

***MASTER AGREEMENT***

***BETWEEN THE***

***BESSEMER BOARD OF  
EDUCATION***

***AND THE***

***BESSEMER EDUCATION  
ASSOCIATION***

***2011-2012***

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## ARTICLE 1

### Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for a unit consisting of all certificated teaching personnel, but excluding the superintendent, assistant superintendent, principals, and assistant principals. Unless otherwise indicated, the term *teacher* when used hereinafter in this Agreement will refer to all employees in the above unit, and reference to male teachers will include female teachers.

## ARTICLE 2

### Professional Negotiations

- A. The Board agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965. The Board further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this agreement.
- B. This Agreement incorporates the entire understanding of the parties on all issues which were the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
- C. During negotiation, the Board and the Association will present relevant data, exchange points of view and make proposals and counterproposals. As of the time such information is made available to the Board, the Board will provide the Association with documents relating to budgetary proposals, requirements and allocations which are presented at any regular meeting of the full Board or to any other governmental body. The Board will make available to the Association for inspection all pertinent records of the Bessemer School System at the written request of the Association which request shall specify the records desired. Such records will be made available at the offices of the Board and will not be removed from the Board's offices. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information or making records available. Either party may, if it is so desired, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.
- D. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee or designated representative.

### **ARTICLE 3**

#### **Rights of the Board**

- A. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools, and the assignment of the professional staff are vested exclusively in the superintendent and/or principal when so delegated by the Board.
- B. The authority to adopt all parts of the annual budget of the school district shall remain exclusively with the Board and during the term of this Agreement shall not be the subject of mandatory negotiation within the Association, nor subject to any proceedings under the grievance procedure.
- C. The Board reserves the right to require health and tuberculosis examinations.
  - 1. All new teachers shall be required to file with the Board certification of satisfactory health signed by a competent physician of the teacher's own choice at the teacher's expense.
  - 2. TB-X-Ray: Non-tenure teachers must have an X-ray at their own expense. Tenure teachers who indicate a positive reaction to the Mantoux test must also have an X-ray. Tenure teachers showing a negative reaction are exempt from the X-ray.
- D. The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education shall remain unaffected by this agreement and in full force and effect, unless and until changed by the Board. Any additions, subtractions, or revisions of these policies made by the Board from time to time, shall become and remain unaffected by this agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this agreement, shall include by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control the school's business, the equipment, the operations and affairs of the Employer.
  - 2. Continue its rights and past practice of assignment and direction of work of all its personnel.

3. The right to hire, promote, suspend and discharge employees, transfer employees, determine the working schedule and work force size, and to lay off employees, except where limited by the Master Agreement.
4. Adopt reasonable rules and regulations.
5. Determine the qualifications of employees.
6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
7. Determine the placement of operations, services, and the source of materials and supplies.
8. Determine the financial policies.
9. Determine the policy affecting the selection of employees, providing such selection shall be based upon lawful criteria, except where limited by the Master Agreement.

**ARTICLE 4**  
**Agency Shop**

- A. The form of Association under this agreement is a so called *Agency Shop*. Under the *Agency Shop*, non-association workers, whom the Association is required to represent as part of the bargaining unit, must pay, as a condition of continued employment, the same dues and assessment as Association employees. Failure to pay the representative fee and/or dues shall be cause for dismissal of said teacher at the end of the current school year.
- B. No teacher shall be discharged for non-payment of dues unless the Board has received a formal written notice from the Association requesting it to discharge said teachers for the non-payment of dues, and assessments paid by Association employees. In the event that any teacher is discharged, at the Association's request, for non-payment of dues, and the School District is sued by said teacher for wages, damages, and loss of Tenure rights, the Association covenants and agrees that it will represent and defend said Board of Education free of charge in said litigation, and in the event that any judgment is obtained against the School District by virtue of such litigation, it will indemnify and save the School District harmless from the payment of any judgment so obtained.
- C. This section is subject to all the express terms and conditions of the ***Teacher Tenure Act*** of Michigan and all Veterans Laws protecting the rights of veterans in regard to public employment.

## ARTICLE 5

### Teacher Rights/Association Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or coerce or deprive any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution 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 reasons of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association, or any committee thereof, shall have the right to use the school buildings and facilities without charge for professional meetings after the close of the school day during such times when a janitor is on duty. At no time shall the meetings extend beyond 10:30 p.m. Room clearance shall be made with the principal at least one day in advance.
- C. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off the school premises.
- D. The teachers' mail boxes and the bulletin board in the principal's office shall be made available to the Association and its members for the purpose of displaying notices and distributing teacher organization material.
- E. The Board agrees to deduct from the salaries of the teachers the dues for the Association, the Michigan Education Association, and the National Education Association when voluntarily authorized in writing by each teacher desirous of having his dues deducted. Authorization forms when duly executed shall be filed with the superintendent. All deductions shall be made in equal or nearly equal installments according to a schedule agreed upon by the School Administrations and the Association.
- F. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the General Michigan School Laws.
- G. Under no circumstances will teachers leave the building without permission of the Building Principal or Superintendent.



**ARTICLE 6**  
**Grievance Procedure**

A. Definitions:

1. A *grievance* is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established law policy or the terms of this agreement.
2. The term *teacher* may include any individual or group of teachers who are certificated and who are members of the bargaining unit.
3. A *party of interest* is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The term *days* when used in this section shall, except where otherwise indicated, mean working schools days, Monday through Friday including summer months.

B. Purpose

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

- C. The building principal shall be the administrative representative when the particular grievance arises in one building.

D. Procedure

1. Level One

A teacher with a grievance shall first discuss it with his principal, either directly or through the Association's School Representative, with the objective of resolving the matter informally. The principal shall make his decision known within three (3) days.

2. Level Two

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he or the Association may file the grievance in writing within ten (10) school days with the Superintendent of Schools.

b. The Superintendent or his designee will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person in an effort to resolve it.

- c. If a teacher does not file a grievance within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, the grievance will be considered as waived.
3. Level Three

If the aggrieved person or the Association is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after he has first met with the Superintendent, he may file the grievance in writing with the Board within ten (10) school days. Within ten (10) school days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Board.
4. Level Four
  - a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after he has first met with the Board Committee, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after he has first met with the Board Committee, whichever is sooner, request the Association to submit his grievance to arbitration. The Association may, by written notice to the Board, submit the grievance to arbitration within fifteen (15) school days after receipt of the request by the aggrieved person. Grievances which do not arise from the language of this Agreement, or an alleged breach thereof, may be processed through Level Three, but will not be arbitrable.
  - b. Within ten (10) school days after such written notice of submission to arbitration, the Board Committee and the Association will request a list of arbitrators from the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
  - c. The arbitrator so selected will confer with representatives of the Board and the Association and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is in violation of the terms of this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof will be final and binding.

- d. The costs for the services of the arbitration, including per diem expenses of any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.

E. Rights of Representation

Any party in interest may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association. Provided further: When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing, except where the grievance involves only questions of fact peculiar to the individual grievant.

F. Miscellaneous

1. There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his Association Representative, any member of the Grievance Committee, Appeal Committee, and Ad Hoc Committee, or any other participants in the procedure set forth herein by reason of such participation.
2. The following matter shall not be the basis of any grievance filed under the procedures outlined in this Article.
  - a. Any claim or complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Tenure Act (Act 4 of the Public Acts, Extra Session, of 1937 of Michigan) as amended.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of the procedure set forth herein.
5. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students of any phase of the grievance procedure.

## ARTICLE 7

### Teaching Hours

- A. There shall be a 7:45 a.m. to 3:10 p.m. workday for 2011-2012. The junior-senior high school student day shall be from 7:55 a.m. to 3:10 p.m. for 2011-2012. The elementary student day shall be as outlined in Section G. There shall be a seven (7) period day for grades 7 - 12 as outlined below:

<b>PERIOD</b>	<b>2011-2012</b>
<b>Period 1</b>	7:55 a.m. to 8:58 a.m.
<b>Period 2</b>	9:02 a.m. to 9:55 a.m.
<b>Period 3</b>	9:59 a.m. to 10:52 a.m.
<b>Sr. High Period 4</b>	10:56 a.m. to 11:49 p.m.
<b>Jr. High Lunch</b>	10:52 a.m. to 11:22 a.m.
<b>Jr. High Period 4</b>	11:26 a.m. to 12:19 p.m.
<b>Sr. High Lunch</b>	11:49 a.m. to 12:19 p.m.
<b>Period 5</b>	12:23 p.m. to 1:16 p.m.
<b>Period 6</b>	1:20 p.m. to 2:13 p.m.
<b>Period 7</b>	2:17 p.m. to 3:10 p.m.

- The seven (7) class periods shall be fifty-three (53) minutes each (with the exception of first hour, one hour three minutes long to include Channel 1) with four (4) minutes passing time.
- B. Teachers may be required to remain after school, without additional compensation, for up to forty (40) minutes on each of two (2) days each month to attend meetings called by the Superintendent or Principal.
- C. 1. All teachers shall be entitled to a duty free uninterrupted lunch period equivalent in time to the regular student lunch period in the respective building.  
2. Association members shall not be responsible for the lunch period supervision. Teachers may volunteer for lunch duty. Teachers volunteering for permanent duty shall be eligible for two (2) additional personal leave days per semester and early dismissal each day on a time-for-time basis.  
3. Teachers serving lunch period duty shall be allowed to leave at the end of the student's day; such privilege to be used on a non-accumulating basis during the school year.
- D. It is the responsibility of each teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes participation, attendance, and being ready to offer their services on a voluntary basis to promote the success of school activities.
- E. Parent-teacher conferences are to be held at night with two (2) conferences per year. Programs such as the Christmas Programs and Spring Concert for both the Washington School and the High School are to be held during the day. Attendance at the Junior Prom is on a voluntary basis upon receipt of an invitation.

- F. Failure of any teacher to adhere to the Master Contract working hours provision, without prior permission or special arrangement by the Building Principal, will result in docking of pay on a computed hourly basis.
- G. The elementary student day shall be as specified below:

**Grades 1-3**

<b>Time</b>	<b>2011-2012</b>
<b>Morning:</b>	8:00 a.m. to 11:20 a.m.
<b>Lunch:</b>	11:20 a.m. to 12:00 p.m.
<b>Afternoon:</b>	12:00 p.m. to 2:52 p.m.

**Grades 4-6**

<b>Time</b>	<b>2011-2012</b>
<b>Morning:</b>	8:00 a.m. to 11:55 a.m.
<b>Lunch:</b>	11:55 a.m. to 12:35 p.m.
<b>Afternoon:</b>	12:35 p.m. to 2:55 p.m.

- H. All teachers within the system will be allowed one fifteen (15) minute coffee break per day.
- I. Part-time staff will be assigned work in consecutive periods.
- J. Act of God days, scheduled days of student instruction which are not held because of conditions not within the control of school authorities, shall be handled pursuant to State law. Instructional days shall be made up if the District falls below the minimum instructional hour requirement less any time allowed by law. If the school district is required to make up instruction days, the parties shall meet within ten (10) days of a request by the Board and mutually decide where to place these additional days on the calendar. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

**ARTICLE 8**  
**Teaching Loads**

A. Junior-Senior High School

1. The normal teaching load in the Junior-Senior High School will be a maximum of thirty (30) teaching periods per week. Teaching periods, supervisories, and study halls shall not exceed thirty (30) contact periods per week. A full time teaching load shall consist of five (5) teaching periods with one (1) supervisory or study hall or six (6) teaching periods. There shall be a maximum of five (5) preparations. Study hall is not counted as a preparation.
2. Each teacher shall have a maximum of five (5) unassigned preparation periods each week. Student contact hours, plus unassigned preparation periods, shall not exceed thirty-five (35) periods per week.

B. Elementary School

1. Each elementary teacher shall have a minimum of one (1) unassigned preparation period per day. The Board agrees, for the duration of this contract, to provide two aides for twenty (20) minutes during scheduled recess at elementary school and the BEA agrees to rotate elementary recess duty so that two (2) teachers will be supervising this recess period on a daily basis with the aides.
2. Elementary class size for grades 1-3 shall not exceed thirty (30) students. Elementary class size for grades 4-6 shall not exceed thirty-two (32) students. When a class size reaches twenty-seven (27) students, a full-time aide will be considered. A recommendation to the Board of Education shall be made by the administrator and the classroom teachers from the previous year. For example, if a fourth grade classroom had twenty-seven students, a recommendation for an aide would be made by the administrator and the previous year's third grade teachers.

C. The above teacher load shall be implemented providing the following conditions are observed:

1. Will not detract or reduce programs presently in existence.
2. This section will not affect layoff procedures as recommended by the administration.
3. If layoffs become necessary due to decreased enrollment or financial reasons, the Board reserves the right to increase class loads.
4. Rules and guidelines will be established by the Principal.

- D. Any participation by a teacher in the Shared Academic Program shall be done strictly on a voluntary basis. If a teacher is required to travel to a neighboring school district under this program, he/she shall retain all privileges as teacher under this Master Contract. Such contractual rights shall include, but are not limited to the following: salary, fringe benefits, seniority, grievance procedure. Such a teacher shall not be reduced in rank or compensation or deprived of any professional advantage because of participation in this program.
- E. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to make every effort to keep class sizes at an acceptable number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, and the best interest of the District as deemed administratively feasible. The Board further agrees to make a good faith effort to meet the class size requirements contained in Section 21, Article 2, of the 1985-86 **Michigan School Aid Act** (Public Act 110 of 1985).
- F. In the event handicapped students are required to be in the regular classrooms in determining the least restrictive environment (LRE) and the IEPC process, the parties agree to negotiate over the impact of any such placement.
- G. **Assignment of students to Teachers and Class Transfers**
1. **Grades K-8:** Current year's teachers, coming year's potential teachers, and the building administrator shall comprise an assignment team which shall meet and assign students to the coming year's teachers by May 15th of the current year.
  2. **Grades 9-12:** When students wish to transfer from one class to another class, they must secure the permission of both teachers affected, a parent, and the building administrator. The teachers and the building administrator shall comprise the transfer team.
  3. **Factors to be used in assignment of students to teachers and transfers:** The assignment team or the transfer team shall use their professional judgment, and shall consider factors including, but not necessarily limited to, the balancing of class sizes, individual student differences, abilities, emotional factors, peer relationships, and maximum group educational advantage, in making their recommendations.
  4. **Notification to parents and right to review:** Before the end of the current school year, parents shall be furnished with notice of the proposed assignments. In grades 9-12, after giving permission to a proposed transfer, parents shall be notified if the transfer request is rejected. In both cases, the parents shall be afforded the opportunity to meet with the team that made the recommendation, or rejected the requested transfer, to question or challenge the team's decision. The decision that follows, which is to be made either by the assignment team or the building administrator, at the building

administrator's option, shall be final. In the case of proposed assignments for next year's teachers in grades K-8 the opportunity to meet with the team and the final decision shall be made before the current school year's end.

- H. For teachers who share their time between Washington Elementary and A.D. Johnston Junior/Senior High School: Twenty (20) minutes of travel time will be allowed and will not be counted as part of either the teacher's guaranteed preparation time as per paragraphs A and B above or their lunch period.
- I. Teachers of elementary specials will have five (5) minutes between classes.



## ARTICLE 9

### Professional Qualifications and Assignments

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate, if a satisfactory one is available at time of hiring.
- B. No substitute teacher will be employed by the Board who possesses less than provisional or permanent certificate, except under the provision of a ninety (90) day certificate.
- C. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. It is understood that the Board shall make assignments in accordance with the needs of the District.
- D. In the event a teacher leaving the District is not replaced, the following procedures shall govern the reassignment of said teacher's classes:
  - 1. The Administration shall provide written notification to the Association.
  - 2. The Administration shall meet with the affected teacher(s).
  - 3. A committee comprised of the building administrator and the teachers within the affected discipline shall meet for the purpose of making recommendations to the Superintendent concerning the reassignment of classes.
  - 4. The decision of the Superintendent with regard to reassignment of classes shall be final. However, the Superintendent shall not be arbitrary and capricious in exercising his right under this section.
- E.
  - 1. A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled including newly created positions or a bargaining unit position vacant because of retirement, resignation or discharge, that the District determines requires filling. Whenever any vacancy in any professional position including title program and community schools positions in the district shall occur, a written notice of such vacancy shall be posted for fifteen (15) working days. No vacancy shall be filled, except in case of an emergency on a temporary basis until such vacancy shall have been posted.
  - 2. Bargaining unit members may apply for said positions by submitting a written application to the District. Positions as above described shall be posted at least fifteen (15) school days prior to being filled. Said positions shall be filled by the certified applicant with the most seniority provided they are highly qualified as defined by the ESEA. Vacancies that develop during the school year shall be posted as they occur as temporary positions and are subject to the posting and filling procedures provided above. Following all postings, the District may assign staff members in order to maintain senior or current staff. Assignments must be with the least disruption.

3. When a vacancy arises during the summer, the Board shall post the vacancy as now required and shall notify the BEA secretary by mail. The BEA secretary will be responsible for notifying each teacher.

F. SCHEDULE B VACANCIES:

1. These are not tenure positions and are yearly appointments. If there are no bargaining unit members qualified for the job, or if bargaining unit members who apply are not qualified for the job, the manner in which the position will be filled is at the sole discretion of the Board.
  2. Where the position has been filled by a non-bargaining unit member for three (3) or more consecutive years, the position shall not be subject to the posting requirements set forth below.
  3. Except as specified in number 2 above, positions filled by non-bargaining unit members shall be considered vacant and shall be posted annually, at least sixty (60) calendar days before the first scheduled practice/meeting. Vacant extracurricular positions shall also be included on all external postings for teaching vacancies.
- G. All teachers shall be given written notice of their tentative assignment for the forthcoming year no later than the preceding first day of June. In the event that changes in such assignment are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' assignments be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires the same, and the teacher shall be notified in each instance. When transference is necessary, the teachers with the most seniority shall be given the option to refuse the transfer providing the other teachers with less seniority are certified for the assignment.
- H. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and Summer School courses, shall not be obligatory but shall be with the consent of the teacher.
- I. Teachers are required to enforce disciplinary procedures as delegated by the building Principal.
- J. Teachers are required to submit detailed weekly lesson plans to their building Principal's office.

## ARTICLE 10

### Teacher Evaluation

- A. For the purposes of evaluation, probationary teachers shall be observed at least twice each year between October 15 and April 15, and shall be conducted according to the Michigan Teacher Tenure Act requirements, including its Individualized Development Plan requirements, the Annual Year-end Performance Evaluation (based on at least two (2) classroom observations, held at least sixty (60) days apart).
- B. Where the performance of a probationary teacher is determined to be unsatisfactory, notice of a decision to non-renew said teacher shall be received on or before May 2<sup>nd</sup>. The notice of non-renewal shall include the reason(s) for the decision.
- C. Any decision to non-renew a probationary teacher shall be grievable through the Board level. The decision shall not be arbitrable except in those instances where the Administration has failed to substantially follow the evaluation procedures outlined in Sections F. through L. below.
- D. Tenure teachers shall be evaluated per year. For two years there will be a formative evaluation based upon statistical data and the teacher's IPGP. The third year there will be a summative evaluation based upon statistical data, the teacher's IPGP and two (2) observations during the time period from October 1 to May 1.
- E. A summative evaluation cycle shall be defined as: 1.) Pre-observation communication; 2.) Classroom observations (minimum two); 3.) Post-observation conferences; 4.) Year-end written evaluation based upon observations as required by the Teacher Tenure Act; 5.) Statistical evaluation of student growth; 6.) Final evaluation, either satisfactory or unsatisfactory, based upon observations and statistical data. An evaluation cycle shall be one school year in length.
- F. Given that State standards for teacher evaluations include utilizing student growth as a significant portion of the evaluation, the Bessemer Area School District agrees to the following:
  - 1.) A statistical report, based on the District's student growth model in the areas of core class performance, standardized test results, and other District approved assessments will serve in combination with each teacher's IPGP progress to comprise twenty (20) percent of each teacher's yearly comprehensive evaluation.
  - 2.) The preliminary written report shall count 80% towards the final evaluation. A statistical report showing student growth shall represent 20% of the final evaluation.

### Procedure

- G. The personal life of the teacher shall not be referenced in the evaluation, but shall be handled, if necessary, under the employee discipline provisions of this contract.
- H. Evaluation of all teachers shall be based on the total school environment and the direct observation of classroom performance and shall be the responsibility of the building principal or the superintendent. The principal(s) and superintendent shall be properly trained in evaluation techniques within one (1) year of his/her date of hire.
- I. A teacher being evaluated shall be given a minimum of twenty-four (24) hours notice of any planned observation (which can be waived) and may request the presence of an Association representative at any observation following an observation that identifies unsatisfactory performance.
- J. Observations shall be for a minimum of thirty (30) minutes to a maximum of one (1) full class period. All observation or monitoring of the work performance of bargaining unit members shall be conducted openly and with full knowledge of the employee.
- K. The observation must be reduced to writing and presented to the teacher in the form of an evaluation within ten (10) school days. Performance categories shall be rated "satisfactory," "unsatisfactory," or "constructive comment."
- L. Within five (5) school days of receipt of the evaluation the evaluator shall meet with the teacher to discuss the evaluation. The teacher may request an Association representative be present at any meeting following an observation that identifies unsatisfactory performance.
- M. The evaluation shall clearly identify any deficiencies in performance, include clear recommendations on how to correct the deficiencies. The evaluator and teacher shall develop a plan of improvement which:
  - 1. Identifies specifically the area(s) that need(s) improvement.
  - 2. Provides the employee with specific, appropriate recommendations for improvement.During the next evaluation cycle the plan of improvement shall be the focus of the preliminary written evaluation.  
If the deficiency is not referenced in subsequent evaluations, this shall be evidence that it has been corrected.
- N. The teacher shall sign the evaluation to verify he/she has reviewed it. Such signature shall not be construed or interpreted to mean agreement with the content of the evaluation. The teacher may at his/her option attach a written response to the evaluation.
- O. Failure to evaluate a teacher or to complete an evaluation in accordance with this agreement shall result in a satisfactory evaluation for the teacher.

- P. During the course of implementing this evaluation system, a subcommittee shall be formed to evaluate the system and make recommendations for improvement/modification. Recommendations by the subcommittee shall be incorporated into the successor agreement. Furthermore, the District may deviate from the above procedures, such deviations based upon the subcommittee recommendations.

## ARTICLE 11

### Employee Discipline/Personnel Files

- A. No teacher shall be suspended with or without pay, demoted, or discharged without just cause. Just cause shall be determined by proper hearing procedures.
- B. Discipline may include, but is not limited to, oral or written warning, oral or written reprimand, suspension and discharge. The school district determines what level of discipline is appropriate, subject to challenge as provided below.
- C. Warnings and reprimands shall be grievable to the Board level. If the parties are unable to resolve the grievance at the Board level, the grievant shall be allowed to attach a written response to the disciplinary action, and the Association may request that the issue be submitted to a neutral third party, mutually agreed upon by the parties, who shall render a binding decision.
- D. If a teacher is interviewed as part of an investigation which may lead to discipline of that teacher, the teacher may request to have a representative of the local Association present. If a representative is requested, no action shall be taken until a representative of the local Association is available.
- E. Matters of personal conduct outside of the school environment shall not be subject to discipline, except where such conduct directly impacts upon the employer's or the employee's ability to carry out their respective duties.
- F. The Superintendent's office shall be responsible for maintaining a file for each teacher. Access will be limited to the administrative staff and one secretary assigned to them and the employer, and those persons approved by the teacher to review the file.
- G. The teacher shall be provided with a copy of any material placed in the personnel file and shall have the right to attach a written response to the material.
- H. As provided by law, if there is disagreement with information contained in a personnel record, including evaluation content, removal or correction may be mutually agreed upon by the School District and the teacher. If an agreement is not reached, the teacher may submit a written statement (not to exceed 5 sheets or 8 ½" x 11 paper) explaining the teacher's position.
- I. In the event a third party requests to see any material contained in the file, either through a FOIA request or other means, the following procedure shall apply:
  - 1. The teacher shall be notified of any such request.
  - 2. The teacher shall be provided with a copy of the request.
  - 3. The teacher and the Association have the option of filing a lawsuit in circuit court, at the Association's expense, to try to obtain a court order enjoining the School District from complying with the law and releasing.

J. Teachers shall have the right, upon written request, to review the contents of their personnel file. A representative of the Union may, at the teacher's request, accompany the teacher in this review.

## ARTICLE 12

### Seniority

- A. No later than thirty (30) days following the ratification of this Agreement, and by every September 30 thereafter, the Employer shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member's first day of work (if the first day is a holiday, said day is the first day of work) since the most recent day of hire. All bargaining unit members shall be ranked on the list in order of their first day of work, as above defined. In the circumstances of more than one (1) individual having the same first day of work, all individuals so affected, will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
- B. A seniority list shall be made and attached to the Master Agreement each year for which a contract is negotiated and/or each year of a multi-year contract. The BEA will be responsible for preparing each seniority list to be entered within the contract each year by October 15<sup>th</sup>. This seniority list will be binding in the event of a dispute.
- C. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, bargaining unit members so affected shall retain all seniority accumulated as of the effective date of layoff.
- D. Seniority shall continue to accumulate when bargaining unit members are on sabbatical, military, study, parental (maternity) health, or Association leave.
- E. For teachers teaching less than full time, seniority shall accrue in direct proportion to the percentage of the full day taught. For example:
1. One-half ( $\frac{1}{2}$ ) time teaching equals one-half ( $\frac{1}{2}$ ) year seniority.
  2. Three-fourths ( $\frac{3}{4}$ ) time teaching equals three-fourths ( $\frac{3}{4}$ ) year seniority.
- F. The attached seniority list shall be in effect as per past practice and the above conditions shall be implemented effective the first day of the 1983-84 and 1984-85 Master Agreement.



## ARTICLE 13

### Reduction in Personnel

- A. No teacher shall be laid off because of necessary reductions in personnel unless there is substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district. Teachers shall be notified by December 1 in the event of a mid-year layoff.
- B. No teacher shall be laid off, because of necessary reduction in personnel, for any school year unless the teacher has been notified of the layoff in writing a minimum of sixty (60) days prior to June 30th of any year.
- C. In the event of the layoff of teachers, teachers will be laid off in the reverse order of their experience in teaching within the district and within their area of certification. Thus, a teacher who has taught within the district for three (3) years shall not be laid off before a teacher who has taught only two (2) years within the district who has the same area of certification. The recall procedure, when implemented, shall insure teachers that they will be recalled in the reverse order of layoff when a vacancy arises within that teacher's area of certification.

Any teacher whose position is eliminated or reduced shall have the right to a position for which they are certified and highly qualified which is held by a less senior staff member. The affected teacher will have ten school days from the date of written notification of reduction to inform the District in writing of which position they are going to take. The teacher in the assumed position shall have the same rights with the same timelines to assume another's position if possible. At the secondary level, any teacher whose position is reduced shall have the additional right to add classes from less senior staff members for which they are certified in order to maintain full time status.

- D. In the event that this district shall be combined with one or more districts, the Board will use its members in such consolidated district.
- E. Teachers covered by this Agreement shall be entitled to recall rights for a number of years equal to the time they were under contract with the District. Nothing herein shall preclude the District from offering employment to teachers whose recall rights have expired.
- F. The District shall mail notice of any recall to the teacher's last known address by certified mail, return receipt requested. A teacher recalled to an equivalent or greater workload (than last employed for with the District), in an area for which they are certified and qualified, shall be required to accept the position, within 15 days, or lose all rights afforded under this section. This disqualification shall not apply to a teacher recalled after the school year has started who is under contract with another school district until the school year following the notification of recall; in such case if the teacher accepts the recall by certified mail, return

receipt requested, but must delay his/her start, the District agrees to fill the position on a temporary basis for the remainder of that school year. The teacher subject to possible recall shall be responsible for keeping the District notified of his/her current address by certified mail, return receipt requested.

## **ARTICLE 14**

### **Consolidation/Annexation**

- A. In the event that this District shall be combined with one or more districts through consolidation or annexation, the Board will use its best efforts to assure the continued recognition of the Bessemer Education Association and the continued employment of its members. However, the Board will be governed by any State laws, court rulings, or decisions handed down by the Michigan Employment Relations Commission or any body that may have control by law. Such governing body has control over and above language entered in this contract.
- B. If the Bessemer Area School District is the annexing district, the seniority list shall remain unchanged and the incoming teachers from the annexed district will begin with zero (0) years of seniority on the list. However, the annexed district teachers shall be placed on the salary schedule at Board discretion. Further, the Board agrees not to voluntarily negotiate any matter with the annexed district's teachers or their representatives. Such negotiations, if necessary, shall be through the recognized bargaining agent which is the Bessemer Education Association. *(See Article 1, Recognition, of this contract.)*

## ARTICLE 15

### Leaves of Absence

- A. Teachers shall be entitled to twelve (12) days sick leave, with full pay, each school year for personal illness or injury, or illness in the immediate family. The immediate family shall be considered to include husband, wife, domestic partner, son, daughter, father, mother, sister, brother, and any relative living in the teacher's household. After five (5) consecutive days absence, the District may require a medical excuse.
- B. Up to three (3) days of paid funeral leave for each incident may be utilized for death in the immediate family or death of grandparents, grandchildren, father-in-law, mother-in-law, aunt, uncle, niece, nephew or other family members at the discretion of the administration. Further death leave may be granted at the discretion of the superintendent. More days needed will be subtracted from sick leave days accumulation.
- C. Each teacher shall be entitled to an accumulation for the unused portion of each year's leave up to a maximum of 180 days, exclusive of the twelve (12) days of the current year.
- D. Five (5) days a year may be used for personal leave. Personal leave signifies that the nature of the leave is personal and such leave will be without expressed reason. If a teacher takes a fifth day of personal leave, the teacher will be responsible for the payment of a substitute teacher for that day. The first four (4) days shall be deducted from the accumulated sick leave. The fifth day will not be deducted. Personal leave days may not be used during the first or last two weeks of school, except in emergency situations as approved by the Superintendent. Personal leave days may be used for the day preceding or following a scheduled holiday, providing the teacher has given three (3) days advance notice for said use.
- E. The maximum number of persons using personal leave and conference/workshop leave days on the same day shall be restricted to three (3) members of the 7th - 12th grade staff and three (3) members of the Washington School staff. Any additional persons requesting personal leave over this maximum could only be granted at the discretion of the Superintendent. Two weeks notice is required for conference/workshop leave day(s).
- F. In an emergency situation where an excessive number of the teachers are absent on a particular day due to unforeseen circumstances, the Superintendent has the right to deny a personal leave day.
- G. Teachers may be granted a leave of absence with pay, up to three (3) days, for administration approved visitation at other schools, or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at one time will be within the discretion of the administration. Two weeks notice is required for conference/workshop leave days. The teacher may be requested to file a written report, within one week, of his attendance at such visitation, conference, workshop, or seminar.

- H. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- I. Any teacher who is absent because of injury or disease compensable under Michigan Worker's Compensation Law shall receive from the Board the difference between Worker's Compensation payment prescribed by law and his regular salary, to the extent and until such time a teacher will have used up the sick leave provided herein.
- J. **MEA Association Days:** Up to nine (9) days will be granted to the BEA to be used for Association business. Any Association member may use the leave. Such leave shall be without loss of pay. The Association agrees to pick up the cost for a substitute for all Association days used.
- K. No teacher shall be excused during regular hours for other employment of personal gain except with the permission of the Superintendent.
- L. A leave of absence for a period for one (1) year may be granted upon review and approval of the Board of Education for purposes deemed by the Board of Education as being educationally oriented or for educational purposes.
- M. Pregnancy shall be treated as any other temporary medical disability. The teacher shall be entitled to an uncompensated child care leave after the use of their sick leave for the balance of the school year and shall be entitled to return from such leave at the beginning of the following school year.
- N. Each teacher shall contribute one (1) day into a sick leave bank. The teachers may place additional sick leave days from their accumulated sick leave into the bank as needed. The placement of these additional days shall be by majority vote of the Association members. All members will then be required to donate days. The sick leave bank shall be administered by one (1) designee of the Association and one (1) designee of the Board. This committee shall establish reasonable rules by which to administer the bank. No member can draw from the bank until they have exhausted their accumulated sick leave. A retiring teacher may donate up to ten (10) days of accumulated leave to the sick leave bank by written notification to the District.
- O. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox or lice, shall suffer no diminution of compensation and shall not have the absence charged against his/her sick leave. The teacher must bring a statement from a physician substantiating these illnesses to avoid the absence being charged against his/her sick leave.
- P. Adoption of a child or children shall entitle the teacher to paid sick leave and shall be administered according to FMLA.
- Q. The provisions of the FMLA and its implementing regulations are hereby incorporated by reference into this Contract.

## **ARTICLE 16**

### **Strikes and Sanctions**

- A. During the term of this Agreement, neither the Association or any person acting in its behalf, will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of a teacher from his position, or stoppage of work or abstinence, in whole or part, from the full, faithful, and proper performance of the teacher's duties of employment) for any purpose whatsoever.
- B. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his contractual duties, or who refuse to participate in any of the activities by this article.
- C. It is expressly understood that Section B of this article will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations or future professional agreements.
- D. Violation of this article by any teacher or group of teachers will constitute just cause for discharge and/or imposition of discipline or penalties.
- E. Nothing contained in this article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 of which are otherwise provided by law.

## ARTICLE 17

### School Improvement - Site Based Decision Making

#### A. School Improvement Plans (SIP)

The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.

#### B. Site-Based Decision Making (SBDM)

Site-based decision making is the process by which the teachers at the work site jointly make decisions affecting their working conditions. Decisions made by the SBDM committee shall not violate the Agreement. Decisions made by the SBDM committee will be approved by the Association and Board prior to implementation of the decisions.

C. In the event that any provision(s) of a SIP or SBDM decision or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

D. Any provision(s) of a SIP or SBDM decision or applications thereof affecting the wages, hours, and or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Association prior to being adopted and/or implemented.

E. Participation in any SIP or SBDM activity is voluntary and shall not be a part of a teacher's evaluation, or otherwise be used to discipline the teacher.

## ARTICLE 18

### Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its term. It shall likewise supersede any contrary to or inconsistent terms contained in any individual teacher contracts shall be made expressly subject to the terms of this agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- C. 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.
- D. The school calendar will be set by mutual agreement of the bargaining unit and representative of the Board by the third Friday in April of each year.
- E. Department heads and involved teachers shall be consulted on budgetary matters which concern their department or program.
- F. A record of leave days accumulated and days used shall be provided with each payroll record.
- G. Students enrolled within the school district shall not be used as teacher aides, monitors, and shall not supervise in any way.
- H. Community Schools personnel selected from our staff do not come under the terms of this Master Contract.
- I. The parties to this Agreement may mutually agree to open and negotiate matters of a mutual concern at any time.



## ARTICLE 19

### Professional Compensation

- A. The salaries of teachers covered by this Agreement, set forth in Appendix A which is attached hereto and made a part hereof, are based on a normal weekly teaching load.
- B. Compensation for substituting and for extra classes: A teacher may be called upon to substitute in a class for another teacher within the system. The teacher will be compensated for each class taken over his thirty (30) hour maximum with compensatory time (hour for hour) in lieu of monetary compensation. The building administrator will provide a written acknowledgment for the compensatory time to the teacher. (Elementary teachers will be given compensatory time, hour for hour, if given another class, and shall be used for early release.)

The BEA is required to post a list of available substitutes of this nature. A study hall will be regarded as a class.
- C. At the beginning of the school year, each teacher shall have the choice of receiving pay in twenty-one (21) or twenty-six (26) (bi-weekly during the summer months) pay periods. Paychecks shall be electronically direct deposited for all teachers. Deposits shall occur on Thursday afternoons so that monies are available to the teachers on Fridays. Should the week of Thanksgiving fall upon a payroll week, the direct deposits shall occur on the Wednesday preceding the holiday.
- D. Fully paid retirement to be paid for each teacher by the Board of Education.
- E. Teachers shall have the choice of receiving their extracurricular pay in one payment at the end of the activity or spread out throughout the year.
- F. Any teacher required to attend an IEPC meeting outside of the school day will receive compensatory time for such meeting. No teacher will be required to attend more than one IEPC meeting a week which interrupts their preparation period. Any IEPC's attended after one prep time interruption in any one week will be compensated with comp time.
- G. A teacher who substitutes for the building administrator shall receive compensation at the rate of twenty-five dollars (\$25) per half (½) day.
- H. Any issuance of retroactive pay shall be at the discretion of the employee.
- I. The Head Teacher for the elementary school shall be compensated \$5000 per year in addition to his/her normal salary.
- J. In the event that the Bessemer Area School District receives a State report showing that a school district building made AYP, every member of the BEA who work in that building shall receive a merit bonus of \$25 on their following paycheck, prorated for those who work in the building on a part time basis.

- K. In the event that the Bessemer Area School District receives a State report showing that a school district building received an Education YES! grade of an 'A', every member of the BEA who work in that building shall receive a merit bonus of \$50 on their following paycheck, prorated for those who work in the building on a part time basis.

**ARTICLE 20**

**Health Insurance**

- A. The Board shall provide the following MESSA PAKs for each employee of the bargaining unit and his/her dependents as determined by MESSA. The MESSA PAKS are outlined below. The Board shall no longer be responsible for paying the deductible.

**GROUP A**

Choices II

Delta Dental Auto + 008

VSP-3

\$10,000 Term Life with AD&D

**GROUP B**

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Delta Dental Auto + 008

VSP-3

\$15,000 Term Life with AD&D

Full time teachers in the system who elect Group A will pay \$50 + 5% of the remaining premium per month towards the cost of the insurance PAK beginning September 1, 2011. Effective January 1, 2012, full time teachers in the system who elect Group A will pay 10% of the premium per month towards the cost of the insurance PAK. Effective September 1, 2011, the MESSA Choices II plan shall include the \$200/\$400 deductible with the \$20 office visit rider.

- B. Any teacher within the system who does not choose to be covered by the provided hospitalization plan may apply \$500 per month for other fixed or variable options offered by MESSA or MEAFS. If such options exceed a single subscriber rate of MESSA Choices II, such sum in excess shall be borne by the individual involved.

The Board shall adopt a Section 125 Cafeteria Plan in accordance with IRS requirements. The Board shall be responsible for administering the plan. The plan shall minimally include a benefit selection option to be filled out by all bargaining unit members on an annual basis. For those bargaining unit members opting to participate in the plan, the district shall offer the option of receiving cash in lieu of benefits or of utilizing a salary reduction plan to maintain a tax-deferred status.

- C. Part-time teachers shall be eligible to receive the benefits provided in Section A, Pak A on a pro-rata basis. In the event the part-time teacher elects not to participate in Pak A, the teacher shall receive 100% Board paid benefits from Pak B and a pro-rata annuity as provided for in Section B.
- D. Beginning January 1, 2012, the Board shall adopt a medical reimbursement Flexible Spending Account in accordance with the IRS regulations. Furthermore, on January 1 the Board shall distribute \$500 into the accounts of each member.

## **ARTICLE 21**

### **Retirement/Severance**

- A. A bargaining unit member who has acquired a minimum of ten (10) years of service in Bessemer may, at his/her option, take early retirement.
- B. Retirement Incentive Plan:
1. Teachers must meet requirements for retirement as established by the Michigan Public School Employees Retirement System.
  2. Incentive payment shall be paid to the employee only.
  3. Notice is to be given as soon as possible and before March 15 of the year of retirement. If retiring in the second semester, must notify by October 1.
  4. Except in cases where the money is being used to purchase service credit, payment shall be made in January of the year following retirement.
  5. Retirement incentive payment shall be made in the following manner: the sum of ten thousand five hundred dollars (\$10,500) for 2011-2012 will be paid to qualifying persons retiring. Payment shall be in equal installments each January over a three (3) year period.
  6. In the event of the employee's death after notice of retirement, any outstanding sums shall be paid to his/her spouse or dependent child.
  7. Upon verification of enrollment into the Michigan Public School Employees Retirement System fringe benefit program, the Board will pay fifty dollars (\$50) per month to cover the insurance fees. A payment of three-hundred dollars (\$300) will be made on July 15, and another three-hundred dollars (\$300) made on January 15. Payment will continue until such time as the retiree is eligible for Medicare through the Social Security Administration or death, whichever occurs first.
- C. Severance:
- In addition to the retirement provision outlined above, Teachers shall also be compensated as follows:
1. Teachers retiring from the Bessemer School District shall be compensated for a maximum of 155 accumulated sick days at the rate of eighty-five dollars (\$85) per day for 2011-2012 upon the actual enrollment in MPERS and receipt of their first retirement check.
  2. For separation, other than retirement, teachers shall be compensated for a maximum of 155 accumulated days at the rate of forty-two dollars and fifty cents (\$42.50) per day for 2011-2012.

3. At the teacher's option, payment may be deferred to January of the year following retirement. Early retirement incentives of any kind shall be granted at the discretion of the Board of Education based upon the individual case as it may arise and be considered in the best interest of the School District.
  4. In those cases where a Doctor certifies the teacher's absence is due to a serious/chronic illness or catastrophic medical problem that prevents the teacher from performing his/her normal duties, the following exception shall apply:
    - a. A floating cap of a minimum of 50% of the teacher's accumulated sick leave shall be retained for severance purposes only (Section C<sub>1</sub> or C<sub>2</sub>) based on the date the Doctor certifies as the starting date for the qualifying event in Section 4 above.
    - b. Earned sick days shall not be credited toward additional severance until the teacher's sick leave reaches a cumulative total equal to the protected cap.
  5. The Board at its option and cost may require a second opinion by a Physician of its choice on the certification issue described in Section C<sub>4</sub>.
- D. To qualify for the retirement/severance provision outlined above, the teacher must enroll and provide proof of receipt of a check from the MPERS before payment of the unused sick leave and ERI.

## ARTICLE 22

### Mentor Teachers

- A. The Administration shall assign a mentor to all new teachers who are in their first three (3) years of classroom teaching. Teachers are not required to accept assignment by the Administrator as the mentor to a new teacher.
- B. The Administration has the right to select the individual or individuals to be mentors. However, if no currently employed tenured teacher accepts the assignment, Administration shall have the right to fill the position from outside the Bargaining Unit with either a retired Bessemer Teacher, a retired teacher or retired school personnel with former certification, in that preferred priority.
- C. Acceptance of an assignment as a mentor teacher will ordinarily entail a three (3) year commitment on the part of the mentor teacher, but no teacher will be required to accept such assignment.
- D. The mentor or the probationary teacher may request to opt out of the mentor-teacher relationship for cause.
- E. When possible, the mentor teacher and the probationary teacher should have a common preparatory program and teach in the similar field.
- F. Neither the mentor teacher nor the probationary teacher shall be able to participate in any matter in the evaluation of the other nor shall they participate in any administration hearing involving the other arising out of the mentor relationship.

**ARTICLE 23**

**Public School Academies**

- A. The District agrees to furnish the Association with a copy of any application they receive regarding a proposed public school academy and all required information concerning the application to authorize a public school academy.



**ARTICLE 24**  
**Duration of Agreement**

This Agreement shall be effective as of September 1, 2011 and shall continue in effect until the 31<sup>st</sup> day of August 2012. This Agreement shall not be extended orally nor reopened, unless mutually agreed upon by both parties in writing. Also, it is expressly understood that this Agreement shall expire on the date indicated above.

**BESSEMER AREA SCHOOLS BOARD OF  
EDUCATION:**

**BESSEMER EDUCATION ASSOCIATION:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Date:* \_\_\_\_\_

*Date:* \_\_\_\_\_

**APPENDIX A  
 BESSEMER AREA SCHOOL DISTRICT  
 2011-2012 Staff Salary Schedule**

<b>STEP</b>	<b>BA</b>	<b>BA+Cert</b>	<b>MA</b>	<b>MA+20</b>
<b>1</b>	30,382	31,177	32,136	33,405
<b>2</b>	32,062	32,857	33,947	35,217
<b>3</b>	33,740	34,538	35,759	37,029
<b>4</b>	35,421	36,217	37,572	38,841
<b>5</b>	37,100	37,896	39,384	40,652
<b>6</b>	38,779	39,575	41,195	42,464
<b>7</b>	40,458	41,255	43,007	44,277
<b>8</b>	42,138	42,935	44,819	46,088
<b>9</b>	43,817	44,613	46,631	47,900
<b>10</b>	45,497	46,293	48,443	49,712
<b>11</b>	47,176	47,973	50,256	51,524
<b>12</b>	48,856	49,652	52,066	53,336
<b>13</b>	50,535	51,331	53,878	55,147
<b>19</b>	52,659	53,449	56,039	57,306
<b>24</b>	53,194	53,985	56,574	57,838

*The salary schedule reflects a 0% increase over the 2010-2011 salary schedule.*

*There shall be no step changes made for the 2011-2012 school year.*

**APPENDIX B  
EXTRACURRICULARS**

The Bessemer School Board shall remove the responsibility of the \$1000 fund raising for Schedule B positions formerly required.

Teachers with Schedule B positions may optionally fund raise twice per year.

Current funds raised for extracurriculars shall remain unchanged.

Purchases shall require administrative approval.

**APPENDIX B  
EXTRACURRICULARS  
2011-2012**

**Athletic**

	<b>2011-2012</b>
<b>FOOTBALL</b>	
Head Coach	\$4741.00
Assistant Coaches (2 ea)	3040.00
Junior High Coaches (2 ea)	728.00
Junior High Asst. Coach (per team)	364.10
<b>BASKETBALL (Boys &amp; Girls)</b>	
Varsity Coach	\$4504.00
Junior Varsity Coach	2921.00
Freshman Coach	1458.00
8 <sup>th</sup> Grade Coach (2 ea)	728.00
7 <sup>th</sup> Grade Coach (2 ea)	728.00
<b>TRACK</b>	
Head Coach	\$2370.00
Assistant Coaches (2 ea)	1185.23
Junior High Coaches (2 ea)	728.00
<b>VOLLEYBALL</b>	
Varsity Coach	\$4504.00
Junior Varsity Coach	2921.00
Freshman Coach or Second JV	1458.00
<b>GOLF</b>	<b>\$1277.00</b>

**Fine Arts**

Band (after hours)	\$1944
Choir (after hours)	1458
Director Senior or Junior High Play	728
Thespian Club Sponsor	365
Summer Band Program (per week), plus an additional \$56.48 per event on the 4th of July	365

**Academics**

	<b>2011-2012</b>
Summer School	\$21.00/hr.
Driver Training Instructor (Average 380 hours)	\$16.45

Librarian and/or Counselor: During the week prior to or immediately following the school year, the administration may call in the librarian or counselor to work as needed. Compensation in such cases will be at the teacher's per diem rate.

Sr. High Quiz Bowl \$338 plus \$112 per match after the initial match

Jr. High Quiz Bowl \$225

District Technology Coordinator: \$250 + \$21/hr for after school courses

Distance Learning: The parties agree to address distance learning if a Bessemer teacher becomes an instructor.

Head Teacher – To be determined following Administrative realignment, if necessary

**Advisors**

	<b>2011-2012</b>
Senior High Yearbook Advisor	\$1213
Senior Class Advisor	728
Junior Class Advisor	606
High School Student Council Advisor	452
Jr. High Student Council Advisor	452
National Honor Society Advisor	395
Science Olympiad Advisor	395
Biology Olympiad Advisor	395
High School Newspaper	365
Special Ed. Coordinator	697
Sr. High Cheerleading Advisor	\$1129 (the advisors may share the duties and the stipend--\$1807—at the option of the advisors)
Jr. High Cheerleading Advisor	\$678 (the advisors may share the duties and the stipend--\$1807—at the option of the advisors)

*INACTIVE EXTRACURRICULARS: Car Allowance, Counselor, Debate Coach, Library Manager (HS & Elem.), Noon Duty, Speech Coach, Summer Baseball, Tennis Coach, Washington School Annual, Washington School Library, Washington School Paper, Saturday School, Computer Club.*

*The Bessemer School Board shall remove the formerly required responsibility of the \$1000 fund raising for Schedule B positions. Teachers with Schedule B positions may optionally fund raise twice per year. Current funds raised for extracurriculars shall remain unchanged. Purchases shall require administrative approval.*

**APPENDIX C**  
**BESSEMER AREA SCHOOL DISTRICT**  
**2011-2012 Calendar**

Tuesday, August 30, 2011 .....No School – In-Service Day  
Wednesday, August 31, 2011 .....No School – In-Service Day  
Thursday, September 1, 2011 .....No School – In-Service Day  
Monday, September 5, 2011 .....No School – Labor Day  
Tuesday, September 6, 2011 .....First day of School  
Thursday, October 12, 2011 .....Parent/Teacher Conferences  
Friday, October 14, 2011 .....No School- In-Service Day  
Friday, November 4, 2011 .....End of the 1<sup>st</sup> Quarter  
Monday, November 7, 2011 .....2<sup>nd</sup> Quarter Begins  
Wednesday, November 23, 2011 .....Half day  
Thursday, November 24, 2011 .....No School – Thanksgiving  
Friday, November 25, 2011 .....No School – Friday after Thanksgiving  
Monday, December 19, 2011 .....Christmas vacation begins  
Monday, January 2, 2012 .....Christmas vacation ends  
Tuesday, January 3, 2012 .....School Resumes  
Friday, January 20, 2012 .....End of the 2<sup>nd</sup> Quarter/End of the 1<sup>st</sup> Semester  
Monday, January 23, 2012 .....Second Semester Begins – 3<sup>rd</sup> Quarter Begins  
Friday, February 17, 2012 .....No School- In-Service Day  
Monday, February 20, 2012 .....No School – Presidents’ Day  
Wednesday, February 22, 2012 .....Parent/Teacher Conferences  
Thursday, March 15, 2012 .....Parent/Teacher Conferences  
Friday, March 23, 2012 .....End of the 3<sup>rd</sup> Quarter  
Monday, March 26, 2012 .....4<sup>th</sup> Quarter Begins  
Monday, April 2, 2012 .....No School – Easter Vacation  
Tuesday, April 10, 2012 .....School Resumes  
Sunday, May 27, 2012 .....High School Graduation 1:00 p.m.  
Monday, May 28, 2012 .....No School – Memorial Day  
Tuesday, June 5, 2012 .....4<sup>th</sup> Quarter, 2<sup>nd</sup> Semester & School Year End

**APPENDIX D**  
**PROBATIONARY TEACHER CONTRACT**

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Education of the School District of Bessemer, County of Gogebic, State of Michigan (hereinafter termed the District), and \_\_\_\_\_ (hereinafter termed the Teacher).

**WITNESSETH:**

This individual contract is made pursuant to and subject to the terms and conditions of a master contract between the District and the Bessemer Education Association.

The District agrees to hire the Teacher for the school year 20\_\_\_\_-20\_\_\_\_, commencing \_\_\_\_\_, 20\_\_\_\_, and terminating \_\_\_\_\_, 20\_\_\_\_, and the Teacher agrees to serve the District as a Teacher for said period and for such other duties as may be listed below together with the compensation listed therefor.

The School District agrees that it will pay to said Teacher as compensation for the services rendered by him/her the sum of \_\_\_\_\_ dollars payable according to one of the following plans which the Teacher may elect:

\_\_\_\_\_ Annual salary payable in 21 biweekly installments

\_\_\_\_\_ Annual salary payable in 26 biweekly installments

No teacher employed in an administrative capacity or extra duty assignment shall be granted tenure in such capacity, but shall be granted tenure only as a classroom teacher. Failure of the Board of Education of the School District to re-employ the teacher in such capacity shall not be deemed a demotion within the provisions of the Michigan laws relating to tenure.

The teacher represents that he holds all certificates and other qualifications required by law for a teacher of the District.

Both parties agree to obey the provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended) and the Public Employees Negotiation Act (Public Act 379 of 1965).

The teacher is herewith retained on a probationary basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended), said probationary period to be of one (1) to two (2) year(s) duration. Continuing tenure is not herein afforded to the Teacher, but is specifically withheld pending satisfactory performance during the probationary period.

**APPENDIX E**  
**TENURE TEACHER CONTRACT**

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Education of the School District of Bessemer, County of Gogebic, State of Michigan (hereinafter termed the District), and \_\_\_\_\_ (hereinafter termed the Teacher).

**WITNESSETH:**

This individual contract is made pursuant to and subject to the terms and conditions of a master contract between the District and the Bessemer Education Association.

The District agrees to hire the Teacher for the school year 20\_\_\_\_-20\_\_\_\_, commencing \_\_\_\_\_, 20\_\_\_\_, and terminating \_\_\_\_\_, 20\_\_\_\_, and the Teacher agrees to serve the District as a Teacher for said period and for such other duties as may be listed below together with the compensation listed therefor.

The School District agrees that it will pay to said Teacher as compensation for the services rendered by him/her the sum of \_\_\_\_\_ dollars payable according to one of the following plans which the Teacher may elect:

\_\_\_\_\_ Annual salary payable in 21 biweekly installments

\_\_\_\_\_ Annual salary payable in 26 biweekly installments

No teacher employed in an administrative capacity or extra duty assignment shall be granted tenure in such capacity, but shall be granted tenure only as a classroom teacher. Failure of the Board of Education of the School District to re-employ the teacher in such capacity shall not be deemed a demotion within the provisions of the Michigan laws relating to tenure.

The teacher represents that he holds all certificates and other qualifications required by law for a teacher of the District.

Both parties agree to obey the provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended) and the Public Employees Negotiation Act (Public Act 379 of 1965).

The Teacher agrees that this is a contract for personal service which may not be assigned or transferred by the Teacher.



**LETTER OF AGREEMENT  
BETWEEN THE  
BESSEMER AREA SCHOOLS BOARD OF EDUCATION  
AND THE  
BESSEMER EDUCATION ASSOCIATION**

The above named parties hereby agree to create a committee composed of teachers from each building, administrator(s), and school board members should they so choose to participate, with the intent of examining and selecting an appropriate evaluation tool for classroom observations.

\_\_\_\_\_  
For the Bessemer Education Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Bessemer Area Schools Board of Education

\_\_\_\_\_  
Date

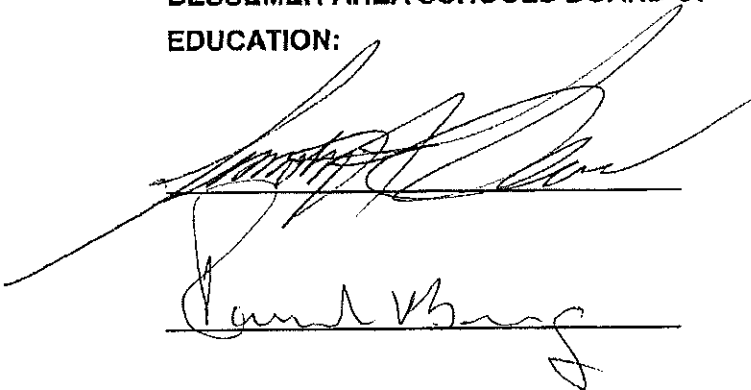
**ARTICLE 24**

**Duration of Agreement**

This Agreement shall be effective as of September 1, 2011 and shall continue in effect until the 31<sup>st</sup> day of August 2012. This Agreement shall not be extended orally nor reopened, unless mutually agreed upon by both parties in writing. Also, it is expressly understood that this Agreement shall expire on the date indicated above.

**BESSEMER AREA SCHOOLS BOARD OF  
EDUCATION:**

**BESSEMER EDUCATION ASSOCIATION:**

  
\_\_\_\_\_

  
\_\_\_\_\_

Date: 9/6/11 \_\_\_\_\_

Date: \_\_\_\_\_