

Agreement

Between

The Board of Education,
Bridgeport-Spaulling Community Schools

-and-

The Bridgeport Education Association

September 1, 2018 – August 31, 2019

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AGREEMENT

PREAMBLE

.01 THIS AGREEMENT ENTERED INTO as of the first of September, 2018 and dated as of , _____2018, by and between the Board of Education, Bridgeport-Spaulding Community Schools, Bridgeport, Michigan, hereinafter called the "Board," and the Bridgeport Education Association, hereinafter called the "Association."

.02 WHEREAS, the Board and the Association believe in the importance of schools as an agency for the preservation and extension of our democracy; and

.03 WHEREAS, the parties to this Agreement have a common goal of providing the best possible education for all children consistent with community resources and all other resources; and

.04 WHEREAS, the Board of Education is elected by the taxpayers for the purpose of establishing education policies that reflect the desire and needs of the community; and

.05 WHEREAS, the parties agree that the Administration should retain the right to administer all school programs in accordance with the policies of the Board of Education and the terms of this ensuing agreement; and

.06 WHEREAS, it is a mutual responsibility of all personnel in the Bridgeport-Spaulding Community School District to insure that the classroom teacher is fully supported in all reasonable measures taken by him/her to maintain good order and discipline in his/her classroom; and

.07 WHEREAS, the parties acknowledge that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed to insure that the energy of the teachers is primarily utilized to this end; and

.08 WHEREAS, the success of the Bridgeport-Spaulding Community School District education program is dependent upon the knowledge, skill and creativity of teachers and administrators; and

.09 WHEREAS, to obtain this goal it is imperative that there be understanding and cooperation between the teachers in the classroom, the administration and the Board which is responsible for the operation of the school system; and

.10 WHEREAS, the parties of this Agreement believe that the best interest of public education will be served by establishing procedures to bargain with teacher representatives in matters of common concern and to provide orderly channels for appeals should any differences not be resolved; and

.11 WHEREAS, the Association has been duly selected by a majority of teachers as exclusive representatives of teachers for purposes of dealing with the Board on matters of teacher concern; and

.12 WHEREAS, the laws of the State of Michigan authorize collective bargaining for public employees and authorize public employees to enter into collective bargaining agreements with the representatives of their employees; and

.13 WHEREAS, the parties desire to incorporate such an agreement and certain other matters into a written document and believe that such action is in the best interest of the community, children, school system and teachers.

.14 THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

1.1 The Board hereby recognizes the Association as the exclusive bargaining unit representative to the extent required by Act 379 of the Public Acts of 1965 for the following employees: All Certificated Classroom Teachers, Guidance Counselors, Speech Pathologists, School Librarians, School Social Workers, and School Psychologists but excluding Superintendent, Assistant Superintendents, Principals, Assistant Principals, Director of Business and Support Services, Administrative Assistants and other supervisory and executive personnel, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment. The term "Teacher" when used hereinafter in this Agreement shall refer to all bargaining unit employees recognized in this paragraph whose employment is regulated by the Michigan Teachers' Tenure Act, as amended, and "ancillary staff" shall refer to all bargaining unit employees recognized in this paragraph whose employment is not regulated by the Act, and such references shall mean both male and female teachers. When the term "bargaining unit employees" is used hereinafter, it refers to all bargaining unit employees recognized in this paragraph regardless of their status under the Tenure Act.

ARTICLE 2 DUES CHECKOFF

As of January, 2012, the following language in Article 2 is not enforceable.

2.1 The Bridgeport-Spaulding Board of Education agrees that as early as practicable after the date of the Agreement, payroll deduction for the payment of Bridgeport Education Association and Michigan Education Association and/or National Education Association dues shall be made from the pay of the employees who voluntarily request such dues deduction, who are members in good standing of the Association and who are employed in occupations listed under the Recognition Clause of this Agreement.

2.1.1 In the event a teacher does not pay the service fee directly to the Association or authorize payment through payroll deduction as herein provided, the Board shall, upon the request of the Association, deduct the service fee from the wages of the teacher in the same manner as provided elsewhere pursuant to MCLA 408.477.

2.2 The Association shall present the Board with a certified check-off list along with proper authorization for check-off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the employee for any deduction made and paid over to the Association which may later be held to have not been authorized by the individual involved or which may constitute illegal deductions.

2.2.1 The Board will cause to be paid to the Association a representation fee as established by the Association, which will be deducted from the pay of members of the bargaining unit who choose not to join the Association. In the event that the bargaining unit member shall not pay such representation fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made, and paid to the Association, in the same fashion as regular dues deduction.

2.2.2 Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

2.3 The Association shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the payment to the Association of any sums deducted under this Article, and, in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Association shall at the request of the Board intervene and defend any such action or claim, otherwise the Association shall reimburse the Board for reasonable costs associated with representing itself.

2.4 When an employee does not have sufficient money due him, after deductions have been made for Social Security, Insurance, Garnishments, etc., or any other deductions authorized by the employee or required by law, Association dues for that month will be collected by the Association directly from the employee.

2.5 If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him/her for that period, no deduction shall be made. The Association will arrange collection of dues for that period directly with the employee.

2.6 All deductions of Association dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Association.

ARTICLE 3 TEACHERS' RIGHTS AND RESPONSIBILITIES

3.1 Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teachers from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

3.2 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

3.3 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.

3.4 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 an employee organization.

3.4.1 The Association agrees that any grievance concerning an alleged violation of this clause that is resolved in the Grievance Procedure will be final and binding and the Association will not participate in any other hearings.

3.5 A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or at any arbitration proceedings, shall be released from regular duties without salary.

ARTICLE 4 BOARD RIGHTS AND RESPONSIBILITIES

4.1 Subject to the provisions of this Agreement, the Board on its own behalf and on behalf of the electors of the District reserves and retains unto itself full rights, authority

and discretion in the discharge of their duties and responsibilities to control, supervise and manage the Bridgeport-Spaulling Community School District and its professional staff under the laws and the Constitution of the State of Michigan and of the United States.

4.2 The exercise of the foregoing rights, authority and discretion shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

4.3 The parties agree that this contract incorporates their full and complete understanding and that any prior oral or written agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral or written understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE 5 NO STRIKE

5.1 The Association and the Board recognize that strikes and other forms of work stoppage by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE 6 TEACHING HOURS

6.1 Teacher hours can be varied to start no sooner than 7:00 a.m. nor end later than 4:00 p.m., except a teacher will not be required to remain at school in excess of seven and one-half (7 ½) consecutive hours a day in grades K-12.

6.2 All teachers K-12 (except teachers referenced in 6.1.1 above) will be guaranteed a thirty (30) minute duty-free lunch period.

6.2.1 Teachers' duty-free lunch period shall begin no earlier than 10:20 a.m. and end no later than 1:30 p.m.

6.3 Teachers of grades 6-12 will not be required to meet in classes in excess of five (5) periods per day plus homerooms.

6.4 All elementary teachers will be provided five (5) hours of preparation time per week, which shall include one (1) continuous forty-five (45) minute period per day. It is agreed that the administration may use some of this time for meetings. However, it is agreed that 80% of this time will be available for preparation. On shortened work weeks the normal daily schedule will be followed.

6.4.1 All elementary teachers will not be required to provide pupil instruction in excess of:

DAILY	WEEKLY
5 hours 45 minutes	28 hours 45 minutes

6.4.2 No elementary teacher will be required to serve more than five (5) hours per week in supervision including homerooms.

6.4.3 Teachers and Principals will work together to try to alleviate the necessity of scheduling teachers on duty for longer than two and one-half (2 ½) hours without a break.

6.4.4 Should the administration implement a team approach in the elementary grades, Section 6.4 shall be open for negotiations.

6.5 Teachers in grades 6 – 12 will be provided a daily preparation period equal to a class period. When team teaching is assigned by the administration in the middle school, the team members will be provided daily team preparation of at least 45 minutes in addition to their individual preparation period. When a teacher voluntarily teaches an extra period on a permanent basis, the extra period will replace that teacher's individual preparation period. However, it is agreed that 80% of this time will be available for preparation. On shortened work weeks the normal daily schedule will be followed.

6.5.1 The homebase in middle school will be a period of not more than 30 minutes. The time spent in homebase shall be considered to be teaching time, but not a teaching preparation. A merit rate of \$3.00 per day per student overload will be paid to any teacher assigned a homebase that exceeds 25 students.

6.6 Elementary teachers will supervise recess on a rotating basis.

6.7 Working hours will be mutually agreed upon between the School Social Workers and School Psychologist and their immediate supervisor and are not subject to the 7:00 a.m. to 4:00 p.m. working day.

6.8 Attendance at PTA/PTO meetings shall be an individual professional decision and under no circumstances shall teachers be required to attend.

6.9 All teachers shall attend a reasonable number of meetings called by the administration.

6.9.1 Building meetings called by the Principal or internal building administration will not exceed fifteen (15) per year.

6.9.2 Reasonable notice will be provided along with a tentative agenda for all building meetings.

6.10 An attempt will be made by the administration to arrange K-12 teacher-parent conferences to coincide with achievement evaluations (report cards).

6.11 In the event that evening teacher-parent conferences are scheduled by the administration, compensatory time will be provided at a mutually agreed upon day.

The Board and the Association shall define the appropriate parent/teacher conference schedule that best addresses the process needed to communicate with parents and guardians relative to academic progress as well as any matters pertaining to student achievement. The schedule of such activities shall be included in the school calendar.

ARTICLE 7 ASSIGNMENT

7.1 All teachers who are providing instruction, through whatever medium, shall comply with Federal and State laws regarding qualifications and certification. Compliance with all standards contained in the Highly Qualified provision of Every Student Succeeds Act (ESSA), December 10, 2015 shall govern all teaching assignments. Any modification or revision in "Highly Qualified Status" shall be implemented as soon as is practicable.

7.2 Where the necessity of change is known prior to June 1, the teacher shall be notified and given an opportunity for consultation, as soon as possible and at least prior to June 1. A teacher who is involuntarily reassigned shall, upon request, be released from any previous contractual or tenure obligation.

7.3 The Administration agrees that by June 1, teachers will be given their tentative assignment for the following school year. Any revised assignments will be given by August 15, after which teachers will be notified as soon as practical of any change prior to the opening of school. In the event of layoffs following the opening of school, the teachers and the association shall be provided prompt notice of such assignments.

7.4 Teachers in grades 6 – 12 shall not be required to teach more than two (2) fields nor more than three (3) teaching preparation classes. A "prep" shall be defined as one subject on one level requiring one plan by the teacher. Each "prep" in excess of three (3) shall be paid at a rate of 1/12 for a one semester class or 1/6 of the teacher's salary

for a class that is over two semesters. There will be no double dipping if a teacher goes up a step.

7.5 Highly Qualified Teacher Recognition

7.5.1 A teacher that has been recognized as “highly qualified” under the ESSA legislation of 2015 by the Board or another Michigan school district shall be recognized as “highly qualified” by this school district for the duration of his/her employment. If the rules related to “highly qualified” under ESSA 2015 change, the parties agree to revisit this section.

7.6 Professional Development (PD) or Professional Learning Community (PLC) topics and documentation will be kept by the District yearly and made available to staff to use towards professional development hours as defined by the State of Michigan. I.E. Late start Wednesdays.

ARTICLE 8 TRANSFERS

8.1 In the event of the transfer of a currently employed teacher, to a new building assignment during the contractual school year, any teacher so affected shall receive two (2) working days at per diem rate to make the move.

8.2 When a teacher is transferred between elementary, middle or high school levels, the following provisions shall apply:

a. In-service training will be provided as determined by an agreement between the principal and teacher subject to central administration approval.

b. The teacher will be provided with the appropriate teaching materials that are determined to be necessary for optimal student achievement together with the appropriate administrator.

ARTICLE 9 VACANCIES

9.1 Whenever any vacancy, which the Board intends to fill, in any professional position in the bargaining unit shall occur, the Board shall publicize the same by giving written notice of such vacancy. A vacancy shall be defined as:

a. Open positions prior to September 30, which occur after all employees within a building have been assigned;

b. Open positions, which occur after September 30 due to resignation, retirement or termination of a current bargaining unit member, which the Board intends to fill. Vacancies occurring during the regular school year

will be posted in each school building in which teachers are assigned. Vacancies that occur during the summer vacation period will be posted in the Educational Services Building and copies sent to the President of the BEA. Any summer issue of the internal district newsletter will include any known vacancies in the bargaining unit at the time of the publication.

9.2 Any vacancy, which occurs after September 30, may be filled on a temporary basis for the remainder of the semester. Such vacancy will be posted for at least fifteen (15) days. Vacancies, which occur after initial assignments have been made within a building and prior to September 30, shall be posted for at least five (5) working days, with a copy sent to the President of the Association.

ARTICLE 10 TEACHING CONDITIONS

10.1 Damage to Personal Property

10.1.1 If in the performance of regular or assigned teaching duties a teacher, without negligence on his/her part, shall suffer damage to or theft of his/her clothing, or other personal property, but not including damage to automobiles or loss of money, to the extent of \$5.00 but not more than \$200.00 per year, the Board shall make reimbursement. The Board may require subrogation, assignment and full cooperation by such teacher in seeking recovery from any party responsible for said loss.

10.1.2 The Board agrees to provide protective clothing for teachers in the chemistry and industrial arts areas.

10.2 Hazardous Weather

10.2.1 When hazardous conditions prevent the opening of school, teachers shall not be required to report.

10.3 Reporting Absences

10.3.1 The teacher shall be informed of the appropriate process to follow when not reporting to work. Call prior to 6:00 a.m. at the secondary and 6:45 a.m. at the elementary, whenever possible to report unavailability for work. Whenever possible teachers should give the maximum amount of notice when they become aware that they will not be available for duty. Failure to report an absence could result in disciplinary actions.

10.4 Materials

All teachers will be provided with basic instructional supplies. Supplementary supplies will be provided through mutual agreement between the teacher and building administration.

10.5 Collection of Monies

10.5.1 Teachers will not be required to collect money during the school year as far as administratively possible.

10.6 Daily Attendance Procedures

10.6.1 Teachers shall be responsible for daily attendance procedures.

10.6.2 Classroom teachers will not be required to tabulate attendance summary records or enter attendance in CA 60's.

10.7 Class Size

10.7.1 Inasmuch as the pupil-teacher ratio is directly related to the volume of a teacher's work, efforts will be made to achieve a goal of twenty-nine (29) students as the maximum, and if at any time the number of students assigned to a K-5 classroom exceeds thirty-one (31) in the school year then a merit rate of \$15.00 per student for each student in the overload will be paid per day. For the purpose of this section, each Kindergarten section will be considered a separate classroom.

10.7.2 For teachers in grades 6-8 assigned to team teaching by the Administration, class overload payments for the individual team members shall be made on the following basis:

Class size shall not exceed thirty-one (31) students per class averaged over a week. Anytime a student load exceeds this limit, a merit rate of \$3.00 per day per overload will be paid to the teacher with the overload class.

Exploratory classes in grades 6-8 shall not exceed thirty-one (31) students per class averaged over a day. Anytime a student load exceeds this limit, a merit rate of \$3.00 per day per student overload will be paid.

Exploratory Overload Formula:

[(Total exploratory students assigned to teacher divided by the number of exploratory classes taught by teacher) minus 31 students] times \$3.00 times individual's exploratory F.T.E.

10.7.3 In grades 9 through 12, class size shall not exceed thirty-one (31) students per class averaged over a week. Anytime a student load exceeds this limit, a merit rate of \$3.00 per day per student overload will be paid. Payment for overloads will be made at the end of each marking period in accordance with administrative procedures.

10.7.4 The foregoing standards are subject to modification for educational purposes such as specialized or experimental instructions (i.e. music, physical education, study hall, etc.).

10.7.5 Overload Pay – A classroom teacher who is absent shall receive the overload pay during the first six (6) consecutive instructional days of the absence. Class lists shall be accurate by the end of the second full week of school. Overload payments will be made for actual students in the class and payment for overload will occur by the end of each semester.

10.7.6 In the event the Administration finds it necessary to create combination grade classrooms (i.e. two grade levels assigned to the same general education classroom, grades 1-6), the following conditions will be met:

- a. If there are teachers who volunteer for any such combination classrooms the Administration shall assign the split class to one of the volunteers.
- b. In any combination grade classrooms that exceed 25 students, the teacher will be provided a half-time aide up to 28 students and a full-time aide in a classroom exceeding 28 students.

10.8 Children shall not be assigned to any classroom in larger number than the capacity of the teaching facilities available in that classroom.

10.9 Class Facilities – Except on a temporary basis, no unusual facilities shall be used for classrooms. The Board shall attempt, as in the past, by continued long-range planning, to avoid the need for using such facilities. Special Services teachers will be assigned classroom space appropriately equipped, adequate for the maximum number of students assigned to that teacher at one time. No teacher will be required to share classroom space while actually engaged in instruction, unless by mutual consent or when one teacher is providing support services to the other.

Where emergency circumstances require the temporary use of unusual facilities, adequate lighting, classroom equipment, and privacy from external noise and disruption will be provided. For the purposes of this Article, unusual facilities will include hallways, gymnasiums, auditoriums, former office spaces, storerooms, project rooms, multi-purpose rooms, libraries, and bathrooms.

Where former non-classroom areas may have been converted to permanent classrooms of a standard comparable to other permanent classrooms, this clause need not apply.

10.10 The Administration will make an effort to provide proper environment and equipment for special services teachers and their pupils. At a minimum, chalkboards, bulletin boards and electrical outlets will be provided, as well as mirrors for speech teachers and a storage space in each building for records for special services teachers.

10.11. Bulletin Boards – At least one (1) bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Association for the purpose of posting material dealing with the proper and legitimate Association business.

10.12 Use of School Buildings – The Association and its members may use school building facilities at all reasonable hours for meetings, subject to the reasonable rules and regulations which uniformly apply to the use of the school facilities.

10.13 Mailboxes – Teachers' mailboxes and the inter-school mail service may be used by the Association and its members for the transmission of communications.

10.14 The internal district newsletter may be used by the Association for announcements regarding meetings.

10.15 Telephones – To provide better communications with parents, telephones will be installed in teachers' lounges.

10.16 Lounges – The Board shall make available in each school, lunchroom, restroom, and lavatory facilities where at all possible for teachers' use and at least one room adequately furnished which shall be reserved for use as a faculty lounge.

10.17 Association Conferences – The Board of Education shall permit a person or persons designated by the Association a maximum of fifteen (15) days total absence, without loss of pay, to attend Association business. The Association shall make such request one (1) week prior to the date of such conference. If additional Association days are needed, the Association shall reimburse the district for the cost of the substitute. No more than five (5) additional days may be used by the Association.

Section 1248 of the School Code and section 15(3)(k) of PERA

10.18 Area of competence is effective for all employees hired after July 1, 1987, in the subject areas of English, math, science and social studies.

10.18.1 Seniority is defined as years of service to the Bridgeport-Spaulling Community School District as a member of the bargaining unit regardless of full or part time status. Employees who have had their seniority interrupted by termination of employment with the Bridgeport-Spaulling Community School District shall be placed on the seniority list with a hire date reflecting total district

seniority, but will be less senior than other employees with the same date of hire.

10.18.2 In the circumstances of more than one (1) individual beginning employment on the same date, two (2) representatives of the Association and two (2) representatives of the Board will participate in a drawing to determine position on the seniority list. Teacher(s) so affected will be notified in writing of the date, place and time of the drawing.

10.18.3 A laid off teacher may continue his/her health, dental and life insurance benefits by paying each month in advance the normal per subscriber group rate premium for such benefits to the Board, upon consent of the carrier.

10.19 The board agrees that all teachers released from extra duties for which extra compensations paid shall be notified in writing as soon as possible. Such notification shall include reasons for dismissal.

10.20 Release Time for BEA President – The Board agrees to release the BEA President for school board meetings called during school hours provided, (A) the BEA pay the cost of a substitute teacher, (B) the BEA president initiates notification of absence from class, (C) appropriate substitute arrangements can be made.

10.21 Decisions made by site-based decision-making committees shall not violate this agreement or Board policy. Participation on a site-based decision-making committee is voluntary and shall not be a part of a teacher's evaluation, or otherwise used to discipline the teacher.

ARTICLE 11 EVALUATION

11.1 Official teacher files shall be maintained under the following circumstances:

11.1.1 Personnel files of all bargaining unit members shall be maintained in accordance with all applicable federal and state laws. No material of any kind may be placed in a personnel file unless the bargaining unit member is informed. Only legally permissible materials may be placed in the personnel file. All items in the file shall be maintained in accordance with the State of Michigan Records Retention Guidelines or by specific contract definition. Material that reflects allegations or charges against a teacher shall not be placed in a file unless there has been a proven conclusion to a matter under investigation. The teacher shall have an opportunity to place any information in his/her file refuting or countering a document that the teacher believes to be incorrect or inaccurate.

11.1.2 The parties agree that the policy of not employing electronic devices to evaluate ancillary staff without their consent will be continued.

11.1.3 Only one evaluation form for ancillary staff shall be used district-wide. The evaluation form shall not be changed without prior consultation with the Association.

11.2 Evaluation of Staff

11.2.1 Ancillary staff shall be evaluated only by district administrators.

11.2.2 The evaluation cycle shall be defined as having (1) pre-observation conferences; (2) work station observations; (3) post observation conference(s); and (4) a written evaluation.

11.2.3 No ancillary staff shall be observed during the first or last two weeks of the school year or on the day before or after a school holiday.

11.2.4 Workstation observations will occur within 10 working days of the pre-observation conferences.

11.2.5 Post-observation conferences will be conducted within ten school days of the observation. Any unsatisfactory behavior shall be supported by observation and identified by the evaluator.

11.2.6 The written evaluation must be provided to the ancillary staff no more than twenty days following the last observation.

11.2.7 Should the observations demonstrate that an ancillary staff employee has any area that needs improvement, the evaluator shall develop a plan of improvement which:

1. Identifies specifically the area that needs improvement.
2. Provides the bargaining unit member with specific, appropriate written recommendations for improvement, which are stated in behavioral terms, measurable and observable.
3. Develops a fair and workable timeline for such improvement, this timeline shall include follow-up visit(s) to evaluate the area(s) of concern.
4. Provide a positive program of assistance that may include material resources, consultant services and sufficient time during the school day to implement the recommendations of the evaluator.

ARTICLE 12 PROTECTION OF TEACHERS

12.1 Special Needs Children

12.1.1 The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

12.1.2 Students suspected of qualifying for special education services will be referred for evaluation to the Child Study Team. Students identified as possibly being able to benefit from special education services will be referred to the appropriate diagnostic professional staff for evaluation.

12.1.3 The number of mainstreamed students per class shall be reviewed by the administration periodically to determine if the numbers are fairly distributed among the various classes. An attempt shall be made to avoid excessive numbers in any particular class.

12.1.4 Students with special needs that are identified in an IEP and are in a general education classroom will be assisted according to the provisions of the IEP.

12.2 To follow Michigan Compiled Laws (MCL), 380.1311 regarding expulsion and suspension of a pupil will be referenced. Based on the MCL, in the event of an alleged assault or battery on a teacher, or the display of a weapon, an informal hearing with the student and administrator will be held immediately, and if it is determined that the student did, in fact, engage in such behavior, the student will be immediately suspended from school, suspended from class, or receive other appropriate punishment.

12.2.1 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, provided the teacher was performing teaching duties in accordance with Board and School policies either written or oral.

12.2.2 Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher if the teacher was acting in accordance with Board and School policies.

12.3 Teacher evaluation of student progress is a professional decision of the teacher and shall be handled as a matter of strictest confidence.

**ARTICLE 13
DISCIPLINE**

13.1 Any ancillary staff who is formally disciplined, reprimanded or who suffers a reduction in pay, may process a grievance under the procedures established in this Agreement if such discipline is not for just cause.

13.2 No bargaining unit member shall be reprimanded or disciplined in front of students or other non-administrative staff member.

**ARTICLE 14
GRIEVANCE PROCEDURE**

14.1 Definition

14.1.1 A grievance shall mean a complaint by a bargaining unit member alleging a dispute or violation of this Agreement including the interpretation or application of a specific provision of this Agreement.

14.2 Procedure

14.2.1 A bargaining unit member who feels that he/she has a grievance shall first take up the matter verbally with the Principal of the school within five (5) working days following the act or condition which is the basis of his/her grievance, who will attempt to resolve it with the grievant. A "working day" shall be defined as a day when the central administration office is open.

14.2.2 Within five (5) working days of receipt of the grievance, the Principal shall arrange a conference with the teacher at a mutually agreeable time. At the time of the conference, the teacher and/or Association representative may appear. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the parties. Unless mutually agreed by the parties, the Principal shall answer such grievance in writing within five (5) working days of the meeting.

14.2.3 If the grievance is not resolved at this level, the bargaining unit member shall, within ten (10) working days of receipt of the response, reduce the grievance to writing specifying the section of the contract allegedly violated, the events that caused the alleged violation and the remedy requested, and file such grievance with the Superintendent. If the Principal did not provide a written response, the grievant may file this grievance within fifteen (15) working days of the meeting.

14.2.4 Within ten (10) working days of receipt of the grievance or such other time as mutually agreed to, the Superintendent, or designated representative, shall

schedule a conference with the parties. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher(s).

14.2.5 Within ten (10) working days of the meeting, or such other time as mutually agreed to, the Superintendent shall answer such grievance in writing.

14.2.6 If a satisfactory resolution is not reached, the Association may request in writing that this matter be mediated with a representative of the Michigan Employment Relations Commission. Such notice shall be mailed within 14 days of the Superintendent's response. If mediation is not requested the Association shall file a Notice of Arbitration within 21 days of the Superintendent's response. The parties agree to use either the American Arbitration Association or the Federal Mediation and Conciliation Service if the parties cannot mutually agree to the selection of an arbitrator.

14.2.7 The authority of the arbitrator shall be limited to the interpretation of the terms and conditions of the collective bargaining agreement and he/she shall not alter or amend any term or condition hereto and the decision of the arbitrator shall be final and binding on the parties.

14.2.8 Each party hereto shall be responsible for their own costs and fees of the arbitration process.

ARTICLE 15 PROFESSIONAL COMPENSATION

15.1 Salaries

Step	2018-19 BA	2018-19 MA	2018-19 MA30
.0	\$36,110	\$37,847	\$40,362
.5	\$36,498	\$38,235	\$40,749
1	\$36,882	\$38,622	\$41,137
1.5	\$37,463	\$39,203	\$41,715
2	\$38,044	\$39,783	\$42,297
2.5	\$38,622	\$40,362	\$42,878
3	\$39,203	\$40,944	\$43,457
3.5	\$39,783	\$41,525	\$44,037
4	\$40,362	\$42,105	\$44,619
4.5	\$41,231	\$42,973	\$45,489
5	\$42,105	\$43,843	\$46,357
5.5	\$42,973	\$44,716	\$47,228
6	\$43,843	\$45,585	\$48,098
6.5	\$44,716	\$46,455	\$48,967

Step	2018-19 BA	2018-19 MA	2018-19 MA30
7	\$45,585	\$47,325	\$49,838
7.5	\$46,455	\$48,195	\$50,709
8	\$47,325	\$49,067	\$51,580
8.5	\$48,484	\$50,323	\$52,933
9	\$49,642	\$51,580	\$54,287
9.5	\$50,805	\$52,834	\$55,638
10	\$51,967	\$54,091	\$56,933
10.5	\$53,125	\$55,350	\$58,347
11	\$54,287	\$56,604	\$59,700
11.5	\$55,447	\$58,250	\$61,535
12	\$57,379	\$59,893	\$63,374
12.5	\$57,373	\$62,242	\$65,988
13	\$58,521	\$64,591	\$68,652

August 27, 2018 Agreement for the 2018-19 Contract:

- 1 step for all members on steps.
- 1 additional step for all members that are behind due to prior pay freeze.
- Meet within 10 days following the October audit Board meeting to begin negotiating a future multi-year contract.
- Teachers hired in the 2018-19 school year will start at step 1.

Longevity: After 14 years teaching - \$1,600
 After 20 years teaching - \$2,100
 After 25 years teaching - \$2,600
 After 30 years teaching - \$3,100

15.1.1 For the purpose of this agreement, the phrase "MA +30" means that the teacher has a Master's degree, plus an additional 30 hours of credit obtained beyond the Master's degree.

15.1.2 A teacher on 2/3 schedule shall receive 2/3 of the salary on his/her corresponding step and lane.

15.2 Longevity

15.2.1 Longevity shall be defined as years of service (on the active payroll) in the Bridgeport-Spaulding Community School District and any Board approved credit granted upon time of employment.

15.3 Salary Adjustments

15.3.1 Salary adjustments shall be made on an annual basis. Teachers employed by the District for any portion of a semester shall be granted one semester of experience credit. Annual salaries for teachers having a half-year experience, at

the start of school year, shall be equal to the average of the two (2) salary steps within which the teacher falls.

15.3.2 When teachers are employed or recalled, their experience outside the Bridgeport-Spaulding Community School District shall be evaluated by the Board of Education and credit may be allowed whenever the prior service of the teacher is deemed satisfactory.

15.3.3 All salary adjustments for advanced degrees will be made on a semester basis. Teachers earning enough credit to be placed on a higher schedule during the contract year will be adjusted at the beginning of the next succeeding semester, provided the necessary credentials are given the Administration prior to the start of that semester.

15.4 The above salary payments are for the contractual days per school year listed below. Teachers who are required to work longer will have their salary adjusted accordingly in an amount equal to their normal pay. In the event that the State of Michigan extends the school year, teachers will receive additional compensation at their daily rate of pay.

RETURNING TEACHER DAYS

180 student days

5.0 professional development 2 workdays

NEW TEACHER DAYS

180 student days

5.0 professional development 2 workdays

15.4.1 A teacher's daily rate of pay is determined by dividing his/her contractual salary by the contracted number of days in Article 15.4.

15.4.2 Hourly pay is determined by dividing daily pay by the number of contract hours in Article 6.

15.5 Upon submission of a properly signed and executed document from the annuity company, the Bridgeport-Spaulding Community School District will make payroll deductions for the purpose of qualified tax-deferred annuities. New enrollments and changes in tax-deferred annuity programs may be processed throughout the year. Within five (5) working days following the dates when such sums have been deducted, the Board will pay the amounts to the companies specified on the annuity document.

**ARTICLE 16
NON-ROUTINE ASSIGNMENTS**

16.1 Teachers who agree to give up their preparation period to substitute in a class will receive the hourly contracted rate. This sub pay will be prorated per minute for any classes in excess of fifty-five (55) minutes. The parties agree that no violation of this article will occur when members of the administration substitute in class.

In the event unforeseen and emergency circumstances result in an elementary teacher being required to spend more than the contractual hours of instruction time in one week

before students, the teacher will receive extra compensation in an amount equal to his/her hourly rate of pay as defined in 15.4.2.

16.2 Chaperoning bus (outside school hours) \$20.00 per trip or 20 cents a mile, whichever is greater.

16.3 Chaperone school dances	\$20.00
Game Managers	
Varsity football	\$40.00
JV/Varsity Basketball (2 games)	\$40.00
JV/Varsity Basketball (1 game)	\$35.00
Varsity hockey, wrestling, volleyball	\$35.00
Others	\$25.00
Other Game Workers	
Ticket sellers, crowd control, announcer, Time keeper, spotter, groundskeeper, Ticket taker	\$20.00

16.4 The following hourly teaching rate will be paid to teachers performing these assignments:

Driver Education	\$23.00
Summer School	\$23.00
Home Bound Teacher	Per Diem Hourly Rate
Noon Hour Supervision	\$10.00/supervised period
Dept/Grade Level Chairperson	1 hour release time or one sixth
Homebase Coordinator	Additional Salary

16.5 Any work provided by the teaching staff after school or during the summer will be voluntary and compensated at \$23.00/hour.

16.6 Any secondary teacher who voluntarily teaches an extra period per day on a permanent basis will be compensated at the rate of 1/6th of his/her salary.

16.7 The administrator responsible for recommending to the Superintendent the appointment of a department or grade level chairperson will meet and confer with the affected personnel prior to making the recommendation.

**ARTICLE 17
EXTRA-CURRICULAR ASSIGNMENTS**

17.1

Coaching Salaries 2018-2019 – Index Based on BA Step 11

Experience Level	Level Index 1	Level Index 2	Level Index 3	Level Index 4	Level Index 5
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Football

Head Varsity	5.8587%	6.5118%	7.1759%	7.8125%	8.3912%
Asst. Varsity/ Head JV	3.6183%	3.9049%	4.1942%	4.9190%	5.4977%
Asst. JV/Head 9 th	3.3289%	3.6183%	3.9049%	4.4836%	4.9190%
7 th /8 th Head	3.0396%	3.3289%	3.7616%	4.1942%	4.4836%
7 th /8 th Asst.	2.8935%	3.1829%	3.6183%	3.9049%	4.3403%

Basketball

Head Varsity	5.8587%	6.5118%	7.1759%	7.8125%	8.3912%
Asst. Varsity/ Head JV	3.6183%	3.9049%	4.1942%	4.9190%	5.4977%
9 th	3.3289%	3.6183%	3.9049%	4.4836%	4.9190%
7 th , 8 th	3.0396%	3.3289%	3.7616%	4.1942%	4.4836%

Baseball, Softball, Track

Head Varsity	4.3403%	4.6296%	5.2083%	5.6410%	6.2224%
Asst. Varsity	3.6183%	4.0509%	4.4836%	4.9190%	5.2083%
9 th	2.4581%	2.8935%	3.1829%	3.4722%	3.9049%
7 th , 8 th	2.4581%	2.7475%	3.0396%	3.3565%	3.6761%

Wrestling

Head Varsity	4.6296%	5.2083%	5.6410%	6.0764%	6.6551%
Asst. Varsity	3.1829%	3.6183%	4.0509%	4.3403%	4.7729%
9 th	2.8935%	3.1829%	3.4722%	3.7616%	4.1942%
7 th , 8 th	2.6042%	2.8935%	3.1829%	3.4722%	3.7616%

Golf, Tennis, X-Country

Head Varsity	2.6042%	2.8935%	3.1829%	3.4722%	3.9049%
Assistant	2.0255%	2.3148%	2.6042%	2.8935%	3.1829%

Hockey

Head Varsity	4.6296%	5.2083%	5.6410%	6.0764%	6.6551%
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Volleyball

Head Varsity	4.6296%	5.2083%	5.6410%	6.0764%	6.6551%
Asst. Varsity	3.1829%	3.6183%	4.0509%	4.3403%	4.7729%
9 th	2.8935%	3.1829%	3.4722%	3.7616%	4.1942%
7 th , 8 th	2.3148%	2.6042%	2.8935%	3.1829%	3.4722%

Cheerleading

Varsity	2.60%	2.89%	3.18%	3.47%	3.90%
Junior Varsity	2.02%	2.31%	2.60%	2.89%	3.18%
Freshman	1.60%	1.89%	2.18%	2.47%	2.90%
7 th & 8 th	1.10%	1.39%	1.68%	1.97%	2.40%

Pom Pon

Varsity	1.37%	1.45%	1.59%	1.74%	1.95%
Junior Varsity	1.01%	1.16%	1.30%	1.45%	1.59%

Position	2018-2019
Athletic Trainer	35.00 per game
Deca Club Advisor	650.00
Driver Education Director	935
High School Yearbook	1,250
Middle School Yearbook	500
High School Newspaper	350
Middle School Newspaper	350
Nat'l Honor Society Advisor	500
H.S. Student Council Advisor	
Middle School Student Council Advisors	200
Club Advisors	150
9 th Grade Advisors	200
10 th & 11 th Grade Advisors	325
12 th Grade Advisors	500

Vocal Music Concerts Elementary/MS/HS	125
HS Band Director	1,500
MS Band Director	750
HS Stage Band Director	750
HS Drama Coach	750 per play
Academic Track Director	600
Academic Track Coaches	50 per meet

17.2 When equally qualified, preference for assignments for all non-teaching extra-curricular activities (i.e. coaching, cheerleading, adult education, driver education, etc.) will be given to bargaining unit members regularly employed by the school district who apply for such position.

17.3 Teachers will be informed by their building administrator in writing about the appropriate procedures to follow in order to be compensated for extra curricular assignments. Principals will provide a Schedule B for each teacher with an extra curricular assignment to the Finance Director. This will be paid at the end of the school year.

ARTICLE 18 FRINGE BENEFITS

18.1 Leaves

18.1.1 Sick leave and disability (includes disability for pregnancy) at full pay is provided for all regular professional employees at the rate of thirteen (13) days per school year.

18.1.2 Unused days may be accumulated up to a maximum of one hundred seventy-five (175) provided the limit of one hundred forty-three (143) shall apply to any payout program.

18.1.3 Absence from duty for sick leave may be granted for personal illness and up to fifteen (15) days per year may be used for the following reasons at the discretion of the principal:

- a. Illness in the immediate family
- b. Death in the immediate family
- c. Death outside the immediate family
- d. Adoption of a child

18.2 Miscellaneous Provisions of Sick Leave

18.2.1 The Board of Education reserves the right to require a doctor's certificate or other evidence of illness.

18.2.2 The Superintendent shall certify as to the legitimacy of a claim for compensation for absences.

18.2.3 Immediate family shall be interpreted as father, mother, spouse, child, sister, brother, or a dependent of the immediate household, stepchildren, father-in-law, and mother-in-law, stepmother, stepfather, stepfather-in-law and stepmother-in-law.

18.2.4 The sick leave reserve will remain intact during an officially granted leave of absence.

18.2.5 Any teacher having exceeded his/her accumulated sick leave days may request additional days. The request shall be made in writing to the Sick Leave Review Board. The Board shall consist of representatives of the Bridgeport Education Association as determined by its Constitution and by-Laws. The Sick Leave Review Board shall have the right to grant or suspend additional sick leave days and shall notify the applicant of its decision in writing.

The sick bank will be topped off at 50 sick days at the beginning of each school year beginning in September 2015. A maximum of 10 days per year may be given to a teacher who applies. A unanimous vote of the Sick Bank Review Board will be required to deny a member these days or to exceed the 10 day limit.

18.2.6 Any teacher whose personal illness extends beyond the period compensated shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. A person requesting such leave shall submit satisfactory evidence of illness.

18.2.7 The Board shall provide benefits as outlined in Article 18.10.2 for teachers who are on sick leave or long-term disability in accordance with the following conditions.

Upon carrier approval, benefits will be provided one month for each year or fraction thereof of district seniority or one month for every 10 days of remaining paid sick leave time, whichever is greater, but not less than 3 months nor more than 15 months. Computations for purposes of this article shall commence on the first day of the disability, except those employees who first become disabled during the summer recess shall have the first day of disability computed on the first assigned work day.

18.3 Business Day

18.3.1 Two (2) days per year shall be provided each teacher each year for legal, household or family matters, which require absences during the school day. Hunting, fishing, recreation, vacations and social matters are not considered proper uses of this Article. Application for such leave shall state the reason for taking such leave.

18.3.2 A business day leave may be denied the day before and/or after a school holiday.

18.3.3 Any unused business days shall accumulate as sick days in the following year.

18.3.4 Business days will be granted provided satisfactory replacement can be obtained.

18.3.5 A subpoena shall be considered as proper use of this Article.

18.4 Personal Leave

18.4.1 Leaves of absence for up to one (1) year may be granted upon recommendation of the Superintendent and approval of the Board. Teachers will be returned to a position for which they are qualified. The period of absence will not be considered as advancement on the salary schedule unless such approval was granted prior to the leave, in writing, by the Board.

18.5 Child Care Leave

18.5.1 An unpaid leave of absence up to one (1) year shall be granted for the purpose of child rearing upon receipt of satisfactory professional recommendation that the refusal of such leave will be detrimental to the child's health or well-being. Teachers will be returned to a position for which they are qualified.

18.6 Military Leave

18.6.1 Military leave shall be subject to conditions as established by Federal and State laws or the action of the Board of Education. Any regular employee who may be conscripted for service or be recalled to active duty shall be reinstated to his/her old position or a position of equal importance with full credit for the time spent in the service. Such return shall be by written request within ninety (90) days after release and such reinstatement shall be made at the earliest possible time.

18.7 Jury Duty – The teacher will make every effort to be reassigned to a non-school period. If reassignment is not possible, the Board will compensate the teacher at a rate of 100% of his/her regular salary less jury duty pay.

18.8 Tuition Costs

18.8.1 The Board shall reimburse tuition costs for teachers who have earned a permanent or professional education certificate or who have incurred tuition costs beyond those required for a continuing or professional education certificate as verified by the university under the following terms:

- a. Reimbursement shall be at a rate of 70%, and shall occur only for teachers of record employed in this District, on September 30, of the present and prior school year. Reimbursement shall be for graduate level courses, or for courses required for a higher degree or certificate, or for courses, which facilitate teaching, upon approval of the Superintendent. Approval shall be granted for courses which fulfill the requirements for continuing certification or for credits which apply to the enhancement of the education profession.
- b. Reimbursement shall be for not more than ten (10) hours per teacher per year.
- c. Classes otherwise funded shall not be accepted under this clause.
- d. Teachers will provide the following documentation for reimbursement: name of teacher, name of the institution, name of the course and date of class and a grade report generated by the college or university.

18.8.2 In order to obtain tuition reimbursement under this contract, the teacher must obtain a prior approval from the Superintendent. The parties hereto agree to strongly recommend degree credits be obtained from Saginaw Valley State University as part of its obligation to reimburse.

18.9 Mileage – Teachers shall be reimbursed at the IRS rate per mile for authorized travel.

18.10 Insurance

18.10.1 Twelve Month Coverage – The Board shall provide benefits as outlined in Article 18.10.2 for the months of July, August and September for all teachers of record and receiving benefits on June 1, unless disqualified by some other section of this contract.

A teacher who works only the first semester of a given school year will have fringe benefits paid through the end of February of that school year.

The Board shall be responsible for providing employees insurance information including applications and claim materials as provided by the carrier.

Payroll deductions shall be available for all MESSA programs not paid for in part or in whole by the Board.

The Board has adopted a qualified plan document, which complies with Section 125 of the Internal Revenue Code.

All cost relating to the implementation and administration of benefits under this program shall be borne by the Board.

Plan A – For Employees needing health insurance

Choices II	No Deductible - \$300/600 effective 7/1/2011, Copay \$5/\$10/\$25 MESSA RX - \$5/\$10
Negotiated Life	\$75,000 AD&D
Vision	VSP-3
Delta Dental Plan	80/80/80: \$2,000
Long Term Disability	66 2/3%; \$6,000 maximum; 90 calendar days modified fill; pre-existing conditions waived; freeze on offsets; alcoholism/drug – 2 years limitation; mental nervous – same as any other illness

Plan B – For Employees not needing health insurance

Delta Dental Plan	80/80/80: \$2,000
Negotiated Life	\$75,000 AD&D
Vision	VSP 3
Long Term Disability	66 2/3%; Same as Plan A
Dependent Life	\$2,000/\$2,000 (spouse/child)
Cash Option In Lieu of Health Insurance	\$200/month

18.10.2 20% Contribution. The employee may elect MESSA Choices II \$300/600; \$20 OV/Saver RX (the “Plan”) for which he or she will pay 20% of the total annual cost (e.g. the District shall, under no circumstances, pay no more than 80% of the total annual cost).

For such members, payroll deductions to capture the above-referenced 20% contribution toward the total annual cost of the health insurance medical benefit plan for the medical benefit plan coverage year (the MESSA plan year beginning July 1 and ending June 30) of the 2012-13 shall begin as soon as practicable

following conversion to the plan described below and shall be deducted in roughly equal amounts per pay from the payroll following conversion through the last payroll in June, 2013.

For the 2013-14 medical benefit plan coverage year and each subsequent year, payroll deductions described above shall begin with the first payroll in the month of July and end with the last payroll of the next succeeding June. Deductions shall be made in roughly equal amounts per pay. These payroll deduction dates and amounts shall be adjusted to accommodate the plan year and/or premium, should either change.

Insurance benefits for retirees will continue one calendar month after their retirement date or until June 30th.

18.10.3 Budgeted v. Actual Health Costs. The District budgeted for the total annual cost of health insurance for 2012-13 based on the plan in force under the prior Collective Bargaining Agreement (the "Prior Plan") and a 20% contribution by the BEA membership. It is anticipated, but not guaranteed that the difference between the Prior Plan, and the Plan will result in a savings to the District over the amount budgeted for health insurance for 2012-13. Such savings will be shared with the BEA to the extent that it exceeds the contributions reasonably necessary to remain in compliance with PA 152.

18.10.4. Twelve Month Coverage. Twelve Month Coverage provisions under this Article shall remain in full force and effect and shall be implemented consistent with the requirement so PA 152 such that coverage shall continue for so long as the employee makes the required contributions toward the cost of the medical benefit plan required under PA 152.

18.10.5 Coverage Premium. Insurance coverage and premium cost sharing calculations will be calculated on a twelve month schedule from July to June for each school and contract year. If staff are laid off at the end of the school year their benefits will continue through August with the appropriate premium cost sharing.

18.11 Attendance Merit Program – All employees who have been employed by the District for 15 years or more, and whose employment is mutually terminated, will be eligible for the attendance merit program.

Service credit for the merit will commence September 1, 1984.

District experience to qualify for the 15 years' eligibility will be made retroactive.

All sick leave accumulated over 50 days and up to 143 days (maximum total of 93 days) will be reimbursed at the rate of \$15.00 per day.

A merit rate of \$2.00 per day will be added to the above for employees absent 2.72% or less of their school year contract time each year it occurs. (All absences paid, unpaid, approved or unapproved will be counted. Only approved absences for school business and Association days will not be counted).

A merit of \$150 per year will be provided for each year the employee was absent less than 2.72% of their school year contract time.

ARTICLE 19

2018 - 2019 SCHOOL CALENDAR

School calendar is available on the District webpage.

ARTICLE 20

SAVING CLAUSE

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.

ARTICLE 21

WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Association and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collective with respect to any subject or matter referred to, or covered in, this Agreement, or with respect to any subjects or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 22

FINANCIAL INFORMATION

Immediately prior to contract negotiations the Board agrees to furnish to the Association reasonable information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing its proposals.

ARTICLE 23 CHARTER SCHOOLS

In the event the district operates a public academy, the professional employees who would have otherwise been covered by the Master Agreement will be considered bargaining unit members for the purposes of wages and fringe benefits only. However, the district does agree to consult with the Association prior to the implementation of any charter school or academy.

ARTICLE 24 TERMINATION

24.1 Agreement shall be deemed to have become effective September 1, 2018, and shall remain in full force and effect until August 31, 2019.

24.2 At least sixty (60) days prior to the expiration of this Agreement the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

24.3 In the event there is a sequestration due to inconclusive negotiations at the federal level over the national debt ceiling, then there shall be an economic reopener at the time such sequestration is announced, which shall be conducted under the jurisdiction of the mediator if requested by either party.

24.4 A committee consisting of designees of each negotiating team shall be convened to discuss and confer regarding cost-saving measures for consideration by the parties related to class size, building configuration, building closure, hours of operation and overload pay.

24.5 Pursuant to the requirements of MCLA 423.215, an emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531 shall be able to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

24.6 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the ___ day of _____, 2018.

**BOARD OF EDUCATION OF THE
BRIDGEPORT-SPAULDING SCHOOLS**

**BRIDGEPORT EDUCATION
ASSOCIATION**

Rowen Payne 9-5-2018
President

Matthew Smith 9-12-2018
President

Secretary

Sue Rutherford
Negotiation Chairperson