

8/24/90  
MRS FOUNTAIN

MASTER AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION  
OF THE  
BIG RAPIDS PUBLIC SCHOOLS  
AND THE  
BIG RAPIDS EDUCATION ASSOCIATION

AUGUST 21, 1987 - AUGUST 24, 1990

**LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University**

*Big Rapids Public Schools*

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BIG RAPIDS SCHOOL DISTRICT

TEACHER AGREEMENT

This Agreement entered into this 21st day of August, 1987, by and between the Board of Education for the School District of the City of Big Rapids, Mecosta and Newaygo Counties, Michigan, hereinafter called the 'Board', and the Big Rapids Education Association, hereinafter called the 'Association'.

WITNESSETH

Whereas the Board and the Association recognize and declare that providing a quality education for the children of Big Rapids is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

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

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

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

## BOARD RIGHTS

A. The Board, on its own behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities and the school related activities of its employees;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees;
- (3) To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto and non-teaching activities and the terms and conditions of employment.

B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms herof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

OF THIS AGREEMENT AND THEN ONLY TO THE EXTENT SUCH SPECIFIC AND EXPRESS TERMS

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

D. It is recognized that the administration of the contract is vested in the Superintendent of Schools or administrators under the direction of the Superintendent.

## ARTICLE I - RECOGNITION

A.

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certificated teacher personnel employed under contract or to be employed under contract by the Board, but excluding supervisory and executive personnel (Superintendent, Assistant Superintendent(s), Building Principal(s) and Assistant Principal(s) and Administrative Assistant(s)) and office and clerical employees and bus drivers and maintenance personnel and food service personnel. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and references to male teachers shall include female teachers.

B.

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, provided that the Association or its designated representative(s) has been given opportunity to be present at such adjustment.

C.

Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the Board (or their designated representative) an assignment authorizing deduction of dues, assessments and all other mutually agreed deductions. With respect to all dues and assessments deducted by the Board, the Board agrees to promptly disburse said sums upon direction of the Association.

D.

Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a Service Fee to the Association in an amount equivalent to the dues uniformly required to be paid by members of the Big Rapids Education Association: provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding Section. In the event that a teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding Section, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

ARTICLE I

E.

The procedure in all cases of discharge for violation of this Article shall be as follows:

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

F.

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Collective Agreement unless said case is a test case instituted by the Board. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the follow conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
2. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this Section.

ARTICLE I

G. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

H. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II - TEACHER RIGHTS

A.

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board or institution of any grievance, complaint or proceeding under this Agreement or otherwise provided by law with respect to any terms or conditions of employment.

B.

Both parties to this Agreement specifically recognize the right of either or the teachers appropriately to invoke the assistance of the State Labor Mediation Board or an arbitrator appointed pursuant to the provisions of this Agreement and both parties agree to be bound by any lawful order or award thereof.

C.

The Association and its members shall have the right, upon Board approval, to use school building facilities at all reasonable hours for meeting. Bulletin boards and other established media of communication shall be made available to the Association and its members for appropriate business.

D.

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint.

E.

Each teacher shall have the right, upon request, to review with an appropriate member of the Administration, the contents of his own personnel file.



## ARTICLE II

F.

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

G.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

H.

A seniority list shall be published yearly and kept current. The list shall show the name, date of hire, date of Letter of Intent to Hire (if available). At the start of each new school year, the President of BREAA shall be given a copy of the list.

PROFESSIONAL  
ARTICLE III - PERSONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement and compensation for professional services and activities beyond the normal teaching load are set forth in schedules included in the Appendix, which is attached to and incorporated in this Agreement. These salary schedules, with qualifying statements attached, shall remain in effect during the term of this Agreement.
- B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, in accordance with the nine and one-half (9 1/2) months school calendar dates, during normal teaching hours, under a year-around school program the individual teacher's contract is to be negotiated at that time between the Association and the Board. In the normal school year calendar, teachers will at the beginning of each school year (by the end of the first scheduled work day), choose the method of payment from either a twenty-one (21) pay schedule or a twenty-six (26) pay schedule, but once selected, no change will occur without administration or secondly, Board approval.
- C. A teacher engaged during the school day in negotiation on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, at the request of the Board, shall be released from regular duties without loss of salary.
- D. Teachers employed under individual contract for more than one semester during any school year, who remain in the system, shall be considered for salary purposes advanced to the next step of the salary schedule at the beginning of the following school year if re-employed, and shall be given one years credit in the Big Rapids system.
- Teachers employed for one semester or less shall not be advanced to the next step of the salary schedule for the following school year, nor shall they be given credit in the Big Rapids system.

## ARTICLE IV - TEACHING HOURS

A. The teacher's normal teaching hours in the schools shall be as follows:

1. At the beginning of the school day, teachers are to be on duty 15 minutes prior to the start of classes.
2. At noon, teachers are to be on duty at a time to be arranged by the building principal according to the individual building's noon hour schedule.
3. Teachers shall leave school no earlier than 15 minutes after the individual school's dismissal time.
4. All teachers shall be on duty in their assigned rooms at the specified time and remain as long as is necessary to fulfill professional assignments which can reasonable be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building.

B. All teachers shall be entitled to a duty-free uninterrupted lunch period, which shall be no less than forty-five (45) minutes. In the event that the BRIS Campus is "closed" at the lunch hour, the Board, after consultation with the Association, shall adjust the length of day and the teachers' lunch period to reflect the shorter lunch period and day.

C. Elementary teachers (K-5) will be provided two (2) fifteen-minute relief time, recess periods, free each regular school day. Teachers of music, art, laboratory sciences, and physical education shall also have at least the equivalent of two such periods each regular school day. Classroom teachers will not be required to attend the classes receiving instruction from teachers primarily assigned to teach art, music, or physical education, unless the teachers of those subjects request and/or require their presence for class activities or projects.

#### ARTICLE IV

D. It is understood that every attempt will be made to hire substitutes for the teachers of Elementary Art, Music, and PE, with first preference being for substitutes with training in specific subject, and secondly, in the event such a substitute is not available, any available, acceptable and qualified substitute with certification at the elementary school level. If the above attempts to secure a substitute are not successful, the classroom teacher shall retain supervision of the students.

E. Special Education teachers at all levels will be provided at least the minimum equivalent of two fifteen minute relief periods per day.

F. If an accident occurs during the morning or afternoon recess which requires the attention to the principal and/or playground supervisor, a teacher will volunteer to assist in the supervision of students during that recess.

G. Act of God Days - Teachers shall not be required to report for work on "Act of God Days". In the event that the number of "Act of God Days" exceed the state specified number of "grace" days, and if state law mandates make-up of these excessive days, then these days will be added at the end of the school's current calendar year. The number of days added will be sufficient to meet the state's minimum requirements. Teachers shall not be paid for these "make-up" days.

## ARTICLE V - TEACHING CONDITIONS

A.

The normal weekly teaching load in the Senior High School will be twenty-five (25) teaching periods and five (5) unassigned counseling-preparation periods. No teacher shall be allowed to teach a class during his counseling-preparation period, except in emergencies. The normal weekly teaching load in the Intermediate School will be thirty (30) teaching periods and five (5) unassigned counseling-preparation periods. The normal weekly teaching load in the Elementary Schools will be thirty (30) teaching periods. A departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

B.

Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates or their major field of study.

C.

Teachers who will be affected by a change in assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1, preceding the next academic year. Such changes will be voluntary to the extent possible. Nothing in the above precludes a necessary reassignment of staff after June 1 if circumstances dictate.

D.

The opening date for teachers shall be negotiated by the Association and the Board representatives on a year-to-year basis, prior to April 1. In the event of an impasse, the Board shall establish the starting day.

E.

Teachers (pre K-12) shall conduct four (4) parent-teacher conferences each year. Conferences shall be scheduled as follows:

- 2 fall afternoon conferences (students attend 1/2 day)
- 1 fall evening conference (students attend 1/2 day)
- 1 spring evening conference

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

## ARTICLE V

F.

The Board recognizes that appropriate texts, library reference facilities, maps, and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, and questionnaires, and similar materials are the tools of the teaching profession. The teachers and the Board will confer from time to time for the purpose of the selection and use of such and use of the education tools. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.

G.

Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.

H.

The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for teacher use.

I.

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

J.

The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin, and to seek to achieve full equality for educational opportunity to all pupils.

K.

The prime responsibility of a teacher is to teach, therefore anything which takes a teacher away from that duty disrupts the normal educational flow between the student and teacher. Therefore, whenever a teacher is sick or off due to personal illness, he/she will do everything within reason, to seek the earliest possible return to the classroom. It is also the responsibility of the teacher to attempt to complete the maximum amount of contractual obligation possible. It is therefore assumed that the teacher will attempt to schedule all medical appointments, exams, and non-life-threatening surgery (after consultation with their doctor) on their own time, to insure as smooth an educational program as possible.

## ARTICLE VI - CLASS SIZE

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged 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 at insuring that the energy of the teacher is primarily utilized to this end.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered to these levels wherever possible and practicable.

- |                                    |  |
|------------------------------------|--|
| 1. K(PK,DK)-2                      | 25 pupils                                    |
| 2. Elementary school grade 3       | 28 pupils (1987-88)                          |
|                                    | 27 pupils (1988-89)                          |
|                                    | 26 pupils (1989-90)                          |
| 3. Elementary 4-5                  | 28 pupils                                    |
| 4. Special classes for handicapped | within the guidelines<br>as set by the state |

The parties also agree that the desirable class size in the intermediate and high school levels should be as follows:

English, Social Studies, General Education, Science, Language, Business, Mathematics	under 30 pupils
Typing	30 pupils
Industrial Arts	25 pupils
Homemaking	25 pupils
Music (excluding Band, Choir)	30 pupils
Art	35 pupils
Health and Physical Education	35 pupils

C. Whenever the above guidelines are exceeded by two (2) students (e.g. grades K-2 when the 27th pupil is assigned) or in classes where students are mainstreamed, the Association may make recommendations to the administration to resolve the situation.

In the event the issue is not satisfactorily resolved, the Association may make recommendations to resolve the situation to the Board of Education.

ARTICLE VI

D. The Board agrees to follow the State enrollment incentive program by maintaining an average composite class size for grades K-3 of 25 (1987-88); K-4 of 25 (1988-89); and K-5 of 25 (1989-90). If the State enrollment incentive program changes or is eliminated, the Board and the Association shall meet to resolve the situation.

E. The Board agrees to count Special Education students as part of the regular classroom pupil count. Students who are mainstreamed for 25% of a day or less, shall be counted by agreement between the Building Administrator and the teacher involved based on the individual situation. In addition, an in-service will be provided relative to teacher rights and responsibilities with special education students.

When in Art, Music, and Physical Education classes, mainstreamed students are the responsibility of their Special Education Teacher.

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



## ARTICLE VII - VACANCIES AND PROMOTIONS

A. Whenever any vacancy shall occur in the district in any professional position covered by this Agreement, the Board shall publicize the same by giving written notice of such vacancy to the Association (president/designate) and providing for appropriate posting (near the teacher's mailbox) in every school building or personal office during the summer months. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted at least fifteen (15) calendar days from time of posting. Emergencies will be handled by the Board based on the merits of each individual case.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors.

In the case where a teacher(s) in the district has equal or better qualifications for said position, as determined by the Board, priority of selection will be given to the teacher in district as opposed to an equally qualified candidate outside the bargaining unit. In the event the applicant from the bargaining unit is not selected, said applicant shall be provided written reasons of denial.

C. A request by any teacher(s) leaving the system not to announce their name(s) will be honored by the Board.

## ARTICLE VIII - TRANSFERS

- A. Transfers shall be defined as either a voluntary or involuntary move from one building to another or outside the teacher's area of certification.
- B. Since the frequent transfer(s) of teacher(s) from one school to another or outside the teacher's certification can disrupt the educational process and interfere with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- C. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted and the filling of those positions treated in the same manner as provided in ARTICLE VII.

## ARTICLE IX - SICK LEAVE PAY

A. At the beginning of each school year each teacher shall be accredited with ten (10) days (eleven (11) for new teachers) of leave, the unused portion of which shall accumulate to 125 days.

When teachers are ill, or for any other reason cannot conduct their classes, they shall notify the principal or other designated person so that a substitute can be secured.

B. 1. The Sick Leave Bank shall be established by carrying over the unused days from the previous year's bank. To this bank each new teacher shall contribute two days sick leave to bring the total days to 180; any superfluous days contributed by new teachers shall be held in escrow to resupply the bank another year. In order to restore the bank each year to at the maximum 180 days, the procedure shall be to add as necessary to the bank's unused balance:

- (1) contributions of two days from each new teacher.
- (2) transfer from escrow of any accumulated days contributed previously, and
- (3) contributions of one day from each teacher (excluding new teachers) in alphabetical order until the maximum is reached. All subsequent contributions will be made in a sequential alphabetical order.

2. Accumulated sick leave benefits will cease when a teacher's own sick leave days are exhausted. Each teacher shall receive a written statement of accumulated sick leave at the close of the school year (last regular June paycheck).

3. A teacher may make application (a written request) to draw on the sick leave bank after he/she has exhausted his own sick leave days. Teachers new to the district may make application only after thirty (30) days of working. In the event of a serious illness or injury, another member of the professional staff may make application on behalf of the ill or injured teacher. The intention of this clause is that the bank will be used by teachers who have extensive personal illness or injury.

4. A committee composed of the Association president, the Superintendent of Schools, the building principal involved, and the appropriate building representatives, shall be empowered to review the applications for days from the Sick Leave Bank. This committee shall be empowered to grant sick leave days from the Sick Leave Bank. After joint consultation, if either the Board or the Association or this committee feels it necessary, the committee shall require a physician's statement to verify the illness or injury.

5. The bank will have a maximum of 180 days per year.

6. No teacher may borrow more than 90 days per school year from the Sick Leave Bank.

## ARTICLE IX

7. This time does not have to be returned by the teacher who borrows from the Sick Leave Bank.

8. In the event a teacher becomes disabled and is entitled to Workmen's Compensation for permanent or temporary disability, the teacher also will be entitled to sick leave pay. The sick leave pay will be paid at the usual rate until the teacher begins to receive weekly Workmen's Compensation benefits. Thereafter, the sick leave pay shall amount only to the difference between the average weekly wage of the teacher prior to the injury and the Workmen's Compensation benefits subsequently received. In computing the sick leave pay offset against the teachers accumulated sick leave, the value of the accumulated sick leave of the teacher shall be computed by multiplying the average daily wage of the teacher by the number of sick leave days accumulated and then offsetting the actual sick leave benefits paid against this amount. In the event the disability ends before all the sick leave benefits are exhausted, the Board may pay an additional sick leave benefit amount to the teacher sufficient to eliminate any fraction of a day still accrued. Any payment must conform to Michigan State Worker's Compensation Law.

C.

Any teacher who retires shall be given 10% of the pay he/she would receive for the unused sick leave time he/she has accumulated. This shall be based on the daily rate of his current year's contract. In the case of the death of a teacher, the named beneficiary of the teacher shall be given 10% of the pay he/she would receive for the unused sick leave time he/she has accumulated.

## ARTICLE X - LEAVE OF ABSENCE

A.

Any teacher whose personal illness extends beyond the period compensated under ARTICLE IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability, up to one year.

Application for said leave must be made within 15 days after notification by the Board that sick leave has or is about to expire. (Notification is to be by registered mail to the teacher and the Association.) The teacher or his/her agent must give the Board the teacher's intention. Five (5) days after the expiration of these 15 days, without reply, the teachers services will be terminated.

B.

Leaves of absence with pay taken from the sick leave allowance shall be granted for the following reasons:

1. A maximum of eight (8) days per school year for serious illness in the immediate family. Additional time necessary may be granted at the discretion of the Board.
2. Such portion of the day as is necessary for any staff member to attend a ceremony at which he/she is being awarded a degree.
3. One day for attendance at the school graduation of a son, daughter, husband, or wife. When additional time is necessary, such time may be granted at the discretion of the Board.
4. Two (2) days a year for the conducting of personal business that is of such a nature that requires the teacher's presence during the school day, and cannot be attended to at a time when schools are not in session. These days are not available for personal convenience, vacation, or recreation. It is understood, if reasonable proof of misuse of a personal business day can be shown, subject to the conditions of Article XIV, a letter of reprimand and/or disciplinary action may be issued and entered into ones file.

ARTICLE X

5. Time granted under funeral leave will be time necessary for attendance at the funeral. An employee will be allowed five (5) working days as funeral leave days for death in the immediate family in any calendar year. Additional days with pay may be granted at the discretion of the Board. Immediate family is defined as follows: Mother, Father, Brother, Sister, Wife, Husband, Son, Daughter, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparents, Grandchildren, Aunt, Uncle, Nephew, or Niece. Any employee selected for pall bearer for a deceased employee will be allowed one funeral day in any calendar year.

C.

Leaves of absence with pay in addition to the sick leave allowance shall be granted for the following reasons:

1. Absence when a teacher is called for jury service. This should be entered into only after consultation with the Board, and remuneration should be the difference between the jury pay and the teacher's regular pay.
2. Court appearance as a witness in any case connected with the teacher's employment in our school system.
3. Time necessary to take the selective service physical examination.

D.

Approved visitation at other schools or for attending educational conferences or conventions, including state or regional Association meetings, may be granted with pay at the discretion of the Board.

E.

At the beginning of every school year the Association shall be credited with six (6) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. Six (6) additional days for Association business shall be charged to the personal leave of the individual teacher involved.

## ARTICLE X

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

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

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

G. The teacher may use all or any portion fo his/her leave to recover from his/her own illness or disability which shall include childbirth and complications of pregnancy.

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

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

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

Such military leave shall terminate no later than the beginning of the semester following the termination of the first official period of such service or enlistment. Upon return form such leave, a teacher shall be assigned to the same position or a substantially equivalent position, if available, or a different position, if available, for which the teacher is fully qualified; or the next available position for which the teacher is fully quallified.

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

ARTICLE X

J. The Board shall grant a leave of absence without pay, not to exceed one year, to any teacher to serve in public office which takes the teacher away full time, but which is not an elective office. The Board shall also grant a leave of absence without pay to any teacher to campaign for a full-time elective office, such leave to terminate no later than the beginning of the semester following the election for such office. Any teacher accepting such elected office shall be considered by both parties to have terminated his/her contract. A teacher holding a local public office which requires absence from the job part time shall make arrangements with the Board regarding such absence.

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

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

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



## ARTICLE XI - TEACHER EVALUATION

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

## ARTICLE XII - PROTECTION OF TEACHERS

A.

Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline coming under the legal jurisdiction of the school, whenever it is determined by a teacher and the administration that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B.

Any case of assault upon a teacher provoked by reason of his employment in the school system shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C.

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

D.

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

E.

Any complaints by a parent of a student directed toward a teacher shall be channeled through the teacher and no action shall be initiated until a parent-teacher conference has taken place. If no satisfaction is received from this conference, the administration should be called upon to help solve the problem, in this order: Building Principal, Assistant Superintendent, Superintendent, School Board.

F.

Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE XIII - NEGOTIATION PROCEDURES

A. It is agreed that the articles of this Agreement and such matters not specifically covered by this Agreement, but of common concern to the parties shall be subject to negotiations between them from time to time during the period of this Agreement upon written request by either party to the other and by mutual consent of both parties. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing pertinent information and otherwise constructively considering and resolving any such matters.

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

C. In any negotiations described in this article, neither party shall have nor try to control or influence the selection of representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and the membership of the Association. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to bargain in good faith as defined by law.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Mediation Board or take any other lawful measures it may deem appropriate.

## ARTICLE XIV - PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

### A. DEFINITIONS

1. Grievance. A "grievance" is a claim based upon an event or condition which affects the welfare or working conditions of a teacher or group of teachers and which draws into question the interpretation or meaning of the terms of this Agreement.

2. Aggrieved person. The "aggrieved person" is the person or persons making the claim and may be a teacher, a group of teachers, the Association, or the Board.

3. Designated representatives of the Board. The "designated representative of the Board" shall mean the principal in each school building except that if the grievance arises in more than one building, the designated representative of the Board shall mean the Assistant Superintendent of the schools. The Board may change the designated representative by giving ten (10) days prior written notice to the President and designated representative of the Association. Such change shall not affect any grievance in process.

4. Designated representative of the Association. The "designated representative of the Association" shall mean an official of the Association who has been given authority to receive grievances on its behalf. The Association may name up to six designated representatives and the President of the Association must, in writing, supply the names of these parties to the Board before the Board has a duty to deal with them. The Association may change or add a designated representative by giving ten (10) days prior written notice to the Board. Such change shall not affect any grievance in process.

5. Days. The term "days" when used in the section shall, except where otherwise indicated, mean calendar days.

### B. PURPOSE AND POLICY

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

#### ARTICLE XIV

2. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit, the grievance shall automatically pass to the next step in the grievance procedure. The parties may, however mutually agree to extend the time limit at any step.

3. Nothing herein contained shall be construed as limiting the right of any individual teacher to present grievances to school officials and/or the board and to have those grievances adjusted without the intervention of the Association, except that the adjustment shall not be inconsistent with this Agreement and the Association shall be given the opportunity to be represented at such adjustment.

#### C. ALL GRIEVANCES SHALL BE HANDLED IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:

1. STEP ONE. Within fifteen (15) school days of the occurrence of the event or condition upon which a grievance claim is based, the aggrieved person shall reduce the grievance to writing, stating the nature of the grievance and the article and section of this Agreement allegedly violated, together with a proposed solution thereto, and shall deliver a copy of the grievance to the designated representative of the Board and to the designated representative of the Association. If such written grievance is not filed with designated representative of the Board within fifteen (15) school days after the occurrence then the grievance shall be considered waived. Within five (5) school days of the receipt of the grievance, the designated representative of the Board shall meet with the Association or its designated representative in an effort to resolve the grievance. The aggrieved person, at his discretion, may be presented at such meeting. Within three (3) days of the above meeting the designated representative of the Board shall make a written answer to the grievances, which written answer shall be communicated to the designated representative of the Association. The answer shall either grant or deny the grievance, and if it is denied shall state the reason for denial.

#### ARTICLE XIV

2. STEP TWO. In the event the grievance is not satisfactorily resolved at Step One, the Association, within five (5) days of their receipt of the answer, shall transmit the grievance in written form together with a proposed solution thereof to the Superintendent of Schools. Within the five (5) days of the receipt of the grievance the Superintendent shall meet with the Association or its designated representative in an effort to resolve the grievance. The aggrieved person, at his discretion, may be present at such meeting. Within three (3) days of the above meeting the designated representative of the Board shall make written answer to the grievance, which written answer shall be communicated to the designated representative of the Association. The answer shall either grant or deny the grievance, and if it is denied, shall state the reason for denial.

3. STEP THREE. In the event the grievance is not satisfactorily resolved at Step Two, the Association, within five (5) days of their receipt of the answer, shall transmit the grievance in written form together with a proposed solution to the Board. The Association shall also transmit with the grievance the names of three of its members who will join with representatives to be selected by the Board to form a Joint Conference Committee. The Board will, within five (5) days of their receipt of the grievance, select three representatives to serve on the Joint Conference Committee and in writing inform the Association of its choices. Neither party shall have control over the selection of the representatives of the other party. The Joint Conference Committee shall meet within five (5) days of the time the Association receives the names of the representatives of the Board. The Committee may hold a hearing on the grievance or otherwise investigate it, or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Committee shall, in writing, propose a solution to the grievance, and if both the Association and the Board agree to the recommendation, it shall become final. It is expressly understood that the grievance procedure shall not apply to teacher tenure dismissal or suspension without pay because the Teacher Tenure Act prescribes procedure or authorizes a remedy. If the committee does not arrive at a decision within twenty (20) days or if either the Board or the Association refuses to abide by the decision of the Committee, then the grievance will be arbitrated if arbitration is requested, (excluding teacher tenure dismissal or suspension without pay), in writing by either the Association or the Board within five (5) days of the Committee's decision or within five (5) days of the expiration of the twenty (20) days the Committee has to decide the grievance, whichever comes sooner. The request for arbitration is to be directed to the other party.

#### ARTICLE XIV

4. STEP FOUR. The Association shall make a request for a list of seven possible arbitrators from the Labor Mediation Board of the State of Michigan. Within five (5) days of the receipt of the list the parties shall meet to select an arbitrator from the list, but if at the meeting, they are unable to agree, then the arbitrator will be selected as follows: Beginning with the Board, the Board and the Association shall alternately strike a name from the list until only one (1) person remains, who shall be the arbitrator.

#### D. ARBITRATION

1. The arbitrator so selected shall confer with the representatives of the Board and the Association and shall hold hearings on the dispute promptly after this appointment. Reasonable notice of such hearings shall be given to the parties. Hearings shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any oral or documentary evidence and other data deemed relevant by the arbitrator may be received in evidence except that the arbitrator shall not hear or consider any evidence that was not presented either orally or in writing to the Joint Conference Committee. The arbitrator shall not add to or subtract from or substituted his judgment for the terms of this Agreement. Within 30 days after the conclusion of the hearing, or within such additional period as the parties shall stipulate, the arbitrator shall make written findings and promulgate a written opinion and award upon the issue or issues presented, and shall mail or otherwise deliver a true copy thereof to the parties. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The cost of any arbitration under this Article shall be paid jointly and equally by the Board and the Association.

#### E. MISCELLANEOUS

1. In the event of a discharge of a teacher or teachers, the grievance may, at the option of the Association, be commenced at Step Two of the procedure. The grievance shall be deemed commenced at Step Two of the procedure. The grievance shall be deemed commenced when it is received in written form together with a proposed solution by the Superintendent of Schools.

#### ARTICLE XIV

2. Either the Board or the Association may be represented before the arbitrator by legal counsel.

3. In the event the Board is the aggrieved party, it shall commence its grievance at Step Two. The Board in processing the grievance must meet all of the time limits and comply with all the duties at Step Two and Step Three that the Association would have had to meet had it been the moving party. Likewise, the Association, in responding to the grievance must meet all of the time limits and comply with the duties the Board would have had to meet at Step Two and Step Three. If the Board fails to comply with the specified time limits when it is the aggrieved party, the grievance shall be considered settled on the basis of the Association's last written answer to the grievance. If the Association fails to meet the time limits the grievance shall automatically pass to the next step in the grievance procedure.



ARTICLE XV - TEACHER INVOLVEMENT IN CURRICULUM STUDY

- A. The teacher(s) shall be involved through administrative channels in the study and development of curriculum, teacher assignments, instructional materials, and teaching equipment.
- B. Involvement in any of these areas outside of regular teaching hours will be wholly voluntary on the teacher's part. A teacher who chooses not to be involved outside of regular school hours shall not be judged or evaluated to be any less capable or without professional integrity.
- C. The involvement of teachers during the regular school hours shall be as nearly equal as possible and practical for all staff members. The administration of this shall be the responsibility of the Board.
- D. Nothing herein shall be construed to take the right of making final decisions from the Board. Furthermore, nothing herein shall prevent the Board from changing the process of arriving at these decisions. However, the Board shall notify the Association about any changes in the process before they are made.

## ARTICLE XVI - STAFF REDUCTION

A. Prior to reaching a conclusion to reduce personnel, the Board will give notice to the Association and provide an opportunity to meet with the Board not later than May 15th regarding:

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

B. No teacher shall be laid off pursuant to a necessary reduction in personnel unless there is a decrease in the students enrolled in the school district, or a lack of operating funds as determined by the Board.

If such decrease in student enrollment or lack of operating funds (as determined by the Board) should require the lay-off of staff, a notification of not less than sixty (60) calendar days prior to the end of the first semester shall be required for such lay-off. If no such situation shall occur through the school year, but such situation would exist for the following school year, then notification of lay-off will be given no later than July 15th.

C. The Association will be provided with a current seniority list. The order of seniority will be determined by: (1) Date of Board action; (2) Letter of Intent. Ties based on the prior criteria will be broken by a draw immediately preceding lay-off notice.

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

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

or teachers with the most number of years of service in the big Rapids Public Schools shall be retained or recalled first.

3. Temporary employees.

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

ARTICLE XVII - MISCELLANEOUS PROVISIONS

A.

Each teacher shall notify his/her principal as soon as possible when a substitute teacher will be needed. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B.

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

C.

Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

D.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E.

The Association and/or its members shall not engage in, nor encourage concerted action of any type against the school district which would be in violation of this contract, or in violation of the laws or statutes of the State of Michigan.

ARTICLE XVIII - DURATION OF AGREEMENT

The duration of this agreement will be from August 21, 1987 through August 24, 1990. During the duration of this agreement articles may be re-opened only by mutual consent of both parties.

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

Retroactivity will apply to all parts, sections, sub-sections, appendix, and articles of this agreement.

BOARD OF EDUCATION OF THE SCHOOL  
DISTRICT OF THE CITY OF BIG RAPIDS,  
MECOSTA AND NEWAYGO COUNTIES, MICHIGAN

by *Paul Robert Spagnuolo*  
by ++++++

*Maurin J. Loggins*  
by ++++++

BIG RAPIDS EDUCATION ASSOCIATION

by *Mary M. Meyer*  
by ++++++

*Robert J. Anderson*  
by ++++++

9/16/87

APPENDIX

I. SALARY SCHEDULE

1987-88				1988-89		
STEP	BA	MA	MA+30	BA	MA	MA+30
0	18,265	19,961		19,178	20,959	
1	19,178	20,959		20,137	22,007	
2	20,092	21,957		21,096	23,055	
3	21,005	22,955		22,055	24,103	
4	21,918	23,953		23,014	25,151	
5	22,831	24,951		23,973	26,199	
6	23,745	25,949	27,247	24,931	27,247	28,609
7	24,658	26,947	28,295	25,890	28,295	29,710
8	25,662	28,045	29,447	26,945	29,447	30,920
9	27,398	29,942	31,439	28,767	31,439	33,011
10	28,767	31,439	33,010	30,205	33,010	34,661
I	29,680	32,436	34,058	31,164	34,058	35,761
II	30,685	33,534	35,211	32,219	35,211	36,972

1989-90

STEP	BA	MA	MA+30
0	20,233	22,112	
1	21,245	23,218	
2	22,256	24,323	
3	23,268	25,429	
4	24,280	26,534	
5	25,291	27,640	
6	26,303	28,746	30,183
7	27,315	29,851	31,344
8	28,427	31,067	32,621
9	30,350	33,168	34,827
10	31,867	34,826	36,568
I	32,878	35,932	37,729
II	33,991	37,148	39,006

The criteria used for the super-maxim steps shall be years of service within the Big Rapids Public School system. Super-maxim I will be reached after the completion of 15 years; super-maxim II will be reached after the completion of 20 years.

APPENDIX

II. EXTRA PAY SCHEDULE

A. Each of the following percents will be computed on the beginning B.A. schedule, up to a maximum of six (6) years experience within this activity area, and during uninterrupted teaching or professional services within the Big Rapids School system. Full experience will be given if reassigned to the same sport or activity area.

Coaching:	Numbers indicate percentages				87	88	89
	87	88	89				
Varsity Football	12	12	12	Ass't Football	8	8	8
Varsity Basketball	12	12	12	Ass't Wrestling	3	4	4
Varsity Volleyball	10	12	12	Reserve Football	8	8	8
Wrestling	12	12	12	Frosh Football	6	6	6
				Reserve Basketball	8	8	8
Varsity Track	6	7	8	Frosh Basketball	6	6	6
Varsity Tennis	6	7	8	Reserve Volleyball	6	6	6
Varsity Golf	6	7	8	JV/Baseball/Softball	5	5	5
Varsity Cross Country	6	7	8	Varsity Cheerleader	5	5	5
Varsity Baseball	6	7	8	JV Cheerleader	3	3	3
Varsity Softball	6	7	8	Frosh Cheerleader	2	2	2

Activity

Vocal Music (inc. Operettas)	10	10	10	Publications Advisor			
Instrumental Music HS	9	9	9	Yearbook	4	5	5
Instrumental Music IS	5	5	5	Cardinal	3	3	3
IS Football (2)	6	5	5	HS Intramural Director (per season)	2		
IS Girls Intramural	6	6	6	(per year)		6	6
IS Basketball (1)	6	6	6	IS Spr. Sports(2)	4	4	4
				Drama (per production)			
Debate	5.5	5.5	5.5	(limit 3)	3	3	3
Forensics	3	3	3	IS AV Aide	3	3	3

B. The following positions to be placed in a special category.

1. Pro-rated contracts:
  - a. Summer Instrumental Music
2. Percentage based upon regular contract:
  - a. Guidance Director (9-12)
    - (87) 8%
    - (88-89) option 1 at 8%
    - or 2 at 4%
  - b. Curriculum Coordinators K-12
    - 4% + 1 released period/day

APPENDIX

- c. Reading Coordinator (if teaching at least 4 hours) 6%
- d. Dept. Chairpersons (dept. of 3 or more FTE) .25% per member
- 3. Football helper (1) \$400.00

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

HS Student Council Advisors (2)	3%
Senior Class Advisors (2)	3%
Junior Class Advisors	3%
Sophomore Class Advisors	2.5%
Freshmen Class Advisors	2%
IS Student Council Advisors (2)	2%
Eighth, Seventh, Sixth Grade Class Advisors (2 each)	1%

D. Adult education, summer school, and summer driver education to be paid at the same rate for classroom and preparation time. Beginning with this agreement the rates for 1987-88 will be \$12.75 per hour, 1988-89 \$13.25 per hour, 1989-90 \$13.75.

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

After game dances	\$12.50 per dance
Game helpers	\$12.50 per game night
Bus supervision for out-of-town trips	\$12.50 per trip

Substitute teaching on an emergency basis to be paid at the same rate as indicated in Paragraph D.

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



APPENDIX

III. NON-DEGREE PERSONNEL

For non-degree personnel, deduct \$500.00 from the base step plus \$10.00 for each hour short of a degree as of September 1 of the school year.

IV. GRADUATE CREDIT

A.

Effective at the beginning of the 1987-88 school year, all teachers who have earned credits beyond the MA Degree and who are receiving compensation for those credits (or who were to have credits apply for compensation for 1987-88 because of administrative approval) shall have their compensation frozen at that level. These teachers shall not accumulate additional hours with compensation until they achieve the MA+30, e.g. 1986 MA+10=\$100, 1988 MA+10 (+10)=\$100. At the MA+30 level, compensation shall be the amount of the MA+30 schedule only.

B.

Effective at the beginning of the 1987-88 school year, no additional compensation shall be given for credits earned below the MA+30 level.

C.

All courses taken beyond the MA Degree must have written approval by the Superintendent BEFORE THEY ARE TAKEN in order to qualify for compensation at the MA+30 level.

D.

Effective at the beginning of the 1987-88 school year, graduate credits earned beyond the MA+30 level shall be compensated at ten dollars (\$10) per credit hour (up to a maximum of 30 credits). Classes must relate to teaching area.

E.

Effective at the beginning of the 1987-88 school year, for teachers newly employed in the Big Rapids Public Schools, the MA+30 will be accepted, but any hours beyond the MA+30 will be evaluated by the Superintendent and salary credit awarded only for classes related to the teaching area.

APPENDIX

V. PREVIOUS TEACHING EXPERIENCE

A maximum of six (6) years shall be allowed for previous teaching experience for all teachers new to the system who are hired starting with the 1970-71 school year. In no way should this be considered retroactive for those teachers employed by the Big Rapids Public School system prior to the 1970-71 school year. A maximum of two (2) years credit may be allowed for military service as part of the six (6) years, provided a degree and a teaching certificate had been obtained prior to the military service.

VI. INSURANCE PROTECTION

A.

The Board shall provide to each teacher, coverage through the Michigan Education Special Services Association a MESSA FAK at full coverage for 1987. (Cost for 1987-88 to be \$275.19.) The Board shall provide like coverage the following two contract years with the provision that the Board will pay up to a maximum of \$297.20 (1988-89 - 8% increase) and \$320.98 (1989-90 - 8% increase).

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

Plan A: For employees needing health insurance

- Super Care 2
- Long Term Disability - 60%
  - \$2500 Maximum
  - 120 Calendar Days - Modified Fill
  - Social Security Freeze
  - Alcohol/Drug - 2 Years
  - Mental/Nervous - 2 Years
- Delta Dental Plan - 75/50/75 (\$1200.00)
  - With Adult Ortho
- Negotiated Life - \$20,000 AD&D
- Vision - VSP-1

or

Plan B (for employees not needing health insurance)

- Long Term Disability - 66 2/3%
  - \$2500 Maximum
  - 90 Calendar Days - Modified Fill
  - Social Security Freeze
  - Alcohol/Drug - 2 Years
  - Mental/Nervous - Same as any other illness

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- Delta Dental Plan      - 100:90/90/90:\$2000
- Negotiated Life        - With Adult Ortho
- Vision                   - \$30,000 AD&D
- VSP-3

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

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

B.

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

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

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

C.

When a teacher is granted a leave of absence due in part to illness, injury, or pregnancy, with intentions of returning to the system, the Board shall pay a proportional amount toward fringe benefits in relation to amount of time worked by said teacher.

D.

In accordance with past practice, teachers assigned less than a full work load shall receive pro-rated fringe benefits if it is possible under the guidelines established by the insurance carrier.

APPENDIX

VII. CALENDAR(S)

	1987-88	1988-89	1989-90
Teacher Inservice	Aug. 31	Aug. 29	Aug. 28
Students Begin	Sept. 1	Aug. 30	Aug. 29
Labor Day-No School	Sept. 7	Sept. 5	Sept. 4
End of First Quarter	Oct. 30	Oct. 28	Oct. 27
Thanksgiving-No School	Nov. 26-27	Nov. 24-25	Nov. 23-24
Christmas Break	Dec. 19- Jan. 3	Dec. 17- Jan. 2	Dec. 16- Jan. 2
End of First Semester	Jan. 21	Jan. 19	Jan. 18
1/2 Day Inservice & 1/2 Day Record Day	Jan. 22	Jan. 20	Jan. 19
Area Inservice	Feb. 26	Feb. 24	Feb. 23
End of Third Quarter	Mar. 25	Mar. 23	Mar. 23
Easter Break	Mar. 26- Apr. 3	Mar. 24- Apr. 2	Apr. 7- Apr. 15
Memorial Day-No School	May 30	May 29	May 28
Last Student Day	Jun 7	Jun 8	Jun 6
Workday for Teachers	Jun 8	Jun 9	Jun 7

Notes:

1. In the 1989-90 calendar, Spring Break may be renegotiated.
2. In the 1988-89 and 1989-90 calendars, Christmas Break will be adjusted to coincide with Ferris's Christmas Break, if adjustment is necessary.

CONFERENCES

87-88

WED OCT 28 (1/2 DAY FOR STUDENTS)  
 THURS OCT 29 (1/2 DAY FOR STUDENTS)  
 FRI OCT 30 (1/2 DAY FOR STUDENTS)

CONF. TIMES

NOON-3:30  
 6-9 PM  
 NOON-3:30

TUES MARCH 22 (FULL DAY FOR STUDENTS) 6-9 PM