

**Master Contract between Beecher Board of
Education and Beecher Education
Association, MEA / NEA**

2020 - 2021

ARTICLE I - RECOGNITION	4
ARTICLE II – NEGOTIATION PROCEDURES	5
ARTICLE III – TEACHERS’ RIGHTS	6
ARTICLE IV – BOARD’S RIGHTS.....	8
ARTICLE V – TEACHING CONDITIONS.....	9
ARTICLE VI – VACANCIES, PROMOTIONS, ASSIGNMENTS AND TRANSFERS	16
ARTICLE VII – PROTECTION OF TEACHERS	17
ARTICLE VIII – STUDENT DISCIPLINE.....	20
ARTICLE IX – GRIEVANCE PROCEDURE	22
ARTICLE X – PROFESSIONAL DEVELOPMENT PROGRAM	25
ARTICLE XI – NECESSARY REDUCTION OF PERSONNEL	27
ARTICLE XII – STUDENT TEACHERS.....	28
ARTICLE XIII – HUMAN RELATIONS	29
ARTICLE XIV – CURRICULUM AND INSTRUCTION	30
ARTICLE XV – PROFESSIONAL COMPENSATION	31
ARTICLE XVI – INSURANCE PROTECTION	33
ARTICLE XVII – LONGEVITY PAY	36
ARTICLE XVIII – ACCRUED LEAVE.....	37
ARTICLE XIX – PAID TIME OFF POLICY.....	38
ARTICLE XX – LEAVES OF ABSENCE	40
SCHEDULE A – SALARY SCHEDULE	40
SCHEDULE C – ATHLETICS.....	44
SCHEDULE D – EXTRA-CURRICULAR DUTIES.....	45
SCHEDULE E – MUSIC DEPARTMENT	46
SCHEDULE F - TRANSPORTATION.....	47
SCHEDULE G– EXTENDED DAY, SUMMER SCHOOL PAY.....	48
APPENDIX A – SALARY SCHEDULE TERMINOLOGY	49
APPENDIX B - DEFINITIONS	50
APPENDIX C – SCHOOL CALENDAR	51
ARTICLE XXI – DURATION OF THIS AGREEMENT	53

[This page intentionally left blank]

ARTICLE I - RECOGNITION

- A. The Beecher Board of Education, hereinafter called "The Board", hereby recognizes teaching as a profession and the Beecher Education Association, herein after called "The Association", as the exclusive bargaining representative, as defined in Section II, of Act 379, Public Acts of 1965 for all certified and professional personnel whether under contract, on leave, on permanent, part-time or class rate basis, employed or to be employed by the Board. This specifically would include all classroom teachers, guidance counselors, media specialists, special education teachers, speech education teachers, speech pathologists, department coordinators, mentor teachers, resource teachers, consultants, nurses, social workers, home counselors, dropout prevention coordinators, bilingual teachers, community service workers, Student Intervention/Parent Liaison Workers, and persons teaching under state board permit, but excluding all other positions.
- B. Only certified personnel, as defined by the State of Michigan, shall be used in the classroom to instruct students. Any non-certified personnel used in the classroom will be under the supervision of certified personnel. Any exception to this paragraph may be granted only by mutual agreement of the Board and the Association.
- C. The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to all matters of common concern and according to the procedure set forth in Public Act 379. The two groups shall view the consideration of matters of mutual concern as a joint responsibility.
- D. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining unit as defined in the aforementioned Paragraph A.
- E. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- F. The Board and its representatives agree not to negotiate with any teachers' organization other than the Association, or with groups of teachers or individual teachers.

ARTICLE II – NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement – upon request by either party to the other. The parties undertake to cooperate in arranging meetings, furnishing necessary information and constructively considering and resolving matters.
- B. Meetings
1. The parties shall meet monthly to consider and resolve matters of mutual concern (i.e., issues raised by either party). Within the first three weeks after the opening of school, a yearly calendar shall be established. The agenda will be set one week in advance by the President of the Association and the Superintendent (or designee).
 2. Additional meetings may be called by the written request of any one of the parties involved, namely: the Association or the Board. Requests for meetings should contain specific statements as to the reason for the request.
 3. Within five (5) calendar days of the receipt of such request, written agreement shall be reached as to the time and place for the meeting. The meeting shall be held within fifteen (15) calendar days of the receipt of the request unless there is agreement by both parties to an extension of time.
- C. Negotiating Representatives: Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiating, subject only to ultimate ratification. There shall be seven (7) signed copies of the final agreement for the purpose of record, three (3) retained by the Board and four (4) by the Association.
- D. When ratified by both the Association and the Board, this Agreement becomes a legal part of the Contract and becomes a part of the official minutes of the Board. When appropriate, provisions in this Agreement shall be reflected in the individual teacher's annual salary statement.

ARTICLE III – TEACHERS’ RIGHTS

- A. Teachers may, during the tenure of this agreement, sign and deliver to the Board an assignment authorizing payroll deductions for: Flint Area School Employees Credit Union or other Board approved financial vendor payments, tax sheltered annuity installments under any of the annuity programs agreed to by the Board and BEA, premiums for school approved insurance programs, United States bond payments sufficient to purchase the smallest denomination bond, and Flint City Income Tax. The Board will develop an approved vendor list for other requested deductions.
1. Additional Federal and/or State Income Tax shall be deducted at the teacher’s request in writing.
 2. Such written authorization or cancellation may be submitted to the Business Office at any time.
- B. All employees will be paid by direct deposit to the institution of their choice.
- C. Nothing herein contained shall be construed to deny or restrict any teacher’s rights he or she may have under the Michigan Revised School Code or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. The Association can use school-building facilities for meetings, as long as it does not interrupt school operations. Requests for meetings shall be made through the person responsible for scheduling building activities after school hours or the building principal. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off the school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members for Association purposes. The use of the District’s e-mail network is subject to the district’s Acceptable Use Policy.
1. The Board shall provide time during working hours without loss of time or pay for the President of the Association to confer with the Board or its representatives or to promote the general welfare of the Beecher School District.
 2. The Association President shall have the next to the last class period as contractual prep time, during which that person may work on classroom preparation or Association business. The last class period will be release time.
 3. The BEA PN Team shall be released at the end of the student day to confer with the Board and/or its representatives providing such meeting has been scheduled and approved in advance by the Superintendent and President of the BEA.

4. The Board shall provide the BEA an office location comparable in size and quality to the present location. It shall be utility and rent-free with maintenance service for the contract years. The Board will make available copying and other technical services.
 5. The Association will be provided a total of eight (8) days for any school year for its members to attend scheduled Association conferences or conventions at full salary, providing that no more than two (2) teachers will be excused on any given day to attend these meetings. The Association will reimburse the Board at substitute rate for days used.
 6. Time shall be set aside one Thursday per month for Association meetings. Teachers shall be permitted to leave after children are dismissed, provided they have notified their building principal. Building facilities may be used for such meetings provided they are scheduled in advance and any conflicts in scheduling are resolved.
 7. The Board shall make available to the Association, upon request, all information concerning the financial resources of the District, including, but not limited to, annual financial report and audit, register of certified personnel, adopted budget, agenda and minutes of all Board meetings, treasurer's report, membership status, payroll and other public information that will assist them.
- E. The Beecher Education Association shall be informed of the formation of any district-wide committees within the Beecher Community Schools. The Association shall be allowed the opportunity to name one of its members to each committee to assist in providing input and to allow the Association to monitor these activities, which might affect its members. Minutes of all committee meetings shall be sent to the BEA office at the time they are distributed to members of the committee.

ARTICLE IV – BOARD’S RIGHTS

- A. The Association recognizes that the Board of Education is charged by law with certain responsibilities, which it must assume and discharge, and which may not be delegated.

Nothing herein stated, or inferred shall abrogate or usurp the responsibilities of the Board as the final determinant of policy, not inconsistent with the terms of this Agreement.

- B. This Agreement shall supersede any rules, regulations, policies or practices heretofore regarding relationships between the Association and the Board.
- C. If any provisions of this Agreement or any application of the Contract to any employee, groups of employees, or the Board shall be found contrary to law, then such provisions or applications 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.

ARTICLE V - TEACHING CONDITIONS

A. Pupil-Teacher Ratio:

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education, which is the goal of both the Association and the Board. The parties acknowledge that the primary duty and responsibility of the teacher is to teach and the organization of the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

1. Special Education classes shall not exceed State guidelines.
2. Primary level class size shall not exceed thirty-three (33).
3. Middle level class size shall not exceed thirty-three (33).
4. Secondary level class size shall not exceed thirty-three (33).
5. The size of 7-12 instrumental music groups shall not exceed one hundred (100).
6. The size of 9-12 choral groups shall not exceed one hundred (100).
7. The size of 7-8 performing vocal classes shall not exceed sixty (60).
8. Physical Education classes shall not exceed thirty three (33). If the principal deems necessary, this limit may be exceeded by 10%.
9. Prior to official count day, there will be a grace period in all class size areas of fifteen (15) work days.
10. At no time after the grace period shall such class size exceed the class size limit without additional remuneration to the teacher.
11. Additional remuneration for class sizes shall be as follows:
 - a. This additional remuneration for grades 7-12 shall equal \$100 per student that has been present in the last ten (10) day period over thirty-three (33) on the class roster per class period. This sum shall be paid once per semester.
 - b. This additional remuneration for grades K-6 shall equal \$100 per student that has been present in the last ten (10) day period over thirty-three (33) on the class roster multiplied by the amount of hours in a school day that the teacher is overloaded.

This total sum shall be paid once per semester. Preparation time and lunch shall not factor into this calculation.

12. Except in the circumstances of Article V.A.5-8 above, under no circumstance will a class size go over forty (40), regardless of remuneration.
 13. Teachers must notify an administrator on the provided form of any overage. Additional compensation starts twenty-four (24) hours after such notification.
 14. A 7-12th Grade teacher with more than three (3) classes to prepare for shall be compensated for each class above three. This amount shall be \$250 per class above three per semester only if the majority of classes are Foreign Language or Mathematics. This amount shall be \$500 per class above three per semester for all other subjects and departments.
 15. When two or more grade levels at the primary level or two or more subjects at the middle or secondary level are combined within the same classroom or class period, the maximum class size will be reduced two students for each grade or level added below the maximum class size for the subject level or the grade having the lowest class size which is included in the combination. This does not apply to multi-age or gifted programs at the elementary level. At the elementary level, attempts will be made to equalize the number of students per grade level in a split classroom. Notification will be sent to the Association President whenever a deviation or waiver is requested or utilized.
 16. Maximums in special education caseloads and classrooms shall be established in applicable rules/laws. Where a teacher is assigned to more than one special education area, the student maximums will be a pro-ration of the maximums established in applicable rules/laws. Notification will be sent to the Association President whenever a deviation or waiver is requested or utilized. The District will have five (5) days following notification to rectify any deviations.
- B. The Board shall furnish, without charge, protective garments, safety glasses, or other safety equipment (as required by law) for teachers of art, life management, industrial education, AND laboratory science. These garments shall be of quality in keeping with the professional standards of teachers.
 - C. The Board will provide necessary safety equipment as required by law, teaching equipment as funds become available through the regular requisition process.
 - D. Under no condition shall a teacher be required to provide transportation for students or other employees. Teachers shall not be assigned playground duty other than regular recess or physical education activities.
 - E. Teachers shall not be required to work under unsafe or hazardous conditions or to perform those tasks, which would endanger their health, safety, or well-being.

- F. The Board shall make available at each school site, lunchroom, and restroom and lavatory facilities exclusively for staff use and at least one room reserved as a staff lounge. Building principals will not assign this room for meetings. This room will be ventilated.
- G. Where basement classrooms exist, working phones shall be placed in such basements for use in times of emergency, as well as in other places used a great deal that are away from the main office.
- H. Adequate and safe parking facilities shall be made available for teachers for their use. Said lots will be posted and parents and students shall be discouraged from using same during regular school hours.
- I. If a teacher is employed full-time by the Board, his/her children will be permitted to attend the Beecher Schools as well as any supplemental programs such as intersession or summer school, if the child is enrolled with the District.
- J. All teachers shall be responsible for regularly posting assignments and grades and for keeping daily electronic attendance reports. Teachers will also keep an electronic record of grades and assessments on an ongoing basis.
- K. The school year shall be divided into two (2) semesters. This school year shall be further subdivided into quarters (4 units). Report cards (students' academic statement of achievement) shall be distributed at the end of each quarter (four times a year).
 - 1. K-12 Teachers shall fill out a progress report to be transmitted to the parents of all students on a quarterly basis.
 - 2. The progress report will be made available to the office at least four (4) weeks prior to the end of each quarter.
 - 3. As a part of their professional responsibilities and on a voluntary basis, teachers are encouraged to attend school activities.
- L. As a part of their professional responsibility, teachers, on a voluntary basis, will participate in study groups with the parents to research pertinent educational problems.
 - 1. To assist in the school/community relationship, it is appropriate and necessary for staff members to participate in school activities each year. Building principals shall publish an initial list of activities prior to the official count date. Teachers are expected to attend a minimum of two (2) listed activities. If the event is hosted by the Beecher Community Schools, any fees for the teacher and one guest shall be waived.
 - 2. Teachers shall participate in parent conferences which are not to exceed one each semester. Release time shall be provided and designated in the school calendar.

3. The District will have the option for one additional day per building per semester that may be planned for sharing student data with parents. Any time teachers must work past their contracted time must be compensated through comp time at another date, as agreed upon by the BEA and the District. The dates and times of these parent meetings will be announced to staff members no less than 30 calendar days in advance.

M. Teachers' lunch periods shall be as follows:

1. Teachers shall have a duty-free uninterrupted lunch period, of no less than thirty (30) minutes.

O. Schedule of Teachers' Day

1. Grades K – Sixth

- a. Teacher Day: Length of day will be dictated by state requirements. It will also include 10 minutes before students enter and 10 minutes after students leave and lunch as stated above.
- b. Prep time for grades 7-12 shall be the length of one class period. Prep time for grades K-6 shall be at least equivalent to that for grades 7-12.

2. Grades Seventh – Twelfth

- a. Teacher Day: Length of day will be dictated by state requirements. It will also include 10 minutes before students enter and remaining 10 minutes after students leave and lunch as stated above.
3. Establishment of the daily student schedule, within the above parameters shall be mutually agreed upon within each building by the building administrator and the BEA President. Said schedule shall be transmitted to and subject to agreement by the parties in negotiations. Said schedule should be agreed upon prior to the end of each school year for the following school year. Should the building be unable to reach agreement, the previous year's schedule shall remain in effect.
4. Flexible schedules for staff members (including but not limited to earlier starting and ending times or later starting and ending times) are optional. In no event shall the staff member's day exceed 6 hours and 40 minutes, nor shall any such schedule require a split day except by mutual consent. Opportunity for staff input shall be required in the creation and content of such schedule(s), and the staff member currently in position shall be offered first option to maintain that position. If the staff member refuses such position and schedule, the job shall be posted per Article VI. Such changes in schedule shall require the approval of both negotiating teams.

- P. Teachers are expected to participate in parent/teacher meetings or staff meetings outside the normal school day. Staff meetings for any purpose shall not exceed one hour per week

that is outside of the member's scheduled work time. Parent meetings shall be by appointment, and staff meetings shall require at least 72-hour notice prior to each meeting (except in an emergency). Such meetings shall be no more than once per week shall have a substantive purpose. Such meetings shall not be used for outside vendor sales for non-educational purposes.

Q. Teaching loads and assignments:

1. The weekly teaching load in 7-12 will be thirty (30) class periods, of which five (5) shall be assigned preparation periods.
2. The weekly teaching load in K-6 will include five (5) preparation time per week during regular class time, to provide students with music, art, physical education, or other experiences by a qualified teacher. No more than one preparation period will be scheduled per day.
3. Assigned preparation periods shall be used for class-related activities. Meetings, including but not limited to departmental shall be held after school as in P above. At no time is an Association member required to attend training or Professional Development on their preparation period.
4. IEP-related Meetings may be held during teacher preparation time no more than 8 (eight) times per quarter.

R. The Board agrees to provide working copy machines in all buildings that are workplaces for teachers.

S. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented circumstance beyond the control of the administration.

1. When the schools are closed to students due to the above conditions, teachers shall not be required to report to duty. School closings will be given over Flint metropolitan radio and television stations. When students are sent home due to facilities or maintenance issues, for inclement weather, or for any reason resulting in the dismissal or canceling of school, teachers will be allowed to check out through their building administrator no later than thirty (30) minutes after all the students on their class roster have left, or with the administrator's permission, whichever comes first. Should said malfunction continue, on consecutive days; teachers may be required to report to work.
2. Closings announcements will be made and notifications given prior to 6:30 a.m. whenever possible.
3. The parties recognize the need to meet the state aid guidelines regarding minimum hours of instruction during the school year. In the event that the appropriate number of

hours is jeopardized by conditions, as mentioned, the parties will decide through mutual agreement how to make up time required, to attain full state aid.

4. In the event of a prolonged government-ordered shutdown, teachers will be expected to work as outlined by a remote-learning plan.
 - a. Any such plan will include BEA representation as part of its design.
 - b. Teachers will be expected to work as outlined in the plan. If they are unable to fulfill their duties as assigned, teachers will be expected to follow the normal guidelines for absence as outlined in Articles XVIII thru XX.

- T. The Board agrees at all times to maintain a list of substitute teachers utilizing AESOP. Teachers shall be informed of an online notification portal, which shall be notified of absences prior to 90 minutes before classes would begin for that member on the day of absence, to report unavailability for work (e.g. if classes start at 7:45 a.m., the member must notify of the absence by 6:15 a.m.). In the event the emergency should occur after the 90-minute window, the teacher should also contact his/her principal. The report shall consist of name, position, and building, type of absence, day and date of absence.
 1. Teachers will be responsible for daily lesson plans to be made one day in advance and kept in the room.
 - a. Teachers will write unit and daily lesson plans. A copy of each week's lesson plans will be provided to the principal not later than the beginning of school each week. Lesson plans will be returned to the teacher within the week with comments if the submitted plans do not meet district standards.
 - b. Lesson plans may be submitted electronically.
 - c. In the event a teacher is absent, adjustments in plans may be made through communication with the school.
 - d. It will be optional for the teacher to have a special lesson plan ready for the substitute but this does not excuse the teacher from the obligation of making a daily lesson plan for the school day following each day of teacher attendance.

- U. Access to the building in which the teacher is employed will be provided for professional purposes at the discretion of the building principal.

- V. Requisition sheets for supplies shall be made available from the principal. All requests for supplies for the current school year are to be placed with the principal.

- W. Experimentation and innovative programs are encouraged. Required contractual changes will be dealt with in an expeditious manner by the parties upon request.

- X. The Beecher Board of Education and the Beecher Education Association recognize the importance of mutual respect in establishing and maintaining an appropriate educational environment. We believe that such respect must extend between/among students, teachers, administrators, other school employees, school board members and members of the community.

Therefore, it is agreed that the Board and the Association shall establish, as a mutual goal, the development, nurturing, and maintenance of a school environment where the education community shall endeavor to both teach and practice tolerance, consistency, responsibility and respect for self and others. Only in such an environment can true learning and teaching take place.

- Y. Half days are full work days for teachers, unless early dismissal has been approved by the District.
 - 1. In each semester, the last two student days will be half days for those students. After student dismissal, the remainder of the work day will serve as Record time for teachers and staff.
 - 2. All other half day work will be under the purview of the School Improvement Team(s), as outlined in Article X.

- Z. Teachers will dress in a professional manner, excluding days specifically designed for special events, activities, and/or functions that would suggest otherwise.

AA. In the event of a staff member's death, the school at which the decedent was assigned will be cancelled on the day of said staff member's funeral. Teachers within that building will not forfeit personal days, sick days, or any portion of their salary as a result. Teachers at other buildings may use sick time or personal time to attend the funeral. Any time missed due to closure will be made up. A plan for makeup time will be jointly created by the staff and administration.

BB. This agreement assumes that the majority of teacher work will be done through in-person interactions with students and other staff members. If such conditions were to change so that the majority of work is scheduled to be accomplished in any other manner, Teaching Conditions, as outlined in Article V are subject to be reopened to negotiation at the suggestion of the BEA.

CC. At any point that the District implements curricula and/or third-party services for the purposes of delivering remote instruction to Beecher students, Beecher teachers will be implemented as instructors of record with all tenets of this agreement applied. This shall not apply in the case of Gennet courses offered by the GISD.

ARTICLE VI – VACANCIES, PROMOTIONS, ASSIGNMENTS AND TRANSFERS

- A. All changes in personnel such as promotions, transfers, resignations, leaves of absence, and new teachers hired, including a statement of their salary and their addresses, shall be made available to the Association in writing within five (5) school days. This notice shall be provided both via paper and via e-mail.

- B. Whenever a vacancy or newly created position in the bargaining unit occurs, the Board shall publicize the same by giving a written notice of such vacancy or new position to the Association president and the position shall be posted on-line and e-mailed to all current Association members.
 - 1. This written notice will specify the position, building, and grade level(s) in which the vacancy occurs. The teacher shall be given further information concerning these vacancies by contacting the Administration.

 - 2. A preliminary list of vacancies will be posted By June 30th each year. All postings filled by current staff will be filled not later than July 31st.

- C. Any person who is absent for the last thirty (30) calendar days of the school year shall present a doctor's statement indicating expected availability for work in August, before being assigned to a position.

- D. The interests and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils.
 - 1. Teachers may volunteer for such transfers in writing when positions are posted.

 - 2. It is recognized that administration has final right of assignment.

ARTICLE VII – PROTECTION OF TEACHERS

- A. Electronic monitoring of the classroom shall be permitted for safety reasons only and will only be done with the knowledge of the classroom teacher.
- B. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may be requested to accompany the teacher in such a review. Therefore, it shall be necessary for these personnel files to be kept up to date by adding any new material as it is available. The teacher shall also have the right to add pertinent documents to this file. This review shall occur in the presence of a designated administrative representative.
- C. All complaints against a teacher shall be presented personally to the teacher by the proper representative of the Board within seven (7) school days from the time the administration knew or should have known the complaint existed, providing the teacher and/or administrator are in attendance during this time. No action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned, and the complaint or allegation has been fully investigated according to the provisions of just cause. Executive enforcement of policies, decrees, and/or rulings shall be performed by Beecher Board-hired administrative employees.
- D. Since administrative support and backing is essential to the maintenance of the staff member's authority and effectiveness in his/her classroom or other place of assignment, the Board recognizes its responsibility to give all reasonable support and assistance to staff members.
- E. Staff who are acting within the scope of their employment responsibilities with respect to maintaining control and discipline of students shall be given support and assistance by the District. Continued effort will be made to assure staff that they can provide student instruction and other ancillary services with a minimum of disruption and abuse in an appropriate learning environment.
- F. Whenever a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, or other professional persons, the Board will take steps to relieve the teachers of responsibilities with respect to such pupil during those specific times when such services are being provided. It shall be the responsibility of the teacher to report (written or verbal) to the principal, the name of any student who, in the professional judgment of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal or his/her designee of the disposition of the teacher's report that said student needs such assistance.
- G. Classroom teachers shall not be required to administer any drugs or medication to a student.

- H. Classroom teachers shall not be required to perform health services of a medical or personal hygiene nature such as catheterization, suctioning, changing diapers, etc.
- I. The Board will provide each teacher with directions to follow in case of assault/battery.
 - 1. Any case of assault/battery shall be promptly reported to the Board or its designee.
 - 2. The teacher or representative of the Board will contact the appropriate authorities immediately to report the assault/battery.
 - 3. The administrator may excuse the teacher for the balance of the school day without use of leave days.
- J. In the event a staff member is sued by a student or parent for any incident occurring within the scope of the staff member's express or implied employment responsibilities/duties, the Board will consult with its insurance company and advise the employee as to whether or not they are covered by the District's insurance policy. If the employee is covered by the district's insurance policy, the Board will provide legal counsel and render all requested assistance to the teacher in his/her defense.
- K. Any teacher covered by the Tenure Act shall not be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage for any reason that is arbitrary and capricious. Teachers not covered by the Tenure Act shall not be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association.
- L. As it relates to the discipline of teachers, staff will be subject to the current revision of the Beecher Board Staff Discipline Policy 3139.
- M. The District shall provide, at no cost to the bargaining unit member, all relevant training needed to meet all federal and state mandated Seclusion and Restraint provisions. All said training shall be scheduled during the employee's regular work day. Upon completion of said training, proof of such shall be placed in the bargaining unit member's personnel file.
- N. All probationary teachers shall be provided with a mentor and an Individual Development Plan for each year, as outlined by Beecher Board Policy 3139.
- O. Teachers who are placed on an IDP, as outlined in Beecher Board Policy 3221, will have the plan jointly written by the teacher and administrator and will focus on areas that need improvement, as supported by data related to that teacher.
- P. A teacher shall at all times be entitled to have present an Association Representative or other representative, as outlined in Weingarten rights.

Q. In the event that the District implements online or remote learning curricula from an outside agency, Beecher teachers will be responsible for facilitating student learning and all tenets of this agreement shall apply.

ARTICLE VIII – STUDENT DISCIPLINE

- A. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. It is the responsibility of each teacher to help maintain good discipline in the Beecher Schools. A teacher may, under the student seclusion and restraint guidelines presented in Board Policy 5630.01, take steps necessary to maintain a safe learning environment.
- B. A teacher may send a pupil to the appropriate office when the misbehavior is excessively disruptive of the educational process and makes the continued presence of the student in the classroom intolerable.
 - 1. In such cases the teacher must send the pupil to the appropriate administrator and furnish the administrator a detailed written report of the particulars of the incident on the same day.
 - 2. Within twenty-four hours the teacher shall be notified by the administrator or his/her representative of what action has been taken to prevent a reoccurrence of the situation which led to the removal of the student. If no action has been taken by the administrator or his/her representative, the teacher shall be informed of the reason thereof.
 - 3. The pupil shall not be returned to the class until the administrator has consulted with the teacher.
- C. Teachers, counselors, and building principals will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted.
- D. When a student is suspended from school for more than three (3) consecutive days, s/he will not be readmitted until his/her parents or legal guardian appear in person for a conference, or have been contacted by telephone, as provided by Board policy.
- E. Any transfer of students for disciplinary reasons shall be done after consultation with the teacher to whom the student may be transferred, the teacher from whom the student may be transferred and the administration.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, providing said teacher has not been negligent.
- G. Any teacher may discipline or give additional scholastic help to any student by keeping him/her after school for up to thirty (30) minutes after the school day has ended. Teachers will notify the parent/guardian. Should the parent/guardian not be available, the teacher will send a note home with the student and the student will stay the following day. Notice

of this procedure will be sent to the parent(s) or guardian at the beginning of the school year by the administrator.

During the life of this agreement, the Board shall provide at least one project annually in each building for alternative methods to deal with academic and/or behavioral difficulties.

- H. The Board will cooperate to the fullest extent provided under the law to protect the staff and students from those persons who are suspended, expelled or for any reason, do not belong on school property.

ARTICLE IX - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon wages, hours and other terms and conditions of employment that may be processed to the Board level. However, arbitration shall be limited to alleged violations of contract language including reasonably necessary inference thereof.
2. The "grievant" may be the Association, any teacher or group of teachers making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this Agreement.
4. The term "days" shall mean working days.
5. The Association Representative is any official of the Association or assigned representative of the MEA.

B. Purpose

The primary purpose of this procedure is to secure in the shortest length of time possible, equitable solutions to the problem of the parties. Both parties agree that these proceedings shall be kept as confidential as the investigation allows at each level of the procedure.

C. Structure

1. The Building Principal shall be the administrative representative when the particular grievance arises in that building.
2. If a grievance affects more than one building, the grievance will be filed by the Association with the superintendent or designee. Such grievances will be considered to begin at Level 2.
3. Any grievances must be initiated no later than thirty (30) days from the date the grievant knew or should have reasonably known of the existence of the grievance. If a grievance is not filed within the 30 day timeline, then the grievance is waived and cannot be pursued by the Grievant.

D. Procedure

The number of days indicated at each level shall be considered as maximum; however, every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 1, the time limits should be

reduced in order to affect a solution prior to the end of the school year or the Association may resubmit the claim at the beginning of the next school year.

E. Level One

1. The teacher with a grievance shall discuss it with his/her supervisor or principal, individually, together with his/her Association Representative or through his/her Association Representative.
2. If the teacher and the principal cannot resolve the problem, the grievance may be written and filed with the superintendent within ten (10) days of the above meeting.

F. Level Two

Within (10) days from receipt of the written grievance, the superintendent/designee shall meet with the Association and render a written decision within five days of that meeting.

G. Level Three

If the aggrieved person/Association is not satisfied with the disposition of this grievance at Level Two or if no decision has been rendered, s/he may refer the grievance, through the Association-to the Board of Education committee within seven (7) days. The Board of Education Committee shall be composed of no less than two (2) members of the Beecher Board of Education. Within fifteen (15) days from receipt of the written grievance by the Board, its Committee shall meet with the Association .The Board committee shall report their recommendation to the full Board at the next regular meeting, and the Board shall render a written decision within five days of that meeting.

H. Level Four

If the grievance is not satisfactorily resolved at Level Three or if no decision is rendered, the Association may submit this grievance to Arbitration within ten (10) days.

1. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, s/he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.
2. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. All arbitration hearings shall be held at District facilities. The Arbitrator shall not review matters involving any prohibited subject of bargaining under the Michigan Public Employment Relations Act, MCL 423.215.
3. Both parties agree to be bound by the award of the Arbitrator and agree that the arbitrator's judgment be entered in any court of competent jurisdiction.

4. The cost of the Arbitrator for any case requiring settlement by arbitration shall be shared equally (50%) between the Beecher Board of Education and the Beecher Education Association. Each party will bear the cost of its own expenses, including witnesses.

I. Right of Representation

Nothing contained herein shall be construed to prevent any individual teacher or group of teachers from presenting a grievance to representatives of the Board, and having the grievance adjusted without intervention of the Association, provided that the Association has been given the opportunity to be present at such adjustment and that the adjustment is consistent with the terms and conditions of the contract.

No teacher may be represented by an officer, agent or other representative of any competitive teacher organization other than the Association or other source outside of the Association, and provided, further, when a teacher is not represented by the Association, the Association shall have the right to be present and will be given an opportunity to state its views prior to any final action.

J. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.
2. The grievance discussed and the decision rendered at Level One, Section A, shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall be promptly transmitted to the grievant, the Association and the representative of the Board.
3. No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reasons of such participation.
4. Forms for filing and processing grievances shall be agreed to by both parties and included as an appendix to this agreement.

Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance. Personnel records will be available as specified in Article VIII, Section B.

ARTICLE X – PROFESSIONAL DEVELOPMENT PROGRAM

- A. Absence with full pay shall be granted and shall not be chargeable against any other benefit herein provided for the following Superintendent approved activities:
 - 1. Visitation at other schools.
 - 2. Attending educational conferences and conventions.
- B. Activities for professional development days shall be planned by a member of each building's SIT team in collaboration with representatives from the administration.
- C. Teachers shall be paid \$40 per hour for all grant-funded professional development activities.
- D. Based on available Grant funding, a calendar of a minimum of five (5) full-day (or equivalent) District-sponsored professional development opportunities will be published at the beginning of the school year. Activities and compensation for these opportunities will be handled as described in this Article. These opportunities will be above and beyond the mandated dates described in Schedule A.5 and attendance at them is at the discretion of the member.
- E. The District will provide five days of State-mandated Professional Development for teachers in each academic year.
 - 1. These days are included in the 185 teacher work days each year.
 - 2. These days shall be planned as outlined in Article X.B.
 - 3. In the event of a school closure that prevents teacher's attendance at one or more of these scheduled days, to remain within State guidelines for compliance, teachers, as part of their adjusted work schedule, will be expected to take part in virtual or remote professional development opportunities that are presented and/or authorized by the District. The District will attempt to make participation in this PD time flexible in all cases except where live participation is required.
- F. New Teacher Induction (NTI) professional development will be offered by the District each year for all non-tenured staff. This will be in addition to all other District-sponsored PD and topics for it will be targeted at newly hired staff.
 - 1. The first of these NTI PD opportunities will occur either prior to the beginning of the school year or within the first 30 school days.
 - 2. This NTI PD will be of an ongoing nature, with NTI PD opportunities offered as often as the District determines they are necessary, but no more than 60 school days from the previous NTI PD in the same school calendar year.

3. All attempts will be made to host these NTI PD opportunities in a face-to-face manner, but when that is not possible, the District may elect to host these meetings through a virtual platform.
 4. All other applicable guidelines to PD, as outlined by this agreement, shall apply to the New Teacher Induction PD.
- G. If teachers new to the Beecher School District are required to report for conference days prior to the start of the negotiated annual calendar, the second half of the first day shall be used by the Association President for Association business. The dates for these conference days shall be mutually agreed upon by the District and the Association.

ARTICLE XI - NECESSARY REDUCTION OF PERSONNEL

- A. It is within the sole discretion of the Board of Education to reduce the educational program, curriculum, and staff.
- B. Teachers being recalled will be given written notice of recall by certified or registered letter. Teachers, who fail to report within fourteen (14) calendar days of receipt of the recall notice, will be considered a voluntary resignation and shall surrender further employment rights.

In the event a teacher fails to accept the certified or registered notification of a recall within fourteen (14) calendar days, the teacher shall be considered a voluntary resignation and shall surrender further employment rights, unless said teacher has already accepted employment in another Michigan public school district, and notifies the district of his/her intent to return at the end of his/her current employment year.

Bargaining unit members shall have the sole responsibility to keep their state certification, qualifications information, address, and phone number on file with the district personnel office up to date. Recall assignments shall be made based upon the most recent information on file from the employee.

- C. The recall list shall be maintained by the Board for a period not to exceed three (3) years providing s/he has not been offered a return to employment in that time period. Thereafter, a teacher on layoff shall lose his/her rights to recall after three (3) years unless s/he has refused an offer of employment not covered in which case termination of recall rights shall be immediate. Nothing contained herein shall prevent the Beecher district from re-employing after the three (3) year period a teacher previously employed with Beecher Community Schools.
- D. It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individual teachers to be laid off.

ARTICLE XII – STUDENT TEACHERS

- A. Teachers will be assigned student teachers on a voluntary basis only, with concurrence of the building administrator.
- B. Any amount of money paid by a University or teacher preparation program to the Board as a stipend for student teacher supervision shall be directly paid to the supervising teacher.

ARTICLE XIII – HUMAN RELATIONS

- A. Upon request the Board will meet with the Association to discuss human relations problems in the district and the Board will consider any recommendations of the Association prior to adopting a formal Board policy in this regard.

- B. The parties to the agreement are committed to the human rights and dignities of all persons. Said parties are mutually committed to a policy of non-discrimination against any teacher on the basis of race, religion, color, gender, marital status, national origin, age, handicap or sexual preference in hiring, placement, assignment or personnel and membership.

ARTICLE XIV - CURRICULUM AND INSTRUCTION

- A. The Board and BEA agree that it is the shared responsibility of teachers, administrators and the school community to promote educational excellence. Voluntary working committees may be formed to study issues, programs, materials, curriculum, etc. and to make recommendations to the Board.

ARTICLE XV - PROFESSIONAL COMPENSATION

- A. The salaries of employees represented by this Association covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
1. For the 2020-21 school year, teacher's salaries will be frozen at the step in place during the 2020-21 school year. Lanes will be frozen at the step reported prior to September 30, 2020. Any advancement sought for this lane placement must be requested with supporting documentation on or before this date.
 2. At any point during this contract, both parties agree that the Association has the right to re-open this contract to re-negotiate wages and benefits if the district's financial situation has improved.
- B. All members of the BEA will be paid in accordance with the 26 week payroll schedule every school year. Bi-weekly deposits will be made to the BEA member's designated account throughout the calendar year according to the 26-week payroll schedule. In school years where there are 27 bi-weekly pay periods possible, teachers will have their salary paid over 27 pay periods instead of 26. Teachers will be notified of this in writing prior to the first day of school for the applicable year.
- C. The salary schedule is based upon a teaching load as defined in Article V and workdays as defined in Appendix C and D. Except as provided by other provisions within this agreement, each teacher shall be entitled to appropriate additional professional compensation.
1. The professional rate of any teacher shall be determined as follows:
 - a. Base salary divided by work days.
 - b. Per diem rate divided by $6 \frac{2}{3}$ equals the hourly rate.
 2. If a teacher should substitute for a shorter period of time, or is assigned an additional study hall period during his/her prep time, s/he shall be paid at 95% of the BA base hourly rate.
- D. Teachers who apply for and are assigned to detention duty after school shall be paid at 95% of the BA base hourly rate.
- E. Credit for teaching experience outside the school system shall be evaluated by the Board and credit may be given for each verified teaching year or fraction thereof up to a maximum of seven (7) years.
- F. All teachers rated as effective or highly effective on their year-end performance evaluation will receive performance based compensation annually. The Board will determine the amount of the annual performance based compensation. Upon notification from the district

of compensation due, the performance compensation will be paid out on the last pay in June. The first evaluation to be used for this purpose shall be the evaluation conducted during the 2018-19 school year. This provision will be removed if the law is found unenforceable by the courts or changed by the legislature.

- G. Pro-rata Multiplier: This contract assumes 185 days of teacher work will be in-person in the District. Days that are changed to remote learning days will not count toward the attendance incentive, as outlined in Article XIX. For example, if 30 of the 185 days are scheduled to be remote, the attendance incentive will have a multiplier of $(185 - 30 = 155; 155/185 = .84)$ 84%
- H. Teachers will be paid a \$250 stipend in their last pay of June 2021 if the 2021 February official student count for the District is equal to or greater than the same count from the prior year. Teachers and the BEA will be made aware of these counts when they are officially reported.
- I. Teachers will be paid a \$250 stipend in their last pay of June 2021 if at any time during the life of this agreement the District reports that the financial deficit has been cleared and that such payment to the BEA members does not create a negative fund balance.

ARTICLE XVI – INSURANCE PROTECTION

- A. The Board shall provide group life insurance protection in the amount of \$50,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death or dismemberment, the insurance will pay double the specified amount.
- B. Upon application by the bargaining unit member the district will provide health insurance for the employee and his or her uninsured dependents. This includes (single coverage, two-person coverage, and family coverage, which includes self and child/ren). The yearly cost shall be defined as consistent with Public Act 152 of 2011. At no time will the Board contribute more than allowed by law. The Board shall pay no more than 80% of the actual premiums for such insurance.

Any additional premium amounts required will be paid by the employee through pre-tax contributions by means of a pre-taxed compensation reduction agreement, provided that the compensation reduction agreement is signed and returned to the collecting officer within 30 calendar days of its issue. If the compensation reduction agreement is turned in outside this window of time or not returned to the collecting officer, all contributions will be post-tax. Members will have their premium share contributions spread over all pays, consistent with their election for receipt of pay for the year.

The union and the Board shall agree on the selection of insurance carrier(s) and the specifications of a health care plan. If the parties agree to make a change in the health care plan provider, the district will notify all affected members in writing at least one-hundred eighty (180) days prior to the end of the current plan or benefit year. If both parties cannot agree to a change, the current insurance shall remain in place.

The purchase of additional optional insurance elections (i.e. short-term disability, additional life, etc...), will be paid by an enrolling teacher through payroll deduction. This provision shall be effective insofar as it is consistent with any and all laws.

Upon ratification, and concurrent with each subsequent change in health coverage, the union will provide a hard copy summary of applicable health benefits to the membership.

- C. In lieu of health insurance, employees will be provided an annual bonus payment of \$2,000 paid as follows:
 - 1. \$1,000 paid with the first paycheck in December.
 - 2. \$1,000 paid with the second paycheck in June.

Should a qualifying event occur in which an employee is eligible to enroll in employer paid health coverage, the employee shall be permitted to enroll for coverage and the amount delineated above shall be prorated. If the employee is required to reimburse the employee as a result of the qualifying event, the reimbursement shall be deducted through payroll deduction consistent with the Michigan Payment of Wages & Fringe Benefits Act and Fair Labor Standards Act.

- D. The Board shall establish and maintain a plan that is designed to satisfy the requirements for tax favored status under Section 125 of the Internal Revenue Code of 1986 (the "Code"). The purpose of the Cafeteria Plan will be to allow eligible employees to waive the health insurance coverage provided under this Agreement and, in lieu of receiving health insurance coverage, receive a cash benefit (in the form of additional compensation) in the amount determined under Paragraph 4a of Article XVII, Section C(1) and (2).

The Section 125 Plan shall not contain any provisions requiring the contribution of amounts derived from the waiver of health insurance be placed into any deferred compensation arrangement; including code Section 403 (b) annuities made by the employee individually, outside of the Section 125 Plan, and in accordance with the rules under Code Section 403 (b).

The Cafeteria Plan shall have provisions pertaining to, among other things, eligibility to participate, administration, and claims procedure. All disputes concerning the payment of claims under the Section 125 Plan will be resolved under the Claims Procedure set forth in the Section 125 Plan. The Board may unilaterally amend any provisions under the Section 125 Plan. The Board may unilaterally amend any provisions under the Section 125 Plan in order to maintain its tax-favored status (such as amendments necessitated by changes in the Code or the Treasury Regulations); provided that the Board may not unilaterally amend the Section 125 Plan in a manner that will alter the eligibility of employees covered by the Agreement to participate the Section 125 Plan, or that will alter the benefit levels under the Plan; and further provided, that the Board will give written notice to the Association of any amendment, including a copy of any such amendment, at least 330 calendar days before the amendment is to take effect.

- E. The Board shall provide MESSA Long Term Disability Insurance for each employee. Benefits shall be effective upon the employee's absence from the workplace thirty (30) consecutive calendar days (30-Day straight wait) and continue at 66 2/3 percent to age 65, if the member qualifies. The monthly maximum pay limit is \$5000 (five thousand dollars).
- F. The Board shall provide Delta Dental Care, Class I @ 80%, Class II @ 80%, Class III @ 80% for all eligible employees and their eligible dependents; with an annual max of \$2,000, and Class IV @ 60% with a \$600 lifetime max. Full internal and external COB (coordination of benefits) shall be provided.
- G. The Board shall provide VSP 3 vision protection to all eligible teachers and their eligible dependents.
- H. Each teacher under contract to work full time each school day is entitled to receive full fringe benefits set forth in Paragraph A, B, C, D, E, F, and G from the first date of his/her employment to the end of his/her contracted time.
1. Each teacher under contract to work less than full day is entitled to fringe benefits equal to half the amount set forth in Paragraph A, B, C, D, E, F, and G of this Article.

2. In order to take advantage of these benefits the teachers agree to pay the other half of the premium.
- I. The economic and fringe benefits of this contract shall cover the period of August 1 through July 31 of each contract year. New hires who report prior to August 1 of any contract year shall receive full pay on the succeeding year's salary schedule. Their fringe benefits shall be effective on their first day of employment of any contract year contingent upon reporting for work on the first work day.
 1. The above mentioned effective dates for fringe benefits may be altered only to meet the requirements of the insurance carrier. In no event shall this date be later than the first day of the month succeeding the first day of employment.
 2. Those teachers who complete their individual contract year shall receive fringe benefits through July 31 of each contract year.
 - J. Upon exhaustion of a teacher's PTO days, and the teacher is placed on unpaid sick leave the Board shall continue payment of health insurance premiums for the remainder of the month and one (1) additional month.
 - K. Teachers covered under another health or vision program will not be eligible for the programs offered under this contract. An open enrollment opportunity shall be provided to employees each year.

ARTICLE XVII – LONGEVITY PAY

- A. A teacher shall receive an annual longevity payment beginning at the 12th year of 3% of the current BA base salary and increasing 3% every three years at years 15, 18, 21, 24, etc...
To qualify for longevity, said employees must have ten (10) consecutive years of service in the Beecher School System. Longevity pay shall be pro-rated on the basis of hours worked with a minimum of at least a half (½) time assignment. This term shall not be retroactive. Leaves of absence as defined in Article XX will not interrupt this ten years' service.
- B. Longevity calculations will be presented to each member of the Association and collectively to the President no later than Pay #3 of the school year.
- C. During the 2020-21 school year, the maximum amount of longevity shall be \$4,500.
- D. Years of service will be calculated by the comparison of hours worked in a school year divided by the ideal total (# of work days x 6.7 hours/day), as is reported to the Office of Retirement Services. The maximum number of years of service that can be earned in one calendar year is one year.

ARTICLE XVIII - ACCRUED LEAVE

- A. All employees represented by the Association, upon retiring from Beecher, shall be paid their accrued paid time off days at \$72.50 times the number of his/her accrued paid time off days not to exceed a maximum of seventy-five (75) days. This restriction shall apply to anyone hired after 7/1/2011. Persons hired before 7/1/2011 will be paid for all of their accrued paid time off days.

- B. In the event of said employee's death, his/her beneficiary as indicated on teacher's school term life insurance policy shall receive this accrued paid time off benefit as defined in subsection A above.

ARTICLE XIX – PAID TIME OFF POLICY

- A. At the beginning of each school year, each employee shall be granted three (3) Paid Time Off (PTO) days. Additional PTO days will be granted to members on the following pays:

2019-20 Pay #	Date	PTO days granted
3	9/25/2020	4 days
6	11/6/2020	4 days
14	2/12/2021	3 days

Earned but unused PTO, may be accumulated without limit. PTO may be used at either the beginning of or the end of an extended (more than two (2) day) break, but not both before and after, except by the prior approval of the principal and/or the Superintendent.

A member that has not yet earned all of their days of PTO through the distribution system may submit an emergency request to the Superintendent to borrow their additional unearned time.

- B. Any staff member that uses more than five (5) PTO days consecutively must provide supporting evidence and/or medical documentation indicating clearance to return to work. In the case of a non-emergency situation, prior notice will be given to the building administrator at least one (1) week in advance for all such extended leaves.
- C. Any teacher whose sickness or injury extends beyond their compensated PTO day accumulation period shall be granted a leave of absence as defined in the Master Agreement. A physician’s statement shall be requested to substantiate his/her return to adequate health to resume his/her duties.
- D. The Board shall provide benefit accruals on employee pay checks.
- E. Staff members will be placed in “deduct” status for any additional time used past their PTO accrual. The deduct amount will be calculated using the staff member’s daily rate and applied in the pay period of the deduct attendance. If a member enters deduct status for non-qualifying leaves of absence or is suspected of abusing the deduct system, those members may be subject to corrective action or discipline as outlined in Board Policy 3139.
- F. Any Association member may voluntarily transfer one (1) to ten (10) PTO days to another Association member by submitting a completed “Voluntary PTO Day Transfer” form to the Personnel Office. All voluntary transfers are irrevocable. No transferred days may be cashed out by the employee.
- G. Members that use five (5) or fewer PTO days in a school year will be paid a stipend in the last pay in June of that school year. The stipend will be as follows:

<u>Member Uses:</u>	<u>Stipend Amount</u>
3 or fewer PTO days	\$2000
4 PTO days	\$750
5 PTO days	\$500

1. Considering the fluid nature of school scheduling for the 2020-21 school year, the attendance incentive will be subject to a pro-rata multiplier (see Article XV) based on the amount of days scheduled for in-person instruction.
 - A. Professional development days that are scheduled remotely will not count against the incentive.
 - B. Emergency shutdown days that are within the state allowance for closure will not count against the incentive.

2. The use of PTO for the purpose of bereavement of immediate family will not have an impact on the employee's attendance incentive, up to a maximum of three (3) days per school year. In this case, immediate family members will include a member's spouse, domestic partner, children, parents, grandparents, and siblings. Documentation to support the employee's use of such time must be provided by the member or the member will be charged the full time of leave against the attendance incentive.

3. Anytime a teacher spends on Worker's Compensation or any other District-mandated time off will adjust the attendance incentive of that teacher with a pro-rata multiplier. The pro-rata multiplier is decided as outlined in Article XV.

ARTICLE XX – LEAVES OF ABSENCE

A. Absence with full pay shall be granted and shall not be chargeable against any other benefit herein provided for the following reasons:

1. Jury service. Jury service compensation must be tendered to the District (less travel allowance) upon receipt.
2. Time to be excused for Jury Service.
3. Whenever a teacher is subpoenaed to attend any proceedings unrelated to the district.
4. Time necessary to take Selective Service Physical Examinations.

B. Parental Leave

1. A teacher who is pregnant shall be entitled to teach as long as she is medically able to teach and may return when she is medically able to resume her duties. All or any portion of this leave will be charged to her available PTO or FMLA may be elected.
2. A teacher adopting a child shall be entitled upon request to a leave, without pay, to commence at any time during the first year after receiving custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
3. If the teacher's leave extends beyond 12 weeks, the teacher shall have the right to remain on fringe benefit programs currently elected by the teacher on leave providing s/he contributes the regular amount of the premium, as per Article XVI, or as under the provisions of the FMLA which allows qualified persons 12 weeks of paid benefits.
4. The maximum time allowed for a teacher on parental leave is the remainder of that school year and the following year (not to exceed two (2) years). The teacher shall be able to return at the start of the next school year to a position, if available, in accordance with their certification. A teacher shall be allowed to return at an earlier date if there is a vacancy.


C. The teacher shall be entitled to return from leaves granted in this Article to the same position, if available, or a substantially equivalent position, as agreed upon by the BEA and administration, dependent on the same increment from the time the teacher went on leave, unless otherwise stated in this Article.

D. Emergency leaves shall be supplementary to and not restricted by sick leaves, as herein provided.

SCHEDULE A – SALARY SCHEDULE

**Beecher Community Schools
185-Day Teacher Salary Schedule**

Step	BA	BA + 18	MA	MA + 15	MA + 30
1	32,676	34,637	36,715	38,918	41,253
2	34,310	36,369	38,551	40,864	43,316
3	36,026	38,187	40,479	42,907	45,482
4	37,827	40,097	42,502	45,053	47,756
5	39,718	42,101	44,628	47,305	50,144
6	41,704	44,207	46,859	49,670	52,651
7	43,790	46,417	49,202	52,154	55,283
8	45,979	48,738	51,662	54,762	58,047
9	48,278	51,175	54,245	57,500	60,950
10	50,692	53,733	56,957	60,375	63,997

 Shaded cells for reference only

Longevity*

Years	Percentage	Amount
12	3	\$980.28
15	6	\$1,960.56
18	9	\$2,940.84
21	12	\$3,921.12
24	15	\$4,901.40**
27	18	\$5,881.68**
30	21	\$6,861.96**
33	24	\$7,842.24**
36	27	\$8,822.52**

*Based on BA base

**In 2019-20, these longevity values will pay \$4500 as outlined in XVII

Computation of Schedule A

1. The Schedule base is \$32,676.
2. Steps 1-10 increase 5% per step down and 6% per lane across.
3. Each salary step rounded to nearest \$1 unit.
4. Teachers new to Beecher may receive credit on the salary schedule for outside experience if approved by the superintendent as outlined in Article XV.
5. The calendar will consist of 180 days of pupil instruction and 185 teacher work days. The five additional teacher days that are above and beyond the days of pupil instruction shall be used to provide time for the District-provided five days of mandated Professional

Development for teachers in each academic year. These days will be the responsibility of the School Improvement Team(s) to plan, organize, and conduct, as described in Article X.

SCHEDULE B – LEAD TEACHERS AND DEPARTMENT CHAIRS

Lead teachers and department chairs shall exercise the coordination of programs and materials and shall serve as instructional liaisons between the teachers of the grade band or department and the school administration. Coordinators will be voluntary and acting as such shall require the approval of the employee's principal or direct supervisor. Such department coordinators shall not be considered a supervisory employee.

“Grade bands” for purposes of lead teacher responsibilities will be grades K-3 as one band and grades 4-6 as a second band. With approval from administration, the responsibility of lead teachers may be split within a band, but this will not reduce compensation. i.e. if there are multiple lead teachers within a given grade band, all of them will be compensated as listed below.

“Departments” for purposes of department chairs will be assigned for grades 7-12 in math, science, social studies, and English. Each of these subject areas will be assigned no more than one (1) department chair.

If department chairs are assigned to physical education, music, special education, and/or art, these chairs will serve in a K-12 capacity.

Compensation based on \$123.35 times the number of people which are served by the lead teacher or department chair.

SCHEDULE C - ATHLETICS

Vacancies in Schedule C positions shall be posted internally for a minimum of ten school days. A BEA member shall be granted the position provided he/she meets the posted qualifications. If no BEA member applies or qualifies, the District may hire outside the bargaining unit.

SCALE C - 1

Position	BA Salary Track %	Position	BA Salary Track %
Football		Swimming	
Head Coach	12	Head Coach	9
Asst Varsity Coach	9	Asst Coach	7
JV Head Coach	9	MS Swim Coach	7
JV Asst Coach	7	Golf	
9 th Grade Head Coach	7	Head Coach	9
Asst 9 th Grade Coach	6	Athletic Trainer	
MS Head Coach	6	Trainer (per season)	2
Boys Basketball		Girls Basketball	
Head Coach	12	Head Coach	12
JV Head Coach	9	JV Head Coach	9
Sophomore Coach	9	MS Head Coach	7
9 th Grade Coach	7	Cheerleading	
MS Head Coach	6	Coach (per season)	3
Baseball/Softball		Volleyball	
Head Coach	9	Head Coach	9
JV Coach	7	JV Coach	7
MS Coach	6	Asst Coach	6
Track		Wrestling	
Head Coach	9	Head Coach	9
Asst Coach	7	Asst Coach	7
MS Coach	6	MS Coach	6

1. The coach's experience on the C-1 scale is based on all paid experience of coaching in that sport. The pay is a percentage of experience applied on BA Salary track to a maximum of seven (7) years.
2. These percentages (%) shall not be divided between two or more individuals by the Administration.
3. Pay for seasonal extra-curricular activities shall be paid in equal payments throughout the seasonal activity or in equal payments throughout the remainder of the school year if requested in writing.

SCHEDULE D - EXTRA-CURRICULAR DUTIES

A BEA member shall be granted the position provided s/he meets the qualifications and is given administrative approval. If no BEA member applies or is qualified, the District may hire outside the bargaining unit.

Class Sponsors

Freshman Class	1% each
Sophomore Class	1% each
Junior Class	2% each
Senior Class	2% each
Future Business	3%
Future Teachers	3%
Student Councils	3% (Elementary, Middle, Senior)
Industrial Arts	3%
Ski Club	3%
High School Yearbook	6% (or 3% each, if more than one is hired, but not more than 6%)
Ecology Club	3%
Honor Society	3%
Pep Club	3%
Varsity Club	3%
Chess Club	3%
Quiz Bowl	3%
Peer Helper Coordinator	8%

Other board approved clubs or activities up to 3%

Clubs must have the prior approval of the board in order to qualify for the above stipends

1. Recommendations for new clubs will be forwarded to the Superintendent in writing and processed by the Board for final approval within three months of the receipt of the recommendation.
2. The percentages in this schedule are based on the BA base salary for the appropriate year.
3. Pay for seasonal extra-curricular activities shall be paid in equal payments throughout the seasonal activity or in equal payments throughout the remainder of the school year if requested in writing.

SCHEDULE E - MUSIC DEPARTMENT

A BEA member shall be granted the position provided s/he meets the qualifications and is given administrative approval. If no BEA member applies or is qualified, the District may hire outside the bargaining unit.

High School Choral	3%
Junior High School Choral	3%
High School Band	8%
Middle School Band (each)	
7-8 Band	3%
5-6 Band	3%
Summer Band	8%
Musical (per production)	4%
Black Arts Festival	4%

1. Recommendations for new music department groups will be forwarded to the Superintendent in writing and processed by the Board for final approval within three months of the receipt of the recommendation.
2. The percentages in this schedule are based on the BA base salary for the appropriate year.
3. Pay for seasonal extra-curricular activities shall be paid in equal payments throughout the seasonal activity or in equal payments throughout the remainder of the school year if requested in writing.

SCHEDULE F - TRANSPORTATION

1. The use of personal cars on field trips or for district business shall be reimbursed at the current IRS mileage rate upon provision of appropriate documentation.
2. Transfers between buildings shall count toward the above.
3. Request for payment, with appropriate documentation, shall be submitted to the business office by the 10th of the following month or a week prior to the end of the fiscal year.

SCHEDULE G- EXTENDED DAY, SUMMER SCHOOL PAY

Building School Improvement Teams will develop their Building Enhancement programs based on student need. Compensation shall be at the rate of \$35 per hour, regardless of the amount of students in the program.

APPENDIX A - SALARY SCHEDULE TERMINOLOGY

- A. When a teacher has a partial year of verified contracted (not substitute) teaching experience, either at Beecher or transferring (a maximum of seven years) into Beecher, 45 days shall equate to .25 of a year which shall be used to compute the level on the salary schedule.
- B. Any deductions for loss of time not covered by leave days shall be deducted on the basis of the number of days in Article XIX.
- C. BA salary track equals a Bachelor's Degree.
- D. BA+18 salary track equals above said qualifications plus eighteen (18) graduate semester hours or twenty-seven (27) graduate term hours.
- E. MA salary track equals a Master's Degree
- F. MA+15 salary track equals above said qualifications plus an additional fifteen (15) graduate semester hours or twenty-three (23) graduate term hours.
- G. MA+30 salary track equals a Master's Degree and an additional thirty (30) approved graduate semester hours or forty-five (45) graduate term hours.
- H. CEUs shall be applicable toward the MA15 and MA30 salary columns, with no more than 1/3 of the credits at each level coming through CEUs. CEUs must be State Board approved, and shall be counted on the basis of 3 CEUs per 1 graduate credit or the state department's approved ratio.
- I. This definition of terms shall not be retroactive, and shall apply to any future increments in educational training. Any teacher currently employed at any level of the salary schedule shall not have his salary level decreased as a result of the aforementioned terms. The exception is that it is not applicable to item A in the Salary Schedule Terminology.
- J. Written requests for advancement on the salary scale because of additional college credit hours shall be accompanied by transcripts. Such requests and transcripts may be submitted to the personnel office at any time. Salary adjustments will be effective the first day of the semester following the completion of college credit hours in which proof of request is submitted to the personnel office, and shall be prorated over the remaining pay periods of the semester and adjusted statements of salary shall be sent to said teacher.

APPENDIX B - DEFINITIONS

- A. **Certified Personnel:** (teacher) any person with a degree and a provisional, professional, permanent, or continuing certificate.
- B. **Association Representative:** any elected or appointed official of the Association.
- C. **Transfers:** any change in your current teaching assignment including, but not limited to a change in building assignment, grade level or department.
- D. **A vacancy is:**
 - 1. Any newly created position, including those created by expanding a program.
 - 2. Any position or anticipated position created by a teacher leaving that position for any reason.
 - 3. Any position from which a teacher is absent for thirty (30) consecutive calendar days that are not approved leave of absence or LTD.
- E. **“Primary” grades** are grades K-5; **“Middle” grades** are grades 6-8; **“Secondary” grades** are grades 9-12.
- F. **Representative of the Board:** Beecher Board hired employees are representatives of the Beecher Board of Education. Executive enforcement of policies, decrees, and/or rulings shall be performed by Beecher Board-hired administrative employees.
- G. **Years of Service:** the sum total of the number of years, partial or complete, that a person has been employed by Beecher Community Schools.

APPENDIX C - SCHOOL CALENDAR

2020-2021 Calendar

The calendar will continue in the format known as a “balanced” calendar consisting of 180 days of pupil instruction and 185 teacher work days.


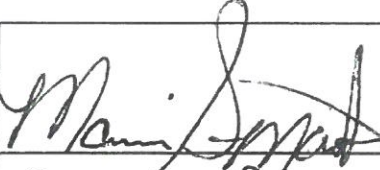

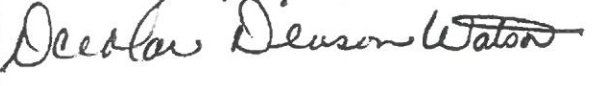
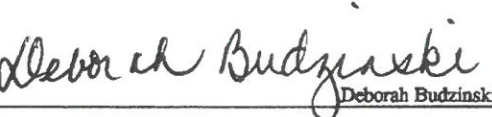
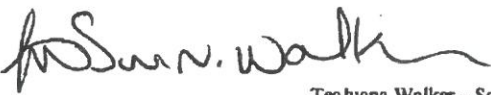

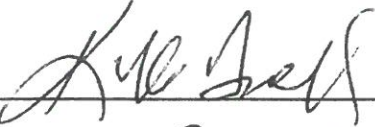




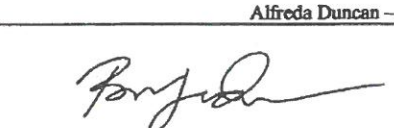
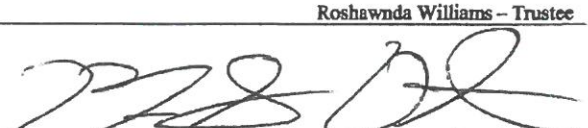

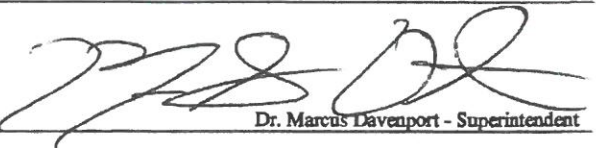
The district will institute an advisory committee consisting of stakeholders, including not fewer than three teachers, appointed by the president of the BEA, to evaluate the effectiveness of each year’s calendar and make recommendations, which shall be reported to the Board of Education.

2020 – 2021 District Calendar

August 11, 12, 13, 2020	Staff PD
August 17, 2020	First Student Day – ½ Day (All Schools)
September 4-7, 2020	No School (Labor Day)
October 1, 2020	½ Day PT Conferences (All Schools)
October 2, 2020	Staff PD – No Students
October 23, 2020	End 1 st MP ½ Day Comp Time for PTC
October 26 - 30, 2020	1 st Intersession (No School)
November 2, 2020	Classes Resume
November 25 - 27, 2020	Thanksgiving Holiday
December 21, 2020 – January 1, 2021	Winter Break
January 4, 2021	Classes Resume
January 18, 2021	MLK Holiday – No School
January 20, 21, 22, 2021	½ Day HS only – Semester Exams
January 21, 22, 2021	Record Day ½ Day (All Schools)
January 22, 2021	End 2 nd Marking Period
February 15-19, 2021	2 nd Intersession (No School)
February 22, 2021	Classes Resume
March 4, 2021	½ Day PT Conferences
March 5, 2021	Staff PD – No Students
March 26, 2021	½ Day Comp Time for PTC
March 29, 2021- April 2, 2021	Spring Break
April 5, 2021	Classes Resume
April 9, 2021	End 3 rd Marking Period
April 13, 14, 15, 2021	½ Days HS only – State Testing
April 16, 2021	No School
May 24-28, 2021	Intersession
May 31, 2021	Memorial Day
June 1, 2021	Classes Resumes
June 16 17, 18, 2021	½ Day HS only – Semester Exams
June 17, 2021	End 4 th MP/ Record Day ½ Day (All Schools)
June 18, 2021	Last Day of School/Record Day (½ Day)

ARTICLE XXI - DURATION OF THIS AGREEMENT

This Agreement shall be effective after ratification by the Association and the Board, starting September 1st, 2020 and shall continue in effect through the 30th day of June 2021. This Agreement shall not be extended orally. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436

Beecher Education Association MEA/NEA	Beecher Board of Education
 Matthew Adams - President	 Marvin Smoot - President
 Marcia Turner - Interim Vice President	 Ocelar Denson Watson - Vice President
 Deborah Budzinski - Secretary	 Teajuana Walker - Secretary
 Laura Tucker - Treasurer	 Kelli Ford - Treasurer
 Katrina Forsythe - Negotiator	 Mary Rankins - Trustee
 Robert Fenton - Negotiator	 Soni Sparks - Trustee
 Alfreda Duncan - Past President/Advisor	 Roshawnda Williams - Trustee
 Bruce Jordan - MEA	 Dr. Marcus Davenport - Superintendent

MEMORANDUM OF UNDERSTANDING

**BETWEEN
THE BEECHER COMMUNITY SCHOOL DISTRICT
And
THE BEECHER EDUCATION ASSOCIATION, MEA/NEA**

Re: Pay rates of BEA Contract Schedule C and D

At the request of the District, the District and the Association agree as follows:

1. During the period the District is subject to the Enhanced Debt Elimination Plan (EDEP) imposed by the Michigan Department of Treasury, the rates of pay as negotiated in Schedules C and D of the BEA contract are not enforceable.
2. At the time of hire for any of these positions, the rate of pay will be negotiated with the employee hired to fulfill that position.
3. Both parties understand that this revision does not constitute a change beyond the 2020-2021 School Year.
4. Both parties agree that this agreement is non-precedent setting.



For the Beecher Education Association, MEA/NEA



For the Beecher Community School District

9/14/2020
Date

9-2-2020
Date