated periodically, so that a substitute can be secured.

- B. 1. The sick leave bank shall be established by carrying over the unused days from the previous year's bank. In order to restore the bank each year to the maximum 180 days, the procedure shall be to add as necessary to the bank's unused balance contributions of one day from each teacher (excluding new teachers) in alphabetical order until the maximum is reached. All subsequent contributions will be made in a sequential alphabetical order. Probationary teachers are exempted from contributing to the sick bank.
2. Accumulated sick leave benefits will cease when a teacher's own sick leave days are exhausted. Each teacher shall receive a written statement of accumulated sick leave at the close of the school year (last regular June paycheck).
3. A teacher may make application (a written request) to draw on the sick leave bank after he/she has exhausted his/her own sick leave days. Teachers new to the district may make application only after thirty (30) days of working. In the event of a serious illness or injury, which prevents a teacher from making application, a member of the teacher's immediate family or other designated individual may make application on behalf of the ill or injured teacher. The intention of this clause is that the bank will be used by teachers who have extensive personal illness or injury including disability due to pregnancy.
4. The Association shall be empowered to review the applications for days from the sick leave bank and shall be empowered to grant sick leave days from the sick leave bank. The Association shall notify the Board within two (2) working days of an application to the sick leave bank. The Association shall notify the Board within five (5) working days of the granting or denial of the request. After joint consultation, if either the Board or the Association feels it necessary, a physician's statement shall be required to verify the illness or injury.
5. The bank will have a maximum of 180 days per year.

6. No teacher may borrow more than 90 days per school year from the sick leave bank or the number of days needed to be eligible for Long Term Disability, whichever is less.
 7. This time does not have to be returned by the teacher who borrows from the sick leave bank.
 8. In the event a teacher becomes disabled and is entitled to Workers' Compensation for permanent or temporary, the teacher also will be entitled to sick leave pay. The sick leave pay will be paid at the usual rate until the teacher begins to receive weekly Workers' Compensation benefits. Thereafter, the sick leave pay shall amount only to the difference between the average weekly wage of the teacher prior to the injury and the Workers' Compensation benefits subsequently received. In computing the sick leave pay offset against the teacher's accumulated sick leave, the value of the accumulated sick leave of the teacher shall be computed by multiplying the average daily wage of the teacher by the number of sick leave days accumulated and then offsetting the actual sick leave benefits paid against this amount. In the event the disability ends before all the sick leave benefits are exhausted, the Board may pay an additional sick leave benefit amount to the teacher sufficient to eliminate any fraction of a day still accrued. Any payment must conform to Michigan State Worker's Compensation Law.
- C. Pay for unused sick leave will be according to the following schedule:
1. A teacher who resigns from the district with five (5) or more years of service as an Association member shall receive ten percent (10%) of the pay he/she would receive for his/her unused sick leave accumulation up to a maximum of \$1,500.
 2. A teacher who retires from the district, is eligible and applies for benefits from the Michigan Public School Employees Retirement System (MPERS), and gives notice of such retirement in writing to the Superintendent by April 1st of the year of retirement, shall receive twenty percent (20%) of the pay he/she would receive for his/her unused sick leave accumulation up to a maximum of \$5,000.
 3. A teacher who retires as defined in section C.2. of this Article (above), with written notice of retirement given to the Superintendent after April 1st of the year of retirement, shall receive fifteen percent (15%) of the pay he/she would receive for his/her unused sick leave accumulation up to a maximum of \$2,000.

The provisions of Article 9 Section C (above) may be superseded if a universal buyout plan is adopted and applicable to a particular teacher.

- A. Any teacher whose personal illness extends beyond the period compensated under Article – 9 Sick Leave Pay shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability, up to one year.

Application for said leave must be made within 15 days after notification by the Board that sick leave has or is about to expire. Notification will be sent to the teacher and the Association by registered mail. Within (20) calendar days from the date said notification is sent, the teacher shall apply for the leave of absence provided by this section if the teacher desires such leave. Applications may be by the teacher's agent. If the teacher or his/her agent fails to apply within the twenty (20) day time limit, this shall constitute the teacher's resignation from employment.

- B. Leaves of absence with pay taken from the sick leave allowance shall be granted for the following reasons:
1. A maximum of eight (8) days per school year for serious illness in the immediate family. Additional time necessary may be granted at the discretion of the Board.
 2. Such portion of the day as is necessary for any staff member to attend a ceremony at which he/she is being awarded a degree.
 3. One day for attendance at the school graduation of a son, daughter, husband, or wife. When additional time is necessary, such time may be granted at the discretion of the Board.
 4. Three (3) days a year for the conducting of personal business that is of such a nature that requires the teacher's presence during the school day, and cannot be attended to at a time when schools are not in session. These days are not available for personal convenience, vacation, or recreation. It is understood, if reasonable proof of misuse of a personal business day can be shown, subject to the conditions of Article 14 – Grievance Procedure, a letter of reprimand and/or disciplinary action may be issued and entered into one's file. Personal business days shall not be used to extend holiday periods except when waived by the Superintendent. If any employee has exhausted all of his/her sick leave allowance, an additional day for conducting personal business as described above may be granted at the discretion of the Superintendent. The employee's request for the additional day must be made in writing.

5. Time granted under funeral leave will be time necessary for attendance at the funeral. An employee will be allowed five (5) working days as funeral leave days for death in the immediate family in any school year. Additional days with pay may be granted at the discretion of the Board. Immediate family is defined as follows:

Mother, Father, Brother, Sister, Wife, Husband, Son, Daughter, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, Daughter-in-Law, Grandparents, Grandchildren, Aunt, Uncle, Nephew, Niece, or Cousin. Any employee selected for pall bearer for a deceased employee will be allowed one funeral day in any calendar year.
 6. An employee will be allowed one (1) working day as funeral leave for the death of a close friend or student.
 7. Teachers using two (2) or less sick/personal days will be compensated \$100.00 at the end of the school year. Teachers using zero (0) sick/personal days will be compensated \$200.00 at the end of the school year.
- C. Leave of absence with pay in addition to the sick leave allowance shall be granted for the following reasons:
1. Absence when a teacher is called for jury service. This should be entered into only after consultation with the Board, and remuneration should be the difference between the jury pay and the teacher's regular pay.
 2. Court appearance as a witness in any case connected with the teacher's employment in our school system.
 3. Time necessary to take the selective service physical examination.
 4. When subpoenaed for court appearance (limited to 10 days on a first subpoenaed basis).
- D. Approved visitation at other schools or for attending educational conferences or conventions, including state or regional Association meetings may be granted with pay at the discretion of the Board.
- E. At the beginning of every school year, the Association shall be credited with eight (8) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. Eight (8) additional days during non-bargaining years and fifteen (15) days

during bargaining years (the final year of the master agreement) can be used by the Association with the Association reimbursing the Board for the cost of hiring a substitute teacher within ten (10) business days.

F. Leaves of absence without pay may be granted upon application and after consultation with the Board for the following purposes:

1. Study related to the teacher's field of certification.
2. Study to meet eligibility requirements for teacher certification other than that held by the teacher.
3. Study, research, or special teaching assignment involving probable advantage to the school system.
4. Additional leave without pay may be granted by petition to the Board.

The regular salary increment occurring during such period shall be allowed.

G. Pursuant to Section 1235 of the School Code of 1976, teachers who have been employed for seven (7) years may be granted a sabbatical leave for one (1) year without pay. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board.

A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule.

H. Military leaves of absence without pay shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

Teachers on military leave shall return to work no later than the beginning of the semester following the end of their first term of service. Upon return from such leave, a teacher shall be assigned to the same position or a substantially equivalent position, if available, or a different position, if available, for which the teacher is fully qualified; or the next available position for which the teacher is fully qualified.

Teachers on military leave shall be given the benefit of any increments and sick leave allowance which would have been credited to them had they remained in active service to the school system.

I. The Board shall grant a leave of absence without pay, not to exceed one year, to any teacher to serve in public office which takes the teacher away full time, but which is not an elective office. The Board shall also grant a leave of absence

without pay to any teacher to campaign for a full-time, elective office, such leave to terminate no later than the beginning of the semester following the election for such office.

Any teacher accepting such an elected office shall be considered by both parties to have terminated his/her contract. A teacher holding a local public office which requires absence from the job part time shall make arrangements with the Board regarding such absence.

- J. Whenever possible, all requests for leave should be submitted to the principal for approval.

Any request for a leave of absence under the provisions of Article 10 – Leave of Absence shall be granted at the discretion of the Board, and the number of teachers allowed to be on leave at any one time shall be within the discretion of the Superintendent.

Requests for attendance at professional conferences shall be granted on a rotating basis.

- K. A leave of absence without pay may be granted upon application and after consultation with the Board for child care leave (natural and adoptive) of up to one (1) year. A teacher, upon return from this unpaid leave of absence, shall be restored to his/her former position, if available, or to a position of like nature, seniority, and status. A teacher shall not advance on the salary schedule if the childcare leave is one (1) semester or longer.

- A. All monitoring or observation of the work of a teacher shall be conducted in person and with the full knowledge of the teacher.
- B. Probationary teachers shall be observed for the purpose of evaluation at least two (2) times during the school year. Tenure teachers shall be evaluated at least once each two school years.
- C. All formal observations and evaluations shall be reduced to writing and a copy given to the teacher within fifteen (15) days of the evaluation. If the teacher disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If an administrator believes a teacher is doing unacceptable work, the reasons thereof shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration. In subsequent observation reports, failure to again note a specific deficiency within the next two (2) reports shall be interpreted to mean that adequate improvement has taken place. The right of the teacher to request Association representation in any evaluation conference with the evaluator is expressly recognized.
- D. Following each formal evaluation which shall include a conference with the evaluator, the teacher shall sign and be given a copy of the evaluation report prepared by his/her evaluator. In no case shall the teacher's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A teacher may submit a self- evaluation and/or submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the teacher's personnel file.
- E. Each teacher's evaluation shall include at the conclusion of the report, the statement, "Considering all factors, the work performance of this teacher is _____ (Highly Effective, Effective, Minimally Effective, Ineffective)".
- F. Merit Pay: Employees shall earn \$50 bonus upon receiving an overall "Effective" performance evaluation. Those not earning an "Effective" rating may earn the bonus if they complete an additional four (4) hours of Professional Development as assigned by the Superintendent or his/her designee and shows knowledge of improvement.

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline coming under the legal jurisdiction of the school.

If any teacher, in writing, advises the administration of a reasonable basis to believe that a student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the administration will, in a timely manner, respond to the teacher in writing. The administration, in coordination with the teacher, will take reasonable steps to resolve the student's problems.

Should this process fail, as determined by the teacher and the administration, the Board shall take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

- B. Any case of assault upon a teacher related to his/her employment in the school system shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. Teachers, in accordance with MCLA 380.1312, within the scope of his/her responsibilities, may use such reasonable physical force as may be necessary to:
1. Protect himself, herself, the pupil, or others from immediate physical injury.
 2. Obtain possession of a weapon or other dangerous object upon or within the control of a student.
 3. Protect property from physical damage.

If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, unless the Board institutes such action (court case, Tenure Act) and after due process, the teacher is found guilty.

- E. No action shall be taken against a teacher based upon complaints by a parent of a student directed toward that teacher until the complaint has been properly investigated, the teacher has been provided with the opportunity to respond to the complaint, and (except when the nature of the complaint prohibits a conference with such parents) a parent-teacher conference has been held.
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- G. Every effort will be made to notify teachers regarding students whose past behavior may indicate a concern for the health and/or safety of staff or other students provided that it is legal to do so and notification is not in conflict with confidentiality obligations.

- A. It is agreed that the articles of this Agreement and such matters not specifically covered by this Agreement, but of common concern to the parties shall be subject to negotiations between them from time to time during the period of this Agreement upon written request by either party to the other and by mutual consent of both parties. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing pertinent information and otherwise constructively considering and resolving any such matters.
- B. At least sixty (60) calendar days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a successor Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have nor try to control or influence the selection of representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and the membership of the Association. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to bargain in good faith as defined by law.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

A. Definitions:

1. Grievance. A grievance shall be defined as an alleged violation of the terms and conditions of this Agreement.
2. Aggrieved person. The "aggrieved person" is the person or persons making the claim and may be a teacher, a group of teachers, or the Association.
3. Designated representatives of the Board. The "designated representative of the Board" shall mean the principal in each school building, or other administrator or supervisor responsible for the decision in question, except that if the grievance arises in more than one building, the designated representative of the Board shall mean the Superintendent of the schools, in which case the grievance shall commence at step two. The Board may change the designated representative by giving ten (10) days prior written notice to the president and designated representative of the Association. Such change shall not affect any grievance in process.
4. Designated representative of the Association. The "designated representative of the Association" shall mean an official of the Association who has been given authority to receive grievances on its behalf. The Association may name up to six designated representatives and the president of the Association must, in writing, supply the names of these parties to the Board before the Board has a duty to deal with them. The Association may change or add a designated representative by giving ten (10) days prior written notice to the Board. Such change shall not affect any grievance in process.
5. Days. The term "days" when used in the section shall, except where otherwise indicated, mean teacher work days.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to problems involving the welfare or working conditions of a teacher or teachers or to problems which draw into question the interpretation and alleged violation of the provisions of the Agreement. To better effectuate this process, both parties agree that all proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. Any grievance not answered within the time limits by the Board shall automatically pass to the next step of the Grievance Procedure. Any grievance not appealed by the Association within the time limits shall be deemed settled on the basis of the Board's last answer. The parties may, however, mutually agree to extend the time limit at any step.
3. Nothing herein contained shall be construed as limiting the right of any individual teacher to present grievances to school officials and/or the Board and without the intervention of the Association, except that the adjustment shall not be inconsistent with this Agreement and the Association shall be given the opportunity to be represented at such adjustment.
4. It is expressly understood that the grievance procedure shall not apply to teacher tenure dismissal (including the non-renewal of a probationary teacher) or suspension without pay because the Teacher Tenure Act prescribes a procedure or authorizes a remedy which is not subject to the grievance procedure.

C. All grievances shall be handled in accordance with the following procedure:

1. **STEP ONE.** When an aggrieved person becomes aware of, or should have become aware of, but in no case more than twenty (20) days after the occurrence of the event or condition upon which a grievance claim is based, the aggrieved person shall reduce the grievance to writing, stating the nature of the grievance and the article and section of this Agreement allegedly violated, together with a proposed solution thereto, and shall deliver a copy of the grievance to the designated representative of the Board and to the designated representative of the Association.

Within five (5) days of the receipt of the grievance, the designated representative of the Board shall meet with the Association or its designated representative in an effort to resolve the grievance. The aggrieved person, shall be present at such meeting. Within five (5) days of the above meeting, the designated representative of the Board shall make a written answer to the grievance, which written answer shall be communicated to the designated representative of the Association. The answer shall either grant or deny the grievance, and if it is denied shall state the reason for denial.

2. STEP TWO. In the event the grievance is not satisfactorily resolved at step one, the Association, within five (5) days of their receipt of the answer, shall transmit the grievance in written form together with a proposed solution thereof to the Superintendent of schools. Within the five (5) days of the receipt of the grievance the Superintendent shall meet with the Association or its designated representative in an effort to resolve the grievance.

The aggrieved person shall be present at such meeting. Within five (5) days of the above meeting, the designated representative of the Board shall make written answer to the grievance, which written answer shall be communicated to the designated representative of the Association. The answer shall either grant or deny the grievance, and if it is denied, shall state the reason for denial.

3. STEP THREE. In the event the grievance is not satisfactorily resolved at step two, the Association, within five (5) days of their receipt of the Superintendent's decision, may appeal to the Board of Education by filing with the president of the Board. That filing shall be in writing and shall include the grievance, along with the step two decision of the Superintendent.

Upon proper filing as specified in this section, the Board of Education shall hold a hearing for the consideration of the grievance within ten (10) days of its receipt. The final determination, of the grievance, shall be made by the Board no more than ten (10) days after the Board's hearing.

A copy of the decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal or other administrator or supervisor responsible for the decision in question, the grievant, and the Association.

4. STEP FOUR. In the event the grievance is not satisfactorily resolved at step three, the Association may make a request within ten (10) days for a list of seven (7) possible arbitrators from the labor Mediation Board of the State of Michigan. Within five (5) days of the receipt of the list, the parties shall meet to select an arbitrator from the list, but if at the meeting they are unable to agree, then the arbitrator will be selected as follows: Beginning with the Board, the Board and the Association shall alternately strike a name from the list until only one (1) person remains, who shall be the arbitrator.

In lieu of the arbitration procedure defined above (in step four), the Board and Association may mutually agree to select an arbitrator from the American Arbitration Association (AAA) and in accordance with its rules and procedures which shall likewise govern the arbitration proceeding.

5. Upon the request of either party, a five (5) day extension will be granted for any time requirement defined in this article. Any additional time must be requested in writing and agreed to by both parties.
- D. Powers of the Arbitrator:
1. The arbitrator shall not add to or subtract from or substitute his judgment for the terms of this Agreement.
 2. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The cost of any arbitration under this Article shall be paid jointly and equally by the Board and the Association.

- A. Teachers shall be involved collaboratively with administration in professional activities such as but not limited to curriculum development and study, grade and department meetings, teacher assignments, instructional materials, teaching equipment, school improvement and/or accreditation, building and district meetings.

Teachers are expected to attend up to two (2) building or district meetings of no more than ninety (90) minutes total per month in support of these professional responsibilities. These meetings may take place prior to or following the school day.

- B. The Board recognizes the right of teachers to have significant involvement in curriculum, textbook selection, and program development decisions. Teachers shall be informed (on a regular basis) through faculty meetings, grade and subject area meetings, Curriculum Council, and other communication channels of curricular studies, pilot programs, and other proposed changes. A consensus model will be followed in the decision-making process to institute any changes.

The Board has final authority in all curriculum matters and nothing in the above paragraph shall be interpreted to alter or diminish this authority.

- C. Except for those meeting(s) required in Article 15 - Teacher Involvement In Curriculum Study, Paragraph A above, involvement in any of these areas outside of regular teaching hours will be wholly voluntary on the teacher's part. A teacher who chooses not to be involved outside of regular school hours shall not be judged or evaluated to be any less capable or without professional integrity.
- D. The Administration will insure that the opportunity for involvement of teachers in curriculum studies shall be as equal as possible and practical for all staff. The Association President will be notified of the names of bargaining unit representatives serving on the committees.
- E. Nothing herein shall be construed to take the right of making final decisions from the Board. Furthermore, nothing herein shall prevent the Board from changing the process of arriving at these decisions. However, the Board shall notify the Association about any changes in the process before they are made.

- A. The Board and Association agree it is in the best interest of both parties to reduce staff by attrition. Prior to reaching a conclusion to reduce personnel, the Board will give notice to the Association and shall meet with the Association not later than May 15th regarding:
1. The necessity and extent of such reduction of personnel.
 2. The criteria to be used in determining the types of programs that will be reduced or eliminated.
- B. Staff reductions shall be as determined by the Board and will be based on a decrease in students enrollments, the financial condition of the district including lack of operating funds, or the restructuring of an educational program(s) necessitated by changes in law and/or curriculum mandates.

A notification of not less than sixty (60) calendar days prior to the end of the first semester shall be required for such lay-off. If no such situation shall occur through the school year, but such situation would exist for the following school year, then notification of lay-off will be provided as soon as possible following the close of the school year but in no case later than July 1st.

- C. In the event of staff reductions, the seniority list shall be used as stated in Article 3 – Association and Teacher Rights.
- D. Any teacher who is laid off because of a necessary reduction in personnel shall be offered “bump rights” or the first vacancy in the school district with priority given in the following order:

1. Tenure teachers according to qualifications and certification.

Qualifications and certification are defined as having a teaching certificate for the grade level, and for grades 6th through 12th meeting the requirements for at least a certified teaching minor in the subject area. When more than one teacher is qualified and certified for a position, the teacher or teachers with the most number of years of service in the Big Rapids Public Schools shall be retained or recalled first.

2. Probationary teachers according to qualifications and certification.

Qualifications and certification are defined as having a teaching certificate for the grade level, and for grades 6th through 12th meeting the requirements for at least a certified teaching minor in the subject area.

When more than one teacher is qualified and certified for a position, the teacher or teachers with the most number of years of service in the Big Rapids Public Schools shall be retained or recalled first.

3. Temporary employees.

- E. Any teacher recalled within three calendar years, following lay-off due to a necessary reduction in personnel shall be reinstated at their accumulated service time and sick leave benefits as recorded at the time of termination. Each employee will be given fifteen (15) days to respond with a "yes" or "no" decision of recall. There shall be no benefits extended to a teacher on lay-off.

Teacher rights to recall shall terminate after three calendar years from the effective date of termination of the teacher's services.

- A. The Board recognizes the importance of teacher involvement in the school improvement process. School improvement recommendations shall not be implemented without each affected bargaining unit member having been provided pertinent information at a faculty meeting. After information is disseminated, the proposal will be discussed at a faculty meeting. A consensus model will be followed in the school improvement decision-making process.

The Board has final authority in all curriculum matters and nothing in the above paragraph shall be interpreted to alter or diminish this authority.

- B. In the event that any provisions of the school improvement plan or site-based decision making committee or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

Upon written request stating acceptable reason, the Superintendent may grant in writing, a substitute to relieve a Special Education teacher to complete Special Education paperwork. Copies of the written disposition of these requests will be provided to the Association.

ARTICLE 19**CERTIFICATED SCHOOL SOCIAL WORKER STAFF**

- A. All certificated school social worker staff are expressly covered by the following articles and provisions:

Article 1	A through H
Article 2	A through D
Article 3	A through I
Article 4	A, C, D
Article 5	A, B, F
Article 6	F, G, H, I, J
Article 8	A, C
Article 9	A through C
Article 10	A through L
Article 12	A through F
Article 13	A through D
Article 14	A through E
Article 16	A
Article 17	A
Article 19	A through E
Article 20	
Schedules	A, B, C, F

- B. The following provisions of this agreement do not apply to the certificated school social worker staff:

Article 3	J
Article 4	B
Article 5	C, D, E, G
Article 6	A, B, C, E,
Article 7	
Article 8	A through C
Article 11	A through E
Article 15	A through D
Article 16	B through E
Article 18	A through O
Schedules	D, E, G

- C. A separate seniority list shall be maintained for the certificated school social worker staff which shall show the name, date of hire and date of the letter of intent to hire, if available. This shall be provided at the start of the new school year (September) to the president of the Big Rapids Education Association and a copy shall be provided by the school district to each member of the certificated school social worker staff.

- D. Certified school social worker staff shall work the same days as the teacher calendar plus an additional 5 flex days, if needed to be scheduled by the administration and shall be paid per diem.
- E. Certificated school social workers will, at the beginning of each school year (by the end of the first scheduled work day), choose the method of payment from either a twenty-one (21) pay schedule or a twenty-six (26) pay schedule, but once selected, no change will occur without administration or, secondly, Board approval.
- F. Act of God Days - Certificated school social worker staff shall not be required to report for work on "Act of God Days." In the event that the number of "Act of God Days" exceeds the state number of "grace" days and if state law mandates make-up of these excessive days, then these days will be added at the end of the school's current calendar year. The number of days added will be sufficient to meet the state's minimum requirements. Certificated school social worker staff shall not be paid for these "make-up" days.
- G. Bumping between certificated school social workers, New Directions teachers, and regular K-12 positions (in either direction) is expressly prohibited, regardless of circumstances. Individuals from each group may apply for openings in the other groups through normally established channels once a position is posted, but seniority within one group shall not be transferable.
- H. Certificated school social workers shall be evaluated on an annual basis by the administrator assigned to supervise the social worker. The evaluation shall be in writing and a conference held to review the evaluation.
- I. Certificated school social worker staff shall serve a four (4) year probation period. A decision by the Board to terminate a probationary certificated school social worker shall not be subject to the grievance procedure nor shall it be subject to arbitration.

- A. Each teacher shall notify his/her principal or designee (person shall not be another teacher) as soon as possible when a substitute teacher will be needed. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- D. 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.
- E. The Association and/or its members shall not engage in, nor encourage concerted action of any type against the school district which would be in violation of this contract, or in violation of the laws or statutes of the State of Michigan.
- F. If an Emergency Manager is appointed under the Local Government and School District Fiscal Accountability Act, the Emergency Manager is authorized to accept, reject, modify or terminate this Agreement as provided in that Act.

ARTICLE 21

DURATION OF AGREEMENT

The duration of this agreement will be from August 16, 2012, through August 15, 2013. During the duration of this agreement, articles may be reopened only by mutual consent of both parties.

This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Retroactivity will apply to all parts, sections, sub-sections, appendices, and articles of this Agreement.

For the Board of Education of Big Rapids
Public Schools, Mecosta and Newaygo
Counties, Michigan

For the Big Rapids Education Association

by Deb Tyson
Deb Tyson, Director of Human Resources and
Curriculum

by Justin Fox
Justin Fox, Chief Negotiator

by Tim Haist
Tim Haist, Superintendent

by Darin Hooker
Darin Hooker, BREA

by Nick Scheible
Nick Scheible, Director of Finance and
Athletics

by Bob Maynard
Bob Maynard, BREA

by Diana Byrne
Diana Byrne, Board President

by Sue Quilitzsch
Sue Quilitzsch, BREA

Dated February 15, 2013

by John Caskey
John Caskey, BREA President

By Kevin McBride
Kevin McBride, BREA

Dated February 15, 2013

SCHEDULE A - SALARY SCHEDULES

1. SALARY SCHEDULE – 2012-2013

Step	BA	BA+35 MA	MA+30
1	\$34,335	\$37,768	**
2	\$36,052	\$39,658	**
3	\$37,855	\$41,639	**
4	\$39,748	\$43,722	**
5	\$41,536	\$45,689	**
6	\$43,405	\$47,746	**
7	\$45,141	\$49,656	\$51,641
8	\$46,947	\$51,641	\$53,708
9	\$48,824	\$53,708	\$55,855
10	\$50,778	\$55,855	\$58,089
12	\$52,809	\$58,089	\$60,413
15	\$54,921	\$60,413	\$62,829
17	\$56,294	\$61,924	\$64,400
20	\$57,701	\$63,472	\$66,011
23	\$58,856	\$64,741	\$67,331
25	\$60,032	\$66,036	\$68,678
27	\$61,550	\$67,759	\$70,492

Steps on Salary Schedule 2011-2012.

Teachers who have completed a prior-approved (by the Board) 60 hour MA program shall be placed on the MA +30 salary schedule.

Teachers who complete a BA degree and 35 additional credits shall be placed on the MA Salary Schedule. Hours already earned after a BA degree shall be counted toward the BA+35 = MA Salary Schedule. Classes taken after February 1, 1992, will be evaluated by the Superintendent and salary (BA + 35 = MA) credit awarded only for classes related to the teaching area.

Teachers shall be placed on the salary schedule for the year based upon credits earned prior to the start of classes. Credits earned during the school year shall apply to the salary schedule for the next school year.

SCHEDULE B - EXTRA DUTY SCHEDULE

1. Each of the following percents will be computed on the beginning B.A. schedule, up to a maximum of ten (10) year's experience within this activity area, and during uninterrupted teaching or professional services within the Big Rapids school system. Full experience will be given if reassigned to the same sport or activity area.

ATHLETICS

High School Coaching Positions

Head Baseball/Softball	9%
Assistant Baseball/Softball	5%
Head Basketball (boys/girls)	12%
Assistant Basketball (boys/girls)	7%
Head Cheerleading Fall	9%
Assistant Cheerleading Fall	5%
Head Cheerleading Winter	9%
Assistant Cheerleading Winter	5%
Head Cross Country (boys/girls)	9%
Assistant Cross Country	5%
Head Football	12%
Assistant Football	7%
Head Golf (boys/girls)	9%
Assistant Golf (boys/girls)	5%
Head Ice Hockey	12%
Assistant Ice Hockey	7%
Head Soccer (boys/girls)	9%
Assistant Soccer (boys/girls)	5%
Head Tennis (boys/girls)	9%
Assistant Tennis (boys/girls)	5%
Head Track (boys/girls)	9%
Assistant Track (boys/girls)	5%
Head Volleyball	12%
Assistant Volleyball	7%
Head Wrestling	12%
Assistant Wrestling	7%
High School Game Manager (Fall/Winter)	4.5%
High School Game Manager (Spring)	3%

Middle School Coaching Positions

Head Boys Basketball (7 th /8 th grade)	6%
Assistant Boys Basketball (7 th /8 th grade)	3%
Head Girls Basketball (7 th /8 th grade)	6%
Assistant Girls Basketball (7 th /8 th grade)	3%
Head Cheerleading (Fall/Winter)	6%

Assistant Cheerleading (Fall/Winter)	3%
Head Cross Country	6%
Assistant Cross Country	3%
Head Track (boys/girls)	6%
Assistant Track (boys/girls)	3%
Head Volleyball (7 th /8 th grade)	6%
Assistant Volleyball (7 th /8 th grade)	3%
Head Wrestling	6%
Assistant Wrestling	3%
Game Manager per season	3.5%

The number of assistant coaching positions for any of the activities listed above will be determined from year to year by the administration in collaboration with the head coach and will be based upon situational needs and student participation levels. Each assistant coaching position filled will be paid the percentage indicated above.

ACTIVITY

HS Vocal Music	10%
HS Instrumental Music	10%
HS Debate	7%
HS Forensics	4.5%
HS Newspaper	3%
HS Yearbook	5%
HS Drama (per production-limit 3)	3%
MS Vocal Music	4%
MS Instrumental Music	7%
MS Honors Choir	4%
MS AV Aide	3%

Curriculum Coordinator K-12	4% (plus 1 release day per month)
MS/HS Dept Chairpersons (Dept of 3 or more FTE)	.5% per member
Coordinator for At-Risk Services	4%
Mentor	2% per mentee

2. The following positions to be placed in a special category (based upon individual's regular contract).

High School Counselor	4%
Middle School Counselor	4%

3. The following positions to be paid on the basis of the beginning B.A. salary schedule only. Do not consider experience as these positions are on a rotating basis.

High School Positions

Student Government	3%
Senior Class Advisors	3%
Junior Class Advisor	3%
Sophomore Class Advisor	2.5%
Freshmen Class Advisor	2%
*Club Advisors (i.e., SADD, NHS, Key Club)	3%
*Academic Competition Coaches (i.e., Quiz Bowl, OM, Science Olympiad)	2%

Middle School Positions

Student Government	2%
Yearbook Advisor	2%
*Club Advisors (i.e., NJHS, Shock)	2%
*Academic Competition Coaches (i.e., Math Counts, OM, Science Olympiad)	2%

Elementary Positions

Elementary Schools Choir	3%
*Academic Competition Coaches (i.e., Math Counts, OM, Science Olympiad)	2%
Elementary Music	2%

*The number of club advisors/competition coaches as well as specific names of these clubs and competitions will be determined annually by administration in collaboration with staff. This determination will be based upon student participation levels and the finances available.

4. The following positions shall be paid on the hourly or class period rate as follows:

2012-13
\$22.17

Sub-teaching (emergency basis), Summer School, Driver Ed, New Directions after the regular school day and evenings

5. For extra work, the teacher shall be entitled to appropriate additional professional compensation as follows:

Dances (HS & MS)	\$13.00 per dance
Game helpers	\$14.00 per game
Bus supervision for out-of-town trips	\$13.00 per trip
Lunch duty (all levels)	\$12.00/day plus lunch

6. The inclusion of any position or function in the schedule for compensation for extra duties beyond the normal teaching load shall not be deemed to guarantee that such position or function shall remain in effect during the full duration of this Agreement. The Board may, at its discretion, remove or add such positions and functions as it shall deem advisable, provided that, when any position or function shall be added thereto by the Board, the appropriate compensation for such extra duty shall be established by mutual agreement between the Board and the Association. (The above shall be open to all qualified teachers in the system.)

Extra pay positions are non-tenure and reappointment is at the sole discretion of the Board.

7. All mileage reimbursement shall be at the IRS rate that is in effect as of July 1 for the following fiscal school year.
8. Any EA member interested in any Schedule B position should notify central office by the last working day of each year for the following year.

SCHEDULE C - INSURANCE PROTECTION

1. The Board shall provide to each member through the Michigan Education Special Services Association a fully paid MESSA PAK.

The above mentioned MESSA PAK to be provided the bargaining unit members is described as follows:

The Board's maximum contribution will be \$15,000 for full family; \$11,000 for two persons; and \$5,500 for single at any time per PA 152.

Plan A: For employees needing health insurance

- MESSA PAK Choices II, \$10/\$20 Rx, \$200/\$400 deductible, \$10 office visit (with \$5,000 AD&D Basic Term Life)
- Long Term Disability 66 2/3%
\$5000 Maximum
90 Calendar Days - Modified Fill
Maternity Coverage
Pre-existing Condition Waiver
Freeze on Offsets
Alcohol/Drug - 2 years
Mental/Nervous – same as any other illness
- Delta Dental Plan 100:90/90/90: \$2,500.00
With Adult Ortho
(\$1500.00 max for Class I and II)
- Negotiated Life \$20,000 AD&D
- Vision VSP-3

or Plan B: For employees not needing health insurance

- Long Term Disability 66 2/3
\$5000 Maximum
90 Calendar Days - Modified Fill
Maternity Coverage
Pre-Existing Condition Waiver
Freeze on Offsets
Alcohol/Drug - 2 years
Mental/Nervous - Same as any other illness
- Delta Dental Plan 100:90/90/90: \$2500
With Adult Ortho
(\$1500.00 Max for Class I and II)
- Negotiated Life \$30,000 AD&D
- Vision VSP-3
- Annuities and/or MESSA options \$400/\$500 per month, per paragraph 5 of this Article.

The Board shall provide the employee selected plan for the full twelve (12) month period for the bargaining unit member and his/her entire family. The employer shall sign an employer participation agreement.

Bargaining unit members not electing MESSA PAK - Plan A will select MESSA PAK - Plan B. Any contribution amounts exceeding the employer's subsidy shall be deducted from the individuals' payroll. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

2. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve-month period commencing September 1 and ending August 31, even though the teacher may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association, and the insurance company, including opportunities for summer pre-enrollment and fall open enrollment.

When necessary, premiums in behalf of the teachers shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceed amount of subsidy, the Board shall make provisions for excess to be payroll deductible.

In the event that a teacher is terminated or resigns during the school year, the insurance shall be continued until the teacher has received the pro-rated portion to the 12-month insurance year earned at the time of the termination or resignation.

3. When a teacher is granted a leave of absence due in part to illness, injury, or pregnancy, with intentions of returning to the system, the Board shall pay a proportional amount toward fringe benefits in relation to amount of time worked by said teacher.
4. In accordance with past practice, teachers assigned less than a full work load shall receive pro-rated fringe benefits if it is possible under the guidelines established by the insurance carrier.
5. The Board shall provide a cash option in lieu of health benefits. The cash amount shall be \$400/\$500 per month pending the number of Association members increases from the current level to 29. The Board shall formally adopt a qualified plan document which complies with section 125 of the Internal Revenue Code.

The amount of cash payment received may be applied by the Association member to a Tax-Deferred Annuity with annuity companies currently approved by the Board. To elect a Tax-Deferred Annuity, the Association member shall enter into a salary reduction agreement.

SCHEDULE D - PREVIOUS TEACHING EXPERIENCE

A maximum of ten (10) years shall be allowed for previous teaching experience for all teachers new to the system.

SCHEDULE E - GRADUATE CREDIT

1. All courses taken beyond the MA Degree must have written approval by the Superintendent BEFORE THEY ARE TAKEN in order to qualify for compensation at the MA+30 level. All advanced study hours must be in the employee's scope of job responsibility or in a program sanctioned by a college or university leading to a graduate degree relevant to the scope of job responsibility.
2. For the length of this contract, the district will provide a \$5,000 (five thousand) pool for tuition each year for advance coursework relative to an employee's current or future assignment. Teachers working toward their continuing certificate (first eighteen hours) shall be eligible for reimbursement through the pool. For all tuition paid for course work throughout the year, the pool shall be divided equally by the number of credit hours successfully completed with a grade of a "B" or better. Each eligible teacher shall receive reimbursement based on the number of credit hours he/she completed. The reimbursement shall be limited to no more than actual tuition, and shall commence with classes taken during the Summer of 2006. Teachers must submit satisfactory evidence of completion by June 1st of each year to be eligible. Teachers taking courses to become highly qualified within a required area shall be reimbursed from these funds. Teachers receiving reimbursement must return to the district to work the following year or repay the amount reimbursed.

SCHEDULE F - CALENDARS AND CONFERENCES

Big Rapids Public Schools 2012-2013 Calendar

Monday	August	27	Teacher Day – Building & Department Prof. Development
Tuesday	August	28	Teacher Day – District Prof. Development
Wednesday	August	29	Teacher Day – District Prof. Development
			Open Houses for all Buildings – HS-3:30-5:30, MS-4:30-6:30, EL-5:30-7:30
Thursday-Monday	Aug.-Sept.	30-3	Labor Day Recess – No School K-12
Tuesday	September	4	Students First Day (Half day until 11:30AM), ½ day teacher prep
Wednesday	October	17	Full day of school – HS Evening Conferences
Wednesday	November	7	Full day of school – EL Evening District Conferences
Thursday	November	8	Full day of school – EL Evening District Conferences
Monday	November	12	Full day of school – MS Evening Conferences
Tuesday	November	13	Full day of school – MS Evening Conferences
Wednesday	November	15	Safety Day - No School K-12
Thursday	November	16	ISD-Wide Professional Development – No School K-12
Tuesday	November	20	End of First Trimester
Wednesday-Friday	November	21-23	Thanksgiving Break – No School K-12
Monday	November	26	School Resumes
Monday	December	24	
THROUGH			Holiday Break – No School K-12
Friday	January	4	
Monday	January	7	District Professional Development – No School K-12
Tuesday	January	8	School Resumes
Wednesday	January	23	Full day of school – HS Evening Conferences
Monday	February	18	President’s Day - No School K-12
Thursday	February	21	Full Day of School – MS Evening Conferences
Friday	March	16	End of 2 nd Trimester
Monday	March	18	11:30 dism. For K-12 students – ½ teacher work day
Thursday	March	21	Full day of school – EL Evening Conferences
Friday	March	29	Good Friday – No School K-12
Monday	April	1	
THROUGH			Spring Break – No School K-12
Friday	April	5	
Monday	April	8	District Professional Development – No School K-12
Friday	April	9	School Resumes
Wednesday	April	24	Full Day of School – HS Evening Conferences
Monday	May	27	Memorial Day – No School K-12
Friday	June	7	11:30 dism. for K-12 students – ½ day PD for teachers

NOTE: To comply with State requirements for hours and days, inclement weather days past the first six (6) will be made up.

CONFERENCES 2012-2013

	<u>Elementaries</u>	<u>Middle School</u>	<u>High School</u>
Wednesday, October 17			5:00 – 8:00PM
Wednesday, November 7	4:30 – 8:00PM		
Thursday, November 8	4:30 – 8:00PM		
Monday, November 12		4:30 – 7:30PM	
Tuesday, November 13		4:30 – 7:30PM	
Wednesday, January 23			5:00 – 8:00PM
Thursday, February 21		4:30 – 7:30PM	
Thursday, March 21	4:30-6:30PM		
Wednesday, April 24			5:00 – 8:00PM

NOTE: Students attend school all day on the above dates.

Professional Development

Monday, August 27	Professional Development 8:00AM-1:00PM – Buildings & Departments Welcome Back luncheon
Tuesday, August 28	Professional Development 8:00AM-Noon – District
Wednesday, August 29	Professional Development 8:00AM-Noon – District
Friday, November 16	ISD All day Professional Development
Monday, January 7	Professional Development, 8:00AM-3:00PM
Monday, April 8	Professional Development, 8:00AM-3:00PM
Friday, June 7	Professional Development, Noon -3:00PM

APPENDIX 1

**BIG RAPIDS PUBLIC SCHOOLS
PROFESSIONAL STAFF EVALUATION**

Name _____ School _____

Assignment _____ Evaluator _____

EMPLOYEE STATUS			
___ Probationary Year 1		___ Probationary Year 3	
___ Probationary Year 2		___ Probationary Year 4	
	___ Tenured		

I. Effectiveness in the Classroom <i>(Based on Observation)</i>	Highly Effective	Effective	Minimally Effective	Ineffective
1. Presents the content in an organized manner.				
2. Gives clear directions for tasks and accurately communicates expectations for desired outcomes.				
3. Effectively assesses student performance and provides feedback to students.				
4. Modifies and supplements instruction to address individual student needs.				
5. Manages unacceptable behavior by using appropriate techniques.				
6. Organizes the physical space and routine procedures to facilitate an effective learning environment.				
7. Demonstrates a caring attitude towards all students.				

II. Effectiveness in Planning Instruction <i>(Based on On-Going Performance)</i>	Highly Effective	Effective	Minimally Effective	Ineffective
1. Develops instructional plans based on learning objectives and District curriculum.				
2. Instructional planning reflects appropriate skill-building techniques and an understanding of the content area.				
3. When possible, organizes curriculum objectives into interdisciplinary instructional units.				
4. Establishes the expectations, procedures, and consequences for student behavior.				

III. Professional Growth and Relationships <i>(Based on On-Going Performance)</i>	Highly Effective	Effective	Minimally Effective	Ineffective
1. Effectively communicates.				
2. Works effectively with staff, teams, and/or departments.				
3. Maintains records as required.				
4. Follows school regulations and policies.				
5. Engages in professional development by acquiring new knowledge about content area and teaching strategies.				
6. Upholds professional standards by words, actions, appearance, and attitudes.				

IV. Student Growth Student growth shall include the measurement of one year's growth for students using multiple assessment tools (national, state or local) or an identified content area, graduation rates, student behavior, and student attendance, factoring in truancy, student transfers and transience, class composition, class size, and demographics.	Highly Effective	Effective	Minimally Effective	Ineffective
V. Comments: (If any "Minimally Effective" or "Ineffective" are indicated, strategies to improve are attached.) See attached				

Considering all factors, the work performance of this teacher is _____.
 (Highly Effective, Effective, Minimally Effective, Ineffective). **If "Minimally Effective" or "Ineffective" is indicated, an I.D.P. is required and attached.**

 Signature of Recipient* Date _____
 Signature of Evaluator Date

***"I understand that my signature is not intended to indicate my agreement with the evaluation, but is simply to provide the required record that I have read this evaluation and that I have been offered an opportunity to discuss this evaluation with my evaluator. I also recognize my right to attach comments directly related to this evaluation to this document."**

Note: The completed evaluation form must be sent to Central Office for inclusion in the personnel file.

APPENDIX 2

LETTER OF UNDERSTANDING
Between the
Big Rapids Education Association
And the
Big Rapids Public Schools

August 21, 2012

Passages in the 2012-2013 Collective Bargaining Agreement (CBA) were added as Appendix 2 because the parties believe they may concern prohibited subjects of bargaining under current Michigan state law.

This Letter of Understanding is written as a result of contract negotiations which created the current (2012-13) collective bargaining agreement between the BREA and The Big Rapids Board of Education. This letter proposes that if current law changes regarding certain teacher rights, then this agreement can be reopened (by the request of either party) before its ending date of August 16, 2013.

Execution of this Letter of Understanding shall in no way be interpreted to mean that the BREA agrees that any or all of the passages in Appendix 2 are indeed prohibited subjects of bargaining according to current Michigan state law. However, for the purpose of settling the 2012-2013 CBA, the BREA has agreed to deem them as such. Upon termination of the 2012-2013 CBA, the placement of the passages in Appendix 2 will be re-evaluated, pursuant to law, at the time the successor agreement is bargained.

The relevant provisions have been maintained for those non-tenure eligible employees (social workers), for who these areas remain a mandatory of bargaining.

BRPS Representative

Date

BRE A Representative

Date

Prohibited Subjects of Bargaining

Article 1.

- E. The parties expressly recognize that the failure of any teacher to comply with Provisions of this Article is just and reasonable cause for discharge from employment. (Prohibited subject under Section 15(3)(m) (discipline) of PERA)

Prohibited subject under Section 15(3)(m) (discipline) of PERA.

- E. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the teacher of non compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not affected.
 2. If the teacher fails to comply, the Association may file charges in writing with the Board and shall request termination of the teacher's employment. A copy of the notice of non compliance and proof of service shall be attached to said charges.
 3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or service fees.

Article 2

2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their dismissal or demotion and to promote and transfer all such employees; (Prohibited subject under Section 15(3)(j) (placement) of PERA)

Article 3

Section F concerns the prohibited subject of discipline and should be stricken pursuant to Section 15(3)(m) of PERA.

- F. A teacher, at such time as he/she feels he/she is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance, shall be entitled to have present a representative of the Association. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

It shall be the joint responsibility of the administration and the teacher to be aware of the teacher's right to have Association representation at any meeting at or from which disciplinary action might result.

Section G concerns the prohibited subject of discipline and should be stricken pursuant to Section 15(3)(m) of PERA. Section G also includes evaluation language that should be stricken pursuant to Sections 15(3)(l) and (3)(n) of PERA.

- G. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth. Article 3G does not pertain to probationary teacher non-renewal.

Section H concerns the prohibited subject of discipline and should be stricken pursuant to Section 15(3)(m) of PERA.

- H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

By October 1 of each new school year, the President of BREAA and each member shall be provided a copy of the list by the school district. Each member will have fifteen (15) calendar days to challenge the list by notifying the Association in writing. The Association shall notify the Board in writing, within thirty (30) calendar days, of the challenge. The Board and the Association shall meet within ten (10) days to agree upon a resolution to the challenge. Any ties shall be broken at this time by a drawing. The Association President and the Superintendent shall conduct the drawing. All employees subject to the drawing shall be invited to attend.

Article 4

- E. The Board will make reasonable efforts to notify teachers of extra duty assignments - High School Fall by June 15th, Middle School Fall by August 1st, Winter High/Middle School by October 15th, Spring High/Middle School by February 15th.

This section concerns the prohibited subject of placement and should be stricken pursuant to Sections 15(3)(j) of PERA.

6. There is a reasonable expectation that a substitute may be obtained.

Article 5

A. This section concerns the prohibited subject of placement and should be stricken pursuant to Section 15(3)(j) of PERA.

2. Teachers will be informed of their tentative schedule by June 1 of each year. Teachers will be informed of their specific schedules at the beginning of each school year.

Section language concerns the prohibited subject of placement and should be stricken pursuant to Section 15(3)(j) of PERA.

4. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building.

Section language concerns the prohibited subject of the use of volunteers and should be stricken pursuant to Section 15(3)(g) of PERA.

Such volunteers will be placed on a rotational list for recess/instructional period duty. The building administrator will formulate a rotational list which, as nearly as possible, divides recess/instructional duties equally among volunteers and reflects the preferences of the volunteers.

- D. It is understood that every attempt will be made to hire substitutes for the teachers of elementary art, music, and physical education, with first preference being for substitutes with training in specific subject, and secondly, in the event such a substitute is not available, any available, acceptable and qualified substitute with certification at the elementary school level.

Article 6

- A. No teacher shall be allowed to teach a class during his counseling preparation period, except in emergencies. A departure from these norms, except in case of emergency, shall not be authorized without prior consultation with the Association. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major field of study. This section shall not be construed as limiting the Board's right to employ non-certificated individuals as teachers in accordance with Section 1233b of the Revised School Code.
- C. Teachers who will be affected by a change in assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1, preceding the next academic year. Such changes will be voluntary to the extent possible. Nothing in the above precludes a necessary reassignment of staff after June 1 if circumstances dictate.

Article 7

- I. If it becomes necessary to create split grades at the elementary level, teacher input will be used to create a good educational atmosphere.

Article 8

Whenever any vacancy shall occur in the district in any professional position covered by this Agreement, the Board shall publicize the same by giving written notice of such vacancy to the Association (president/designee) and providing for appropriate posting (near the teachers' mailboxes) in every school building and personnel office. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted at least ten (10) calendar days from time of posting. Emergencies will be handled by the Board based on the merits of each individual case. (Placement decision – prohibited subject under Sec. 15(3)(j) of PERA.)

If a vacancy occurs during the school year, the Board may elect one of the following options: (1) post and fill the vacancy in accordance with this article; (2) fill the vacancy by the recall of a teacher on layoff status; and (3) fill the vacancy on an interim basis until the end of the semester or school year at which time the vacancy shall be posted and filled in accordance with this Article. If the third option is elected, the interim employee shall not be covered by this Agreement and shall be treated as a substitute. (Placement decision – prohibited subject under Sec. 15(3)(j) of PERA.)

- C. Upon submission of a written application to the Superintendent or his/her designee, any teacher will be considered for a vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applications and other relevant factors. In the case where a teacher(s) from within the district has equal or better qualifications for said position, as determined by the Board, priority of selection will be given to the teacher from within the district as opposed to an equally qualified candidate outside the bargaining unit. In the event

the applicant from the bargaining unit is not selected, said applicant shall be told the reasons why he/she was not selected for this position. Upon request, such reasons of denial will be provided to the teacher in writing. (Placement decision – prohibited subject under Sec. 15(3)(j) of PERA.)

- D. A vacancy shall not be posted when said vacancy is to be filled by the recall of a laid-off bargaining unit member.
- F. Transfer shall be defined as either a voluntary or involuntary move from one building to another or outside the teacher's area of certification.
- G. Since the frequent transfer(s) of teacher(s) from one school to another or outside the teacher's certification can disrupt the educational process and interfere with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- J. In the event that involuntary transfers of teacher(s) from one building to another appear to be necessary, lists of currently available positions in other schools will be provided to such teacher(s). The teacher may apply for any such available position in writing to the Superintendent or his/her designee, with the understanding that such position will be awarded to the bargaining unit member being considered for involuntary transfer with the greatest seniority who is certified and qualified for that position. The procedures for requests for voluntary transfers shall be outlined above in section C of this Article. If, within a two year period, the former teaching assignment of an involuntarily transferred teacher becomes available, that teacher shall be given first consideration for filing that position.
- K. Upon request to the Superintendent, up to two (2) days per diem will be allowed for a teacher to move his/her room when they have been reassigned by the District, provided, time during the work year is not allowed and/or assistance is not provided.

Article 10

B.

Section B(4) concerns the prohibited subject of discipline and should be stricken pursuant to Section 15(3)(m) of PERA.

- 4. It is understood, if reasonable proof of misuse of a personal business day can be shown, subject to the conditions of Article 14 – Grievance Procedure, a letter of reprimand and/or disciplinary action may be issued and entered into one's file.

This section concerns the prohibited subject of placement and should be stricken pursuant to Section 15(3)(j) of PERA.

A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spend on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule.

Article 11

- A. All monitoring or observation of the work of a teacher shall be conducted in person and with the full knowledge of the teacher.
- B. Probationary teachers shall be observed for the purpose of evaluation at least two (2) times during the school year. Tenure teachers shall be evaluated at least once each two school years.
- C. All formal observations and evaluations shall be reduced to writing and a copy given to the teacher within fifteen (15) days of the evaluation. If the teacher disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If an administrator believes a teacher is doing unacceptable work, the reasons thereof shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration. In subsequent observation reports, failure to again note a specific deficiency within the next two (2) reports shall be interpreted to mean that adequate improvement has taken place. The right of the teacher to request Association representation in any evaluation conference with the evaluator is expressly recognized.
- D. Following each formal evaluation which shall include a conference with the evaluator, the teacher shall sign and be given a copy of the evaluation report prepared by his/her evaluator. In no case shall the teacher's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A teacher may submit a self evaluation and/or submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the teacher's personnel file.
- E. Each teacher's evaluation shall include at the conclusion of the report, the statement, "Considering all factors, the work performance of this teacher is _____ (Highly Effective, Effective, Minimally Effective, Ineffective)".

Prohibited subject under Sections 15(3)(l) (evaluation), (3)(n) (classroom observation) and 3(o) ("merit pay") of PERA.

- F. Merit Pay: \$50 with an "Effective" evaluation.

Article 12

C.

Section E concerns the prohibited subject of discipline and should be stricken pursuant to Section 15(3)(m) of PERA.

If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

E. No action shall be taken against a teacher based upon complaints by a parent of a student directed toward that teacher until the complaint has been properly investigated, the teacher has been provided with the opportunity to respond to the complaint, and (except when the nature of the complaint prohibits a conference with such parents) a parent teacher conference has been held.

Article 16

A. The Board and Association agree it is in the best interest of both parties to reduce staff by attrition. Prior to reaching a conclusion to reduce personnel, the Board will give notice to the Association and shall meet with the Association not later than May 15th regarding:

1. The necessity and extent of such reduction of personnel.
2. The criteria to be used in determining the types of programs that will be reduced or eliminated.

B. Staff reductions shall be as determined by the Board and will be based on a decrease in students enrollments, the financial condition of the district including lack of operating funds, or the restructuring of an educational program(s) necessitated by changes in law and/or curriculum mandates.

A notification of not less than sixty (60) calendar days prior to the end of the first semester shall be required for such lay off. If no such situation shall occur through the school year, but such situation would exist for the following school year, then notification of lay off will be provided as soon as possible following the close of the school year but in no case later than July 1st.

C. In the event of staff reductions, the seniority list shall be used as stated in Article 3 – Association and Teacher Rights.

D. Any teacher who is laid off because of a necessary reduction in personnel shall be offered “bump rights” or the first vacancy in the school district with priority given in the following order:

1. Tenure teachers according to qualifications and certification.

Qualifications and certification are defined as having a teaching certificate for the grade level, and for grades 6th through 12th meeting the requirements for at least a certified teaching minor in the subject area. When more than one teacher is qualified and certified for a position, the teacher or teachers with the most number of years of service in the Big Rapids Public Schools shall be retained or recalled first.

8. Probationary teachers according to qualifications and certification.

Qualifications and certification are defined as having a teaching certificate for the grade level, and for grades 6th through 12th meeting the requirements for at least a certified teaching minor in the subject area.

When more than one teacher is qualified and certified for a position, the teacher or teachers with the most number of years of service in the Big Rapids Public Schools shall be retained or recalled first.

3. Temporary employees.

- E. Any teacher recalled within three calendar years, following lay off due to a necessary reduction in personnel shall be reinstated at their accumulated service time and sick leave benefits as recorded at the time of termination. Each employee will be given fifteen (15) days to respond with a "yes" or "no" decision of recall. There shall be no benefits extended to a teacher on lay off.

Teacher rights to recall shall terminate after three calendar years from the effective date of termination of the teacher's

Article 17

- B. In the event that any provisions of the school improvement plan or site based decision making committee or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

Article 18

Upon written request stating acceptable reason, the Superintendent may grant in writing, a substitute to relieve a Special Education teacher to complete Special Education paperwork. Copies of the written disposition of these requests will be provided to the Association.

Article 19

- C. This shall be provided at the start of the new school year (September) to the president of the Big Rapids Education Association and a copy shall be provided by the school district to each member of the certificated school social worker staff.

- G. Bumping between certificated school social workers, New Directions teachers, and regular K-12 positions (in either direction) is expressly prohibited, regardless of circumstances. Individuals from each group may apply for openings in the other groups through normally established channels once a position is posted, but seniority within one group shall not be transferable.
- H. Certificated school social workers shall be evaluated on an annual basis by the administrator assigned to supervise the social worker. The evaluation shall be in writing and a conference held to review the evaluation.

Article 20

- A. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- E. If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

Appendix 1- Prohibited subject under Sections 15(3)(l) and (3)(n) of PERA

**BIG RAPIDS PUBLIC SCHOOLS
PROFESSIONAL STAFF EVALUATION**

Name _____ School _____

Assignment _____ Evaluator _____

EMPLOYEE STATUS			
___ Probationary Year 1		___ Probationary Year 3	
___ Probationary Year 2		___ Probationary Year 4	
	___ Tenured		

I. Effectiveness in the Classroom <i>(Based on Observation)</i>	Highly Effective	Effective	Minimally Effective	Ineffective
1. Presents the content in an organized manner.				
2. Gives clear directions for tasks and accurately communicates expectations for desired outcomes.				
3. Effectively assesses student performance and provides feedback to students.				
4. Modifies and supplements instruction to address individual student needs.				
5. Manages unacceptable behavior by using appropriate techniques.				
6. Organizes the physical space and routine procedures to facilitate an effective learning environment.				
7. Demonstrates a caring attitude towards all students.				

II. Effectiveness in Planning Instruction <i>(Based on On-Going Performance)</i>	Highly Effective	Effective	Minimally Effective	Ineffective
1. Develops instructional plans based on learning objectives and District curriculum.				
2. Instructional planning reflects appropriate skill-building techniques and an understanding of the content area.				
3. When possible, organizes curriculum objectives into interdisciplinary instructional units.				
4. Establishes the expectations, procedures, and consequences for student behavior.				

III. Professional Growth and Relationships <i>(Based on On-Going Performance)</i>	Highly Effective	Effective	Minimally Effective	Ineffective
1. Effectively communicates.				
2. Works effectively with staff, teams, and/or departments.				
3. Maintains records as required.				
4. Follows school regulations and policies.				
5. Engages in professional development by acquiring new knowledge about content area and teaching strategies.				
6. Upholds professional standards by words, actions, appearance, and attitudes.				

IV. Student Growth Student growth shall include the measurement of one year's growth for students using multiple assessment tools (national, state or local) or an identified content area, graduation rates, student behavior, and student attendance, factoring in truancy, student transfers and transience, class composition, class size, and demographics.	Highly Effective	Effective	Minimally Effective	Ineffective

V. Comments: (If any "Minimally Effective" or "Ineffective" are indicated, strategies to improve are attached.)
See attached

Considering all factors, the work performance of this teacher is _____.
 (Highly Effective, Effective, Minimally Effective, Ineffective). **If "Minimally Effective" or "Ineffective" is indicated, an I.D.P. is required and attached.**

 Signature of Recipient*

 Date

 Signature of Evaluator

 Date

****"I understand that my signature is not intended to indicate my agreement with the evaluation, but is simply to provide the required record that I have read this evaluation and that I have been offered an opportunity to discuss this evaluation with my evaluator. I also recognize my right to attach comments directly related to this evaluation to this document."**

Note: The completed evaluation form must be sent to Central Office for inclusion in the personnel file.

APPENDIX 3

Letter of Agreement
Class Size

Between

The Board of Education of Big Rapids Public Schools

and the

Big Rapids Education Association

The Big Rapids Education Association and the Big Rapids Public Schools Board of Education hereby agree to the following regarding the above:

The Big Rapids Schools Board of Education and the Big Rapids Education Association agrees to discuss class size in all classrooms per Article 7 B, of the Master of Agreement.

Board of Education Representative

Date

BREA Representative

Date