

MASTER AGREEMENT
BETWEEN THE
BESSEMER BOARD OF EDUCATION
AND THE
BESSEMER EDUCATION ASSOCIATION



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ARTICLE 1
Recognition

- A. The Board recognizes the Association as the exclusive bargaining representative, as defined in the Michigan Public Employment Relations Act ("PERA"), as amended, for a unit consisting of all certificated teaching personnel and counselors but excluding the superintendent, assistant superintendent, principals, and assistant principals. Unless otherwise indicated, the term "*teacher*" when used in this Agreement refers to all employees in this unit.

ARTICLE 2
Professional Negotiations

- B. The Board will not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant PERA. The Board will not negotiate with any teachers' organization other than the Association as to changes in salaries or other conditions of employment to become effective during the term of this Agreement.
- C. 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 as 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.
- D. During negotiation, the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. The Board will make available to the Association for inspection and copying all pertinent records of the Bessemer School System at the written request of the Association unless disclosure of the requested record(s) is not required by PERA or the Michigan Freedom of Information Act. Such records will be made available at the Board and will not be removed from the Board's offices. The Association shall reimburse the Board offices for reasonable expenses incurred in furnishing the requested information or making records available. Either party may, if it is so desired, use the services of outside consultants and may call upon professional and lay representatives to assist with negotiations.
- E. Despite reference to the Board and the Association, each reserves the right to act by committee or designated representative.

ARTICLE 3
Rights of the Board

- A. Except as expressly provided by 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 District's annual budget shall remain exclusively with the Board and during the term of this Agreement shall neither 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 a teacher to submit to a health examinations to determine if the teacher can perform the essential job functions with or without reasonable accommodation.
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.
- D. The District retains all rights, powers and authority vested in it by the laws and Constitutions of Michigan and the United States. All Board policies 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 Board policies 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 be limited only as specifically identified by express provisions of this Agreement and the Michigan Public Relations Act. Rights reserved exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or as 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 workforce size, and to lay off employees, except where limited by this 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 this Agreement.

ARTICLE 4 Agency Shop

An employee shall not be required as a condition of obtaining or continuing employment to do any of the following:

- a. Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative.
- b. Become or remain a member in the BEA. Association
- c. Pay any dues, fees, assessments, or other charges or expenses of any kind or amount, or provide anything of value to the BEA, MEA, or NEA.
- d. Pay to any charitable organization or third party any amount that is in lieu of, equivalent to, or any portion of dues, fees, or assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

ARTICLE 5 Teacher Rights/Association Rights

- A. Pursuant to the Michigan Public Employment Relations Act ("PERA"), as amended the Board and Association agree 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 and other concerted activities for mutual aid and protection or refrain from such activities.
As a duly elected body exercising governmental power under Michigan law, the Board and Association agree that it will not directly or indirectly discourage or coerce or deprive any teacher in the enjoyment of any rights conferred by PERA or other laws or Constitutions of Michigan and the United States: That it will not discriminate against any teacher as to hours, wages or any terms or conditions of employment by reasons of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise as to any terms or conditions of employment or the non-participation in such activities.
- 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, required or coerced from wearing insignia, pins, or other identification of membership in the Association, either on or off 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. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other lawful plans or programs for payroll deductions.
- F. Nothing in this Agreement 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 covered under the collective bargaining agreement.
- 3. A *party of interest* is the person(s) making the claim and any person(s) 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 article is to secure, at the lowest level possible, equitable solutions to the problems of the parties. These proceedings shall be kept as confidential as may be appropriate at any level of such procedure. This article does not limit 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 the principal or building administrator, either directly or through the Association's School Representative, with the objective of resolving the matter informally. If the grievant is not satisfied by the informal conversation, the grievant will file the grievance in writing with the principal or building administrator within 30 school days of the incident. The principal or building administrator shall make the decision known to the grievant and the Association within three (3) days.

2. Level Two

- a. If the aggrieved person is not satisfied with the grievance disposition at Level One, the teacher or the Association may file the grievance in writing within ten (10) school days with the Superintendent. Documentation will be hand delivered to the

Superintendent's office. If the Superintendent is unavailable, time lines shall not begin until the Superintendent returns.

- b. The Superintendent or 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 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 waived.

3. Level Three

If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the teacher has first met with the Superintendent, the teacher may file the grievance in writing with the Board within ten (10) school days. Documentation will be hand delivered to the Superintendent's office. If the Superintendent is unavailable, time lines shall not begin until the Superintendent returns. 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 the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the teacher has first met with the Board Committee, the teacher may, within five (5) school days after a decision by the Board or fifteen (15) school days after the teacher has first met with the Board Committee, whichever is sooner, request the Association to submit the 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 are not 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 selected arbitrator will confer with representatives of the Board and the Association and hold hearings promptly and will issue a 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. The arbitrator's decision will be in writing and will set forth 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 violate this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach 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 not be represented by an officer, agent or other representative of any organization other than the Association. 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 unique 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 the Association Representative, any member of the Grievance Committee, Appeal Committee, and Ad Hoc Committee, or any other participants in the grievance procedure by reason of such participation.
2. The following matter shall not be the basis of any grievance filed to arbitration 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 Michigan Teachers' Tenure Act as amended.
 - b. Any prohibited or illegal bargaining subject.
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 to facilitate the grievance procedure.
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 3:15 p.m. workday for 2018-21. The junior-senior high school student day shall be from 7:55 a.m. to 3:13 p.m. for 2018-21. 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: Contact days and total hours for the year will meet or exceed state law plus 5 Professional Days.

PERIOD	2018-21
Period 1	7:55 a.m. to 8:58 a.m.
Period 2	9:02 a.m. to 9:55 a.m.
Period 3	9:59 a.m. to 10:52 a.m.
Sr. High Period 4	10:56 a.m. to 11:51 p.m.

Jr. High Lunch	10:52 a.m. to 11:17 a.m.
Jr. High Period 4	11:21 a.m. to 12:16 p.m.
Sr. High Lunch	11:51 a.m. to 12:16 p.m.
Period 5	12:20 p.m. to 1:15 p.m.
Period 6	1:29 p.m. to 2:14 p.m.
Period 7	2:18 p.m. to 3:13 p.m.

The seven (7) class periods shall be as outlined in the above schedule 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. Teachers shall not be responsible for the lunch period supervision. Teachers may volunteer for lunch duty. Teachers volunteering for permanent duty shall be eligible for either two (2) additional personal leave days per semester or take a monetary payment of \$70 in lieu of an earned personal leave day 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 student in the District. This includes participation, attendance, and being ready to offer their services on a voluntary basis to promote the success of school activities.
- E. There will be two (2) parent-teacher conferences per school year. Parent-teacher conferences dates will be established through mutual agreement.
- F. Failure of any teacher to adhere to the Agreement's working hour's provision, without prior permission or special arrangement by the Building Principal, will result in docking of pay on a computed hourly basis.

G.

Grades K-3

Time	2018-2021
Morning:	8:00 a.m. to 11:20 a.m.
Lunch:	11:20 a.m. to 11:45 a.m.
Recess:	11:45-12:00
Afternoon	12:00 p.m. to 3:05 p.m.
:	

Grades 4-6

Time	2018-2021
Morning:	8:00 a.m. to 11:55 a.m.
Lunch:	11:55 a.m. to 12:20 p.m.
Recess:	12:20-12:35
Afternoon	12:35 p.m. to 3:00 p.m.
:	

- H. Part-time staff will be assigned work in consecutive periods.
- I. Act of God days are scheduled days of student instruction which are not held because of conditions not within the control of school authorities, and 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 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, supervisory, 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.
- 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 shall be made by the administrator and the classroom teachers from the previous year. For example, if a fourth grade classroom had twenty-seven (27) 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. 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. Should a teacher volunteer for such an assignment, that teacher shall ~~be~~ complete the school year in that assignment, subject to the needs of each school district involved. If a school district, not bound by this Agreement, elects to terminate the shared program during the academic year, the teacher shall return to a teaching assignment within this District. The District shall not be responsible for the loss of salary in such a circumstance. If a teacher is required to travel to a neighboring school district under this program, he/she shall retain all privileges as a teacher under this Agreement. Such contractual rights shall include, but are not limited to the following: salary, fringe benefits, seniority, and grievance procedure. The teacher shall not be reduced in rank or

compensation or deprived of any professional advantage because of participation in this program.

- E. The student-teacher ratio is an important aspect of an effective educational program. The Board will make every effort to keep class sizes at an acceptable number as dictated by the District's financial condition, the building facilities available, the availability of qualified teachers, and the District's best interest as deemed administratively feasible.
- F. In the event handicapped students with disabilities are required to be in the regular classrooms in determining the least restrictive environment (LRE) and the IEP 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. Proposed student 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 end.
- H. For part time 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. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. The Board shall make assignments in accordance with the needs of the District.
- B. 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 provided to the BEA.

2. Bargaining unit members may apply for said positions by submitting a written application to the District
 3. When a vacancy arises the District shall each teacher via email.
- C. SCHEDULE B VACANCIES:
1. When individuals covered under the collective bargaining agreement meet the qualifications as established by the District, they will be placed in said position prior to individuals not covered under the collective bargaining agreement.
 2. These are not tenure positions and are yearly appointments. If there are no individuals covered under the collective bargaining agreement qualified for the job, or if individuals who apply are not qualified for the job, the manner in which the position will be filled is at the sole discretion of the District.
 3. 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.
- D. All teachers shall be given written notice of their tentative assignment for the forthcoming year no later than the preceding first day of August. In the event that changes in such assignment are proposed, all teachers affected shall be notified promptly.
- E. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, and extra duties enumerated in Appendix B, and Summer School courses, shall not be obligatory but shall be with the consent of the teacher.
- F. Teachers are required to enforce disciplinary procedures as delegated by the building Principal.

ARTICLE 10

Employer/Employee Relations/Personnel Files

- A. A teacher may request to have a representative of the local Association present at any meeting. If a representative is requested, no action shall be taken until a representative of the local Association is available.
- B. Matters of personal conduct outside of the school environment are a private matter, and shall not be a consideration of the District, except where such action directly impacts upon the employer's or the employee's ability to carry out their respective duties, or reporting is otherwise required by law.
- C. 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.
- D. 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.
- E. 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 District and the teacher. If an agreement is not reached, the teacher may submit a written statement

(not to exceed 5 sheets of 8 ½" x 11 paper) explaining the teacher's position.

- F. 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.
- G. Should the Administration receive any written, signed complaint from a parent or student which is deemed by the Board or Administration to be justifiable, the teacher will be informed of the complaint, and the teacher may ask that a meeting be requested with the complainant. The District shall meet with the teacher to discuss the complaint. The teacher may bring a representative from the BEA, MEA, or other counsel. The meeting will take place at a time acceptable to all parties. Any complaint received that is not written and signed from a parent or student will be brought to the attention of the teacher but no record of such a complaint will be kept in any file maintained by the administration. However, if a parent requests a meeting with a teacher concerning his/her child's progress or problems, the request shall be granted and a meeting held at a time mutually agreeable to both parent and teacher. If the teacher desires to have an administrator participate in such conference, the teacher request shall be granted.
- H. 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 11

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 employee'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 employees 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 affected bargaining unit employees will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit employees and Association representatives to be in attendance.
- B. A seniority list shall be made and attached to the Agreement each year for which a contract is negotiated and/or each year of a multi-year contract. The Association will be responsible for preparing each seniority list to be entered within the contract each year by October 15th. 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 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 employees so affected shall retain all seniority accumulated as of the effective date of layoff.

- D. Seniority shall continue to accumulate when bargaining unit employees 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 (1/2) time teaching equals one-half (1/2) year seniority.
 - 2. Three-fourths (3/4) time teaching equals three-fourths (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 current Agreement.

ARTICLE 12

Annexation

- A. If the Bessemer Area School District is an 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 will not 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 Agreement.)*

ARTICLE 13

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 spouse, domestic partner, child, step-child, parent, step-parent, sibling, and any relative living in the teacher's household. After five (5) consecutive days' absence, the District may require the teacher to produce a medical excuse for the absences. (or at the discretion of the Superintendent if the District can demonstrate a pattern or suspicion of abuse),
- B. Up to five (5) 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 the teacher's sick leave day's 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 shall reimburse the District for the cost of a substitute teacher for that day. The first four (4) personal leave 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, at the discretion of the Superintendent, be used for the day preceding or following a scheduled holiday, providing that the teacher has given three (3) school business 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) employees 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 for 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 Workers Compensation Law shall receive from the Board the difference between Worker's Compensation payment prescribed by law and the teacher's regular salary, to the extent and until such time a teacher will have used up his/her sick leave provided herein.
- J. Association Days: Up to nine (9) days will be granted to the Association to be used for Association business. Any Association member may use the leave with approval from the Superintendent/designee and Association executive committee. 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 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 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. 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 bargaining unit employees. All bargaining unit employees 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 bargaining unit employee can draw from the bank until he/she has 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(s) 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 Family and Medical Leave Act (FMLA) and its implementing regulations are hereby incorporated by reference into this Contract.
- R. Individuals who are required to leave the district due to military service, shall not be required to pay the cost of substitutes, nor use accrued leave time. Official orders and documentation of the military leave must be provided to the Superintendent. Employees shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

ARTICLE 14 **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/her contractual duties, or who refuse to participate in any of the activities by this article.
- C. Section B of this Article will not be construed to restricting the Association's right 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 a lawful basis 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 the Michigan Public Employment Relations Act

ARTICLE 15 **School Improvement – Site Based Decision Making**

A. School Improvement Plans (SIP)

The provisions contained in this Article shall apply to all School Improvement Plans (SIP).

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 before implementation of the decisions.

- C. If any provision(s) of a SIP or SBDM decision or application thereof violates, contradicts, or is inconsistent with this Agreement, this 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 employees must have the written approval of the Association before being adopted and/or implemented, unless that provision is a prohibited bargaining subject.
- E. Participation in any SIP or SBDM activity is voluntary.

ARTICLE 16
Miscellaneous Provisions

- A. This Agreement shall supersede any policy, 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, which 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. Employees may print copies of this Agreement on District printers/copiers at no cost.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found contrary to law or prohibited subject 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 District shall not be used as teacher aides, monitors, and shall not supervise in any way.
- H. The parties to this Agreement may mutually agree to open and negotiate matters of a mutual concern at any time.
- I. Teachers responsible for the activity and who are taking students out of school on field trips, etc., shall not be required to use personal leave time for said days nor shall they be responsible for paying for substitute teachers. Teachers acting as chaperones may be required to do so at the discretion of the Superintendent.

ARTICLE 17
Professional Compensation

- A. The salaries of teachers covered by this Agreement, set forth in Appendix A are based on a normal weekly teaching load.

- B. A teacher may be called upon to substitute in a class for another teacher within the District. 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 Association 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. Lump sum payments of summer checks will not be provided. 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. In years with twenty-two (22) or twenty-seven (27) pay periods, the Superintendent or designee will notify the Association President, by August 15th of the forthcoming school year, when this anomaly occurs.
- D. Retirement will be paid for each teacher by the Board to the extent allowable under the law.
- E. Teachers shall have the choice of receiving their extracurricular pay in one (1) payment at the end of the activity or spread out throughout the year.
- F. Any teacher required to attend an IEP Team meeting outside of the school day will receive compensatory time for such meeting. No teacher will be required to attend more than one (1) IEP Team meeting a week which interrupts his/her preparation period. Any IEP Team meeting 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 ($\frac{1}{2}$) 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 order to comply with Section 164h (1) (d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1 of each year. Such policy shall not, in any way, alter the provisions contained in this Collective Bargaining Agreement

ARTICLE 18

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, with the noted exception for Group C

GROUP A

Choices II
Delta Dental Auto + 008
VSP-3
\$10,000 Term Life with AD&D

GROUP B

Delta Dental Auto + 008
VSP-3
\$15,000 Term Life with AD&D

GROUP C

ABC Plan
Delta Dental Auto +008
VSP - 3
\$10,000 Term Life with AD&D

The MESSA Choices II plan shall include the Saver Rx prescription card and the \$500/\$1000 deductible. The District agrees to contribute to the MESSA ABC 1 Plan Premium and HSA single, 2-Person, and Full Family plan. The ABC 1 plan will be funded by the District at the ABC 1 plan premium for single, two-person, or family, plus the difference in the premium between the ABC 1 plan and Choices II plan. The total amount for the ABC plan will meet and not exceed the cost of the respective Choices II plan. The District agrees to contribute half of the funded deductible amount to the HSA by the fifteenth (15th) of the month once the open enrollment period has closed for 2019 and by July 15, 2019. These payments will be made by January 15th and July 15th for the remaining years of the contract. The employee, through payroll deduction shall contribute the amount funded in excess of the total cost of Choices II.

Should an employee leave the ABC plan or leave employment with the District after the funded deductible has been deposited the employee will be responsible for repayment of the prorated portion of the Districts funded deductible prior to any other payments or reimbursements being issued to the employee.

- B. Any teacher within the District 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 is responsible for administering the plan. The plan shall minimally include a benefit selection option to be completed by all bargaining unit employees on an annual basis.

For those bargaining unit employees opting to participate in the plan, the district shall offer the option of receiving cash in lieu of benefits or of using 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

on a pro-rata basis. If 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.

ARTICLE 19
Retirement/Severance

- A. A bargaining unit employee who has acquired a minimum of ten (10) years of service in the Bessemer School District may, at his/her option, take early retirement. The Retirement Incentive Plan is not available to employees hired for the 2015-2016 school year and beyond.
- B. Retirement Incentive Plan:
1. Teachers must meet requirements for retirement as established by the Michigan Public School Employees Retirement System.
 2. Employees who choose to retire under Article 19. A. and C.1, shall be eligible for the Districts retirement incentive as shown below in the established matrix.

Year of Retirement	Payment
2018-2019 2019-2020 2020-2021	\$10,500.00
2021-22 2022-23	\$7,875.00
2023-24 2024-25	\$6,562.00
2025-26 2026-27 2027-28	\$3,281.00

3. Notice is to be given to the Superintendent as soon as possible and before March 15 of the current year. If retiring in the second semester, the teacher must provide notice to the Superintendent by October 1 of the current year. The request will be submitted to the board for approval.
4. Payment shall be made in January of the year following retirement. Retirement incentive payment shall be made in the following manner: Payment shall be in equal installments

each January over a three (3) year period. The retirement incentive will not be available to employees after the 2027-2028 school year and beyond.

5. 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.
6. Upon verification of enrollment into the Michigan Public School Employees Retirement System fringe benefit program, the Board will pay the retired employee 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 according to the following matrix. The severance sick day payout will remain at \$60.00 for the 2028 - 2029 school year and beyond.

2018-2019	\$85.00
2019-2020 2020-2021	\$80.00
2021-2022 2022-2023	\$75.00
2023-2024 2024-2025	\$70.00
2025-2026 2026-2027 2027-2028	\$60.00

2. For separation, other than retirement, teachers shall be compensated for a maximum of 155 accumulated days at the rate of thirty dollars (\$30) per day provided they have at least ten (10) years of service with the district. A teacher dismissed for cause shall not be eligible for severance or early retirement incentive.

3. At the teacher's option, payment may be deferred to January of the year following retirement.

D. To qualify for the retirement/severance provision outlined above, the teacher must enroll and provide proof of receipt of a check from the MPSERS before payment of the unused sick leave and retirement incentive is made.

ARTICLE 20
Mentor Teachers

- A. Association members may apply for open mentor positions at the start of each school year. The list of open positions will be made available by August 15th of each year. Positions may become available after this date.
- B. Acceptance of an assignment as a mentor teacher will ordinarily entail a three (3) year commitment on the part of the mentor teacher. The mentor teacher will be compensated one hundred fifty dollars (\$150.00) each year they serve as a mentor starting with the 2018 – 2019 school year and beyond.
- C. The mentor or the probationary teacher may request to opt out of the mentor-teacher relationship for cause.
- D. When possible, the mentor teacher and the probationary teacher should have a common preparatory program and teach in a similar field.

ARTICLE 21
Public School Academies

The District will 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.

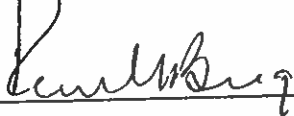
ARTICLE 22
Duration of Agreement

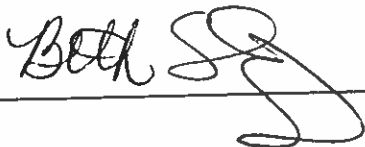
This Agreement shall be effective as of September 1, 2018 and shall continue in effect until the 31st day of August, 2021. This Agreement shall not be extended orally nor reopened, unless mutually agreed upon by both parties in writing. Also, it is expressly understood that this Agreement shall expire on the date indicated above.

ARTICLE 23
Emergency Manager

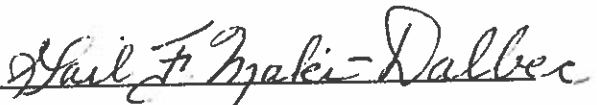
An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 et seq, may reject, modify, or terminate this Agreement as provided in that Act.


**BESSEMER AREA SCHOOLS BOARD OF
EDUCATION:**





BESSEMER EDUCATION ASSOCIATION:







Date: May 9, 2019

Date: _____

**APPENDIX A
BESSEMER AREA SCHOOL DISTRICT
2018-2021 Staff Salary Schedule**

1. 3% salary increase for the 2018 - 2019 school year for steps 13 - 24
2. 2% salary increase for the 2019 - 2020 school year for steps 13 - 24
3. 1% salary increase for the 2020 - 2021 school year for steps 13 - 24
4. All steps and lanes will be paid for the duration of the Agreement

**Bessemer Area School District
2018-19 SALARY SCHEDULE - 3% Increase on Steps 13-24**

	BA	BA+Certificate	MA	MA+20
3	35,236	36,062	37,326	38,641
4	36,975	37,800	39,202	40,517
5	38,714	39,538	41,079	42,391
6	40,453	41,277	42,954	44,267
7	42,191	43,016	44,830	46,145
8	43,930	44,755	46,705	48,020
9	45,668	46,492	48,582	49,895
10	47,408	48,232	50,458	51,771
11	49,146	49,970	52,334	53,647
12	50,885	51,709	54,208	55,524
13	54,203	55,051	57,768	59,120
19	56,467	57,309	60,072	61,422
24	57,037	57,881	60,641	61,990

**Bessemer Area School District
2019-20 SALARY SCHEDULE - 2% Increase on
Steps 13-24**

	BA	BA+Cert	MA	MA+20
3	35,236	36,062	37,326	38,641
4	36,975	37,800	39,202	40,517
5	38,714	39,538	41,079	42,391
6	40,453	41,277	42,954	44,267
7	42,191	43,016	44,830	46,145
8	43,930	44,755	46,705	48,020
9	45,668	46,492	48,582	49,895
10	47,408	48,232	50,458	51,771
11	49,146	49,970	52,334	53,647
12	50,885	51,709	54,208	55,524
13	55,287	56,152	58,923	60,302
19	57,596	58,455	61,273	62,650
24	58,178	59,039	61,854	63,229

Bessemer Area School District
2020-21 SALARY SCHEDULE - 1% Increase on Steps 13-24

	BA	BA+Certificate	MA	MA+20
3	35,236	36,062	37,326	38,641
4	36,975	37,800	39,202	40,517
5	38,714	39,538	41,079	42,391
6	40,453	41,277	42,954	44,267
7	42,191	43,016	44,830	46,145
8	43,930	44,755	46,705	48,020
9	45,668	46,492	48,582	49,895
10	47,408	48,232	50,458	51,771
11	49,146	49,970	52,334	53,647
12	50,885	51,709	54,208	55,524
13	55,840	56,714	59,512	60,905
19	58,172	59,040	61,886	63,277
24	58,760	59,629	62,473	63,861

**APPENDIX B
EXTRACURRICULARS**

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

Current funds raised for extracurricular shall remain unchanged.

Purchases shall require administrative approval.

*The Head Football coaching stipend is set at \$7500.00 only while the agreement between Bessemer, Wakefield-Marenisco and Ironwood remains active. If this agreement is canceled the amount will revert back to \$4741.00

**APPENDIX B
EXTRACURRICULARS
2018-2021
Athletic**

	2018-2021
FOOTBALL	
Head Coach	\$7500.00*
Assistant Coaches (3 ea)	3040.00
Junior High Coaches (2 ea)	728.00
 BASKETBALL (Boys & Girls)	
Varsity Coach	\$4504.00
Junior Varsity Coach	2921.00
Freshman Coach	1458.00
8 th Grade Coach (1 ea)	728.00
7 th Grade Coach (1 ea)	728.00
 TRACK	
Head Coach	\$2370.00
Assistant Coaches (2 ea)	1185.23
Junior High Coaches (2 ea)	728.00
 VOLLEYBALL	
Varsity Coach	\$4504.00
Junior Varsity Coach	2921.00
Freshman Coach or Second JV	1458.00

Fine Arts

Band (after hours)	\$1944
Choir (after hours)	1458
Summer Band Program (per week), plus an additional \$56.48 per event on the 4 th of July	365

Academics

Summer School	\$21.00/hr.
Driver Training Instructor (Average 380 hours)	\$16.45

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

Sr. High Quiz Bowl	\$600 plus \$112 per match after the initial match	
Jr. High Quiz Bowl		\$600

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

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	700
Biology Olympiad Advisor	700
CIMS Coordinator	750
Key Club	395
Sr. High Cheerleading Football	\$600.00
Sr. High Cheerleading Basketball	\$700.00
Jr. High Cheerleading Advisor	\$678

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, Golf, Jr. High Football Asst., Thespian Club Sponsor, Director Senior or Junior High Play, Director of Technology, High School Newspaper

**APPENDIX D
PROBATIONARY TEACHER CONTRACT**

THIS AGREEMENT Made this day, _____, between **BESSEMER AREA SCHOOL DISTRICT** hereinafter called the District, and _____ hereinafter called the Teacher. For the school year .

WITNESSETH:

1. **CERTIFICATION**-It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
2. **EMPLOYMENT AND DUTIES**-Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this Contract.
3. **TENURE ACT**- The Teacher agrees to obey the provisions of the School Code, including provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended).
4. **COMPENSATION**-The District agrees to pay a basic annual salary as a Teacher in installments in the amount and term of months designated below. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the Teacher.
5. **EXTRA DUTIES**-It is understood between the parties that a Contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.
6. **SICK LEAVE**-The Teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
7. **PROBATIONARY STATUS**-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). Continuing Tenure is not herein afforded to the Teacher at this time, but is specifically withheld pending satisfactory performance during the probationary period.
8. **The Provisions** of this Contract are subject to the terms and conditions to be determined in the master agreement, if developed, between the **BESSEMER EDUCATION ASSOCIATION** and the Board of Education.
9. **CONTRACT AND FINANCIAL INFORMATION:**
Length of Contract: One Year Base Annual Salary \$ _____
Starting Date: _____
Termination Date: _____

TOTAL SALARY \$ _____

Said sum (total salary) shall be paid in equal installments, the first payment to be made on _____, with subsequent payments to be made **EVERY TWO WEEKS**.

IT WITNESS WHEREOF the parties hereto have set hereunto their hands and seals this day and year above written.

TEACHER

BOARD OF EDUCATION

Signature _____

Print or type name _____

**APPENDIX E
TENURE TEACHER CONTRACT**

THIS AGREEMENT Made this day, _____, between **BESSEMER AREA SCHOOL DISTRICT** hereinafter called the District, and _____ hereinafter called the Teacher. For the school year _____.

WITNESSETH:

1. **CERTIFICATION**-It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.

2. **EMPLOYMENT AND DUTIES**-Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this Contract.

3. **TENURE ACT**- The Teacher agrees to obey the provisions of the School Code, including provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended).

4. **COMPENSATION**-The District agrees to pay a basic annual salary as a Teacher in installments in the amount and term of months designated below. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the Teacher.

5. **EXTRA DUTIES**-It is understood between the parties that a Contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.

6. **SICK LEAVE**-The Teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.

7. **TENURE STATUS**-The Teacher is herewith retained on a Tenure basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended) and shall not have tenure in any non-classroom capacity by virtue of this Contract of Employment.

8. **The Provisions** of this Contract are subject to the terms and conditions to be determined in the master agreement, if developed, between the **BESSEMER EDUCATION ASSOCIATION** and the Board of Education.

9. **CONTRACT AND FINANCIAL INFORMATION:**

Length of Contract: One Year	Base Annual Salary \$ _____
Starting Date: _____	
Termination Date: _____	

TOTAL SALARY \$ _____

Said sum (total salary) shall be paid in equal installments, the first payment to be made on with subsequent payments to be made **EVERY TWO WEEKS**.

IT WITNESS WHEREOF the parties hereto have set hereunto their hands and seals this day and year above written.

TEACHER

BOARD OF EDUCATION

Signature _____

Print or type name _____



Bessemer Area School District



Mr. David Wineburner, Superintendent
Mrs. Christine Bergquist
Business Manager/Transportation Supervisor

301 E. Sellar Street
Bessemer, MI 49911
(906) 667-0802
FAX: (906) 667-0318

Mr. Daniel Niemi, Principal
A.D. Johnston Jr./Sr. High School
100 W. Lead Street, Bessemer, MI
(906) 667-0413 FAX: (906) 667-0320

Letter of Agreement
Between
Bessemer Area School District
And the
Bessemer Education Association
May 1, 2019

This Letter of Agreement addresses **APPENDIX A**

The Bessemer Area School District and members of the Bessemer Education Association hereby agree to a one time performance compensation for employees based on attendance or participation in professional development from August 2018 – June 2019. Individuals in their first year of employment are not eligible for this compensation. The compensation matrix will be updated upon the ratification date of the Agreement.



Superintendent Bessemer Area Schools

8-26-19

Date



BEA President

8/27/19

Date



Bessemer Area School District



Mr. David Wineburner, Superintendent

Mrs. Christine Bergquist
Business Manager/Transportation Supervisor

301 E. Sellar Street
Bessemer, MI 49911
(906) 667-0802
FAX: (906) 667-0318


Mr. Daniel Niemi, Principal
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Letter of Agreement
Between
Bessemer Area School District
And the
Bessemer Education Association
May 1, 2019

This Letter of Agreement addresses **Teaching Hours**.

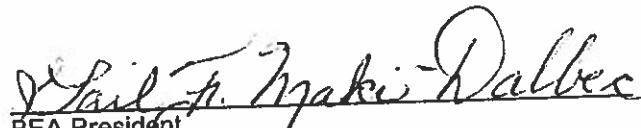
Article 7, Section G:

The Bessemer Area School District and members of the Bessemer Education Association hereby agree to add the developed daily times for Grades K-3 and Grades 4-6 once the Head Teacher, staff and administration establish schedules. The times that will be listed are Morning, Lunch, Recess and Afternoon.



Superintendent Bessemer Area Schools

8-26-19
Date



BEA President

8/27/19
Date

