

MASTER AGREEMENT

2015-2016 / 2016-2017

Brown City Community Schools



Brown City Federation of Teachers

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1	RECOGNITION	1
ARTICLE 2	BOARD RIGHTS	1
ARTICLE 3	NO STRIKE CLAUSE.....	1
ARTICLE 4	UNION MEMBERSHIP	1
ARTICLE 5	REVIEW COMMITTEE	2
ARTICLE 6	TEACHING CONDITIONS & EDUCATIONAL IMPROVEMENT	2
ARTICLE 7	TEACHER FILES	2
ARTICLE 9	CLASS SIZE	2
ARTICLE 10	FACULTY MEETINGS	3
ARTICLE 11	USE OF BUILDING	3
ARTICLE 12	SCHOOL CLOSING	3
ARTICLE 13	PARKING FACILITIES.....	3
ARTICLE 14	CLERICAL HELP.....	3
ARTICLE 16	GRIEVANCE PROCEDURE.....	3
ARTICLE 17	PAST PRACTICE	7
ARTICLE 18	SAVINGS CLAUSE	7
ARTICLE 19	LEAVE POLICY	7
ARTICLE 20	TEACHING HOURS AND ASSIGNMENTS.....	11
ARTICLE 21	WEEKLY SCHEDULE OF ACTIVITIES	11
ARTICLE 22	EXAMINATIONS	12
ARTICLE 23	NEGOTIATIONS	12
ARTICLE 24	PRINTING OF CONTRACT	12
ARTICLE 26	COACHING ASSIGNMENTS	12
ARTICLE 27	ADMINISTRATION/TEACHER CONFERENCES	12
ARTICLE 28	SUPERVISION DURING PREPARATION PERIODS.....	12
ARTICLE 29	METHOD OF PAYMENT	12
ARTICLE 30	HEALTH INSURANCE	13
ARTICLE 31	LIFE INSURANCE.....	14
ARTICLE 32	DENTAL AND VISION INSURANCE	14
ARTICLE 33	CALENDAR	14
ARTICLE 34	OUTSIDE EXPERIENCE	15
ARTICLE 35	YEARS OF SERVICE	15
ARTICLE 36	SALARY SCHEDULE.....	15
ARTICLE 37	EXTRA DUTY	17
ARTICLE 38	DURATION	18
APPENDIX "B"	18-19
APPENDIX "C"	20

AGREEMENT

This Master Contract is entered into this 23rd day of June 2015, 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

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.

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 FILES**

The ultimate decision of retaining a probationary or tenured faculty member rests solely with the Administration and is not subject to any other provision of this Agreement. Each teacher shall have the opportunity to review the contents of his/her personnel file with the exception of confidential material such as letters of recommendations.

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 two weeks prior to the first day of school. 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) All Call System as well as the Sandusky radio stations. 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 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 Federation 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 rules of the American Arbitration Association shall govern the arbitration hearing.

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.

The arbitrator may not, in effect, grant the Federation that which the Federation was unable to secure in collective bargaining.

The arbitrator shall have no power or authority to review or rule on:

Any matter which is prohibited subject of bargaining, *e.g.*, under the Public Employee Relations Act/PERA, MCL 423.215.

The termination or nonrenewal of services of, discharge of or failure to reemploy, any probationary teacher.

Any matter for which the Teachers' Tenure Act (Act 4, P.A. {Ex, Sess.} 1937, as amended), prescribes a procedure or a remedy or which may be filed under the Teachers' Tenure Act with the State Tenure Commission.

Any matter for which there is recourse under state or federal law.

The appointment to an Appendix B position or termination or nonrenewal of services of, discharge of or failure to reemploy, a member of the bargaining unit to an Appendix B position.

The content of any insurance policy or the administration of any insurance related policy, coverage or benefit which policy, coverage and benefit(s) are administered by a third party.

Any matter filed by the Federation in its own name, except in a case where express contractual rights have been given to the Federation through this agreement.

Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

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. Any teacher absent on sick leave for three (3) or more consecutive days shall, upon request, present a statement from a physician. Superintendent reserves the right to prohibit and/or limit sick leave not associated with immediate family that requires more than one day in succession.
- D. Anyone that uses 4 or less of their "Sick/Personal" time will receive a one-time off schedule \$100 bonus paid as prescribed by the Business Office.

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.

G A non-child birthing parent may use up to five (5) sick days upon the birth (arrival) of a "Well Baby." Any additional time in succession must be done using the Family Medical Leave Act and will be without pay. Any variation will require Superintendent approval and must have medical implications. Upon adoption of a child, the school board will determine appropriate "paid days" that a staff member is allowed to use under the Family Medical Leave Act.

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 may 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 can be taken in intermittent full days. This leave shall be chargeable against available sick/business days.

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

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.

Teachers shall receive a minimum of thirty (30) minutes duty-free lunch period.

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.

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.

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.

Beginning in 2015-2016 school year, Employee Additional Compensation will be frozen at 2014 - 2015 levels. Any new employee requiring an Additional Compensation agreement will be compensated at the discretion of the Superintendent and said employee.

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 26
COACHING ASSIGNMENTS**

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.

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 School Board will fund the State of Michigan Hard Cap of the medical health insurance premium. Employee is responsible for the amount of premium and ACA fees that are over the State Hard Cap. Employee contributions will be payroll deducted.

- Due to BC/BS having two deductibles for the 2015-2016 school year, staff members will be responsible to fund the deductible for January 1, 2016.

Insurance plans will be re-evaluated from March 2016 – June 2016. This will determine the plans available for the 2016 – 2017 calendar/school year. This process will be done involving Brown City Schools Administrative staff, Brown City Federation of Teachers, and non-teaching staff that receive insurance through Brown City Schools.

District agrees to fund the deductible, provided the total cost remains within the state approved caps, into the teacher's account at Tri-County Bank as done in 2013-2014.

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

Any medical health expenses paid by the School Board (medical health insurance deductible) prior to the starting date of student attendance in the new school year, will be reimbursed to the school district if said teacher resigns or takes another position outside the District.

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 stipend. (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.

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 carry with the following riders: 80% coverage for restorative and replacement, 80% coverage for preventive dental services with the maximum of dental coverage of \$1,800. In exchange, the Board of education will add \$551 to each teacher falling under the BCFT CBA, on Longevity for the 2015 – 2016 school year. These additional dollars will be added on scale.

B. Vision Insurance. The Board of Education agrees to \$400 over a two-year period. The Board of Education will allow the total benefit of \$400 to be spread over two (2) contract years, 2015 - 2016 and 2016 - 2017, but not more than \$200 can be incurred during the 2015 – 2016 school year. For new employees the benefit level shall be prorated for the duration of the remaining contract.

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**

Number of school days shall be 180 student/185 teacher days or state of Michigan requirement, whichever is greater.

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**YEARS OF SERVICE**

Within thirty (30) days following the beginning of each school year, the Board will publish and make available to the Federation, a years of service 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.

ARTICLE 36**ENROLLMENT TRIGGERS:**

Steps 1 – 3:

- Change Steps 1 -3 salary rate of \$34,255.00.
- There will be no lane changes until Step 4 for anyone hired after July 1, 2015. Employees R. Jones and S. Oligney are eligible to change lanes at Step 3 as shown on Step 11 Salary Schedule but otherwise follow Step 13 Salary Schedule.

Steps 1 – 11/13:

- 2015 – 2016: All scheduled step movement and lane changes will be recognized.
- 2016 – 2017: Salary Schedule Step Freeze with Enrollment Trigger. Each teacher will begin each school year at their 2015-2016 salary step. Following confirmed Fall Student Count; determination by Administration and BCFT leadership of appropriate Enrollment Trigger placement will occur.

- o Enrollment Trigger

- In the event the 2016 Fall student count is no more than 10 students less than Fall 2015, based on K-12 & Learning Center enrollment, each member will move up to the next salary schedule step and receive the full scheduled step raise.
- In the event the 2016 Fall count, based on K-12 & Learning Center enrollment, 11 – 15 less than the 2015 Fall count, each member will move to “Step ½” (ie: Step 4 would add Step 4.5) which would create an additional Step at half the normal step increment until negotiated to next full step.

Anyone going from step 10 to step 11 will receive 65% of the scheduled step raise.

- In the event the 2016 Fall count, based on K-12 & Learning Center enrollment, is 16 or more students less, each member will remain on the previous year salary step; taking a freeze.

In the event enrollment is greater than 880 at the time of the fall count in either school years of this contract (2015-2016/2016-2017) or the school district receives an audit that shows revenue over expenditure in the previous year, \$200 will be placed, on scale, at each step including Longevity.

PERFORMANCE BASED PAY

Any BCFT member rated *Highly Effective* through the Board of Education approved evaluation tool shall receive a one-time \$100 bonus.

SALARY SCHEDULE – 2015 - 2016

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	34,455	36,020	38,248	39,932
4	35,348	37,192	39,488	41,188
5	37,033	38,364	40,726	42,445
6	38,864	40,077	42,505	44,246
7	40,695	41,790	44,284	46,041
8	42,504	43,508	46,065	47,838
9	44,358	45,221	47,848	49,635
10	46,192	46,942	49,635	51,435
11	54,417	55,300	58,479	60,600
LONGEVITY:	*12-15 YEARS	16-20 YEARS	21-24 YEARS	25+ YEARS
	\$5,026	\$5,226	\$5,726	\$5,926

* The BCFT and BCCS Board of Education view “steps as 1-11 on old pay scale and 1-13 on new scale. Both parties also view moves into longevity as a step. Once in longevity, any movement within the longevity will be viewed as a lane change.

STEP	BA / Effective	BA+ /Effective	MA / Effective	MA+ / Effective
1 - 3	\$ 34,455.00	\$ 34,455.00	\$ 34,455.00	\$ 34,455.00
4	\$ 35,348.00	\$ 37,192.00	\$ 39,488.00	\$ 41,188.00
5	\$ 37,033.00	\$ 38,364.00	\$ 40,726.00	\$ 42,445.00
6	\$ 38,864.00	\$ 40,077.00	\$ 42,505.00	\$ 44,246.00
7	\$ 40,695.00	\$ 41,790.00	\$ 44,284.00	\$ 46,041.00
8	\$ 42,504.00	\$ 43,508.00	\$ 46,065.00	\$ 47,838.00
9	\$ 44,358.00	\$ 45,221.00	\$ 47,848.00	\$ 49,635.00
10	\$ 46,192.00	\$ 46,942.00	\$ 49,635.00	\$ 51,435.00
11	\$ 48,933.00	\$ 49,728.00	\$ 52,583.00	\$ 54,490.00
12	\$ 51,674.00	\$ 52,514.00	\$ 55,531.00	\$ 57,545.00
13	\$ 54,417.00	\$ 55,300.00	\$ 58,479.00	\$ 60,600.00
LONGEVITY	*14-15 YEAR	16-20 YEAR	21-24 YEAR	25+YEARS
	\$ 5,026.00	\$ 5,226.00	\$ 5,726.00	\$ 5,926.00

1. Employees hired for the 1979-80 school year and beyond must accumulate BA+20 semester hours to be placed on this step.
2. Employees hired new for the 1979-80 school year and beyond must accumulate MA+20 semester hours to be placed on this step.
3. Effective upon ratification of the 2003-2006 contract, from this point forward, MA+ hours must be earned after the MA has been awarded.
4. Any new full-time employee hired after July 1, 2014, will be placed at Step one with a salary rate equal to the lowest seniority teacher up to and including Step 3; not to exceed \$34,255.00. There will be no lane changes until Step 3 for employees hired after July 1, 2014.
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. Lane changes – proof “certificate college transcript” of additional semester hours required for lane changes must be presented to the Business Office no later than October 1st of current school year.

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.

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.

ARTICLE 38

DURATION

All future contracts must be agreed upon (settled) by June 30 or Public Act 336 of 1947 MCL 423.215b becomes effective immediately. This contract shall commence on July 1, 2015 and shall remain in full force and effect until June 30, 2017.

BROWN CITY BOARD OF EDUCATION

BROWN CITY FEDERATION OF TEACHERS

DATED: _____

DATED _____

APPENDIX B

ACTIVITY	2015 - 2016
Varsity Football	\$ 4,811.00
Asst. Varsity Football X 2	\$ 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 Boys' Basketball	\$ 4,811.00
Varsity Girls' Basketball	\$ 4,811.00
Assistant Varsity Boys' & Girls' Basketball (Each)	\$ 2,816.00
Jr. Varsity Boys' & Girls' Basketball (Each)	\$ 2,766.00
Freshman Boy's & Girls' Basketball (Each)	\$ 2,285.00
8th Grade Boys' & Girls' Basketball (Each)	\$ 1,781.00
7th Grade Boys' & Girls' Basketball (Each)	\$ 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
7 th & 8th Grade Volleyball (Each)	\$ 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 & Softball (Each)	\$ 2,380.00
Varsity Boy's & Girls' Track (Each)	\$ 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

ACTIVITY	2015 - 2016
Wrestling	\$ 3,908.00
Assistant Varsity Wrestling (if 20+ participants)	\$ 1,473.00
Cheerleaders - Competitive	\$ 2,346.00
Cheerleaders - Varsity	\$ 1,877.00
Cheerleaders - Jr. Varsity	\$ 1,761.00
Cheerleaders – 7 th & 8 th Grade (Each)	\$ 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
CLASS SPONSORS:	
12 TH x 2	\$ 597.00
11 TH x 2	\$ 810.00
10 TH x 2	\$ 426.00
9 TH x 2	\$ 320.00
8 TH x2	\$ 298.00
7 TH x2	\$ 298.00
National Honor Society	\$ 639.00
Student Council	\$ 854.00
Art Club / S.A.D.D	\$ 426.00
Academic Games – Math / LA / Science / SS (each)	\$ 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
Teaching an Additional Hour (causing no prep)	\$ 5,000.00
Classroom Supervision - per hour	\$ 15.73
Driver Education - per hour	\$ 21.32
Homebound - per hour	\$ 21.32
Mileage - per mile	IRS rate