

MASTER AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF THE

BIG RAPIDS PUBLIC SCHOOLS

AND THE

BIG RAPIDS EDUCATION ASSOCIATION

AUGUST 16, 2024 - AUGUST 15, 2027

| <u>TABLE OF CONTENTS</u> | <u>Page</u> |
|--|-------------|
| <u>TEACHER AGREEMENT</u> | <u>3</u> |
| <u>WITNESSETH</u> | <u>3</u> |
| <u>ARTICLE I – RECOGNITION</u> | <u>4</u> |
| <u>ARTICLE 2 - BOARD RIGHTS</u> | <u>6</u> |
| <u>ARTICLE 3 - ASSOCIATION AND TEACHER RIGHTS</u> | <u>7</u> |
| <u>ARTICLE 4 - PROFESSIONAL COMPENSATION</u> | <u>9</u> |
| <u>ARTICLE 5 - TEACHING HOURS</u> | <u>11</u> |
| <u>ARTICLE 6 - TEACHING CONDITIONS</u> | <u>13</u> |
| <u>ARTICLE 7 - CLASS SIZE</u> | <u>15</u> |
| <u>ARTICLE 8 - VACANCIES, PROMOTIONS, AND TRANSFERS</u> | <u>18</u> |
| <u>ARTICLE 9 - SICK LEAVE PAY</u> | <u>19</u> |
| <u>ARTICLE 10 - LEAVE OF ABSENCE</u> | <u>22</u> |
| <u>ARTICLE 11 - PROTECTION OF TEACHERS</u> | <u>25</u> |
| <u>ARTICLE 12 - NEGOTIATION PROCEDURES</u> | <u>26</u> |
| <u>ARTICLE 13 PROFESSIONAL GRIEVANCE PROCEDURE</u> | <u>27</u> |
| <u>ARTICLE 14 - TEACHER INVOLVEMENT IN CURRICULUM STUDY</u> | <u>30</u> |
| <u>ARTICLE 15 - SCHOOL IMPROVEMENT PLAN</u> | <u>31</u> |
| <u>ARTICLE 16 - MISCELLANEOUS PROVISIONS</u> | <u>32</u> |
| <u>SCHEDULE A - SALARY SCHEDULES</u> | <u>33</u> |
| <u>SCHEDULE B - EXTRA DUTY SCHEDULE</u> | <u>35</u> |
| <u>SCHEDULE C- INSURANCE PROTECTION</u> | <u>39</u> |
| <u>CALENDARS AND CONFERENCES</u> | <u>41</u> |
| <u>APPENDIX 1 - LETTER OF UNDERSTANDING FOR USE OF PARAPROFESSIONALS AT BIG RAPIDS HIGH SCHOOL</u> | <u>42</u> |
| <u>APPENDIX 2 -APPLICATION FOR SICK LEAVE</u> | <u>43</u> |
| <u>APPENDIX 3-MERIT PAY</u> | <u>44</u> |
| <u>APPENDIX 4 - INDIVIDUAL DEVELOPMENT PLAN</u> | <u>45</u> |
| <u>APPENDIX 5 – MANDATORY SUBJECTS OF BARGAINING/UNPROHIBITED SUBJECTS</u> | <u>47</u> |
| <u>ARTICLE 17 – DURATION OF AGREEMENT</u> | <u>55</u> |

BIG RAPIDS SCHOOL DISTRICT

TEACHER AGREEMENT

This Agreement entered into this 16th day of August, 2024 by and between the Board of Education for the Big Rapids Public Schools, 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:

- 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, counselors, and certificated school social worker 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.
- 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 shall coordinate payment of dues with association treasurer.
- D. The parties recognize that the BRE is the exclusive bargaining agent for the members/positions described in the recognition clause of this agreement.
- E. The Association agrees to indemnify and save harmless the Board, the Big Rapids Public Schools, individual members of the Board and the Board's employees and agents, against any and all claims, demands, causes of action, costs, suits or other forms of liability; including, but not limited to, attorney fees and unemployment compensation costs that may arise out of, or by reason of, action by the Board for the purpose of complying with this Article, subject however, to the following 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 Article.
- F. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- G. 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.

- A. The Board, on 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 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, rights, 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 of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. No provision of this Agreement shall be construed as limiting or restricting the Board's rights regarding those matters which are designated as management rights and prohibited subjects of bargaining under Subsections 15(3) and (4) of the Public Employment Relations Act. This provision shall take precedence over any other provision of this Agreement and present the paramount premise for interpreting this Agreement.
- 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.

- 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 for 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 of collective professional negotiations with the Board or institution of any grievance, complaint or processing under this Agreement or otherwise provided by law with respect to any terms or conditions of employment. The Association agrees that it will not discriminate against any employee, based upon Association membership or non-membership.
- B. Both parties to this Agreement specifically recognize the right of either the Board or the teacher appropriately to invoke the assistance of the Michigan Employment Relations Commission 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 Association business.
- D. The Board agrees to furnish to the Association, in response to the 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/her own personnel file. The teacher may have a representative of the Association accompany him/her in such review. Other examination of a teacher's file shall be limited to qualified supervisory personnel, except that an Association representative, with the written permission of the member, may review such files at reasonable times when necessary for contract administration purposes or to provide the teacher representation in other administrative or legal proceedings.

All requirements of the Bullard-Plawecki Employee Right to Know Act (Act 397 of 1978) shall be adhered to by the Board. These requirements include, but are not limited to, the right to review the teacher's own file; the right to disagree with information

contained in the file; the right to request that the material be corrected or removed from the file; and the right to submit a written statement explaining the teacher's position in the event the Superintendent refuses to change or remove the material from the file.

When complaints against a teacher or disciplinary reports are to be placed in a teacher's file, the affected teacher shall review and sign said material, such signature shall be understood to indicate awareness of the material; but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- F. 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 prohibition against discrimination on the basis of sex shall not apply where sex is a bona fide occupational qualification (BFOQ). The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, physical size, handicap, religion, sex, color, or national origin, and to seek to achieve full equality for educational opportunity to all pupils.
- G. Seniority is defined as the length of unbroken service within the school district commencing with the date of hire to a bargaining unit position.
1. Taking an approved leave does not constitute a break in service. Seniority shall continue to accrue during such approved leave.
 2. Seniority is "frozen" when a bargaining unit member is employed within the district in a non-bargaining unit position. Should the employee return to a bargaining unit position, seniority will begin to accrue from the point at which it was "frozen."
- A seniority list shall be published yearly and kept current. The list shall show the name, date of hire, and date of letter of intent to hire (if available).

- 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 the schedules which are 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, shall be released from regular duties without loss of salary. The number of staff to be released shall not exceed five (5) at any one time.
- 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 year's 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.
- E. Any teacher who covers a class during his/her conference/preparation hour will be given the option of comp time in lieu of substitute payment. This time will accrue in the form of hours of time the teacher may use at a future time/date during the year the work was performed. Any unused time at the end of the school year, will be compensated at the current substitute pay according to Schedule B Extra Pay Schedule, Section 4.
Any teacher with accrued comp time may use such time provided:
 - 1. Use of the comp time is approved and scheduled at least three days in advance.
 - 2. Comp time can only be used immediately before or after a vacation or holiday or in conjunction with any other approved absence with administrative approval.
 - 3. The teacher assumes a joint responsibility with the administration to provide and maintain a signed record of the accumulation and use of his/her comp time.
 - 4. Comp time will be used in half or full day increments.
- F. In the event a teacher is required to move classrooms, they will earn up to three 6 hour days of compensations of the pay rate in the CBA 2021-2024 \$27.50 for a maximum of 18 hours. If a teacher needs more time than 18 hours, they will need to get prior approval from administration. The teacher will have custodial support to move heavy or large

items, such as desks or file cabinets. Should a teacher not be available during the time period needed to move their classroom, custodial staff will complete the move.

- A. The teachers' normal teaching hours in the schools shall be as follows.
1. At the beginning of the school day, teachers are to be on duty ten (10) minutes prior to the start of the instructional day.
 2. Teachers shall leave school no earlier than ten (10) minutes after the school's dismissal time
 3. 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 reasonably be completed within such standard workweek.
 4. On Professional Development days and any day in which students do not report to school, the day will begin no earlier than 8:00 a.m. and shall end no later than 3:00 p.m.
- B. All teachers shall be entitled to a duty-free, uninterrupted lunch period, which shall be no less than forty-five (45) minutes.
- C. Elementary teachers (K-5) will be provided two (2) fifteen (15) minute, duty-free recess/instructional periods each full school day, except that one (1) elementary teacher will be required to cover each such recess/instructional period at each elementary building. This shall not apply to recess periods connected to the students' lunch period. A teacher will be compensated twelve (12) dollars for each recess/instructional period covered, payable on a school marking period basis. At the beginning of each school year, or as soon as it is determined that recess coverage is necessary to meet the clock hours of instruction, each building administrator shall (at a teachers meeting) ask for teachers to cover such recess/instructional periods on a voluntary basis. If no teachers, or an insufficient number of teachers, volunteer for recess/instructional duties, such duties will be handled on a rotating basis beginning with the least senior teacher within each building and including all teachers (including elementary specials teachers) within each building. Elementary specials shall also have at least the equivalent of two (2) fifteen minute, duty-free recess periods each school day. Classroom teachers will not be required to attend the classes receiving instruction from teachers primarily assigned to teach art, music, physical education, or technology.
- D. If the above attempts to secure a substitute are not successful, the classroom teacher shall retain supervision of the students and shall be paid in accordance with Schedule B—Extra Pay Schedule, Section 4.
- E. If an accident occurs during the morning or afternoon recess which requires the attention of the principal and/or playground supervisor, a teacher will volunteer to assist in the supervision of students during that recess.
- F. 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" exceeds the state number of

"grace days," and if state law mandates make-up of these excessive days, or if the make-up of these excessive days is necessary in order to receive full state aid, 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.

- G. Teachers who attend field trips outside of school hours will be compensated in the form of CBA hourly rate

- A. The normal weekly teaching load in the high school will be twenty (20) teaching periods and five (5) unassigned counseling preparation periods. The normal weekly teaching load in the middle school will be twenty five (25) teaching periods and five (5) unassigned counseling preparation periods. The normal weekly teaching load in the elementary schools will be thirty (30) teaching periods.
- Beginning with the 2002-03 school year and each year thereafter, elementary teachers shall receive no less than 180 minutes preparation and no block of time shall be less than 30 minutes. This time shall be free from student supervisory responsibilities. This section shall not be construed as limiting the Board's management rights concerning experimental or pilot programs as provided by Subsection 1 5(3)(h) of PERA.
- B. Time for Parent-Teacher Conferences (Pre K-12) each year shall be scheduled as follows:
1. Two (2) fall evenings (students attend all day, teachers hold parent conferences in the evenings).
 2. No school on Friday (or its equivalent) after conferences for students or staff. Elementary teachers with over 24 students will receive comp time for additional time allocated to conferences. Such time shall be limited to 15 minutes per each student over 24 (i.e. 26 students would result in an additional half hour (1/2) of comp time). This time must be verified and preapproved by the building administrator.
 3. One (1) winter/spring three (3) hour evening session (students attend full day).
 4. Teachers and students attend 1/2 day on Friday (or its equivalent) of conference week.
- Dates for these conferences to be set after consultation with the Association.
- C. 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 educational tools. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
- D. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- E. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for teacher use. Any substantial changes or improvements in the elementary or middle school buildings shall incorporate provisions for private, locked restrooms for staff use only.
- F. 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.

- G. No teacher shall be required on a regular basis to clean up student bodily fluids, change student clothing, or wash students in situations where such action would pose a possible health hazard for teachers. The Board agrees to have available for all teachers a package to safeguard the teacher from handling such materials in the event a teacher would perform these services.
- H. If a faculty meeting is held on the work day at the end of the semester or school year, it shall last no longer than 90 minutes.

- 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 the 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): 23 pupils
 2. Elementary grades 1-2: 24 pupils
 3. Elementary grade 3: 25 pupils
 4. Elementary grades 4 – 5: 26 pupils
 5. Special education classes within the guidelines as set by the state
- The parties also agree that the desirable class size in the middle and high school levels should be as follows:

| | |
|--|-----------|
| English, Social Studies, General Education, Science, Language, Business, Mathematics | 30 pupils |
| Computer Courses | 30 pupils |
| Industrial Arts | 30 pupils |
| Life Skills/Management | 30 pupils |
| Music (excluding Band, Choir) | 30 pupils |
| Art | 30 pupils |
| Health | 30 pupils |
| High School Science Laboratory Classes | 28 pupils |
| Physical Education | 36 pupils |

In the event the desirable class size is exceeded by ten (10) percent or more, every effort will be made to equalize the class sizes.

- C.
1. Whenever the above guidelines are exceeded in grades K(PK)-5 by one (1) students, a half-time paraprofessional shall be provided. When the guidelines are exceeded by two (2) students, a full time paraprofessional shall be provided.
 2. Whenever the above guidelines are exceeded in grades 6-12* by two (2) students, a half-time paraprofessional shall be provided. When the guidelines are exceeded by four (4) students, a full time paraprofessional shall be provided.
 3. In the event the class sizes in grades K(PK)-5 cumulatively, across the district exceed 20, a new classroom will be opened for that grade level. Once class sizes in grade

levels K(PK)-5 cumulatively, across the district exceeds 20, teachers will be compensated \$10 per student over the class size limit plus 2, per day in addition to the paraprofessional provided until the new classroom is opened.

- D. In the event the issue is not satisfactorily resolved, the Association may make recommendations to resolve the situation to the Board of Education.
1. By September 30th, the Board will notify the teachers in the elementaries, middle school and high school* if there will be a shortage of paraprofessionals to cover the overloads. Teachers may choose to participate in a lottery that offers compensation in place of section C (i.e. Teachers with overloads are randomly drawn one at a time and offered compensation in place of section C). Teachers with overloads shall receive \$2.50 per class period per day for each student over the desirable class size. Affected teachers will keep a daily/hourly overload record to be handed in weekly to the building principal for approval.
 2. If the scheduled paraprofessional(s) are not present for a full day to fulfill section C, the same rate will be paid. Teachers will not be compensated for scheduled paraprofessional lunches and breaks.
*Only contingent upon high school instructional support center (ISC) being operational.
- E. The Board agrees to count special education students as part of the regular classroom pupil count. The Board will make a reasonable effort to evenly distribute special education students among grade level classes or courses within a building. 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.
- F. While the parties acknowledge the policy of least restrictive environment is legally mandated, they also recognize the extent to which any individual student with a disability should participate in special education programs and services must be appropriate to that student's unique needs as determined by an individual educational planning committee (IEPC).
Any teacher who will be providing instruction to a student with a disability in a regular education classroom setting shall be invited, in writing, to participate in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a special education classroom or provide support services. The IEPC should be scheduled to accommodate the regular education teacher's timetable as well as other professionals in attendance.
If any teacher, in writing, advises the administration of a reasonable basis to believe problems exist in the implementation of a student with a disability's current IEPC, the teacher shall have the right to request a meeting of appropriate staff to discuss the problem and possible solutions. The Association member shall have the right to identify which staff he/she believes should attend the meeting. The student's IEPC specifies and provides for availability of all supplementary aides, support personnel and other related

services deemed necessary by the IEPC. The administration will provide such necessary support determined by the IEPC.

ARTICLE 8**VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. For the purposes of this Article, a vacancy shall be defined as a professional position within the bargaining unit which the Board intends to fill and which is unfilled because it is newly created or because the teacher holding that position is no longer employed by the district.
- B. Except as required by the provisions of the Michigan Open Meetings Act, a request by any teacher(s) leaving the system not to announce their name(s) will be honored by the Board.

- 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 130 days.

When teachers are ill, or for any other reason cannot conduct their classes, they shall notify the principal or other designated person, following district guidelines as contained in the teacher handbook updated periodically, so that a substitute can be secured.

B. Sick leave bank

1. The sick leave bank shall be established by carrying over the unused days from the previous year's bank. After repayment of days from members who borrowed from previous years the Association may (in order to) restore the bank each year to the maximum 180 days, the procedure shall be to add as necessary to the bank's unused balance 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. Probationary teachers are exempted from contributing to the sick bank.
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/her 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, which prevents a teacher from making application, a member of the teacher's immediate family or other designated individual 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 critical personal illness or injury including disability due to pregnancy.
4. The Association shall be empowered to review the applications for days from the sick leave bank and shall be empowered to grant sick leave days from the sick leave bank. The Association shall notify the Board within two (2) working days of an application to the sick leave bank. The Association shall notify the Board within five (5) working days of the granting or denial of the request. After joint consultation, if either the Board or the Association feels it necessary, a physician's statement shall be required 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 or the number of days needed to be eligible for Long Term Disability, whichever is less.

7. Repayment
 - a. Members who are borrowing days from the sick bank will sign a repayment agreement.
 - b. Repayment will start at the beginning of the next school year.
 - c. Repayment must be at least three (3) days per year until all the days are repaid. Repayment can be paid back faster than three (3) days per year but not less than three (3) days per year unless the member went on disability insurance. The first year back to work from being on disability insurance, only one (1) day must be repaid. The following years must be paid back at a minimum three (3) days per year.
 - d. In the event that the member leaves the Big Rapids Public Schools district before repayment, the member will pay an amount equal to the number of unpaid sick leave days times his/her daily pay (salary divided by contractual workdays.) Upon receipt of repayment from the member, the Central Office will credit the Sick Bank and notify the BREA President.
 - e. In the event of special circumstances, the BREA executive board shall reserve the right to cancel the debt of repayment.
8. In the event a teacher becomes disabled and is entitled to Workers' Compensation for permanent or temporary, 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 Workers' 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 Workers' Compensation benefits subsequently received. In computing the sick leave pay offset against the teacher's 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. Pay for unused sick leave will be according to the following schedule:
 1. A teacher who resigns from the district with five (5) or more years of service as an Association member shall receive ten percent (10%) of the pay he/she would receive for his/her unused sick leave accumulation up to a maximum of \$1 ,500.
 2. A teacher who retires from the district, is eligible and applies for benefits from the Michigan Public School Employees Retirement System (MPERS), and gives notice of such retirement in writing to the Superintendent by April 1st of the school year of retirement, shall receive twenty-five percent (25%) of the pay he/she would receive for his/her unused sick leave accumulation up to a maximum of \$6,500.

3. A teacher who retires as defined in section C.2. of this Article (above), with written notice of retirement given to the Superintendent after April 1st of the school year of retirement, shall receive twenty percent (20%) of the pay he/she would receive for his/her unused sick leave accumulation up to a maximum of \$2,500.
The provisions of Article 9 Section C (above) may be superseded if a universal buyout plan is adopted and applicable to a particular teacher.

- A. Any teacher whose personal illness extends beyond the period compensated under Article — 9 Sick Leave Pay 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 will be sent to the teacher and the Association by registered mail. Within (20) calendar days from the date said notification is sent, the teacher shall apply for the leave of absence provided by this section if the teacher desires such leave. Applications may be by the teacher's agent. If the teacher or his/her agent fails to apply within the twenty (20) day time limit, this shall constitute the teacher's resignation from employment.
- 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. Three (3) days a year for the conducting of personal business. Personal business days shall not be used to extend holiday periods except when waived by the Superintendent. If any employee has exhausted all of his/her sick leave allowance, an additional day for conducting personal business as described above may be granted at the discretion of the Superintendent. The employee's request for the additional day must be made in writing.
 5. Time granted under funeral leave will be time necessary for attendance at the funeral. An employee will be allowed three (3) days from a separate fund and two (2) days from the employee's sick/personal leave allowance for funeral leave days for death in the immediate family in any school 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,
Son-in-Law, Daughter-in-Law, Grandparents, Grandchildren, Aunt, Uncle,
Nephew, Niece, or Cousin. Any employee selected for pall bearer for a deceased employee will be allowed one funeral day in any calendar year.
 6. An employee will be allowed one (1) working day as funeral leave for the death of a close friend or student.
 7. Teachers using two (2) or less sick/personal days will be compensated \$100.00 at the end of the school year. Teachers using zero (0) sick/personal days will be compensated \$200.00 at the end of the school year.

8. In the event that a bargaining member has a parental leave and exhausts their sick time, the District and the BREA will each donate an additional 3 days (total of 6 days) to that bargaining member. Days will be prorated based on the number of school days remaining.
- C. Leave 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.
 4. When subpoenaed for court appearance (limited to 10 days on a first subpoenaed basis).
 - 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 eight (8) 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. Eight (8) additional days during non-bargaining years and fifteen (15) days during bargaining years (the final year of the master agreement) can be used by the Association with the Association reimbursing the Board for the cost of hiring a substitute teacher within ten (10) business days.
 - 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. Pursuant to Section 1235 of the School Code of 1976, teachers who have been employed for seven (7) years may be granted a sabbatical leave for one (1) year without pay. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board.
 - H. 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.

Teachers on military leave shall return to work no later than the beginning of the semester following the end of their first term of service. Upon return from 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 qualified.

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.

- I. 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 an 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.
- J. 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 10-Leave of Absence 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.
- K. A leave of absence without pay may be granted upon application and after consultation with the Board for child care leave (natural and adoptive) of up to one (1) year. A teacher, upon return from this unpaid leave of absence, shall be restored to his/her former position, if available, or to a position of like nature, seniority, and status. A teacher shall not advance on the salary schedule if the childcare leave is one (1) semester or longer.

- 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.
- If any teacher, in writing, advises the administration of a reasonable basis to believe that a student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the administration will, in a timely manner, respond to the teacher in writing. The administration, in coordination with the teacher, will take reasonable steps to resolve the student's problems.
- Should this process fail, as determined by the teacher and the administration, the Board shall take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. Any case of assault upon a teacher related to his/her 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. Teachers, in accordance with MCLA 380.1312, within the scope of his/her responsibilities, may use such reasonable physical force as may be necessary to:
1. Protect himself, herself, the pupil, or others from immediate physical injury.
 2. Obtain possession of a weapon or other dangerous object upon or within the control of a student.
 3. Protect property from physical damage.
- 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. 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.
- F. Every effort will be made to notify teachers regarding students whose past behavior may indicate a concern for the health and/or safety of staff or other students provided that it is legal to do so and notification is not in conflict with confidentiality obligations.

- 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 successor 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 Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

A. Definitions:

1. Grievance. A grievance shall be defined as an alleged violation of the terms and conditions 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, or the Association.
3. Designated representatives of the Board. The "designated representative of the Board" shall mean the principal in each school building, or other administrator or supervisor responsible for the decision in question, except that if the grievance arises in more than one building, the designated representative of the Board shall mean the Superintendent of the schools, in which case the grievance shall commence at step two. 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 teacher work days.

B. Purpose:

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 and alleged violation of the provisions of the Agreement. To better effectuate this process, both parties agree that all proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
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. Any grievance not answered within the time limits by the Board shall automatically pass to the next step of the Grievance Procedure. Any grievance not appealed by the Association within the time limits shall be deemed settled on the basis of the Board's last answer. 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 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.

4. It is expressly understood that the grievance procedure shall not apply to teacher tenure dismissal (including the non-renewal of a probationary teacher) or suspension without pay because the Teacher Tenure Act prescribes a procedure or authorizes a remedy which is not subject to the grievance procedure.
- C. All grievances shall be handled in accordance with the following procedure:
1. STEP ONE. When an aggrieved person becomes aware of, or should have become aware of, but in no case more than twenty (20) days after 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. Within five (5) 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, shall be present at such meeting. Within five (5) days of the above meeting, the designated representative of the Board shall make a 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.
 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 shall be present at such meeting. Within five (5) 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 Superintendent's decision, may appeal to the Board of Education by filing with the president of the Board. That filing shall be in writing and shall include the grievance, along with the step two decision of the Superintendent. Upon proper filing as specified in this section, the Board of Education shall hold a hearing for the consideration of the grievance within ten (10) days of its receipt. The

final determination, of the grievance, shall be made by the Board no more than ten (10) days after the Board's hearing.

A copy of the decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal or other administrator or supervisor responsible for the decision in question, the grievant, and the Association.

4. STEP FOUR. In the event the grievance is not satisfactorily resolved at step three, the Association may make a request within ten (10) days for a list of seven (7) 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.

In lieu of the arbitration procedure defined above (in step four), the Board and Association may mutually agree to select an arbitrator from the American Arbitration Association (AAA) and in accordance with its rules and procedures which shall likewise govern the arbitration proceeding.

5. Upon the request of either party, a five (5) day extension will be granted for any time requirement defined in this article. Any additional time must be requested in writing and agreed to by both parties.

D. Powers of the Arbitrator:

1. The arbitrator shall not add to or subtract from or substitute his judgment for the terms of this Agreement.
2. 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.

- A. Teachers shall be involved collaboratively with administration in professional activities such as but not limited to curriculum development and study, grade and department meetings, teacher assignments, instructional materials, teaching equipment, school improvement and/or accreditation, building and district meetings.
Teachers are expected to attend up to two (2) building or district meetings of no more than ninety (90) minutes total per month in support of these professional responsibilities. These meetings may take place prior to or following the school day.
- B. The Board recognizes the right of teachers to have significant involvement in curriculum, textbook selection, and program development decisions. Teachers shall be informed (on a regular basis) through faculty meetings, grade and subject area meetings, Curriculum Council, and other communication channels of curricular studies, pilot programs, and other proposed changes. A consensus model will be followed in the decision-making process to institute any changes.
The Board has final authority in all curriculum matters and nothing in the above paragraph shall be interpreted to alter or diminish this authority.
- C. Except for those meeting(s) required in Article 15 - Teacher Involvement In Curriculum Study, Paragraph A above, 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.
- D. The Administration will ensure that the opportunity for involvement of teachers in curriculum studies shall be as equal as possible and practical for all staff. The Association President will be notified of the names of bargaining unit representatives serving on the committees.
- E. 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.

- A. The Board recognizes the importance of teacher involvement in the school improvement process. School improvement recommendations shall not be implemented without each affected bargaining unit member having been provided pertinent information at a faculty meeting. After information is disseminated, the proposal will be discussed at a faculty meeting. A consensus model will be followed in the school improvement decision-making process.
- The Board has final authority in all curriculum matters and nothing in the above paragraph shall be interpreted to alter or diminish this authority.

- A. Each teacher shall notify his/her principal or designee (person shall not be another teacher) as soon as possible when a substitute teacher will be needed.
- 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. An electronic copy of this Agreement will be available on the website (www.brps.org) where it is accessible for all teachers/BREA members.
- 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.

SCHEDULE A – SALARY SCHEDULE

SALARY SCHEDULE – 2024-2025

BREA SALARY SCHEDULE 2024-2025

| Steps | Lane 1 BA | Lane 2 BA/MA | Lane 3 MA+30 | Off Schedule 3% in Dec 2024 | | | Off Schedule 1% in Jun 2025 | | | Off Schedule 2% in Jun 2025 | | |
|-------|-----------|--------------|--------------|--------------------------------|--------|--------|--------------------------------|--------|--------|--------------------------------|--------|--------|
| | | | | Lane 1 | Lane 2 | Lane 3 | Lane 1 | Lane 2 | Lane 3 | Lane 1 | Lane 2 | Lane 3 |
| 1 | 41,978 | 46,174 | | 1,223 | 1,345 | | 408 | 448 | | 815 | 897 | |
| 2 | 44,077 | 48,485 | | 1,284 | 1,412 | | 428 | 471 | | 856 | 941 | |
| 3 | 46,280 | 50,908 | | 1,348 | 1,483 | | 449 | 494 | | 899 | 989 | |
| 4 | 48,595 | 53,454 | | 1,415 | 1,557 | | 472 | 519 | | 944 | 1,038 | |
| 5 | 50,781 | 55,858 | | 1,479 | 1,627 | | 493 | 542 | | 986 | 1,085 | |
| 6 | 53,067 | 58,373 | | 1,546 | 1,700 | | 515 | 567 | | 1,030 | 1,133 | |
| 7 | 55,188 | 60,707 | 63,135 | 1,607 | 1,768 | 1,839 | 536 | 589 | 613 | 1,072 | 1,179 | 1,226 |
| 8 | 57,397 | 63,135 | 65,662 | 1,672 | 1,839 | 1,912 | 557 | 613 | 637 | 1,115 | 1,226 | 1,275 |
| 9 | 59,691 | 65,662 | 68,287 | 1,739 | 1,912 | 1,989 | 580 | 637 | 663 | 1,159 | 1,275 | 1,326 |
| 10 | 62,080 | 68,287 | 71,019 | 1,808 | 1,989 | 2,069 | 603 | 663 | 690 | 1,205 | 1,326 | 1,379 |
| 12 | 66,771 | 71,868 | 77,353 | 1,945 | 2,093 | 2,253 | 648 | 698 | 751 | 1,297 | 1,396 | 1,502 |
| 15 | 70,217 | 75,166 | 81,327 | 2,045 | 2,189 | 2,369 | 682 | 730 | 790 | 1,363 | 1,460 | 1,579 |
| 17 | 71,587 | 76,839 | 82,953 | 2,085 | 2,238 | 2,416 | 695 | 746 | 805 | 1,390 | 1,492 | 1,611 |
| 20 | 74,411 | 79,616 | 86,250 | 2,167 | 2,319 | 2,512 | 722 | 773 | 837 | 1,445 | 1,546 | 1,675 |
| 23 | 74,871 | 80,351 | 86,762 | 2,181 | 2,340 | 2,527 | 727 | 780 | 842 | 1,454 | 1,560 | 1,685 |
| 25 | 75,877 | 81,690 | 87,934 | 2,210 | 2,379 | 2,561 | 737 | 793 | 854 | 1,473 | 1,586 | 1,707 |
| 27 | 76,450 | 83,060 | 88,628 | 2,227 | 2,419 | 2,581 | 742 | 806 | 860 | 1,484 | 1,613 | 1,721 |
| 27+ | 76,450 | 83,060 | 88,628 | 2,227 | 2,419 | 2,581 | 742 | 806 | 860 | 1,484 | 1,613 | 1,721 |

Steps + 3% on schedule, 3% off schedule at winter break on 12/20/24
 1% off schedule if audited fall count is 2830 FTE or more OR
 2% off schedule if audited fall count is 2405 FTE or more
 to be paid 6/30/2025

SALARY SCHEDULE – 2025-26

BREA SALARY SCHEDULE 2025-2026

| Steps | Lane 1 BA | Lane 2 BA/MA | Lane 3 MA+30 | Off Schedule 2% in Dec 2025 | | |
|-------|-----------|--------------|--------------|--------------------------------|--------|--------|
| | | | | Lane 1 | Lane 2 | Lane 3 |
| 1 | 42,818 | 47,097 | | 840 | 923 | |
| 2 | 44,959 | 49,455 | | 882 | 970 | |
| 3 | 47,206 | 51,926 | | 926 | 1,018 | |
| 4 | 49,567 | 54,523 | | 972 | 1,069 | |
| 5 | 51,797 | 56,975 | | 1,016 | 1,117 | |
| 6 | 54,128 | 59,540 | | 1,061 | 1,167 | |
| 7 | 56,292 | 61,921 | 64,398 | 1,104 | 1,214 | 1,263 |
| 8 | 58,545 | 64,398 | 66,975 | 1,148 | 1,263 | 1,313 |
| 9 | 60,885 | 66,975 | 69,653 | 1,194 | 1,313 | 1,366 |
| 10 | 63,322 | 69,653 | 72,439 | 1,242 | 1,366 | 1,420 |
| 12 | 68,106 | 73,305 | 78,900 | 1,335 | 1,437 | 1,547 |
| 15 | 71,621 | 76,669 | 82,954 | 1,404 | 1,503 | 1,627 |
| 17 | 73,019 | 78,376 | 84,612 | 1,432 | 1,537 | 1,659 |
| 20 | 75,899 | 81,208 | 87,975 | 1,488 | 1,592 | 1,725 |
| 23 | 76,368 | 81,958 | 88,497 | 1,497 | 1,607 | 1,735 |
| 25 | 77,395 | 83,324 | 89,693 | 1,518 | 1,634 | 1,759 |
| 27 | 77,979 | 84,721 | 90,401 | 1,529 | 1,661 | 1,773 |
| 27+ | 77,979 | 84,721 | 90,401 | 1,529 | 1,661 | 1,773 |

Steps +
 2% Increase
 2% Schedule Paid Dec 2025

SALARY SCHEDULE- 2026-27

BREA SALARY SCHEDULE 2026-2027

| Steps | Lane 1 BA | 1% Off Schedule | Lane 1 BA Total Salary | Lane 2 BA/MA | 1% Off Schedule | Lane 2 BA/MA Total Salary | Lane 3 MA+30 | 1% Off Schedule | Lane 3 MA+30 Total Salary |
|-------|-----------|--------------------|---------------------------|-----------------|--------------------|---------------------------------|-----------------|--------------------|---------------------------------|
| 1 | 43,674 | 428 | \$ 44,102 | 48,039 | 471 | \$ 48,510 | | | |
| 2 | 45,858 | 450 | \$ 46,308 | 50,444 | 495 | \$ 50,939 | | | |
| 3 | 48,150 | 472 | \$ 48,622 | 52,965 | 519 | \$ 53,484 | | | |
| 4 | 50,558 | 496 | \$ 51,054 | 55,613 | 545 | \$ 56,158 | | | |
| 5 | 52,833 | 518 | \$ 53,351 | 58,115 | 570 | \$ 58,685 | | | |
| 6 | 55,211 | 541 | \$ 55,752 | 60,731 | 595 | \$ 61,326 | | | |
| 7 | 57,418 | 563 | \$ 57,981 | 63,159 | 619 | \$ 63,778 | 65,686 | 644 | \$ 66,330 |
| 8 | 59,716 | 585 | \$ 60,301 | 65,686 | 644 | \$ 66,330 | 68,315 | 670 | \$ 68,985 |
| 9 | 62,103 | 609 | \$ 62,712 | 68,315 | 670 | \$ 68,985 | 71,046 | 697 | \$ 71,743 |
| 10 | 64,588 | 633 | \$ 65,221 | 71,046 | 697 | \$ 71,743 | 73,888 | 724 | \$ 74,612 |
| 12 | 69,468 | 681 | \$ 70,149 | 74,771 | 733 | \$ 75,504 | 80,478 | 789 | \$ 81,267 |
| 15 | 73,053 | 716 | \$ 73,769 | 78,202 | 767 | \$ 78,969 | 84,613 | 830 | \$ 85,443 |
| 17 | 74,479 | 730 | \$ 75,209 | 79,944 | 784 | \$ 80,728 | 86,304 | 846 | \$ 87,150 |
| 20 | 77,417 | 759 | \$ 78,176 | 82,832 | 812 | \$ 83,644 | 89,735 | 880 | \$ 90,615 |
| 23 | 77,895 | 764 | \$ 78,659 | 83,597 | 820 | \$ 84,417 | 90,267 | 885 | \$ 91,152 |
| 25 | 78,943 | 774 | \$ 79,717 | 84,990 | 833 | \$ 85,823 | 91,487 | 897 | \$ 92,384 |
| 27 | 79,539 | 780 | \$ 80,319 | 86,415 | 847 | \$ 87,262 | 92,209 | 904 | \$ 93,113 |
| 27+ | 79,539 | 780 | \$ 80,319 | 86,415 | 847 | \$ 87,262 | 92,209 | 904 | \$ 93,113 |

Steps+
2% Increase
1% Off Schedule

Teachers who complete a BA degree and 35 additional credits shall be placed on the MA Salary Schedule. Hours already earned after a BA degree shall be counted toward the BA+35 = MA Salary Schedule. Classes taken after February 1, 1992, will be evaluated by the Superintendent and salary (BA + 35 = MA) credit awarded only for classes related to the teaching area.

Teachers shall be placed on the salary schedule for the year based upon credits earned prior to the start of classes. Credits earned during the school year shall apply to the salary schedule for the next school year.

Teachers who have completed a prior-approved (by the Board) 60 hour MA program shall be placed on the MA +30 salary schedule.

SCHEDULE B - EXTRA DUTY SCHEDULE

1. At the start of the school year, BREA members will be notified of open Nonathletic schedule B positions. Each of the following percentages will be computed on the beginning B.A. schedule, up to a maximum of ten (10) years of 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. Varsity Head Coach maximum of 15 years.

ATHLETICS

High School Coaching Positions

| | |
|--|------|
| Head Baseball/Softball | 10% |
| Assistant Baseball/Softball | 5% |
| Head Basketball (boys/girls) | 13% |
| Assistant Basketball (boys/girls) | 7% |
| Head Cheerleading Fall | 10% |
| Assistant Cheerleading Fall | 5% |
| Head Cheerleading Winter | 10% |
| Assistant Cheerleading Winter | 5% |
| Head Cross Country (boys/girls) | 10% |
| Assistant Cross Country | 5% |
| Head Football | 13% |
| Assistant Football | 7% |
| Head Golf (boys/girls) | 10% |
| Assistant Golf (boys/girls) | 5% |
| Head Ice Hockey | 13% |
| Assistant Ice Hockey | 7% |
| Head Soccer (boys/girls) | 10% |
| Assistant Soccer (boys/girls) | 5% |
| Head Tennis (boys/girls) | 10% |
| Assistant Tennis (boys/girls) | 5% |
| Head Track (boys/girls) | 10% |
| Assistant Track (boys/girls) | 5% |
| Head Volleyball | 13% |
| Assistant Volleyball | 7% |
| Head Wrestling | 13% |
| Assistant Wrestling | 7% |
| Head Bowling | 5% |
| High School Game Manager (Fall/Winter) | 4.5% |
| High School Game Manager (Spring) | 3% |

Middle School Coaching Positions

| | |
|---|------|
| Head Boys Basketball (7 th /8 th grade) | 6% |
| Assistant Boys Basketball (7 th /8 th grade) | 3% |
| Head Girls Basketball (7 th /8 th grade) | 6% |
| Assistant Girls Basketball (7 th /8 th grade) | 3% |
| Head Cheerleading (Fall/Winter) | 6% |
| Assistant Cheerleading (Fall/Winter) | 3% |
| Head Cross Country | 6% |
| Assistant Cross Country | 3% |
| Head Track (boys/girls) | 6% |
| Assistant Track (boys/girls) | 3% |
| Head Volleyball (7 th /8 th grade) | 6% |
| Assistant Volleyball (7 th /8 th grade) | 3% |
| Head Wrestling | 6% |
| Assistant Wrestling | 3% |
| Game Manager (per season) | 3.5% |

The number of assistant coaching positions for any of the activities listed above will be determined from year to year by the administration in collaboration with the head coach and will be based upon situational needs and student participation levels. Each assistant coaching position filled will be paid the percentage indicated above. A document with duties and responsibilities will be given with contract for each of the positions.

ACTIVITY

| | |
|--|----------------|
| HS Vocal Music | 8% |
| HS Instrumental Music | 12% |
| HS Musical Music Director | 2% |
| HS Choreographer | 2% |
| HS Debate | 7% |
| HS Forensics | 4.5% |
| HS Yearbook/Newspaper | 5% |
| HS Drama (per production-limit 3) | 4% |
| MS Vocal Music | 4% |
| MS Instrumental Music | 4% |
| MS Music Director | 7% |
| MS Musical Music Director | 2% |
| MS Musical Production Manager | 2% |
| MS Musical Choreographer | 2% |
| MS Honors Choir | 4% |
| MS AV Aide | 4% |
| MS/HS Dept. Chairpersons (Dept. 3 or more FTE) | .5% per member |
| Homeless and Foster Liaison | 4% |
| Mentor | 2% per mentee |

2. The following positions to be placed in a special category (based upon individual's regular contract).

| | |
|-------------------------|----|
| High School Counselor | 4% |
| Middle School Counselor | 4% |
3. 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.

High School Positions

| | |
|--|------|
| Student Government | 3% |
| Accompanist (per production-limit 2) | 2% |
| Senior Class Advisor | 3% |
| Junior Class Advisor | 3% |
| Sophomore Class Advisor | 2.5% |
| Freshman Class Advisor | 2% |
| *Club Advisors (i.e., SADD, NHS, Key Club) | 3% |
| *Academic Competition Coaches (i.e., Quiz Bowl, OM, Science Olympiad) | 2% |
| Robotics | 3% |

Middle School Positions

| | |
|--|----|
| Student Government | 2% |
| Yearbook Advisor | 2% |
| *Club Advisors (i.e., NJHS, Shock) | 2% |
| *Academic Competition Coaches (i.e., Math Counts, OM, Science Olympiad) | 2% |
| Robotics | 3% |

Elementary Positions

| | |
|--|----|
| Elementary Schools Choir | 3% |
| *Academic Competition Coaches (i.e., Math Counts, OM, Science Olympiad) | 2% |
| Elementary Music | 2% |

*The number of club advisors/competition coaches as well as specific names of these clubs and competitions will be determined annually by administration in collaboration with staff. This determination will be based upon student participation levels and the finances available.

4. The following positions shall be paid on the hourly or class period rate as follows•

| 2024-25 | 2025-26 | 2026-27 |
|---------|---------|---------|
| \$27.50 | \$27.50 | \$27.50 |

Sub-teaching (emergency basis), Summer School, BRVS after the regular school day and evenings

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

| | |
|---------------------------------------|------------------------|
| Dances (HS & MS) | \$13.00 per dance |
| Game helpers | \$14.00 per game |
| Bus supervision for out-of-town trips | \$13.00 per trip |
| Lunch duty (all levels) | \$12.00/day plus lunch |

6. Support for Apex courses will be on a voluntary basis a teacher may support an apex course. The teacher with approval by the building principal will log related work (type, time, comments, etc.) and complete a timesheet in conjunction with the logged hours. Compensation will be per diem.
7. 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.)
Extra pay positions are non-tenure and reappointment is at the sole discretion of the Board.
8. All mileage reimbursement shall be at the IRS rate that is in effect as of July 1 for the following fiscal school year.
9. Any EA member interested in any Schedule B position should notify central office by the last working day of each year for the following year.

SCHEDULE C - INSURANCE PROTECTION

1. The Board shall provide to each member a fully paid Life, Long Term Disability, Dental and Vision for single, 2 person or full family coverage.
The Board's annual maximum for medical and Health Savings Account contributions combined will follow the increases as per state law dictates (PA 152). If the medical premium exceeds the PA 152 limits, no district contribution will be made to the health savings account if enrolled in a high deductible health plan.

Plan A: For employees selecting health insurance, the District will provide the following:

- Choice of 4 medical options provided
- Long Term Disability
- Dental Plan
- Negotiated Life
- Vision

or Plan B: For employees not needing health insurance, the District will provide the following:

- Long Term Disability
- Dental Plan
- Negotiated Life
- Vision
- Cash In Lieu of \$500/\$600 per month, per paragraph 5 of this Article.

The Board shall provide the employee selected plan 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 Plan A will select 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.

2. 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 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-rated portion to the 12-month insurance year earned at the time of the termination or resignation.

3. 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.
4. 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.
5. The Board shall provide a cash option in lieu of health benefits. The cash amount shall be \$500/\$600 per month pending the number of Association members increases from the current level to 29. The Board shall formally adopt a qualified plan document which complies with section 125 of the Internal Revenue Code.

The amount of cash payment received may be applied by the Association member to a Tax-Deferred Annuity with annuity companies currently approved by the Board. To elect a Tax-Deferred Annuity, the Association member shall enter into a salary reduction agreement.

SCHEDULE D - TUITION REIMBURSEMENT

Per Schedule D of BREM Master Agreement, a \$5,000 pool will be provided by the district for completion credits with a grade of "B" or better. Classes must be taken between June 1st and May 31st with reimbursement after June 1st of the following year (example: classes taken June 15, 2023 reimbursement paid in June 2024). Teachers receiving reimbursement must return to the district to work the following year or repay the amount reimbursed.

CALENDARS AND CONFERENCES

BIG RAPIDS
PUBLIC SCHOOLS
Educating our Future

2024-25 SCHOOL CALENDAR

21034 15 MILE ROAD, BIG RAPIDS, MI 49307 | (231) 796-2627 | www.brps.org

| AUGUST | | | | | | | | |
|--------|----|----|----|----|----|----|---|--|
| Su | Mo | Tu | We | Th | Fr | Sa | | |
| | | | | | 1 | 2 | 3 | Aug 19,20 NO SCHOOL K-12, STAFF PD |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | | Aug 19 HS SWING IN- 4-5:30pm |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | | Aug 20 MS OPEN HOUSE 3:30-5pm |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | | Aug 20 ELEM OPEN HOUSE 4:30-6pm |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | | Aug 21 NO SCHOOL K-12 |
| | | | | | | | | Aug 22 1st DAY-EARLY RELEASE, 11:30am |
| | | | | | | | | Aug 30 NO SCHOOL K-12 |

| FEBRUARY | | | | | | | | |
|----------|----|----|----|----|----|----|--|--|
| Su | Mo | Tu | We | Th | Fr | Sa | | |
| | | | | | | 1 | | Feb 12 MS- PT CONF 4-7pm |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | | Feb 14 NO SCHOOL K-12 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | | Feb 17 NO SCHOOL K-12, STAFF PD |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | | Feb 26 ELEM- PT CONF 4- 5:30pm |
| 23 | 24 | 25 | 26 | 27 | 28 | | | |

| SEPTEMBER | | | | | | | | |
|-----------|----|----|----|----|----|----|--|------------------------------|
| Su | Mo | Tu | We | Th | Fr | Sa | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | Sep 02 NO SCHOOL K-12 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | | |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | | |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | | |
| 29 | 30 | | | | | | | |

| OCTOBER | | | | | | | | |
|---------|----|----|----|----|----|----|--|--|
| Su | Mo | Tu | We | Th | Fr | Sa | | |
| | | 1 | 2 | 3 | 4 | 5 | | Oct 9 HS- PT CONF 4-6:30 pm |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | | Oct 15 ELEM- PT CONF 4-7pm |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | | Oct 16 MS - PT CONF 4-7pm |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | | Oct 17 ELEM PT CONF 4-7pm |
| 27 | 28 | 29 | 30 | 31 | | | | Oct 18 NO SCHOOL K-12 |
| | | | | | | | | Oct 21 NO SCHOOL K-12, STAFF PD |

| NOVEMBER | | | | | | | | |
|----------|----|----|----|----|----|----|--|---|
| Su | Mo | Tu | We | Th | Fr | Sa | | |
| | | | | | 1 | 2 | | Nov 14 END OF HS, MS 1st TRIMESTER |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 | | Nov 15 NO SCHOOL K-12 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | | Nov 27-29 NO SCHOOL K-12 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | | |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | | |

| DECEMBER | | | | | | | | |
|----------|----|----|----|----|----|----|--|---------------------------------------|
| Su | Mo | Tu | We | Th | Fr | Sa | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | Dec 23 - Jan 03 NO SCHOOL K-12 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | | |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | | |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | | |
| 29 | 30 | 31 | | | | | | |

| JANUARY | | | | | | | | |
|---------|----|----|----|----|----|----|--|--|
| Su | Mo | Tu | We | Th | Fr | Sa | | |
| | | | 1 | 2 | 3 | 4 | | Jan 06 SCHOOL RESUMES |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | | Jan 20 NO SCHOOL K-12, STAFF PD |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | | Jan 22 HS- PT CONF 4-8pm |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | | |
| 26 | 27 | 28 | 29 | 30 | 31 | | | |

| MARCH | | | | | | | | |
|-------|----|----|----|----|----|----|--|--|
| Su | Mo | Tu | We | Th | Fr | Sa | | |
| | | | | | | 1 | | Mar 7 END OF HS, MS 2nd TRIMESTER |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | | Mar 31-Apr 4 SPRING BREAK |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | | NO SCHOOL K-12 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | | |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | | |
| 30 | 31 | | | | | | | |

| APRIL | | | | | | | | |
|-------|----|----|----|----|----|----|--|--|
| Su | Mo | Tu | We | Th | Fr | Sa | | |
| | | 1 | 2 | 3 | 4 | 5 | | Apr 07 SCHOOL RESUMES |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | | Apr 16 MS- PT CONF by appt. |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | | Apr 18 NO SCHOOL K-12 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | | Apr 21 NO SCHOOL K-12, STAFF PD |
| 27 | 28 | 29 | 30 | | | | | Apr 30 HS- PT CONF 4-6pm |

| MAY | | | | | | | | |
|-----|----|----|----|----|----|----|---|------------------------------|
| Su | Mo | Tu | We | Th | Fr | Sa | | |
| | | | | | 1 | 2 | 3 | May 26 NO SCHOOL K-12 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | | |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | | |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | | |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | | |

| JUNE | | | | | | | | |
|------|----|----|----|----|----|----|--|--------------------------------------|
| Su | Mo | Tu | We | Th | Fr | Sa | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | June 3 EARLY RELEASE, 11:30am |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | | LAST DAY OF SCHOOL |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | | STAFF- PD |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | | |
| 29 | 30 | | | | | | | |

LEGEND

- NO SCHOOL K-12
- NO SCHOOL K-12, STAFF PD
- PARENT CONFERENCES
- OPEN HOUSE
- EARLY RELEASE, 11:30am
- END OF TRIMESTER
- FIRST/LAST DAY OF SCHOOL

SCHOOL HOURS

ELEMENTARY 7:55am-3:20pm

MIDDLE SCHOOL 8:00am-3:00pm

HIGH SCHOOL 8:10am-3:03pm

To set up transportation
please call (231) 796-5406

NOTE: To comply with the State requirements for hours and days, inclement weather days past the first six days will be made up.

APPENDIX 1

LETTER OF UNDERSTANDING
USE OF PARAPROFESSIONALS AT BIG RAPIDS HIGH SCHOOL
School Year(s) 2024-25, 2025-26, 2026-27

In an effort to improve student learning, better utilize the paraprofessionals, and meet the needs of the overloaded classrooms as outlined in the Master Agreement between Big Rapids Education Association and the Board of Education, this letter of understanding is agreed upon.

- Classrooms that are overloaded according to Article 7 of the Master Agreement will have their needs met through the Instructional Support Center (ISC).
 - The ISC will be adequately staffed in order for it to be open for teachers’ utilization during school hours. If needed to maintain adequate staffing, the District may have to hire substitute paraprofessionals and/or use the ELA or math interventionists or in-school suspension (ISS) supervisor.
 - Services provided by the ISC include, but are not limited to: copies, data entry, grading, reading tests, supervising make-up work, and working with small groups.
 - Teachers may request an in-class paraprofessional on days when assistance is needed. This is not intended to be a daily occurrence but when special circumstances, such as science labs, are scheduled.
- Other paraprofessionals will be dedicated to and properly trained for ELA and math interventions and in-school suspension.
 - The ELA Interventionist may provide support in the English classroom as needed. This includes being scheduled in specific classrooms each trimester.
 - The Math Interventionist may provide support for all math classes as needed. This includes being scheduled in specific classrooms each trimester.
 - The appropriate level paraprofessional should be cross-trained to the Media Center.
 - ISS supervisor should also provide support to the teachers by providing data entry and grading.
- At any time the paraprofessionals have “down” time, they are to report to the ISC or Principal for assignments.

This agreement will be monitored, reviewed, and adjusted throughout the school year.

Agreed upon by:

Tim Haist, Superintendent

Date

Ron Pincumbe, Principal

Date

Kathleen Murray, President, BREA

Date

APPENDIX 2

BIG RAPIDS EDUCATION ASSOCIATION

APPLICATION FOR SICK LEAVE BANK

Name of Applicant: _____

Home Address: _____

Home telephone: _____

School: _____ Date of Application: _____

Number of Day Requested: _____

Reason for Request (Summary of Illness by Physician): _____

Signature of Physician: _____ Date: _____

Signature of Applicant: _____ Date: _____

Request Received by: _____ Date: _____

Approved or Denied? Reason: _____

PAYBACK AGREEMENT (to be completed upon approval of request)

I agree to repay the sick bank a total of _____ days or the days utilized. Starting September of the _____ school year, at a rate of 3 days per year until all days are repaid.

In the event that I leave the school district before the total repayment is made. I agree Big Rapids Public Schools will deduct an amount equal to the number of unpaid sick leave days times my daily salary from my final pay check.

Applicant Signature: _____ Date: _____

APPENDIX 3

The Board will implement and maintain a method of compensation for teachers that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation under MCL 380.1250

APPENDIX 4

Big Rapids Public Schools

Individual Development Plan

Date:

Teacher:

Status: Probation year 1 ____, 2 ____, 3 ____, 4 ____. Tenured ____.

Year 1 ____

Rated unsatisfactory at last evaluation ____.

Teacher strengths:

-
-
-

Teacher Improvement Needs:

-
-
-

Goal 1: Teacher plan and suggestions for improvement:

Strategies:

-
-
-

Goal 2: Teacher plan and suggestions for improvement:

Strategies:

-
-
-

Goal 3: Teacher plan and suggestions for improvement:

Strategies:

-
-
-

My input was sought in the development of this IDP by the school district as represented by my supervisor. We worked cooperatively on this plan which we both support and to which we are both committed for my professional success. I understand that if there are goals not included in this IDP that I think should be included, I can submit them in writing to be included herein.

Teacher Signature

Supervisor Signature

Date

Date

APPENDIX 5

Mandatory Subjects of Bargaining/Unprohibited Subjects

TEACHER PLACEMENT

A. Definition of "Vacancy":

For the purposes of this Article, a vacancy shall be defined as a professional position within the bargaining unit which the Board intends to fill and which is unfilled because it is newly created or because the teacher holding that position is no longer employed by the district.

Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

B. Notification (Posting) of Vacancies and Application:

Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least five (5) school days prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

Summer Months: During the summer months when regular school is not in session, the Employer will provide via school email to all bargaining unit employees all vacancies as above described and. Positions so posted shall remain posted at least five (5) calendar days prior to being filled. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.

C. Awarding of Vacancies:

Internal qualified applicants shall be awarded the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in this Section.

The most qualified and adequately certified internal applicant shall be awarded the position. If 2 or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.

TRANSFERS

A. Definition of "Transfer":

A "transfer" shall be defined as either a voluntary or involuntary change in position or assignment. Transfer awarding of vacancies shall be first governed by the language in Article 17 pertaining to vacancies. Other transfers will be governed by this Section.

B. Voluntary Transfers:

A request for a transfer may be made at any time in writing to the Personnel Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer may be granted unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

C. Involuntary Transfers:

Thirty (30) days' notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

In the event the District has a vacancy that cannot otherwise be filled, there may be an occasion where a teacher with the appropriate certification is transferred to that position.

Reduction in Personnel/Layoff and Recall

A. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. The Board has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

1. Non-certified, then non-certified teachers will be laid off first.
2. If reduction is still necessary, then the most effective teachers (based on teacher effectiveness criteria established in the Revised School Code Section 1249 & BRPS Policy 4403) who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments, will be retained. If more qualified teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.

B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified.

- C. Barring financial crisis for the district, the Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full trimester for layoffs during the school year.
- D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.
- E. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.
- F. Definitions:
 - 1. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement. The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.
 - 2. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification.
- G. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such case, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.
- H. Teachers laid off shall have insurance benefits continued and paid by the Board until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

TEACHER DISCIPLINE

- A. For tenured teachers, consistent with the Teachers' Tenure Act, discipline may only be issued for non-arbitrary or capricious reasons and the parties subscribe to the concept of progressive discipline as required by law. In the event that the Teachers' Tenure Act is revised to just cause, that will become the standard for this agreement. The district reserves the right to apply disciplinary measures consistent with the severity of the infraction.
- B. Any specific complaint toward a teacher, which warrants investigation, shall be called to the teacher's attention. Complaints not resulting in disciplinary action will not be placed in the teacher's personnel file.
- C. Progressive Discipline: A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:
 - 1. ORAL WARNING, then
 - 2. WRITTEN REPRIMAND, then
 - 3. SUSPENSION WITHOUT PAY, the length of which will be determined by the severity of the offense, then
 - 4. DISCHARGE.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline. Disciplinary measures should include remedial training where appropriate.

- D. All discipline will be in writing and placed in an individual's personnel file, and the teacher will be forwarded a copy.
- E. Probationary teachers cannot grieve discipline. Tenured teachers may grieve discipline up to arbitration.

Teacher Evaluation

- A. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
 - 1. specific performance goals identified by the teacher in consultation with the administrator to improve their effectiveness in the upcoming school year.
 - 2. an evaluation of the teacher's job performance with timely and constructive feedback.
 - 3. clear approaches to measuring student growth with relevant data on student growth.
 - 4. multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.
 - 5. the use of student growth and assessment data as 20% of the year-end evaluation determination.

- a. The student growth and assessment data shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.
 - i. In K-8 grades, 10% from NWEA and 10% teacher-determined.
 - ii. In 9-12 grades, 5% SAT writing and 15% teacher-determined.
 - b. The teacher, in collaboration with the administrator, shall determine how to report data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
 - c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
6. The year-end evaluation form utilizes other objective criteria for 80% of the year-end evaluation determination.
- B. Process: The negotiated Performance Evaluation system, shall include "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Growth Plan" within the negotiated system. The "Individual Development Plan (IDP)" form is included in this Agreement in Appendix 5.
- 1. Teachers shall create a growth plan and include 3 - 5 goals (including a District-wide goal and a minimum of 2 personal goals.) A building goal may be included as agreed upon by the teaching staff of that building and the administrator.
 - 2. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation. If no notification is provided by September 30 of each year, that teacher shall not be evaluated.
 - b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
 - c. The observation must include a review of pupil engagement in the lesson that is observed.
 - d. In order to ensure 2.b and 2.c above, the observation shall be no less than fifteen (15) consecutive minutes.
 - e. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held up to 30 calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "Post-observation" feedback form contained in the negotiated evaluation system.
 - f. There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated. The first observation shall occur no later than December 15 of each school year, barring extenuating circumstances.

3. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”, “developing” or “needing support”.
 - i. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than the last day of school of each year, unless otherwise agreed upon by the teacher and administrator. In the event there is no year-end evaluation as described above, the teacher shall be deemed “effective” per the year-end evaluation determination.
4. Teachers who work less than 60 days in any school year, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
5. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.
 - a. Teachers who are not scheduled to be evaluated will still complete a Growth Plan with a minimum of two goals. This should be completed by October 1 of each year. Student growth data will be collected and presented at an end of year meeting with the administrator.
 - b. Administrators reserve the right to schedule observations and evaluations of teachers on the “off” year should it be deemed necessary.
6. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or 1st year teachers) shall be provided the following:
 - a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
 - b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
 - c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.2 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher’s improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
 - d. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

7. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
8. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating to the district’s superintendent or designee. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent or designee shall be held no later than ten (10) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
 - a. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
2. A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article 13.

D. Training on evaluation system, tools, and reporting forms:

1. The district shall provide training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.
2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a “rater reliability” training every three (3) years as approved by the MDE and witnessed by an Association representative that minimally includes all of the following:
 - a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system.
 - b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
 - c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.

- d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
- e. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

Teacher Seniority

- A. The seniority list shall be delivered to the BREA President by October 1 of each school year. Challenges or revisions to the list must be filed by November 1 of that same year; Otherwise, the seniority list will be considered final for that school year. Should there be disagreement by November 1 of the school year, the Board and Association shall submit the issue to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list.
- B. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. All bargaining unit employees shall be ranked on the list in the order of their first day of work, as defined above. In the circumstance of more than one individual having the same day of work, seniority will be determined by the first three digits of the social security numbers. The lower the number, the higher the seniority.
- C. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) year; However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.
- D. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or less, or for the full duration of a leave of absence due to Military Duty leave.

ARTICLE 17

DURATION OF AGREEMENT

The duration of this agreement will be from August 16, 2024, through August 15, 2027. During the duration of this agreement, articles may be reopened only by mutual consent of both parties.

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

Retroactivity will apply to all parts, sections, sub-sections, appendices, and articles of the Agreement.

For the Board of Education of Big Rapids
Public Schools, Mecosta and Newaygo
Counties, Michigan

For the Big Rapids Education Association

by _____
Deb Tyson, Lead Negotiator
Assistant Superintendent

by _____
Kathleen Murray, Chief Negotiator
BREA President

by _____
Tim Haist, Superintendent

by _____
Melissa Stevens, Director of Finance

by _____
Peter Kent, Board President

Dated _____

Dated _____