

6/30/97

**MASTER AGREEMENT**

**between**

**BROWN CITY BOARD OF EDUCATION**

**and**

**BROWN CITY FEDERATION OF TEACHERS**

**1994-1995**  
**1995-1996**  
**1996-1997**

*Brown City Community Schools*

**BROWN CITY COMMUNITY SCHOOLS**

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

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## AGREEMENT

This Master Contract is entered into this 29th day of June, 1994, 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

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.

### ARTICLE 3 NO STRIKE CLAUSE

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

**ARTICLE 4  
UNION MEMBERSHIP AND DUES DEDUCTION**

**Section 1.**

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

**Section 2.**

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

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

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

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

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

## ARTICLE 5 REVIEW COMMITTEE

A review committee will be established. It will be made up of at least the following four (4) members of the Federation: President, Elementary Building Representatives (K-2 and 3-6), and a Secondary Building Representative (7-12), with the option of adding additional members as needed. They will meet once a month with at least one (1) representative of the Board and the Superintendent. They will meet to discuss any problems and/or recommendations not presently the subject of any grievance. If these meetings are held during the school day, the Board and the Union will alternate paying for any substitutes which may be hired. The Board of Education shall pay for the substitute for the first of such meetings.

## ARTICLE 6 TEACHING CONDITIONS AND EDUCATIONAL IMPROVEMENT

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

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

## ARTICLE 7 TEACHER EVALUATION

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

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

If a probationary teacher is subject to dismissal during the course of the year, he/she may request to be evaluated by another administrator.

**ARTICLE 8  
VACANCIES AND TRANSFERS**

- A. Vacancies shall be defined as openings or new positions which the Board intends to fill. Whenever vacancies arise, the Superintendent shall notify the Federation and post notice of those vacancies in the faculty room of each building for two (2) weeks before those vacancies are filled on a permanent basis. Vacancies shall be filled on the basis of academic qualifications, certification, experience, evaluations, and years of service in the Brown City School District. When all other factors are equal, seniority shall be the deciding factor.
- B. Those teachers interested in a new position for the next school year must fill out the form provided by the Administration.
- C. Laid-off teachers whose forms indicate that they are certified for a particular vacancy shall have notice of such vacancy sent to their last-known address.
- D. Before filling vacancies which occur during the summer, the Board will review the forms submitted by interested teachers.
- E. If a vacancy should occur during the summer months when regular school is not in session, the Superintendent shall notify the President of the Federation, either by telephone or by mail.
- F. With the approval of the Administration, teachers may, by mutual agreement, be permitted to switch teaching assignments for one (1) year. However, the year-to-year assignments of teachers is the prerogative of the Administration.

**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 two (2) Board and three (3) Federation representatives which shall meet after the fourth (4th) Friday of the school year. The purpose of the committee is to discuss any class size concerns which may exist. The committee shall make recommendations to the Superintendent of Schools. The Superintendent shall report back to this committee 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. A grade 1-2 split will be provided with some aide time.

**ARTICLE 10  
FACULTY MEETINGS**

Faculty meetings shall be called only when necessary.

**ARTICLE 11  
USE OF BUILDINGS**

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

**ARTICLE 12  
SCHOOL CLOSING**

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

**ARTICLE 13  
PARKING FACILITIES**

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

**ARTICLE 14  
CLERICAL HELP**

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

**ARTICLE 15  
CONTRACTS**

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

## ARTICLE 16 GRIEVANCE PROCEDURE

### Section 1. Definition

A. A grievance shall mean a complaint by a teacher or by the Union in its own behalf that there has been to him/her/them, a violation, misinterpretation or inequitable application of provisions of this Agreement; there has been a violation, misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of the teacher or the Union in its own behalf from time to time.

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 two 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 principal shall answer such grievance in writing.

**Step 4. Written Procedure**

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

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

#### ARTICLE 17 PAST PRACTICE

This Agreement shall supersede any rules, regulations or past practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

#### ARTICLE 18 SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to any employees or group of employees shall be found contrary to law as determined by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties will meet within thirty (30) days, unless mutually extended, to negotiate a new provision.

#### ARTICLE 19 LEAVE POLICIES

##### Section 1. Sick Leave

A. All teachers shall have thirteen (13) days sick leave each school year credited to them at the beginning of the year, but prorated if they leave the School District for any reason prior to the end of the school year, accumulative to one hundred eighty-two (182) 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.

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

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

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

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

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

### Section 2. Business Leave

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

B. Application for such leave shall be made in writing to the Principal of his/her building a minimum of two (2) days in advance, except in emergency situations. No business leave will be approved the day before or the day after spring break holiday. No more than ten (10) business leaves will be approved for the same date. Additional days off without pay may be requested by the teacher.

### Section 3. Bereavement Leave

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

1. Five (5) days -- spouse, child, parent, parent-in-law.
2. Three (3) days -- brother, sister, grandparents, grandchildren, aunts, uncles, aunts-in-law and uncles-in-law. Additions may be made by the Superintendent.
3. With the approval of the Superintendent, one (1) day for any relative not listed above and for any person whose funeral the employee wishes to attend.

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

**Section 4. Maternity Leave**

- A. Child rearing leave without pay shall be granted for up to twelve (12) months to teachers who have been employed in the school system for at least one (1) year.
- B. Requests for such leave shall be filed after a doctor's confirmation of pregnancy and be accompanied by a doctor's certificate. In the case of adoption, the leave will begin the day a court order is entered relieving the natural parents of custody.
- C. The teacher shall be permitted to return on schedule at the end of the leave period. Notification of return to work must be made at least One Hundred Twenty (120) days prior to the return date.
- D. Upon application by the teacher to the Board, extensions may be granted.
- E. No increment credit or use of sick days shall be allowed for maternity leave.
- F. Any teacher off due to child birth (the time after delivery of a child) may use sick days for the period of time when she is certified by her doctor, and at the option of the Board, the Board's doctor, that she is disabled and unable to do her regular job.

**Section 5. Leave Without Pay**

- A. Leave without pay may be granted and increment credit allowed on the salary schedule for the following:
  - 1. Peace Corps -- up to two (2) years.
  - 2. Exchange Teaching (foreign country) -- one (1) year maximum.
  - 3. Military Service -- up to four (4) years.
  - 4. Professional Improvement --
    - a. For a period of one (1) school year.
    - b. Application shall be submitted on or before May 1st of the preceding school year.
    - c. Graduate program with at least six (6) hours per semester toward a degree-granting program directly relating to the teaching area.
    - d. Leave is limited to teachers on tenure.

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

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

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

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

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

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

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

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

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

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

**Section 7. Leaves Taken on Act of God Days**

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

**Section 8. Family and Medical Leave**

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

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

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

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

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

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

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

**ARTICLE 20  
TEACHING HOURS AND ASSIGNMENTS**

A. The work day shall be for seven (7) hours and ten (10) minutes. Within that seven (7) hours and ten (10) minutes, the administration has the right to make assignments that are not in conflict with any other provision of this Agreement.

1. Student contact hours for the 1995-96 and the 1996-97 school years shall be 990. A joint union administrator committee will determine how this requirement shall be met.

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

C. Secondary teachers will normally be scheduled for three (3) preparations. However, based upon student interest, curricula needs and scheduling problems, some teachers may be assigned four (4) preparations, by majority vote of a committee made up of principal, union president, and two (2) teachers. By mutual agreement between the Principal and the teacher, a teacher may have five (5) preparations.

D. Secondary teachers shall receive one (1) preparation period equal to one (1) class period per day or equal to five (5) class periods per week.

E. Teachers in grade K through 6 will be provided with a fifteen (15) minute duty free recess in the morning and a twenty (20) minute duty free recess in the afternoon.

If teachers do not receive the duty free recess time, they shall be granted compensation time or receive extra pay. Choice of which shall be up to the individual teacher.

Teachers in grades K through 6 will also be provided at least sixty (60) minutes of preparation time in normal work week over and above the recess minutes mentioned above. If teachers do not receive the preparation time, they shall receive compensation time or receive extra pay. Choice of which shall be up to the individual teacher.

**ARTICLE 21  
WEEKLY SCHEDULE OF ACTIVITIES**

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



**ARTICLE 22  
EXAMINATIONS**

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

**ARTICLE 23  
NEGOTIATIONS**

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

**ARTICLE 24  
PRINTING OF CONTRACT**

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

**ARTICLE 25  
TRANSFERS**

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

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

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

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

**ARTICLE 26  
COACHING ASSIGNMENTS**

Recommendations for coaching assignments are primarily the responsibility of the Athletic Director. Notifications of assignments shall be made prior to June 1st.

**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 September 2, 1994. The teachers who select the latter method will have the additional option of having the last six (6) payments made on the last day of school or to continue receiving installment payments throughout the summer.

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

**ARTICLE 30  
HEALTH INSURANCE**

The Health Insurance Program shall be: PET/MEBS Three (3) Star Program. Premiums and deductibles shall be paid by the Board of Education.

The Board shall pay for all subscribers, single, two-person, family up to the amount specified for that contract year. 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 (\$1,000.00) Dollars per year toward a tax sheltered annuity. (To be paid in equal monthly installments.)

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

This premium cap paid by the Board per month shall be:

	Single Subscriber	Two Person	Full Family	Spouse Dependent
1994 - 1995	\$232.43	\$495.99	\$524.52	
1995 - 1996	255.67	545.59	576.97	
1996 - 1997	281.24	600.15	634.67	

1995-96 The Board of Education's contribution shall be increased up to 15% above the rates listed above. Should the premium increase exceed 15%, the Board of Education shall deduct the difference from each teacher's check.

1996-97 Same as above.

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 continue with the following riders: 50/50 coverage for dentures, 75/25 coverage for preventive dental services and increase the maximum of dental coverage to \$1,000.

The Board shall pay for all subscribers, single, two-person, family up to the amount specified for the contract year. Where both husband and wife are employed as teachers in the District, the Board shall pay the full premium.

Subject to the terms of the carrier, benefits shall be increased by ten (10%) percent per year, including the maximum dental coverage amount.

B. Vision Insurance. Effective January 1, 1984, the Board of Education shall pay the premiums on a basic vision program whose benefits shall be attached as Appendix B.

Subject to the terms of the carrier, benefits shall be increased by ten (10%) percent per year.

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 shall pay the premium for said LTD policy. (Every year thereafter, teachers who begin the school year with sixty (60) or more days of accumulated sick days will have the premium paid by the District.) The program will have a ninety (90) calendar day waiting period, sixty (60%) percent of pay, maximum of Two Thousand (\$2,000.00) Dollars monthly, and subject to the other conditions in the program.

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

### ARTICLE 33 CALENDAR

The school calendar for the 1994-1995 school year shall be as attached in Appendix "A."

The school calendar for 1994-1995 shall consist of 180 student session days and 180 teacher work days.

The school calendar for 1995-1996 shall consist of 181 student session days and 182 teacher work days.

The school calendar for 1996-1997 shall consist of 183 student session days and 184 teacher work days.

### ARTICLE 34 OUTSIDE EXPERIENCE

Up to and including eight (8) years teaching experience, not be retroactive, shall be allowed on the salary schedule for outside experience.

**ARTICLE 35  
STAFF REDUCTION**

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

1. Within thirty (30) days following the beginning of each school year, the Board will publish and make available to the Federation, a seniority list containing the names and dates of employment of all employees in the bargaining unit. It is further understood that the date of employment shall mean the first date of service in the School District.
2. The Administration, in the event of a layoff, shall establish its educational curriculum and staffing requirements. The need for a reduction of staff will be discussed by the Review Committee at least thirty (30) days prior to an actual reduction in staff except in emergency situations.
3. Probationary teachers shall be laid off first, except in case where no tenure teacher possesses proper certification for the position to be retained. Tenure teachers shall be laid off according to seniority, except in cases where a proper certificate is not possessed. In the event of identical employment dates, the qualifications of the teachers, the criteria for which will be established by the Board of Education, shall be used.
4. Notice of layoff will be by certified mail or by hand delivery to the teachers affected with a list of names of laid-off teachers sent to the President of the Federation.
5. Offer or recall will be in reverse order of layoff, provided the teacher is properly certified.
6. Notices of recall will be by certified mail, return receipt requested. Teachers will be required to respond within ten (10) days of a receipt of a recall notice. Failure to do so will indicate a lack of desire to return to School District employment, thereby terminating any previous relationship.

7. Teachers will remain on a seniority recall list for a period not to exceed two (2) years from the date of layoff. Teachers who are on layoff shall notify the Administration by April 15th of the current year of their intent to return to the Brown City Schools and of any change in their certification status and/or any additional majors or minors and their current mailing address. Seniority permitting, a laid off bargaining unit member who has changed, or will have changed and/or improved, his/her certification status by June 15th shall, upon notification to the Administration, be permitted at the beginning of the following school year to bump into a position for which he/she is now qualified. To be eligible for such bumping, the laid off employee shall be required to present his/her anticipated course of study for additional certification to the Administration as soon as this course of study has been established and to keep the Administration appraised of progress on a semester basis prior to completion of the courses. Failure to so inform the Administration will be considered as vacating recall rights.
  
8. By mutual agreement, the parties may deviate from this procedure.

**ARTICLE 36  
SALARY SCHEDULE - 1994-95**

STEP	BA	BA+15/18/20*	MA	MA+15/20**
1	\$24,310	\$25,790	\$27,519	\$28,875
2	25,816	27,201	28,984	30,356
3	27,325	28,614	30,450	31,837
4	28,833	30,025	31,916	33,317
5	30,340	31,437	33,382	34,799
6	31,849	32,848	34,847	36,280
7	33,357	34,259	36,314	37,760
8	34,865	35,672	37,779	39,240
9	36,373	37,083	39,247	40,721
10	37,884	38,501	40,721	42,203
11	39,399	40,041	42,350	43,891
<b>LONGEVITY:</b>	12-15 YEARS	16-20 YEARS	21+ YEARS	
	\$1,700	\$1,900	\$2,100	

**SALARY SCHEDULE  
1995-96**

STEP	BA	BA+15/18/20*	MA	MA+15/20**
1	\$24,674	\$26,176	\$27,931	\$29,308
2	26,203	27,609	29,418	30,811
3	27,734	29,043	30,906	32,314
4	29,265	30,475	32,394	33,816
5	30,795	31,908	33,882	35,320
6	32,326	33,340	35,369	36,824
7	33,857	34,772	36,858	38,326
8	35,387	36,207	38,345	39,828
9	36,918	37,639	39,835	41,331
10	38,452	39,078	41,331	42,836
11	40,777	41,442	43,832	45,427
<b>LONGEVITY:</b>	12-15 YEARS	16-20 YEARS	21+ YEARS	
	\$1,700	\$1,900	\$2,100	

**SALARY SCHEDULE  
1996-97**

STEP	BA	BA+15/18/20*	MA	MA+15/20**
1	\$25,044	\$26,568	\$28,349	\$29,747
2	26,596	28,023	29,859	31,273
3	28,150	29,478	31,369	32,798
4	29,703	30,932	32,879	34,323
5	31,256	32,386	34,390	35,849
6	32,810	33,840	35,899	37,376
7	34,364	35,293	37,410	38,900
8	35,917	36,750	38,920	40,425
9	37,471	38,203	40,432	41,950
10	39,028	39,664	41,950	43,478
11	42,204	42,892	45,366	47,016
<b>LONGEVITY:</b>	<b>12-15 YEARS</b>	<b>16-20 YEARS</b>	<b>21+ YEARS</b>	
	\$1,700	\$1,900	\$2,100	

- 1\*. Employees credited with BA + 15 semester hours during the 1978-79 school year will maintain their position on this step.
2. Employees with less than BA + 15 semester hours during the 1978-79 school year must accumulate BA + 18 semester hours to be placed on this step.
3. Employees hired for the 1979-80 school year and beyond must accumulate BA + 20 semester hours to be placed on this step.
- 1\*\*. Employees credited with MA + 15 semester hours during the 1978-79 school year will maintain their position on this step.
2. All other employees must accumulate MA + 15 semester hours to be placed on this step, providing they were part of the staff in the 1978-79 school year.
3. Employees hired new for the 1979-80 school year and beyond must accumulate MA + 20 semester hours to be placed on this step.



**ARTICLE 37  
EXTRA DUTY PAY**

Extra duty pay shall be determined by a committee of two (2) administrators and two (2) coaches. The benchmark shall be: The Head Football Coach shall receive Two Thousand Five Hundred (\$2,500) Dollars. The position of the Head Football Coach will then be evaluated, according to the Value of Activities Guide, to arrive at the number of points associated with the Head Football Coach's position. That will determine the point value of all other coaching jobs which will also be evaluated, based on the Value of Activities Guide, to determine their pay.

The non-coaching positions, starting with cheerleaders, down through Mileage shall also be determined by the committee: however, not on the basis of the Value of Activities Guide.

All percentage based positions, will be based upon the BA-Step 1 of the current salary schedule.

	1994-95	1995-96	1996-97
Varsity Football	\$3,576	\$3,683	\$3,794
Assistant Varsity Football	2,657	2,737	2,819
Junior Varsity Football	2,466	2,540	2,616
Junior Varsity Assistant Football	1,884	1,940	1,999
Varsity Boys & Girls Basketball	3,576	3,683	3,794
Assistant Varsity Boys & Girls Basketball	1,236	1,273	1,311
J.V. Boys & Girls Basketball	2,223	2,289	2,358
Freshman Basketball	1,836	1,892	1,948
8th Grade Boys & Girls Basketball	1,591	1,639	1,688
7th Grade Boys & Girls Basketball	1,591	1,639	1,688
Cross-Country	2,466	2,540	2,616
Varsity Volleyball	2,466	2,540	2,616
Junior Varsity Volleyball	1,446	1,490	1,534
Junior High Volleyball	908	936	964
Varsity Baseball & Softball	2,803	2,887	2,973
J.V. Baseball & Softball	1,884	1,940	1,999

	1994-95	1995-96	1996-97
Varsity Boys & Girls Track	3,093	3,186	3,281
Assistant Varsity Track	1,717	1,769	1,822
Head Junior High Track	1,928	1,986	2,046
Assistant Junior High Track	1,534	1,580	1,627
Golf	1,709	1,760	1,813
Wrestling	2,466	2,540	2,616
Cheerleaders - Varsity	1,377	1,418	1,461
Cheerleaders - Junior Varsity	1,127	1,161	1,195
Cheerleaders - 7th & 8th Grade	626	645	664
Yearbook	1,127	1,161	1,195
Band	1,628	1,676	1,727
Chorus	1,127	1,161	1,195
A-V Coordinator	1,502	1,547	1,594
Play Director	567	584	601
F.F.A. Sponsor	464		
F.H.A. Sponsor	464		
<b>Class Sponsors:</b>			
12th	309		
11th	412		
10th	283		
9th	258		
8th	232		
7th	232		
National Honor Society	258		
Future Teachers	258		
Student Council	412		
Art Club	258		
SADD Director	258		

BROWN CITY BOARD OF EDUCATION

and

BROWN CITY FEDERATION OF TEACHERS

	1994-95	1995-96	1996-97
Classroom Supervision	10.82/hr		
Drivers Education	12.36/hr		
Homebound	13.39/hr		
Mileage	IRS RATE		

During the 1994-95 school year, the parties agree to discuss the possible adoption of a new method for Extra Duty Pay. If no agreement is reached, rates shall be as set forth above.

**ARTICLE 38  
DURATION**

This contract shall commence on July 1, 1994 and shall remain in full force and effect until June 30, 1997.

BROWN CITY BOARD OF EDUCATION

Robert Rogers  
Paul E. Johnson  
Donald Gushka

DATED: 9-14-94

BROWN CITY FEDERATION OF TEACHERS

Sharon Tebo  
Carol Konik  
James D. Seibold

DATED 9-14-94

**APPENDIX A**

**SCHOOL CALENDAR FOR 1994-1995**

		Student Days	Staff Days
August 29	Staff Day - Morning Student Day - Afternoon		
September 5	Labor Day - No School		
November 23	Staff Day - Morning Student Day - Afternoon		
November 24-25	Thanksgiving Break		
December 21	Staff Day - Morning Student Day - Afternoon		
December 23- January 2	Christmas Break - Winter Recess		
January 3	School Resumes		
January 20	Staff Day - Morning Student Day - Afternoon		
February 20	President's Day		
March 27-April 2	Spring Break		
April 14	Good Friday		
April 17	Easter Monday		
May 19	Memorial Day - No school		
June 1	Staff Day - Morning Student Day - Afternoon		
June 2	Last Day - Students Morning Staff Check Out - Afternoon		

Student Days: 180

Staff Days: 180

Snow Make-up: June 5, June 6, etc.

APPENDIX B

Effective as soon as the contract is ratified and signed, the benefits shall be as follows:

ULTRA-VISION BASIC PLAN

BENEFITS

I. Examinations	\$25.00 - One time every 12 months
II. Regular Lenses	\$21.00 - One time every 12 months
III. Bifocal Lenses	\$24.00 - One time every 12 months
IV. Trifocal Lenses	\$30.00 - One time every 12 months
V. Lenticular Lenses	\$36.00 - One time every 12 months
VI. Frames	\$15.00 - One time every 12 months
VII. Contact Lenses	\$50.00 - Contact lenses are allowed under the program in either of these instances: 1) Following cataract surgery; 2) When visual acuity cannot be corrected to 20/70 in the better eye except by their use. Contact lenses for cosmetic purposes are not furnished under this plan. However, if you choose contact lenses in lieu of the glasses available under this program, an allowance of \$50.00 will be made toward their cost.

Examinations, frames and one set of corrective lenses (regular glasses, prescription sun glasses, photography lenses, or contact lenses) will be provided once in a 12 month policy year (July 1st to June 30th of the following year) for each eligible member of the family.

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