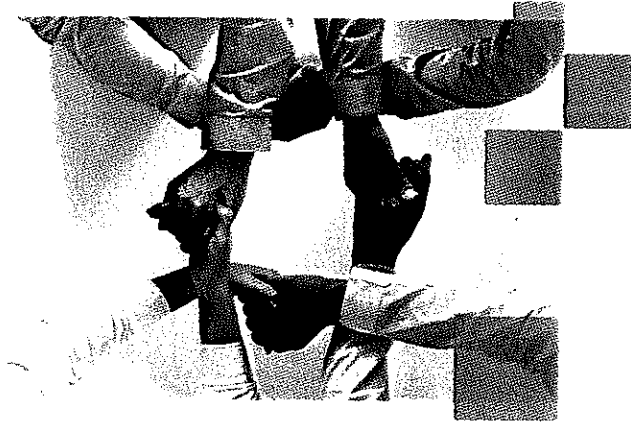


# Collective Bargaining Agreement

between the  
Board of Education  
of the  
**Beecher Community School District  
Flint, Michigan**  
and the  
**Beecher Education Support Professionals  
BESPA / MEA / NEA**



**July 1, 2020 – June 30, 2021**

## **Final Draft**

Ratified: 8/2020

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## **AGREEMENT**

Entered into on July 1, 2019 between the Board of Education of the Beecher Community School District hereinafter referred to as the "Board" and the Beecher Education Support Professional Association (BESPA) and the MEA/NEA hereinafter referred to as the "Union".

### **Article 1 - Preamble**

Whereas it is the desire of the parties, to this Agreement, to work together harmoniously and to promote and maintain relations between the Board and the Union which, will serve to the best interest of all concerned, now therefore, the parties hereto agree as follows:

### **Article 2 - Recognition**

- A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, as amended for all personnel engaged in noncertified instructional support and instructional aide/paraprofessional work for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment. All personnel represented by the Union in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employees".
- B. Any employee may join the Union, by applying for membership at [www.mea.org/join](http://www.mea.org/join).
- C. The Board or any of its supervisory personnel shall not interfere with, discriminate against, restrain or coerce employees because of lawful activity in the Union, nor will it attempt to discourage membership in said Union, nor will it discriminate in any way against any employee because of his or her political beliefs, religious beliefs, national origin, sex or age.
- D. The bargaining unit reserves the right to request negotiations to be re-opened to discuss wages and benefits as the district's financial status improves.

### **Article 3 - Board Rights**

- A. The Union recognizes that the Board is charged by law with certain responsibilities which it must assume and discharge which may not be delegated. Nothing herein stated or inferred shall abrogate or usurp the responsibilities of the Board as the final determinant of policy, not inconsistent with the terms of this Agreement.
- B. This Agreement shall supersede any rules, regulations, policies or practices heretofore regulating the relationships between the Union and the Board.
- C. If any provisions of this Agreement or any application of the contract to any employee, groups of employees, or the Board shall be found contrary to law, then such provisions 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.

- D. The right to hire, discharge or discipline for cause is the responsibility of the Board, except that any seniority employee so affected may follow the grievance procedure hereinafter provided.
- E. Supervisory and executive personnel, defined as a superintendent, assistant or associate superintendents, principals, assistant principal, manager, coordinators and directors may perform activities governed by this agreement to fulfill their required performance responsibilities provided the bargaining unit member is scheduled but not available to perform the work. The performance of bargaining unit work by persons outside the bargaining unit shall not result in a reduction of bargaining unit positions.

#### **Article 4 - Representation**

- A. The Union shall provide the Board with a list of authorized Union representatives who must be employees of the Board. It shall be the responsibility of the Union to inform the Board when there is any change in the authorized list.
- B. An employee or group of employees shall be entitled to be represented by the Union and/or have a representative of the Union present in any matter dealing with employer-employee relationships. No action shall be taken with respect to the employee or group of employees until representation is present, if requested.

#### **Article 5 - Grievance Procedure**

- A. A grievance is defined as a violation of a specific provision of this Agreement. A grievance must be raised with the supervisor no later than twenty-nine (29) calendar days following the occurrence giving rise to the grievance and is known to the Union or the employee. Probationary employees shall not be covered by the provisions of the grievance procedure.
- B. Any employee having a grievance or a member of a group having a grievance may take their grievance up with their immediate supervisor or may request the Union to represent them in the presentation of the grievance to the immediate supervisor.
- C. If the grievance is not satisfactorily adjusted during the verbal discussion with the immediate supervisor, it shall be reduced to writing and presented to the immediate supervisor. The immediate supervisor shall answer the grievance in writing within five (5) calendar days of receipt of the grievance. If the employee or the Union does not accept the answer of the immediate supervisor it may be appealed to the Superintendent or his/her designee providing notice of such appeal is presented within five (5) calendar days of receipt of the immediate supervisor's answer.
- D. The Superintendent or his/her designee shall answer the grievance within fifteen (15) calendar days of receipt of the grievance. If the Union does not accept the answer of the Superintendent or his/her designee it may be appealed to a committee which shall function with full authority of the Board, and shall be comprised of at least two (2) members of the Board, providing notice of such appeal is presented to the Personnel Office within five (5) calendar days of receipt of the Superintendent or his/her designee answer.
- E. The committee appointed by the Board shall answer the grievance within seven (7) work days following the meeting to discuss the grievance with the Union. If the Union does not accept the answer of the committee it may be appealed to arbitration provided notice of such appeal is presented to the Superintendent or his/her designee within fifteen (15) calendar days of receipt of

the answer.

- F. If appealed the parties shall have ten (10) working days to mutually select an arbitrator. If the parties cannot mutually agree on an arbitrator the Union may file a Demand for Arbitration with the American Arbitration Association the arbitrator will be selected in accordance with its rules. The rules of the American Arbitration Association shall govern all arbitration proceedings.
- G. The arbitrator will have no power to add to, or amend, or change the existing contract. In arriving at this decision the arbitrator shall only consider evidence which has been introduced at the previous steps of the grievance procedure. The cost of the arbitrator shall be divided equally between the parties. The cost of witnesses, counsel, and other representatives of either party shall be borne by the party incurring them. The arbitrator's decision shall be final and binding on both parties.
- H. Any employee who is requested to attend a meeting by a representative of the Board, to discuss disciplinary action, shall have the right to request Union representation. The Board shall notify the Union and employee, in writing, within three (3) working days of a suspension and/or discharge.
- I. The Chairperson and/or Union representative shall be paid by the Board for time spent in processing of grievances related to the Board during their regularly scheduled working hours after students are dismissed, provided they have received prior approval from the Superintendent or his/her designee, whose approval shall not be unreasonably withheld, and such time shall not exceed a total of five (5) hours per week for the combined time of the Chairperson and/or Union representative.

#### **Article 6 - Negotiation Procedures**

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to negotiation between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Sixty (60) days prior to the expiration of this Agreement the parties will begin negotiations for a new Agreement covering wages, hours and terms and conditions of employment of bargaining unit members employed by the Board.
- C. In any negotiations described in this Article neither party shall have any control over the selection of the negotiations or bargaining 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 a majority of the Board and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall consider proposals and make concessions in writing in the course of negotiations of bargaining subject only to such ultimate ratification.
- 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.

**Article 7 - Compensation**

- A. The compensation of employees covered by this Agreement is set forth in the attached schedules which are incorporated into this Agreement. The dates of pay shall be the same as the certified instructional personnel. The salary year of all unit members, including fifty-two (52) week employees begins with the first pay of the school year and extends for twenty-five (25) periods. Employees will not suffer any wage loss due to this adjustment.
- B. Salary step placement is based upon years of service. Partial years will be pro-rated between steps. Years of service will be determined once per year using the same method and terms as the awarding of seniority.
- C. The Board or its designated representative shall make the final determination with respect to school closings. When schools are closed the official local stations for notifying employees will be ABC 12 and NBC 5. Employees shall not be required to report, with no loss of pay, when the entire school system is closed by the Board because of such conditions. When the district is closed after starting, employees will be released within forty-five (45) minutes after students are dismissed. When an individual building is closed employees will be dismissed at the discretion of the building administrator.
- D. Aides/paraprofessionals may elect to receive their pay in twenty-one (21), twenty-three (23) or twenty-six (26) pays.
- E. Aides/Paraprofessionals/Early Head Start Home Visitor Educators

The following legal holidays shall be observed providing school is not in session and employees are not required to report with the full understanding there will be no loss of pay: Labor Day, Thanksgiving Day and the Friday following, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day and July 4th. The employee must be scheduled to work in the week containing Labor Day to be paid for said holiday.

Holidays falling on Saturday will be celebrated on Friday and holidays falling on Sunday will be celebrated on Monday. Holidays will be paid while an employee is on leave of absence. Part-time seniority employees shall receive a pro-rata payment based on his/her regular straight time daily rate.

**Article 8 - Hours of Work**

- A. Aides/Paraprofessionals
  - 1. The hours of employment for each full-time teacher aide/paraprofessional shall be established by the Board but in no event shall a teacher aide/paraprofessional be scheduled for less than six (6) hours per day. If an aide/paraprofessional is scheduled to work over eight (8) hours on a given day, such time shall be at time and one-half (1 1/2) the regular hourly rate.
  - 2. When an aide/paraprofessional finds it necessary to be absent from his/her job, he/she shall call the personnel substitute call number by 6:30 a.m. As a professional courtesy, notification should also be given to the immediate supervisor.

3. All full-time instructional aide/paraprofessional shall be provided with a duty free lunch period of at least thirty (30) minutes.
4. Special Education Paraprofessional staff (Teacher Aides/Paraprofessionals) who work in a classroom overload as defined by Master Contract and Special Education Compliance regulations shall be awarded additional compensation based on the current year substitute teacher aide/paraprofessional per diem rate. (Twelve (12) additional students will constitute additional compensation).

B. Early Head Start Home Visitor Educators

1. The hours of employment for each full-time Early Head Start Home Visitor Educator shall be established by the Board but in no event shall an Early Head Start Home Visitor Educator be scheduled for less than six (6) hours per day. If an Early Head Start Home Visitor Educator is scheduled to work over eight (8) hours on a given day, such time shall be adjusted on the last work day of the week.
2. When an Early Head Start Home Visitor Educator finds it necessary to be absent from his/her job, he/she shall call the personnel substitute call number by 6:30 a.m. As a professional courtesy, notification should also be given to the immediate supervisor.
3. All full-time instructional Early Head Start Home Visitor Educators shall be provided with a duty-free lunch period of at least thirty (30) minutes.

**Article 9 - Seniority**

A. Aides/Early Head Start Home Visitor Educators

1. Seniority will now be earned on an accrual basis. Seniority accrues during paid leaves of absence. This specifically excludes members on LTD. The formula used herein is fifty (50%) percent plus one (1) day for each quarter year on the basis of contracted work days. E.g., one hundred eighty (180) contracted working days = forty-five (45) days must be worked or be paid leave days to earn a quarter year's seniority. Bargaining unit members must have worked sixty (60%) percent of the previous quarter in order to have bidding rights.
2. New employees shall be required to work on probation for a period not to exceed sixty (60) working days following his/her Board approval date, after which their seniority shall be as of the date of Board hire. Probationary employees shall not be eligible for fringe benefits.
3. All seniority employees shall be included on a seniority list provided by the Board and sent to bargaining unit members by November 1 or each year.
4. Seniority of an employee shall continue while he is absent due to an injury covered by Worker's Compensation Insurance.
5. The right to reemployment or the continuing seniority rights of an employee now or hereinafter upon the seniority list and who is now or hereinafter a member of the Armed Forces of the United States shall accrue seniority during the period of initial conscription as provided by law.

6. An employee who is promoted to a position outside the bargaining unit shall continue to accumulate seniority for a period of one (1) year after promotion. Thereafter, he/she shall retain but not accumulate seniority. During the first year, he/she shall have the right to return to the bargaining unit and bump the lowest seniority employee in his/her former department. If he/she returns to the bargaining unit after one (1) year, he/she shall bump the lowest seniority employee in the unit in a position for which he/she is qualified.
7. Seniority shall not accumulate for an employee on an unpaid leave of absence with the exception of medical leaves which shall accrue seniority for a maximum of ninety (90) calendar days.
8. Seniority shall be terminated for the following reasons:
  - a. The employee quits.
  - b. The employee is discharged.
  - c. The employee retires.
  - d. The employee is laid off for a continuous period equal to the seniority he had acquired at the time of such layoff.
  - e. The employee is absent for five (5) consecutive work days, without notifying the Board, except for unforeseen circumstances.
9. After serving the probationary period, seniority for all permanent employees shall be credited as follows:
  - a. All employees who work six (6) hours or more per day on a regular schedule will be considered as full-time employees.
  - b. Employees who work four (4) hours or more per day on a regular schedule shall be credited with full seniority.
  - c. Employees working less than four (4) hours per day on a regular schedule shall be credited with one half-time seniority.
  - d. Employees who work less than three (3) hours per day on a regularly scheduled basis shall not be considered members of this bargaining unit and shall not accumulate seniority with the School District.
  - e. Probationary employees and employees who work less than three (3) hours per day on a regularly scheduled basis shall not be entitled to fringe benefits under the terms of this Agreement.
  - f. Once an employee has acquired seniority under the provisions of this Agreement, s/he shall be entitled to retroactive credit for any Paid Time Off (PTO) which he may have been entitled to accumulate under the provisions of Article XV, Leaves of Absence, of this Agreement.



**Article 10 - Layoff and Recalls**

- A. Aides/Paraprofessionals
1. Layoff will occur beginning with the lowest seniority employee provided there is higher seniority employees qualified to perform the work.
  2. Employees shall receive ten (10) calendar days prior written notice of layoff or elimination of position.
  3. Employees will be recalled from layoff in reverse seniority order, beginning with the laid off employee with the highest seniority who is qualified for the position.
  4. There shall be no reduction of employees without prior discussion with the union.
  5. Aides/paraprofessionals and Early Head Start Home Visitor Educators will be treated as separate classifications for purpose of layoff and recall. Rights to a position in another classification are controlled by Article 11.

**Article 11 - Vacancies and Transfers**

- A. Aides/Paraprofessionals
1. Prior to beginning of the first semester and prior to the beginning of the second semester the board shall hold a job auction permitting all employees, on the basis of seniority, to bid on any existing vacancy for the ensuing school semester. All vacancies which occur during the school year shall be filled on a temporary basis for the remainder of the semester.
  2. Employees shall be selected for transfer based on qualifications and seniority. If qualifications and seniority dates are the same, the Personnel Office shall select the employee for such transfer.
  3. When a vacancy occurs, said vacancy shall be given on the basis of seniority and qualifications to perform the work available.
  4. Employees who are permanently transferred shall receive thirty-six (36) hours notice prior to such transfer.
  5. The Board shall have the right to establish, evaluate, change and obsolete jobs providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in existing job descriptions, specifications or classification, the Board has the right to develop and establish such new or revised job description specifications, rates of pay and place them into effect. Whenever a new job is made operational the Board shall establish the job description.
  6. The Board will notify the Union of such new or changed job within thirty (30) days after such new or changed job is established, and upon request meet with the Union to negotiate the

rate and classification. If in the event the parties do not agree upon a rate and classification, then the matter may be submitted to mediation and/or fact finding.

B. Early Head Start Home Visitor Educators

1. Under this article employees in the bargaining unit may only claim positions covered under the seniority list for their position.
2. If a bargaining unit position remains vacant after members with seniority rights to the position have been given opportunity to apply, then current members of the bargaining unit who meet posted required job qualifications shall have priority for said vacancy over a new hire.

**Article 12 - Part-Time and Temporary Employees**

- A. All part-time and temporary positions scheduled outside of the regular work day or work year will be open to all employees who are available at the time the program is in operation. The supervisor will select the employee by seniority and ability to perform the job. The board is not obligated to select the high seniority employee if the selection would require the payment of overtime. The job must be evaluated in writing and presented to the employee by the supervisor at the termination of each year's program.
- B. Substitute employees may be hired for a period not to exceed ninety (90) working days in the same position within a six (6) month period, providing there are no qualified employees laid off in that classification. Should a substitute employee work in excess of time stated above the employee shall be given a seniority date as of his/her first day of work in said position.
- C. Entry level substitute employees, with the exception of level IV secretaries and level V Program Instructional Assistants, shall be paid the same hourly rate.

**Article 13 - Resignation**

Any employee desiring to resign shall notify the Board, in writing, at least ten (10) work days prior to the effective date.

**Article 14 - Paid Time Off (PTO)**

A. Early Head Start Home Visitors.

1. All Early Head Start Visitors absent from duty shall be allowed full pay as follows:  

44 to 48 calendar weeks	14 days
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2. PTO days will not be credited until the employee has returned to work for the current school year and has reported to work for ten (10) consecutive working days. New employees shall be credited with a pro-rata share of PTO days in relation to their scheduled

work weeks which occur prior to July 1 of their first year of employment.

B. Aides/Paraprofessionals

1. Each full-time permanent employee covered by this Agreement shall be entitled to fourteen (14) PTO days. PTO days will not be credited until the employee has returned to work for the current school year and has reported to work for ten (10) consecutive working days with the understanding that any employee who terminates employment prior to the completion of the full school year, or hires in after September 1 of any school year, shall have such days pro-rated to the date of termination or hire.

C. All Employees

1. Each employee shall be entitled to use PTO as needed during current year, accumulative to ninety (90) days. Employees will be given the option, on an annual basis, to accumulate PTO days for the current year or the employer will purchase the unused annual PTO days for each current year. The employee will be compensated forty (\$40.00) dollars for each unused annual PTO day for the current year. PTO days from the current year will be used first.
2. Upon retirement from the School District, according to the retirement procedures as prescribed in the State Department Plan, each full-time employee shall receive forty (\$40.00) dollars for each day of accrued PTO day, up to a maximum of ninety (90) days.
3. In the event of the employee's death, his beneficiary as indicated on his or her insurance policy shall receive all accrued benefits.
4. When an employee appears as a witness in a court action at the request of the Board, any witness fees shall be paid to the Board.
5. An employee placed on illness leave who does not possess sufficient PTO days to be placed on LTD shall be allowed to transfer the number of days required from a bargaining unit member.

**Article 15 - Leaves of Absence**

A. Aides/Paraprofessionals

1. Any member whose personal illness extends beyond the period compensated under Article 14 shall be granted a leave of absence without pay for such illness, except if the employee qualifies for LTD as provided in Article 19, Section D, with a medical statement, up to a maximum of one (1) year. Additionally, nothing in this article limits the employer's responsibility as required by the Family and Medical Leave Act (FMLA) or Worker's Compensation. Upon return from a leave, a member shall be assigned to the same position, seniority permitting, provided said leave does not exceed one (1) year. Should said leave exceed one (1) year the member shall replace the lowest seniority employee within said employee's classification, seniority and qualifications permitting. A ten (10) working day trial may be required if the return is to a new position. One (1) week written notice of intent to return shall be required. A physician's statement of permission to return must be presented to the Personnel Office prior to returning to work.

2. Leave of absence with pay chargeable against the member's PTO allowance shall be granted for the following reasons:
  - a. A maximum of five (5) days per working year for a critical illness of the immediate family.
  - b. When emergency illness within the home requires a member to make arrangements for necessary medical or nursing care.
  - c. After the fifth (5th) consecutive working day of absence medical verification may be required including certification of the employee's ability to return to work. If an employee has a pattern of absences or the employer has reason to suspect abuse of sick leave the employee may be required to submit proof of illness or disability prior to five (5) consecutive working days.
  
3. Leaves of absence with pay not chargeable against the member's PTO allowance shall be granted for the following reasons:
  - a. Appearance as a witness in any judicial or administrative proceeding connected with the member's employment.
  - b. To attend conferences, institutes or conventions. Such time shall be subject to approval of the Superintendent of his/her designee.
  
4. Leaves of absence without pay may be granted upon application and approval by the Board for the purposes of further educational study, child care or personal reasons. The regular salary increment occurring during this period shall be allowed. If the leave of absence is for sixty (60) days or less, the employee shall be returned to the same position. If the leave of absence is for more than sixty (60) days, the employee shall be returned to the same position, if available, or a position at the same level, seniority permitting.

Should said leave exceed one (1) year, the member shall replace the lowest seniority employee within said employee's classification, seniority and qualifications permitting. For the duration of such leave, the employee will assume responsibility for the cost of his/her/insurance, exclusive of FMLA eligible leaves.
  
5. A leave of absence without pay for up to sixty (60) calendar days may be granted by the Board for the purpose of other employment. In order to qualify for said leave the employee must have at least five (5) years seniority in the bargaining unit. The employee shall have the right to return to their same position. For the duration of such leave the employee will assume responsibility for the full cost of his/her insurance.
  
6. An employee shall be granted a leave of absence for Union Business not to exceed thirty (30) days in one (1) year. Such leave shall be without pay and must be requested in writing. It is understood that no more than three (3) employees will be granted a leave at any one (1) time. Seniority will continue to accumulate during said leave.
  
7. Military Leave: Any employee covered by this Agreement who enters active duty in the Armed Forces of the United States, who is still qualified to perform the duties of his former position and who makes written application for reemployment within ninety (90) days after his release from original conscription under honorable conditions, shall be restored to

employment and his status with respect to other employees shall be the same as if he has not entered the services herein specified.

8. Union Leave: Any employee of the bargaining unit elected or appointed to a full-time office of the Union where his duties require his absence from work shall be granted a leave of absence without pay upon written request to the Personnel Office for the term of such office, not to exceed twelve (12) months. Such employee shall not accumulate seniority during his term of office; however, he shall be returned to the same or an equivalent position in the bargaining unit providing he is qualified and capable of performing such position on termination of the leave of absence.

#### **Article 16 - Parental Leave**

All employees with seniority shall be entitled to one (1) year's parental leave. Parental leave shall be granted without pay or fringe benefits. An employee shall be entitled to return from such leave provided two (2) weeks notice is given the Board and shall be returned to the same position, if available, or a substantially equivalent job.

#### **Article 17 - Jury Duty**

An employee will submit reimbursement received for jury duty to the appropriate administrator and will receive regular compensation for the time spent as a juror which he otherwise would have been scheduled to work for the school district.

#### **Article 18 - Evaluation**

- A. The work performance of all employees shall be evaluated at least annually by their immediate supervisor. The evaluations shall follow this schedule:
  1. The first evaluation shall take place on or before February 1st or within ninety (90) working days of initial employment. The second evaluation shall take place on or before June 1st.
  2. Within ten (10) school days of an evaluation, a conference shall be held with the employee to review the evaluation and a copy of the evaluation shall be provided.
  3. At any time deficiencies in performance are recognized, such deficiencies shall be set forth in specific terms in writing and discussed with the employee within ten (10) days. Specific ways shall be identified in which performance is to improve. A statement shall be made how to attain the desired improvement and the assistance to be given by the immediate supervisor. Sixty (60) days shall be allowed to obtain the necessary improvement. The employee shall be involved in the development and implementation of any plans of improvement of performance.
  4. Bargaining unit members will form a committee to develop an evaluation tool for the purpose of evaluation of bargaining unit members. If needed, a plan of assistance process will be developed to meet the specific needs of bargaining unit members.
  5. In the event of an unsatisfactory evaluation, a reevaluation will not take place earlier than twenty-five (25) working days from the initial evaluation and no later than thirty-five (35) working days from the initial evaluation.
- B. Each employee shall sign the evaluation, which only indicates the employee received it. If the employee disagrees with the evaluation, the employee may submit the objections in writing, which

will be attached to the evaluation and placed in the employee's personnel file.

### Article 19 - Insurance Protection

- A. The Board shall provide each full-time seniority employee with the following insurances:

The Board will pay the eighty (80%) percent of the premium, taxes and deductibles of any plan a Union employee elects subject to the PA 152 guidelines and limitations.

The Union authorizes payroll deductions for any amount paid by the employee's twenty (20%) percent cost share of the elected plan's premium, taxes and deductibles pre-taxed when applicable. Employees will have the option of spreading their twenty (20%) percent cost share over twenty-one (21) or twenty-six (26) pays, whichever the employee elects for the year.

One hundred (100%) percent of the non-medical benefit insurance to include vision, dental and Long-Term Disability premium will be paid by the District.

The association agrees that the Medical Insurance carrier, plans and benefits levels will be identical to that of the teachers. If the association negotiations team decides to make a change in their health care plan, the district will be notified sixty (60) days prior to the end of each plan or benefit year.

- B. In lieu of health insurance, employees will be provided an annual bonus payment of three thousand (\$3,000) dollars paid as follows:

1. One thousand (\$1,000) dollars paid with the first paycheck in December.
2. Two thousand (\$2,000) dollars paid with the second paycheck in June.

- C. Fifty thousand (\$50,000) dollars in life insurance protection, with accidental death and dismemberment, shall be paid to the employee's designated beneficiary upon death of the employee.

- D. The Board shall provide Long-Term Disability Insurance for each employee. Benefits shall commence after thirty (30) calendar days and shall continue at sixty-six and two-thirds (66 2/3%) percent to age sixty-five (65) for both sickness and accident and shall include the following:

1. No pre-existing conditions or eligibility waiting period.
2. A monthly maximum pay limit of five thousand (\$5,000) dollars.
3. Two (2) year own occupation clause.
4. Freeze on offsets.
5. No additional waiting period for recurrent disability occurring within six (6) months after an employee has returned to active employment.
6. The policy shall include a disability waiver of premium clause.
7. LTD forms shall be issues following an employee's request. Forms shall be processed and mailed to the insurance carrier within five (5) working days of receipt from the employee.
8. Mental/nervous conditions and alcohol/drug abuse shall be covered as any other illness.

- E. The Board shall provide Delta Dental Care, with coordination of benefits, Class I benefits – 80%, Class II benefits – 80%, Class III benefits – 50% to all eligible employees and their eligible

dependents including coordination of benefits Effective July 1, 1996. Class III benefits – 60%.

- F. The Board shall provide VSP#3 or equivalent Vision Care to all employees and his/her eligible dependents.
- G. The employer’s obligation to provide its bargaining unit employees with the insurance benefits provided in Article 19, by paying the agreed upon amount, as established in this contract, shall continue to a period of six (6) months after an employee has exhausted his or her paid health benefits, sick leave days and earned, but unused vacation days, subject to the employee being current with regard to the payment of his or her Insurance premiums.

**Article 20 - Vacations**  
**(Early Head Start Home Visitors Educators Only)**

- A. An Early Head Start Home Visitor Educator whose regularly scheduled work year is forty-five (45) or more weeks in the same position shall receive paid vacation which will normally be taken during the summer months and must have the approval of the Superintendent or his/her designee. Whenever possible, vacation will be scheduled when students are not in attendance.

Vacation will be awarded, according to the following schedule:

One (1) year’s seniority prior to July 1st	5 days
Two (2) year’s seniority prior to July 1st	10 days
Five (5) year’s seniority prior to July 1st	15 days
Fifteen (15) year’s seniority prior to July 1st	20 days

Existing employees who move to a position which accrues vacation time shall receive a pro-rata allotment during the first year in the position if the employee works less than a full year in the position prior to July 1st.

- B. Early Head Start Home Visitors Educators have the right to choose the time of their vacation on year of service basis, with the approval of the Superintendent of his/her designee. Whenever possible, vacation will be scheduled when students are not in attendance.
- C. In the event a holiday named in this contract falls during an employee’s vacation period, said employee shall receive an additional day.
- D. An employee shall be entitled to receive a pro-rata portion of his/her unused vacation credit upon retirement with the Board.
- E. An employee may carry vacation time into the next work year. Carryover vacation time must be used during the next contract year or said time will be lost.

**Article 21 - Dispute**

Whenever a dispute arises between the parties or their members in connection with the negotiations, interpretations or enforcement of this collective bargaining agreement or any amendments thereto, and such dispute cannot be resolved by agreement of parties, there will be no strike, lockout or other collective economic action; but such dispute shall be settled in accordance with the provisions of this Agreement.

**Article 22 - General Provisions**

- A. Adequate parking facilities shall be made available to employees.
- B. This Agreement supersedes any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise superseded any contrary or inconsistent terms contained in any individual contracts heretofore in effect.
- C. Copies of this Agreement shall be printed at the expenses of the Board and presented to all employees now employed and hereafter employed by the Board.
- D. Employees who are requested to use their own personal automobile for transportation to in-service conferences or to deliver mail shall be paid at the current IRS rate. Such payment shall be made on a monthly basis to eligible employees.
- E. Upon written request, the Board shall provide release time to the Union for general membership meetings not to exceed four (4) hours on an annual basis. The Unit Chairperson shall be notified of all BEA general membership meetings. No day should be shortened more than one (1) hour and such meeting shall be held on the same day as teachers' meetings. Employees that do not attend these meetings and have not been excused by their immediate supervisor may expect salary deduction.
- F. Employees shall have the option of attending building staff meetings, without additional pay, at the discretion of their supervisor.
- G. Compensatory time must be approved by the Superintendent or his/her designee.
- H. For the duration of this contract should the Beecher School District consolidate with another school district, Beecher School District shall attempt to provide in the consolidation that all employee seniority and seniority rights shall be transferable.
- I. The Union will support the Board of Education's Affirmative Action Policy providing the terms of said policy are consistent with the provisions of this contract.
- J. Any case of assault on an employee shall be promptly reported to the Personnel Office. The Personnel Office shall render all reasonable assistance to the employee (excluding legal counsel) in connection with the handling of the incident by law enforcement and judicial authorities.
- K. A bulletin board will be provided in the office area of each school for the use of the Union posting notices of bona fide Union activities only. In no case shall advertising, political, obscene, scurrilous, printed or written matter be placed on any bulletin board. Upon request to the Personnel Office, other Union memoranda may be distributed through the intra-school mail.
- L. A mail box for delivery and receipt of teacher aid/paraprofessional information shall be designated in each school provided a mail box is available for this purpose.
- M. Teacher aides/paraprofessionals who attend in-service sessions at the direction of the administration will be paid for such time at their regular hourly rate. Aides/paraprofessionals will work a regular workday on days of Beecher Education Association general meetings.



- N. In imposing disciplinary penalties on a current charge, the Board will not take into account any prior infraction, which occurred more than one (1) year previously.

**Article 23 - Administration of Medicine**

A. Definition

For the purposes of this Article, the term “school health services” shall mean any act or function constituting the “practice of medicine” within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).

B. Who Does It

No bargaining unit member, except a school nurse, shall be required to provide school health services except: 1) in an emergency situation, or; 2) to administer medication (oral only).

C. Notice, Information and Training

Any bargaining unit member required to administer medication shall be provided all of the following: 1) a copy of a written medical procedural authorization completed and signed by a licensed physician and the student’s parent/guardian, including the attached procedures to be utilized as approved by the physician and; 2) medication administered shall be in the presence of another adult.

D. Refusal

A bargaining unit member may refuse to perform school health services unless the authorization (including attached procedures), and another adult witness have been provided to the member, as required in paragraph C, above.

E. Training for All

Training will be made available to all bargaining unit members in basic CPR and first aid. The Employer shall pay all costs in connection with the training, including the time taken by the member to receive the training, calculated on a pro-rata basis.

F. Liability

The Employer shall provide and maintain liability insurance on behalf of each bargaining unit member who is required to provide school health services. Insurance coverage shall include personal liability in an amount not less than currently set forth in the Employer’s insurance policies or one million dollars, whichever is greater.

Article 24 - Duration

This agreement shall be effective as of July 1, 2020 and remain in full force and effect until June 30, 2021 subject to the following:

1. Either party may open negotiations with respect to a successor agreement sixty (60) days prior to the expiration date of this agreement.
2. Wage and benefit provisions included herein shall become effective July 1, 2020.

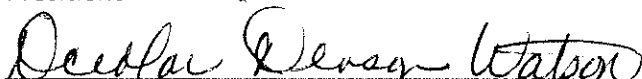
**Beecher Board of Education**

**Beecher P / MEA / NEA**

  
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 President

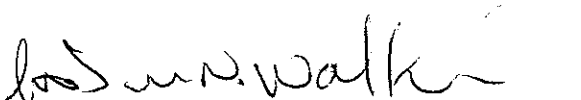
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President

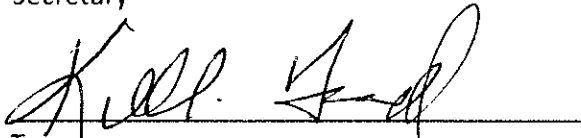
  
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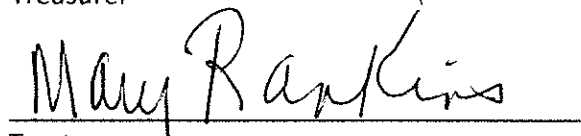
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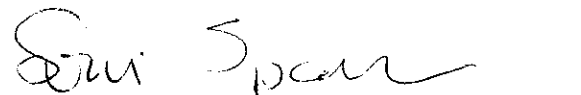
  
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 Secretary

  
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 MEA Unifery Director

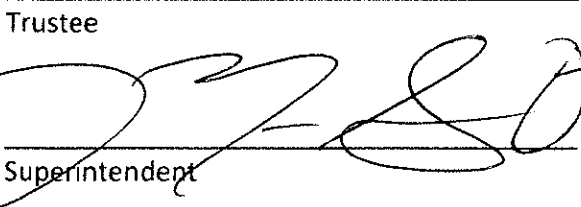
  
 \_\_\_\_\_  
 Treasurer

  
 \_\_\_\_\_  
 Trustee

\_\_\_\_\_  
 Trustee

  
 \_\_\_\_\_

Trustee

  
 \_\_\_\_\_  
 Superintendent

**Appendix A - Salary Schedules**

- For the 2020/2021 school year, employees will remain at the same step they were on during the 2019/2020 school year.

**Paraprofessional**

Step	Level 1			Level 2			Level 3			Level 4			Level 5		
	On Scale	Off Scale	Effective Wage	On Scale	Off Scale	Effective Wage	On Scale	Off Scale	Effective Wage	On Scale	Off Scale	Effective Wage	On Scale	Off Scale	Effective Wage
New Hire	\$10.59	\$0.30	\$10.89	\$11.13	\$0.30	\$11.43	\$11.62	\$0.30	\$11.92	\$12.17	\$0.30	\$12.47	\$12.72	\$0.30	\$13.02
1	\$10.74	\$0.30	\$11.04	\$11.29	\$0.30	\$11.59	\$11.82	\$0.30	\$12.12	\$12.34	\$0.30	\$12.64	\$12.85	\$0.30	\$13.15
2	\$10.90	\$0.30	\$11.20	\$11.44	\$0.30	\$11.74	\$11.96	\$0.30	\$12.26	\$12.47	\$0.30	\$12.77	\$13.01	\$0.30	\$13.31
3	\$11.05	\$0.30	\$11.35	\$11.59	\$0.30	\$11.89	\$12.11	\$0.30	\$12.41	\$12.64	\$0.30	\$12.94	\$13.17	\$0.30	\$13.47
4	\$11.19	\$0.30	\$11.49	\$11.72	\$0.30	\$12.02	\$12.27	\$0.30	\$12.57	\$12.78	\$0.30	\$13.08	\$13.32	\$0.30	\$13.62
5	\$11.36	\$0.30	\$11.66	\$11.88	\$0.30	\$12.18	\$12.41	\$0.30	\$12.71	\$12.93	\$0.30	\$13.23	\$13.46	\$0.30	\$13.76
6	\$11.53	\$0.30	\$11.83	\$12.05	\$0.30	\$12.35	\$12.57	\$0.30	\$12.87	\$13.09	\$0.30	\$13.39	\$13.63	\$0.30	\$13.93
7	\$11.68	\$0.30	\$11.98	\$12.21	\$0.30	\$12.51	\$12.72	\$0.30	\$13.02	\$13.24	\$0.30	\$13.54	\$13.78	\$0.30	\$14.08
8	\$11.83	\$0.30	\$12.13	\$12.36	\$0.30	\$12.66	\$12.87	\$0.30	\$13.17	\$13.40	\$0.30	\$13.70	\$13.93	\$0.30	\$14.23
9	\$11.97	\$0.30	\$12.27	\$12.50	\$0.30	\$12.80	\$13.02	\$0.30	\$13.32	\$13.54	\$0.30	\$13.84	\$14.07	\$0.30	\$14.37
10	\$12.15	\$0.30	\$12.45	\$12.68	\$0.30	\$12.98	\$13.19	\$0.30	\$13.49	\$13.71	\$0.30	\$14.01	\$14.25	\$0.30	\$14.55

**Early Head Start Home Visitor Educators**

Step	Wage
1	\$19.50
2	\$20.00
3	\$20.50
4	\$21.00
5	\$21.50
6	\$22.00
7	\$23.00
8	\$24.00
9	\$25.00

- A. **Attendance Incentive:** Employees that use five (5) or fewer PTO days in a school year will be paid a stipend in the second pay following the last day of school for students. The stipend will be as follows:

EMPLOYEE USES:

- 3 or fewer PTO days
- 4 PTO days
- 5 PTO days

STIPEND AMOUNT:

- \$2,000
- \$450
- \$500

\*Paid on the pay period following the end of the school year

- B. Afterschool work, Saturday School work, and like work, will be paid at \$25.00 per hour.

**Appendix B - Bargaining Unit Classifications**

<u>PARAPROFESSIONAL:</u>	<u>WEEKS WORKED:</u>
Kindergarten Special	38
Education Lead	38
Teachers	38
Community Educator/Home Visitor	38
G.S.R.P. Teacher	38
Early Head Start Teacher	48

LEVEL I – High School Diploma or its Equivalent

LEVEL II – 15 Hours of College Credit

LEVEL III – 30 Hours of College Credit

LEVEL IV – 45 Hours of College Credit

LEVEL V – 60 Hours of College Credit

Appendix C

**BEECHER COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION  
1020 WEST COLDWATER ROAD  
FLINT MICHIGAN 48505**

**AUTHORIZATION FOR THE ADMINISTRATION FOR MEDICINES BY SCHOOL PERSONNEL**

The Beecher Community School District Board of Education requires a physician’s written order and the parent or guardian’s authorization for a nurse to administer medicinal preparation exclusive of hallucinogens or narcotics or, in her absence, the principal or authorized person to administer oral medications.

**PHYSICIAN’S ORDER**

Name of Child \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Date of Birth \_\_\_\_\_

Condition for which drug is being administered \_\_\_\_\_

Name of Drug \_\_\_\_\_ Amount of Drug \_\_\_\_\_

Time of Administration \_\_\_\_\_

Relevant side effects to be observed, if any \_\_\_\_\_

Other Suggestions \_\_\_\_\_

Length of time during which medication shall be administered \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

Physician Signature \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

\*\*\*\*\*

**AUTHORIZATION OF A PARENT OR GUARDIAN CONCERNING THE ADMINISTRATION OF ABOVE MEDICINES BY SCHOOL PERSONNEL**

TO \_\_\_\_\_ DATE \_\_\_\_\_  
*Name of School Building*

I hereby request that school personnel give my child \_\_\_\_\_ the medication ordered above by his physician and will not hold the Board of Education or its personnel responsible for any complications related to the medication.

Nurse/Principal/Secretary Signature \_\_\_\_\_

Parent Signature \_\_\_\_\_

Home Telephone \_\_\_\_\_ Work/Emergency Telephone \_\_\_\_\_