

# **MASTER AGREEMENT**

**BROWN CITY BOARD OF EDUCATION**

**and**

**BROWN CITY FEDERATION OF TEACHERS**

**2011-2012**  
**2012-2013**

**BROWN CITY COMMUNITY SCHOOLS  
4290 SECOND STREET  
BROWN CITY, MICHIGAN 48416**

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## **AGREEMENT**

This Master Contract is entered into this 29<sup>TH</sup> day of June 2011, by and between the Brown City Board of Education, herein referred to as the "Board" and the Brown City Federation of Teachers, herein referred to as the "Federation".

### **ARTICLE 1 RECOGNITION**

The Brown City Board of Education recognizes the Brown City Federation of Teachers as the representative of all teaching personnel, including librarians, but excluding teachers' aides, substitute teachers, office clerical employees, supervisory employees and all other employees, for the purpose of collective bargaining. The Federation is the exclusive representative of the above described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and all other conditions of employment.

### **ARTICLE 2 BOARD RIGHTS**

A. Subject to the provisions of the Master Contract, the Board, on its behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States, including but without limiting itself to the following: the management and control of school properties, facilities, grades, courses of instruction, athletic and recreational programs, methods of instruction, materials to be used and the selection, direction, transfer, promotion, demotion, discipline or dismissal of all personnel.

B. In the event that the Superintendent or the Board of Education declares a safety threat, this contract shall be null and void during the safety threat.

### **ARTICLE 3 NO STRIKE CLAUSE**

The Board agrees that so long as this Master Contract is in effect, there shall be no lockouts. The Federation--its officers, representatives and members covered by this Master Contract--agree that so long as this Master Contract is in effect, there shall be no strikes or any unlawful acts that interfere with the education process in this School District. Any violation of any of the foregoing provision may be made the subject of disciplinary action.

**ARTICLE 4  
UNION MEMBERSHIP AND DUES DEDUCTION**

**Section 1.**

The Union agrees to admit all bargaining unit members to membership without discrimination by reason of race, creed, color, national origin, sex, marital status, political activities, or prior membership or past participation in the activities of any employee organization.

**Section 2.**

A. Upon filing with the Board a written authorization form for payroll deduction, signed by the teacher, the Board agrees, during the term of this Agreement and any extension or renewal thereof, to deduct union membership dues, service fees, and any which have been levied in accordance with the Constitution and By-Laws of the Union from the pay of such teacher.

B. Deductions from one paycheck per month shall be approximately equal amounts and shall commence with the first pay period of the school year. The Board agrees to forward such deductions to the Treasurer of the local union within two (2) weeks of said deduction.

C. Individual authorization forms shall be mutually agreed upon, and when executed, shall be filed by the Union with the Board. Authorizations once filed with the Board shall continue in full force and effect until revoked by the teacher on a form mutually agreed upon, which form shall be filed with the Board. The Union agrees, at least thirty (30) days prior to the beginning of each school year, to give written notification to the Board of the amounts to be deducted in that year under such authorizations.

D. A refusal of a teacher to pay either the dues or the fee is recognized as cause for termination of employment.

E. The Federation agrees to indemnify and save the Board harmless from any form of liability that may arise out of or by reason of the Board's or system's compliance with the provisions of this article, including the Board's attorney fees. Decisions on dismissal suits filed by a teacher or teachers concerning any aspect of the dues deduction or fees shall be made by the Board.

## **ARTICLE 5 REVIEW COMMITTEE**

A review committee will be established. It will be made up of at least the following three (3) members of the Federation: President, Elementary Building Representative (K-6), and a Secondary Building Representative (7-12), with the option of adding additional members as needed. They will meet once a month with at least one (1) representative of the Board and the Superintendent. They will meet to discuss any problems and/or recommendations not presently the subject of any grievance. If these meetings are held during the school day, the Board and the Union will alternate paying for any substitutes which may be hired. The Board of Education shall pay for the substitute for the first of such meetings.

## **ARTICLE 6 TEACHING CONDITIONS AND EDUCATIONAL IMPROVEMENT**

Appropriate texts, library reference facilities, maps, globes, laboratory equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties shall confer from time to time for the purpose of improving the selection and use of such educational tools.

Teachers shall not be required to work under any unsafe conditions. Teachers shall have the responsibility to report any unsafe or hazardous conditions to their supervisor and/or principal immediately.

## **ARTICLE 7 TEACHER EVALUATION**

The Administration shall evaluate the performance of probationary and tenure faculty personnel. The results of such evaluation shall be indicated in writing to the faculty person involved. The ultimate decision of retaining a probationary or tenure faculty member rests solely with the Administration and is not subject to any other provision of this Agreement. No formal teacher evaluation prepared by the Administration shall be placed in the teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and such signature does not necessarily indicate agreement with contents. Each teacher shall have the right to add comments to his/her evaluation. Each teacher shall have the opportunity to review the contents of his/her personal file with the exception of confidential material such as letters of recommendations. Classroom evaluation will be with full knowledge of the teacher.

No audio visual equipment shall be used for the purpose of evaluations without the written consent of the teacher.

If a probationary teacher is subject to dismissal during the course of the year, he/she may request to be evaluated by another administrator. Classroom Evaluations and Evaluation guidelines are subject to current state laws.

**ARTICLE 8****VACANCIES AND TRANSFERS**

A. Vacancies shall be defined as openings or new positions which the Board intends to fill. Whenever vacancies arise, the Superintendent shall notify the Federation and post notice of those vacancies in the faculty room of each building for ten (10) consecutive business days (Monday – Friday, exclusive of holidays). Vacancies shall be filled on the basis of academic qualifications, certification, experience, evaluations, and years of service in the Brown City School District. When all other factors are equal, seniority shall be the deciding factor.

1. If an opening is created by the filling of a vacancy, then this secondary opening shall be filled at the discretion of the Superintendent until the end of the semester or the school year, whichever the Superintendent deems to be in the best interests of the students.
2. Probationary teachers may be excluded from applying for any vacancy.

B. Those teachers interested in a new position for the next school year must fill out the form provided by the Administration.

C. Laid-off teachers whose forms indicate that they are certified for a particular vacancy shall have notice of such vacancy sent to their last-known address.

D. Before filling vacancies which occur during the summer, the Board will review the forms submitted by interested teachers.

E. If a vacancy should occur during the summer months when regular school is not in session, the Superintendent shall notify the President of the Federation, either by telephone or by mail.

F. With the approval of the Administration, teachers may, by mutual agreement, be permitted to switch teaching assignments for one (1) year. However, the year-to-year assignments of teachers is the prerogative of the Administration.

G. The Employer will honor the vacancy posting time limit unless the executive board has agreed to a shortened posting.

**ARTICLE 9  
CLASS SIZE**

A. Class size is a variable in the educational process as are sex, ratio of students, number of preparations, grade level, subject matter, money, space and other factors. The parties agree to form a committee made up of the Superintendent of Schools, two (2) Board Members and three (3) Federation representatives which shall meet after the fourth (4th) Friday of the school year. The purpose of the committee is to discuss any class size concerns which may exist. The Committee shall be notified no less than three (3) weeks after the meeting on these recommendations. Any class with the exception of physical education classes and music classes, including Band, with more than thirty (30) students will be discussed by the Class Size Committee upon the written request of the Union.

B. When a teacher is to be assigned a split classroom, the teacher will have input into which students will be in the split classroom. Any split classroom (K-6) will be provided with some aide time if financially feasible.

**ARTICLE 10  
FACULTY MEETINGS**

Faculty meetings shall be called only when necessary.

**ARTICLE 11  
USE OF BUILDINGS**

The Federation shall have the right to use the school buildings for meeting with prior notice and approval.

**ARTICLE 12  
SCHOOL CLOSING**

In the event school is closed because of weather or road conditions, teachers shall not be required to report. The Board shall notify the teachers by: 1) a fan-out calling system; 2) notifying Sandusky radio station WPHM and the State Police LEIN network. Act of God days will be made up as required by State Law.

**ARTICLE 13  
PARKING FACILITIES**

Ample parking facilities near the teacher's assigned classrooms shall be provided. The parking lots, sidewalks and steps shall be kept clear, clean and free from debris, snow and ice.

**ARTICLE 14  
CLERICAL HELP**

Each teacher shall be provided with adequate clerical help to the extent and ability of the Board to so provide.

**ARTICLE 15  
CONTRACTS**

Tentative assignments for the coming school year are to be in duplicate, with one (1) copy for the teacher on or before the first day in July. Preliminary indications will be given by the end of the school year.

**ARTICLE 16  
GRIEVANCE PROCEDURE**

**Section 1. Definition**

A. A grievance shall be defined as an alleged violation, misinterpretation, or inequitable application of a specific and expressed term of this Agreement. A grievance shall not be processed if the same or similar issue is being litigated by any member of the unit or union. The term grievance shall not apply to any situation wherein a governmental agency has been established for the purpose of resolving the situation in question. Examples of these governmental agencies would be EEOC, Tenure Commission, MERC or Civil Rights Commission. The individual or Union shall make the choice.

B. An aggrieved person shall mean any member of the bargaining unit, or the Union in its own behalf, making the complaint.

C. Wherever notice is used, it is meant that such be written notice to the Union and in cases where the grievant is representing his/her own self, the written notice would be given the Union and the grievant; and notice to the Board shall mean notice to the Superintendent of Schools.

D. The term days in this Article shall mean duty days, except during summer when it will mean week days and where otherwise indicated.

**Section 2. General Principles**

A. A grievance may be withdrawn at any level.

B. If a grievance arises from the actions of authority higher than Building Administrator, it may be initiated at Step 1 of this procedure by mutual agreement.

C. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.



- D. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- E. Failure by the teacher and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- F. Failure by the Board or its designated agents to communicate a decision on a grievance within the specified time limits shall be deemed a denial of the grievance. The teacher or the Union may appeal to the next step of the procedure.
- G. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
- H. The Board and the Union each shall bear the full costs for its representative counsel, witnesses and any other expenses in the arbitration.
- I. The fees and expenses of the arbitrator shall be divided equally between the Federation and the Board for decisions rendered.
- J. No arbitrator shall hear more than one (1) grievance at any one hearing without the mutual consent in writing of the Board and the Union. The question of arbitrability shall not be considered as a second grievance.
- K. No resolution of a grievance shall be contrary to any provision of this Agreement.

### **Section 3. Procedure for Adjustment of Grievances**

- A. Grievances shall be presented and adjusted in accordance with the following procedures:

#### **Step 1: Informal Conference**

The grievant who feels that he/she/they have a grievance shall first take the matter up verbally in conference with the principal of the school within five (5) working days after they became aware of the act or condition which they claim is the basis of their grievance.

The Principal shall meet with and attempt to resolve the matter with him/her/them.

#### **Step 2: Written Procedure**

In the event the matter is not resolved informally, the grievance stated in writing on the form provided for such purpose shall be submitted to the principal or his/her designee within ten (10) days following the conference between the parties.

- a. Within six (6) working days of receipt of the written grievance, the principal shall arrange a conference to satisfactorily resolve the grievance. (The conference shall take place at the earliest possible date.)
- b. The grievance may be lodged and thereafter discussed in conference with the principal or his/her designee.
  1. By a teacher in person on his/her own behalf.
  2. By a teacher accompanied by the appropriate Union representative.
  3. By the Union representative in the name of the Union, if it does not refer to an individual teacher.
- c. Within six (6) working days after such conference in Step 2 above, the principal shall answer such grievance in writing.

### **Step 3. Written Procedure**

Within five (5) days after receiving the decision of the Principal or his/her designee, an appeal from the decision may be made to the Superintendent of Schools. The appeal shall be in writing on the form provided and shall be accompanied by a copy of the original grievance and decision at Step 2 above.

- a. Within five (5) working days of receipt of the written appeal, the Superintendent or his/her designated representative shall arrange a conference to satisfactorily resolve the grievance. (The conference shall take place at the earliest date possible.)
- b. The grievance may be lodged and thereafter discussed in conference with the Superintendent or his/her designee.
  1. By a teacher in person on his/her own behalf.
  2. By a teacher accompanied by the appropriate Union representative.
  3. By the Union representative in the name of the Union, if it does not refer to an individual teacher.
- c. Within six (6) working days after such conference in two above, the Superintendent shall answer such grievance in writing.

**Step 4.      Written Procedure**

Within ten (10) days after receipt of the decision of the Superintendent of Schools, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association, by pending written notice thereof to the Superintendent of Schools and to the American Arbitration Association.

The arbitrator shall have no power to alter, add to, or subtract his/her decision in writing on the issues submitted and shall set forth his/her findings and conclusions. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Under no circumstances may the arbitrator rule in the case of the placing of a probationary teacher on a third year or second year of probation, or the termination of a probationary teacher, or the failure to re-employ a probationary. The arbitrator may not, in effect, grant the Federation that which the Federation was unable to secure in collective bargaining. No new grievance may be filed and/or processed by the Federation or a teacher on behalf of any teacher if that teacher, for any reason, is no longer an employee of the District.

**ARTICLE 17  
PAST PRACTICE**

This Agreement shall supersede any rules, regulations or past 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.

**ARTICLE 18  
SAVINGS CLAUSE**

If any provisions of this Agreement or any application of the Agreement to any employees or group of employees shall be found contrary to law as determined by a court of competent jurisdiction, 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. The parties will meet within thirty (30) days, unless mutually extended, to negotiate a new provision.

**ARTICLE 19  
LEAVE POLICIES**

**Section 1.      Sick Leave**

A. All teachers shall have thirteen (13) days sick leave each school year credited to them at the beginning of the year, but prorated if they leave the School District for any reason prior to the end of the school year, accumulative to the number of teacher work days. A written statement of accumulated sick leave shall be given each teacher by October 1st of each year. Pro-ration also applies to teachers who enter the system after

the beginning of the school year. Teachers with a minimum of seven (7) years in the Brown City school system who retire or resign with at least thirty (30) sick days accumulated shall receive Thirty (\$30.00) Dollars for each accumulated sick day. The maximum days accumulated will be equal to the number of teaching days per school year.

B. Sick leave days earned up to a leave of absence shall be held in reserve, pending the return from such leave.

C. Leaves of absence, chargeable against sick leave, shall be granted for the following reasons:

1. A maximum of five (5) days per school year for an illness in the immediate family (spouse, parent, child).
2. A maximum of two (2) days per year when an emergency in the family requires a teacher to make arrangements for necessary medical or nursing care.

D. Extensions of the limits in part C. may be granted by the Superintendent.

E. Any teacher absent on sick leave for four (4) or more consecutive days shall, upon request, present a statement from a physician.

## **Section 2. Business Leave**

A. All teachers shall be granted three (3) days for business which cannot normally be handled outside school hours. Unused business days shall be added to the teacher's accumulated sick days.

B. Application for such leave shall be made in writing to the Principal of his/her building a minimum of two (2) days in advance, except in emergency situations. No business leave will be approved the day before or the day after spring break holiday unless approved in advance, in writing by the Superintendent, and not subject to the Grievance Procedure. No more than ten (10) business leaves will be approved for the same date. Additional days off without pay may be requested by the teacher.

## **Section 3. Bereavement Leave**

A. Each teacher shall be entitled to bereavement leave to attend the funeral, without loss of pay, in accordance with the following schedule:

1. Five (5) days -- spouse, child, parent, parent-in-law.
2. Three (3) days -- brother, sister, grandparents, grandchildren, aunts, uncles, aunts-in-law and uncles-in-law. Additions may be made by the Superintendent.
3. With the approval of the Superintendent, one (1) day for any

relative not listed above and for any person whose funeral the employee wishes to attend.

B. If additional time is needed, application shall be made to the Superintendent who will take into consideration distance to be traveled or other unusual circumstances. Additional time shall be deducted from sick leave.

#### **Section 4. Maternity Leave**

A. Child rearing leave without pay shall be granted for up to twelve (12) months to teachers who have been employed in the school system for at least one (1) year.

B. Requests for such leave shall be filed after a doctor's confirmation of pregnancy and be accompanied by a doctor's certificate. In the case of adoption, the leave will begin the day a court order is entered relieving the natural parents of custody.

C. The teacher shall be permitted to return on schedule at the end of the leave period. Notification of return to work must be made at least One Hundred Twenty (120) days prior to the return date.

D. Upon application by the teacher to the Board, extensions may be granted.

E. No increment credit or use of sick days shall be allowed for maternity leave.

F. Any teacher off due to child birth (the time after delivery of a child) may use sick days for the period of time when she is certified by her doctor, and at the option of the Board, the Board's doctor, that she is disabled and unable to do her regular job.

#### **Section 5. Leave Without Pay**

A. Leave without pay may be granted and increment credit allowed on the salary schedule for the following:

1. Peace Corps -- up to two (2) years.
2. Exchange Teaching (foreign country) -- one (1) year maximum.
3. Military Service -- up to four (4) years.
4. Professional Improvement --
  - a. For a period of one (1) school year.
  - b. Application shall be submitted on or before May 1st of the preceding school year.
  - c. Graduate program with at least six (6) hours per

semester toward a degree-granting program directly relating to the teaching area.

- d. Leave is limited to teachers on tenure.
- e. No more than two (2%) percent of the staff shall be granted a leave of absence for this reason in any one school year.
- f. A teacher shall not be eligible for such leave except once every seven (7) years.
- g. The teacher shall notify the Superintendent by April 1st preceding the September he/she wishes to return.

B. Leave without pay may be granted and increment credit not allowed on the salary schedule for the following reasons:

1. Federation position -- one (1) year.
2. Serve in an elected public office -- one (1) term.

C. Upon their return from leave in A or B, the teacher shall be offered the first opening available under their certification.

D. Sick leave without pay, fringe benefits or increment shall be granted for up to twelve (12) months to tenure teachers.

1. Request for such leave shall include a doctor's certificate stating the teacher's disability.
2. The teacher shall be permitted to return from leave to the first vacancy available in the teacher's area of certification. Notification of return to work must be made by April 1st or forfeit any recall rights.
3. Upon application by the teacher to the Board, extension may be granted.

### **Section 6. Leave Without Loss of Pay**

A. Leave shall be granted, without loss of pay, for the following:

1. Jury Duty -- makeup pay portion limit of sixty (60) days per school year.
2. Conferences -- approved in advance by Superintendent.

3. School-connected Committees -- approved in advance by Superintendent.

B. Seven (7) days shall be allowed each year for use by the Federation officers to attend educational meetings, workshops or committee meetings with three (3) days prior notice to the Board.

### **Section 7. Hours Forgiven by the State**

1. Under no circumstances will illness/injury leave or business leave be deducted from a teacher on days that are forgiven by the State of Michigan.

### **Section 8. Family and Medical Leave**

Employees with one year of seniority, who have worked at least 1,150 hours during the previous twelve month period, shall be eligible for Family and Medical leave. Those covered by Family and Medical Leave shall be the employee, employee's seriously ill child, spouse or parent of employee. The employee's child shall mean biological, adopted or foster child. If the child is over 18 years of age, the child must be incapable of self-care because of a mental or physical disability, such disability must be verified by a doctor's statement at the time the Family and Medical Leave is requested.

Under this provision, a twelve week leave is available. With respect to a birth or placement of a child, the entitlement shall expire at the end of the twelve month period beginning on the date of such birth or placement.

The leave must be taken in consecutive full days. This leave shall be without pay, except as provided.

The employee shall provide the Employer with at least 30 days notice with respect to the birth of a child or the possibility of an adoption or foster home placement, other notice shall be given as soon as practicable.

The doctor's statement must include the date on which the condition commenced, the probable duration of the condition and the appropriate medical facts.

The Employer may request a second opinion from a doctor selected by the Employer and paid for by the Employer.

Upon return from such leave, the employee shall be returned to his/her former position or an equivalent position.

**ARTICLE 20  
TEACHING HOURS AND ASSIGNMENTS**

- A. The work day shall be for seven (7) hours and ten (10) minutes. Within that seven (7) hours and ten (10) minutes, the administration has the right to make assignments that are not in conflict with any other provision of this Agreement.
1. Student contact hours for the 2006-2009 school years shall be determined by the State. A joint administrative/union committee will determine how these hourly requirements shall be met.
- B. Teachers shall receive a minimum of thirty (30) minutes duty-free lunch period.
- C. Secondary teachers will normally be scheduled for three (3) preparations. However, based on student interest, curricula needs and scheduling problems, some teachers may be assigned four (4) or five (5) preparations by mutual agreement between the Principal and the teacher.
- D. Secondary teachers shall receive one (1) preparation period equal to one (1) class period per day or equal to five (5) class periods per week.
- E. Teachers in grade K through 6 will be provided with at least 264 minutes of preparation time during a normal work week, when averaged over the entire school year. If teachers do not receive this preparation time, they shall receive compensatory time or extra pay, the choice of which shall be up to the individual teacher.
- F. Through cooperation between administration and a BCFT Executive Board Member, all secondary teachers will be given a copy of the tentative schedule prior to scheduling students. This document will be given for the sole purpose of viewing and planning. Administration reserves the right to waive this understanding due to staff reduction, class offering and extenuating circumstances.

**ARTICLE 21  
WEEKLY SCHEDULE OF ACTIVITIES**

All assemblies or group activities shall be on a weekly schedule, which shall be handed out the last school day of the week preceding the events.

**ARTICLE 22  
EXAMINATIONS**

The Board shall pay for any medical examinations or tests required by the Board.



**ARTICLE 23  
NEGOTIATIONS**

No sooner than ninety (90) days prior to the expiration of this Agreement shall either party give notice to the other party to begin negotiations for the following school year. Within thirty (30) calendar days following such notification, negotiations shall begin.

**ARTICLE 24  
PRINTING OF CONTRACT**

The Board and the Federation shall agree on the detail of printing the contract. Each teacher presently employed shall receive a copy of the contract. Any new teachers shall be given a copy of this Agreement at the time he/she signs an individual contract.

**ARTICLE 25  
TRANSFERS**

A. Requests by a teacher for a transfer to a different class, building or position shall be made in writing to the Superintendent. One (1) copy shall be filed with the Superintendent and one (1) copy shall be filed with the Federation. The applicant will state the reason or reasons for the transfer, the school, grade or position sought, and the applicant's qualifications. Upon request, an applicant presently employed in the District who fails to be appointed to a position shall receive from the Superintendent a statement as to why he/she failed to get the appointment.

B. Any teacher who is involuntarily transferred shall receive in writing, if requested in writing, from the Superintendent, the reason or reasons for such transfer.

C. Transfers from one assignment to another will not be made without good cause. The Board will attempt to keep teachers in their respective assignments. Changes made after July 1st will only be made for good cause. In the event of such a change in assignment, the Board will notify the teacher by registered certified mail, return receipt requested. The teacher will have five (5) days in which to accept the change in assignment. If the teacher notifies the Board in writing within five (5) days that the change is not satisfactory, the teacher may file a grievance on the second step of the procedure.

D. Any tenured teacher that is displaced from a current teaching assignment shall have the right to bump into any other teaching assignment for which they are certified and their seniority will allow.

E. Any probationary teacher displaced due to a bump from a current teaching assignment shall have the right to bump into any other teaching assignment for which the displaced teacher is certified and qualified (meaning having had a successful prior teaching experience at that grade level or in that subject matter) and his/her seniority will allow.

**ARTICLE 26  
COACHING ASSIGNMENTS**

A. Recommendations for coaching assignments are primarily the responsibility of the Athletic Director. Notification of head coaching assignments to the same position will normally take place within four (4) weeks of the completion of current coaching duties. If more time is taken, the reasons, upon written request by the coach, shall be given.

B. When more than one (1) applicant applies for a Schedule B Coaching assignment, interviews will be held, upon the written request of internal applicants.

**ARTICLE 27  
ADMINISTRATION/TEACHER CONFERENCES**

When Administrators have matters to discuss with a teacher(s) pertaining to matters covered in the contract, this shall be done in private, unless the teacher desires a Federation representative. The meeting shall be held at a mutually agreeable time.

**ARTICLE 28  
SUPERVISION DURING PREPARATION PERIODS**

Teachers who substitute in another classroom during their preparation period shall be compensated. This shall be voluntary unless no one else is available. Any teacher that substitutes six (6) class periods or the equivalent shall be entitled to one (1) comp. day.

**ARTICLE 29  
METHOD OF PAYMENT**

Teachers' pay shall be in either twenty-one (21) or twenty-six (26) installments beginning with September 4, 2009. The teachers who select the twenty-six (26) installment method will no longer have the option to select a lump sum payment on the last day of school or to continue to receive installment payments throughout the summer. Under IRS Section 409A, when an employee elects to defer a portion of their compensation into another work year, their selection is irrevocable until the next time they are given the opportunity to select their payment method.

Notice to exercise this option must be given no later than May 15th.

**ARTICLE 30  
HEALTH INSURANCE**

The Health Insurance Program shall be: Health Plus/TASC HDHP 2GO Rx HRA. Premiums shall be paid by the Board of Education at 90% of the illustrated rate as indicated below and the Rx Co-pay shall be \$0/\$0. BCFT members will pay \$5.50 per month (payroll deduction) to cover the management fee. The Board of Education agrees to self-fund the following:

Hearing Aid: One (1) every three (3) years  
TMJ: \$500 (five hundred dollars). Lifetime Max.

Where both husband and wife are employed as teachers in the District or when a spouse is employed outside the District, in lieu of health insurance, the employee shall receive One Thousand Eight Hundred (\$1,800.00) Dollars per year toward a tax sheltered annuity. (To be paid in equal monthly installments - 10 payments per year.)

The Board of Education may self-insure or bid comparable specifications. Prior to changing, the Union shall be given the opportunity for input.

Should the Employer change carriers during the life of the Agreement, the employees shall suffer no loss of benefit level. Mid-year, the Board of Education and the BCFT will review the Health Insurance Policy.

In the event an employee is covered by his/her spouse's health insurance program and is not participating in the Board's health insurance program, and that employee's spouse loses his/her health insurance coverage, then the employee will become eligible for the Board's policy immediately, subject to the terms of the carrier.

	<b>Single</b>	<b>Two-Person</b>	<b>Full-Family</b>
<b>2011-2012</b>	\$477.28	\$1,073.88	\$1,336.37
<b>2012-2013 Illustrated Rate &amp; Management Fee to be determined by Set-Seg/Health Plus</b>			

District will pay 90% of the illustrated rate of health benefit cost. Employee contributions will be payroll deducted.

**ARTICLE 31  
LIFE INSURANCE**

The Board shall purchase and pay the annual premiums on behalf of each member in the bargaining unit Group Term Life Insurance in the amount of Fifty Thousand (\$50,000) Dollars and a double indemnity provision shall be applied to the Life Insurance policy for accidental death or dismemberment.

The Board of Education may self-insure or bid comparable specifications. Prior to changing, the Union shall be given the opportunity for input.

**ARTICLE 32  
DENTAL AND VISION INSURANCE**

A. Dental Insurance. The dental program shall continue with the following riders: 100% coverage for restorative and replacement, 100% coverage for preventive dental services and increase the maximum of dental coverage to \$1,800.

The Board shall pay 90% of the illustrated rate of benefit costs as indicated below for all subscribers, single, two-person and full family up to the amount specified for the contract year. Employee contributions will be payroll deducted.

B. Vision Insurance. The Board of Education realizes that this benefit, in the past, has been a benefit that was for \$500 over a three-year period. The Board of Education will continue to recognize this form of payout and will allow the total benefit of \$500 to be

spread over three (3) contract years, 2009-2010, 2010-2011, and 2011-2012, but not more than \$200 can be incurred during the 2009-2010 contract year. For new employees the benefit level shall be prorated for the duration of the remaining contract.

For the 2012-2013 school year the Board will continue to recognize this form of payment and benefit level with re-wording of benefit payout to be determined between BCFT and the Board. The Board will pay 90% of the illustrated rate of Vision Benefit Costs. Employee contribution will be payroll deducted.

	<b>Single</b>	<b>Two-Person</b>	<b>Full-Family</b>
<b>Dental</b>	\$41.35	\$99.24	\$124.06
<b>Vision</b>	\$ 6.51	\$17.91	\$ 17.91
<b>2012-2013 Illustrated Rate &amp; Management Fee to be determined by Set-Seg</b>			

C. Those teachers who began the 1988-89 school year with sixty (60) or more days of accumulated sick days will be eligible for the school's LTD program. Once a teacher qualifies for the Schools LTD program, they will always be eligible for the schools LTD program regardless of sick leave accumulation. In addition the Board will pay 90% of the Long Term Disability costs of qualified individuals. Employee deduction will be a one time payroll deduction. (Every year thereafter, teachers who begin the school year with sixty (60) or more days of accumulated sick days will have the premium paid at 90% of the illustrated rate by the District.) The program will have a ninety (90) calendar day waiting period, sixty (60%) percent of pay, maximum of Two Thousand (\$2,000.00) Dollars monthly, and subject to the other conditions in the program.

D. The Board of Education may self-insure or bid comparable specifications. Prior to changing, the Union shall be given the opportunity for input.

**ARTICLE 33  
CALENDAR**

The school calendar for the 2010-2011 school year is approved as presented, with 179 student days and 184 staff days. In the 2011-2012 school year, the school calendar shall revert back to the previous years, which consisted of 180 student days and 185 teacher work days.

**ARTICLE 34  
OUTSIDE EXPERIENCE**

Effective July 1, 2006, and not to be retroactive, the amount of outside teaching experience credit awarded at the time of employment, up to eight (8) years, shall be at the discretion of the Board of Education.

**ARTICLE 35  
STAFF REDUCTION**

In the event of a reduction of staff, the following procedure will be followed:

1. Within thirty (30) days following the beginning of each school year, the Board will publish and make available to the Federation, a seniority list containing the names and dates of employment of all employees in the bargaining unit. It is further understood that the date of employment shall mean the first date of service in the School District.
2. The Administration, in the event of a layoff, shall establish its educational curriculum and staffing requirements. The need for a reduction of staff will be discussed by the Review Committee at least thirty (30) days prior to an actual reduction in staff except in emergency situations.
3. Probationary teachers shall be laid off first, except in case where no tenure teacher possesses proper certification for the position to be retained. Tenure teachers shall be laid off according to seniority, except in cases where a proper certificate is not possessed. In the event of identical employment dates, the qualifications of the teachers, the criteria for which will be established by the Board of Education, shall be used.
4. Notice of layoff will be by certified mail or by hand delivery to the teachers affected with a list of names of laid-off teachers sent to the President of the Federation.
5. Offer or recall will be in reverse order of layoff, provided the teacher is properly certified.
6. Notices of recall will be by certified mail, return receipt requested. Teachers will be required to respond within ten (10) days of a receipt of a recall notice. Failure to do so will indicate a lack of desire to return to School District employment, thereby terminating any previous relationship.
7. Teachers will remain on a seniority recall list for a period not to exceed two (2) years from the date of layoff. Teachers who are on layoff shall notify the Administration by April 15th of the current year of their intent to return to the Brown City Schools and of any change in their certification status and/or any additional majors or minors and their current mailing address. Seniority permitting, a laid off bargaining unit member who has changed, or will have changed and/or improved, his/her

certification status by June 15th shall, upon notification to the Administration, be permitted at the beginning of the following school year to bump into a position for which he/she is now qualified. To be eligible for such bumping, the laid off employee shall be required to present his/her anticipated course of study for additional certification to the Administration as soon as this course of study has been established and to keep the Administration apprised of progress on a semester basis prior to completion of the courses. Failure to so inform the Administration will be considered as vacating recall rights.

8. By mutual agreement, the parties may deviate from this procedure.

**ARTICLE 36  
SALARY SCHEDULE - 2011-2012**

STEP	BA	BA+15/18/20*	MA	MA+15/20**
1	\$31,135	\$32,931	\$35,031	\$36,138
2	32,424	34,106	36,267	37,934
3	34,255	35,820	38,048	39,732
4	35,148	36,992	39,288	40,988
5	36,833	38,164	40,526	42,245
6	38,664	39,877	42,305	44,046
7	40,495	41,590	44,084	45,841
8	42,304	43,308	45,865	47,638
9	44,158	45,021	47,648	49,435
10	45,992	46,742	49,435	51,235
11	54,217	55,100	58,279	60,400
<b>LONGEVITY:</b>	12-15 YEARS	16-20 YEARS	21-24 YEARS	25+ YEARS
	\$4,275	\$4,475	\$4,975	\$5,175

- 1\*. Employees credited with BA+15 semester hours during the 1978-79 school year will maintain their position on this step.
  2. Employees with less than BA+15 semester hours during the 1978-79 school year must accumulate BA+18 semester hours to be placed on this step.
  3. Employees hired for the 1979-80 school year and beyond must accumulate BA+20 semester hours to be placed on this step.
- 1\*\*. Employees credited with MA+15 semester hours during the 1978-79

school year will maintain their position on this step.

2. All other employees must accumulate MA+15 semester hours to be placed on this step, providing they were part of the staff in the 1978-79 school year.
3. Employees hired new for the 1979-80 school year and beyond must accumulate MA+20 semester hours to be placed on this step.
4. Effective upon ratification of the 2003-2006 contract, from this point forward, MA+ hours must be earned after the MA has been awarded.

<b>STEP</b>	<b>BA</b>	<b>BA+</b>	<b>MA</b>	<b>MA+</b>
1	\$ 31,135.00	\$ 32,931.00	\$ 35,031.00	\$ 36,138.00
2	\$ 32,424.00	\$ 34,106.00	\$ 36,267.00	\$ 37,934.00
3	\$ 34,255.00	\$ 35,820.00	\$ 38,048.00	\$ 39,732.00
4	\$ 35,148.00	\$ 36,992.00	\$ 39,288.00	\$ 40,988.00
5	\$ 36,833.00	\$ 38,164.00	\$ 40,526.00	\$ 42,245.00
6	\$ 38,664.00	\$ 39,877.00	\$ 42,305.00	\$ 44,046.00
7	\$ 40,495.00	\$ 41,590.00	\$ 44,084.00	\$ 45,841.00
8	\$ 42,304.00	\$ 43,308.00	\$ 45,865.00	\$ 47,638.00
9	\$ 44,158.00	\$ 45,021.00	\$ 47,648.00	\$ 49,435.00
10	\$ 45,992.00	\$ 46,742.00	\$ 49,435.00	\$ 51,235.00
11	\$ 48,733.00	\$ 49,528.00	\$ 52,383.00	\$ 54,290.00
12	\$ 51,474.00	\$ 52,314.00	\$ 55,331.00	\$ 57,345.00
13	\$ 54,217.00	\$ 55,100.00	\$ 58,279.00	\$ 60,400.00
<b>LONGEVITY</b>	<b>14-15 YEAR</b>	<b>16-20 YEAR</b>	<b>21-24 YEAR</b>	<b>25+YEARS</b>
	\$ 4,275.00	\$ 4,475.00	\$ 4,975.00	\$ 5,175.00

5. Only teachers hired during the 2011-2012 and beyond will be on the 13 Step Salary Schedule. All current teaching staff will remain on the 11 Step Salary Schedule.
6. 2011-2012 - 1 year salary schedule freeze  
 Teachers would move up to the next salary schedule step and receive ¾ of the step raise.  
**NOTE:** Those on the 11<sup>th</sup> step would move to longevity and receive ¾ longevity step raise.  
 2012-2013 Re-open for negotiations.  
 Salary schedule in school year 2012-2013 must be agreed upon (settled) by June 30, 2012 or Public Act 336 of 1947 MCL 423.215b becomes effective immediately for school year 2012-2013.

**ARTICLE 37  
EXTRA DUTY PAY**

The extra duty pay shall be determined by a Joint Committee which consists of the Administration and the Federation and shall be attached to this Agreement. See Attachment B.

**ARTICLE 38  
DURATION**

This contract shall commence on July 1, 2011 and shall remain in full force and effect until June 30, 2013.

**BROWN CITY BOARD OF EDUCATION**

**BROWN CITY FEDERATION OF TEACHERS**

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DATED: \_\_\_\_\_

DATED \_\_\_\_\_



**APPENDIX A - 2011-2013 SCHOOL CALENDAR**

**APPENDIX B**

ACTIVITY	2011-2012
Varsity Football	\$ 4,811.00
Asst. Varsity Football	\$ 3,403.00
Asst. Varsity Football	\$ 3,403.00
Jr. Varsity Football	\$ 3,069.00
Jr. Varsity Asst. Football	\$ 2,346.00
Jr. High Football	\$ 1,781.00
Assistant Jr. High Football	\$ 1,311.00
Varsity Boy's Basketball	\$ 4,811.00
Varsity Girl's Basketball	\$ 4,811.00
Assistant Varsity Boy's Basketball	\$ 2,816.00
Assistant Varsity Girl's Basketball	\$ 2,816.00
Jr. Varsity Boy's Basketball	\$ 2,766.00
Jr. Varsity Girl's Basketball	\$ 2,766.00
Freshman Boy's Basketball	\$ 2,285.00
Freshman Girl's Basketball	\$ 2,285.00
8th Grade Boy's Basketball	\$ 1,781.00
8th Grade Boy's Basketball	\$ 1,781.00
8th Grade Girl's Basketball	\$ 1,781.00
8th Grade Girl's Basketball	\$ 1,781.00
7th Grade Boy's Basketball	\$ 1,781.00
7th Grade Boy's Basketball	\$ 1,781.00
7th Grade Girl's Basketball	\$ 1,781.00
7th Grade Girl's Basketball	\$ 1,781.00
Cross-Country	\$ 3,908.00
Cross-Country Assistant (if 20+ participants)	\$ 1,473.00
Varsity Volleyball	\$ 3,908.00
Jr. Varsity Volleyball	\$ 2,380.00
Freshman Volleyball	\$ 1,672.00
8th Grade Volleyball	\$ 1,148.00
8th Grade Volleyball	\$ 1,148.00
7th Grade Volleyball	\$ 1,148.00
7th Grade Volleyball	\$ 1,148.00
Varsity Baseball	\$ 3,908.00
Varsity Softball	\$ 3,908.00
Assistant Varsity Baseball (if 14+ participants)	\$ 2,169.00
Assistant Varsity Softball (if 14+ participants)	\$ 2,169.00
Jr. Varsity Baseball	\$ 2,380.00
Jr. Varsity Softball	\$ 2,380.00
Varsity Boy's Track	\$ 3,908.00
Varsity Girl's Track	\$ 3,908.00
Assistant Varsity Track	\$ 2,139.00
Girl's Junior High Track (if 14+ participants)	\$ 1,781.00
Boy's Junior High Track (if 14+ participants)	\$ 1,781.00
Golf	\$ 3,069.00
Wrestling	\$ 3,908.00
Assistant Varsity Wrestling (if 20+ participants)	\$ 1,473.00
Cheerleaders - Competitive	\$ 2,346.00

<b>ACTIVITY</b>	<b>2011-2012</b>
Cheerleaders - Varsity	\$ 1,877.00
Cheerleaders - Jr. Varsity	\$ 1,761.00
Cheerleaders - 8th Grade	\$ 779.00
Cheerleaders - 7th Grade	\$ 779.00
Additional \$150.00 per coach for post-season tournaments for non-automatic regional competition	
Emergency Medical Technician	\$ 609.00
Yearbook	\$ 2,233.00
Band	\$ 3,654.00
Chorus	\$ 1,403.00
A-V Coordinator	\$ 1,871.00
Play Director	\$ 902.00
Gifted/Talented Coordinator - High School	\$ 1,759.00
Gifted/Talented Coordinator - Elementary	\$ 1,759.00
District Wide G/T Coordinator	\$ 213.00
<b>CLASS SPONSORS:</b>	
12TH	\$ 597.00
12TH	\$ 597.00
11TH	\$ 810.00
11TH	\$ 810.00
10TH	\$ 426.00
10TH	\$ 426.00
9TH	\$ 320.00
9TH	\$ 320.00
8TH	\$ 298.00
8TH	\$ 298.00
7TH	\$ 298.00
7TH	\$ 298.00
National Honor Society	\$ 639.00
Student Council	\$ 854.00
Art Club	\$ 426.00
S.A.D.D.	\$ 426.00
Future Teachers (to be negotiated)	
Academic Games - Math	\$ 274.00
Academic Games - Language Arts	\$ 274.00
Academic Games - Science	\$ 274.00
Academic Games - Social Studies	\$ 274.00
Junior High Quiz Bowl	\$ 274.00
High School Quiz Bowl	\$ 609.00
Junior High Academic Track (Test Coach)	\$ 274.00
Junior High Academic Track (Music Coach)	\$ 274.00
Junior High Academic Track (Non-Music Coach)	\$ 274.00
Math Pentathlon	\$ 274.00
Classroom Supervision - per hour	\$ 15.73
Driver Education - per hour	\$ 21.32
Homebound - per hour	\$ 21.32
Mileage - per mile	IRS rate

Brown City Federation of Teachers (BCFT) members shall receive a yearly Brown City Athletic Pass at the start of each school year. In exchange, BCFT members agree to work voluntarily at three (3) sporting events during the school year. BCFT members who elect to receive this Brown City Athletic Pass must notify the Athletic Director before the first Home sporting event. All work schedules will be assigned in cooperation and recorded by the Athletic Director.