

MASTER AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF BEAL CITY
PUBLIC SCHOOLS**

and the

BEAL CITY EDUCATION ASSOCIATION

Effective July 1, 2011

through June 30, 2013

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ARTICLE 1
RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional personnel whether under contract, on leave or a per diem hourly or class rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Any newly hired professional personnel for teaching duties in the Alternative Education program will be members of the BCEA bargaining unit. Such representation shall exclude substitutes and teacher aids, superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, and any other person engaged at least 50% of the time in the direct administration and supervision of professional personnel.

- B. The term "teacher" when used hereinafter in the Agreement shall refer to all professional teachers represented by the Association in the bargaining or negotiating unit as above defined.

- C. It is the policy of the Beal City Public Schools that no students on the basis of race, color, religion, ancestry, age, national origin, sex, marital status, or sexual orientation shall be discriminated against, excluded from participation in, or be denied the benefits of any program or activity for which the Beal City Board of Education is responsible for which it receives federal assistance. This policy of non-discrimination shall also apply to handicapped students.

ARTICLE 2
DISTRICT RIGHTS

- A. The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education on behalf of the district as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of such action under such rights or with respect to the consequence 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 operation and to direct the working forces and affairs of the Employer.
 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine starting times and establish, modify or change any work or business hours or days but not in conflict with the specific provisions of this Agreement.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees (with just cause) transfer employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and the processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees.

7. 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.
8. Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE 3
AGENCY SHOP

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association, equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. In making such request (for involuntary dues deductions), the Association shall certify and provide evidence to the Board that the employee has exhausted all of his due process rights (internal union procedures) concerning the remittance of the service fee. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. The Association agrees to defend, indemnify and hold harmless the Beal City Public Schools, its Board of Education, Board members, both past and present, and its administrative employees, from any and all costs, claims, demands, judgments and expenses of whatsoever kind or nature, including unemployment compensation costs, resulting from compliance with this article. In the event of any legal action against the employer brought in a court of administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency--as a direct consequence of the employer's compliance with this article.

ARTICLE 4
PROFESSIONAL GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is a claim based upon an event or condition which affects the welfare or condition of employment of a teacher or group of teachers and/or arising from the language of the Agreement or an alleged breach thereof.
2. An "aggrieved" person is the person or persons making this claim.
3. A "party in interest" is the person or persons making this claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

B. The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to grievance. Both parties agree that within the framework of the Agreement, these proceedings will be kept informal and confidential when appropriate at all levels of the procedure.

C. Procedure:

1. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any policy of the Board may be processed as a grievance as hereinafter provided.
2. Prior to filing the written grievance, the grievant or the Association shall make every attempt to resolve the grievance with the building principal. This discussion shall take place as soon as possible after the alleged violation.

The grievant alleging the violation shall within ten (10) school days of the alleged occurrence, submit in writing the charge to the Building Principal.

3. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule D, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the Principal, Association, Superintendent and the individual teacher (the aggrieved). The principal shall be given opportunity to study the grievance form.
4. Within three (3) school days of the receipt of the grievance the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate this disposition in writing in three (3) days of such meeting and shall furnish a copy thereof to the Association and the aggrieved.

5. If the Association is not satisfied with the disposition of the grievance or if no disposition has been received within three (3) school days of such meeting the grievance shall be transmitted to the Superintendent within six (6) school days of such meeting. Within five (5) school days, the Superintendent or his/her designee shall meet with the Association on the grievance. The Superintendent or his/her designee shall indicate his/her response to the grievance in writing within three (3) school days of such meeting by furnishing a copy thereof to the Association.
6. If the Association is not satisfied with the disposition of the superintendent or if no disposition has been received within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the School Board by filing a written copy thereof with the Secretary or other designee of the Board within five (5) school days from the Superintendent's disposition or within six (6) school days of the meeting with the Superintendent. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) school days after. A copy of such disposition shall be furnished to the Association and the aggrieved.
7. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may within ten (10) school days of the date of the Board's disposition be submitted to arbitration. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its set rules which shall likewise govern the arbitration proceedings.

The arbitrator so selected will confer with the parties and hold hearings promptly, or, if hearings have been waived, then from that date all proof and information has been submitted to him/her and will issue his/her decision not later than thirty (30) days from the date of the close of the same. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue submitted. The Board or Association shall not be permitted to assert into such arbitration proceedings any ground to rely on evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties shall be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

8. The fees and expenses of the arbitration shall be shared equally by the parties. If one party fails to appear or show at the arbitration, that party will be responsible for all expenses incurred unless it has notified the other party in advance that it does not intend to appear because the grievance is not arbitrable.
9. If any teacher from whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been

improperly deprived of any professional compensation or advantage, the same or its equivalent is to be paid to him/her.

10. The time limits of this article shall be strictly adhered to but may be extended by written agreement of both parties. In the event that a grievance is filed after April 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.
11. No reprisal of any kind will be taken by either party or by any member of the administration against any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.

D. Miscellaneous:

1. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
2. Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents will be jointly prepared and given appropriate distribution by the superintendent so as to facilitate operation of the grievance procedure.
3. The sole remedy available to any teacher for an alleged breach of this agreement or any alleged violations of his/her rights herein will be pursuant to the grievance procedure, provided however, that nothing contained herein will deprive any teacher of any legal right which he/she presently has, provided that if a teacher selects to pursue any legal or statutory remedy such election will bar any further or subsequent proceeding for relief under provisions under this article.
4. In the course of investigation of any grievance, representatives of the Association will report to the principal being visited and state the purpose of the visit immediately upon arrival.
5. Every effort will be made to avoid interruption of the classroom activities and to avoid the involvement of pupils in all phases of the grievance procedure.
6. The non-renewal of a probationary teacher's contract shall be excluded from the grievance procedure.
7. Disputes within the jurisdiction of the State Tenure Commission, Michigan Employment Relations Commission and Michigan Department of Civil Rights shall not be subject to the arbitration level of the grievance procedure. If there is a disagreement regarding whether a dispute is within the jurisdiction of any of these agencies, this shall be deemed to be a threshold issue to be decided by the arbitrator subject to judicial review.

ARTICLE 5
NO STRIKE CLAUSE

The Association and Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slow down or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with the provisions of this Article shall be cause for whatever disciplinary action deemed necessary by the Board.

ARTICLE 6
TEACHER RESPONSIBILITIES

- A. Each teacher employed by the Beal City Public Schools shall fulfill all requirements set forth by the Michigan Department of Education. These responsibilities shall include certification, curriculum, working towards development of performance objectives as required by law, time requirements, and all other guidelines set forth by the Department of Education. Teachers are encouraged to take college credit courses in an effort to keep up with the latest trends.
- B. The arriving and leaving times for all teachers will be 8:10 a.m. and 3:10 p.m. When curriculum is delivered at the secondary level in a seven-period format, the arriving and leaving times for all elementary (PreK-6) teachers will be 7:55 a.m. and 2:55 p.m.; the arriving and leaving times for all secondary (7-12) teachers will be 8:00 a.m. and 3:00 p.m. On Fridays and days preceding holidays, teachers may leave as soon as buses leave. Special permission would be at the discretion of the Principal.

A teacher may consent to teach a class immediately before (zero period) or after (period 8) the regular school day as part of his/her full-time load. The teacher must sign a letter of consent stating one of the following:

1. For a zero period, the teacher's school day begins one class period prior to the start of the regular school day and ends one class period prior to the end of the regular school day;
- OR
2. For period 8, the teacher's school day begins one class period later than the start of the regular school day and ends one period after the end of the regular school day.
- OR
3. If the teacher's school day must span the regular day and a zero or 8th period is added to that day, one of the two resulting non-instructional periods during the day shall be the teacher's preparation period and the other non-instructional period shall be the teacher's own duty-free personal time.

In any case, teaching during a zero period or 8th period is strictly voluntary.

- C. Teachers can be required to attend meetings called by the school principal on one day each month. Teachers may place appropriate educationally related items on the agenda. Such meetings shall not last more than two (2) hours and may be held prior to the beginning of the students' day or at the end of the students' day. However, if the meeting is to exceed one hour, the meeting must be scheduled at the end of the school day. The schedule of meetings shall be distributed at the beginning of the school year. If a meeting is rescheduled, teachers who have previous medical or legal commitments (or other commitments approved by the superintendent) shall not be required to attend and the time shall not be charged against any of the teacher's leave.
- D. Teachers are required to be in their positions of responsibility at 8:10 a.m. When curriculum is delivered at the secondary level in a seven-period format, teachers are

required to be in their positions of responsibility at 7:55 a.m. for elementary and 8:00 a.m. for secondary.

1. Teachers should be in all other classes at the beginning of the class period.
 2. The teacher is urged to establish good parent, student and teacher relationships. It is suggested that personal conferences, telephone calls and letters be utilized.
 3. Student discipline: Faculty members are urged to practice sound discipline and attendance procedures while the class is in session. It is recognized by both parties that these are basic ingredients in good teaching.
- E. Every attempt will be made to schedule Individualized Education Plan Conference (IEPC) meetings within the school day. If the IEPC is scheduled before school with administrative notification and approval or it runs beyond the contractual day, teachers will be paid \$20 per hour for their work beyond the regular day.
- F. If the teacher is unable to attend a fall or spring evening conference due to school-related absences, illness, death in the family, continuing education/professional development or an exception at the discretion of the Superintendent, the conference will be made up. The teacher will be allowed to fulfill this obligation within a time frame mutually agreed upon by both the principal and the teacher. The principal shall provide a list of parental contacts to be made by the teacher. Contacts may include, but are not limited to, any of the following: face-to-face meeting, phone conference, email or other written correspondence. The teacher will provide the principal with documentation of contacts and attempted contacts.

If the teacher does not provide the documentation on a parent-teacher communication log, one-half ($\frac{1}{2}$) day of compensatory time will be deducted for the spring or fall evening conference that was missed. In the event that a teacher has used the parent/teacher conference comp day prior to the spring conferences and fails to make up the conferences as described above, the half day (3 hours) that was used but not earned shall be deducted first from any earned comp time, then from available personal time. If the teacher has neither earned comp time nor personal time available, one-half the current daily substitute pay rate shall be deducted from the teacher's pay.

ARTICLE 7
SALARIES (SCHEDULE A)

A. Compensation

1. Each teacher shall have the option of receiving pay on either twenty/twenty-one pay periods or the present twenty-six (26) pay period basis.
2. Teachers will be paid on every other Friday starting the first Friday following the opening of school. However, the teacher shall not receive pay for any day(s) not yet worked.
3. Paychecks shall be electronically transferred to the banking institute of the employee's choice by 4:30 p.m. on the day prior to the pay date
4. No fully certified teacher will be hired on a higher step than he/she is entitled to in the master agreement. Teachers employed by the Beal City Public Schools with seven (7) or fewer years experience teaching outside the school system shall be paid on the salary level appropriate to their experience. Teachers with more than seven (7) years experience teaching outside the Beal City Public Schools shall begin teaching at a salary level mutually agreed upon by themselves and the Board. This agreed upon salary will not be less than that paid for seven (7) years experience.
5. Teachers with a half year's experience entering the system would be placed midway between the years' experience steps.
6. Teachers who are assigned to teach split / combination grades shall receive the additional compensation according to the following: 1/6 of BA0 salary
7. Part-time secondary teachers shall be paid one third (1/3) for a full block teaching load and/or one sixth (1/6) for a 1/2 block for every class taught. When curriculum is delivered at the secondary level in a seven-period format, part-time secondary teachers shall be paid one-sixth of a full time salary for every class taught. They are still required to fulfill prep time prorated to the fraction (as listed above) of the day that they teach.
8. Bargaining unit members who have work schedules that obligate them to work beyond the teacher work days set forth in the Schedule C Calendar shall be compensated at their own per diem rate. Per diem rate shall be defined as the teacher's annual Schedule A salary under this agreement including longevity divided by the number of teacher work days as set forth in the Schedule C Calendar.
9. At the beginning of the thirteenth (13th) year of credited service to the Beal City Public Schools, teachers shall be entitled to the following longevity pay:

Year	Longevity Payment	
	<u>11-12</u>	<u>12-13</u>
13, 14, 15	1077	1077
16, 17, 18	1400	1400
19, 20, 21	1832	1832
22, 23, 24	2262	2262
25+	2698	2693

Longevity shall be increased by the same percentage as Salary Schedule A is increased for each year of the contract.

Teaching service shall not include substitute teaching service. Time spent on a voluntary layoff or leave of absence status shall not count toward years of teaching service. Time spent on layoff shall count toward teaching service.

B. Employee Benefits

1. The employer shall provide insurance under a MESSA PAK either Plan A, or Plan B or the same MESSA plan and coverage (not under the PAK umbrella) below as selected by the employee, for a full twelve (12) month period for the teacher and his/her family.

The Board's contribution shall be 90% of the total insurance premium for 2011-2012 fiscal year effective the first pay period of the 2011-2012 school year.

For illustration purposes: The family premium for the 2011-2012 fiscal year is \$19,426.68. A 10% employee contribution will be \$1,942.67 which will be deducted from the employee over the pay periods during the 2011-2012 school year.

The Board's contribution shall be 80% of the total insurance premium for 2012-2013 fiscal year effective the first pay period of the 2012-2013 school year

For illustration purposes: If the family premium remains the same for the 2012-2013 fiscal year a 20% employee contribution will be \$3,885.34 which will be deducted from the employee over the pay periods during the 2012-2013 school year.

Employees will be responsible for premiums in excess of these amounts through payroll deduction. For the purpose of paying premium contributions, the employer shall provide a qualified plan that complies with Section 125 of the Internal Revenue Code. This plan will permit premium contributions to be paid through payroll deduction with pre-tax dollars.

PLAN A:

MESSA CHOICES II

The drug card shall be the \$10/20 Rx card
\$10/\$25/\$50 Office Visit/Urgent Care/Emergency Room
\$100/\$200 Deductible
Long Term Disability 66 2/3%
\$2,500 maximum monthly benefit
90 Calendar Days-Modified Fill
Maternity Coverage
Freeze on Offsets
Alcohol/Drug - Same as any other illness
Mental/Nervous Waiver-Same as any other illness
Negotiated Life - \$10,000 with AD&D
Vision - VSP-2 SILVER
Dental-Classes I, II, III: 100/80/80%; \$1500 yearly max
Class IV (orthodontics): 80%; \$2000 lifetime max
Plan year: July 1 through June 30

PLAN B:

(For employees not electing health insurance)

Long Term Disability - Same as above
Negotiated Life - \$15,000 with AD&D
Vision - VSP-2 SILVER
Dental-Classes I, II, III: 100/80/80%; \$1500 yearly max
Class IV (orthodontics): 80%; \$2000 lifetime max
Plan year: July 1 through June 30

2. Teachers who elect Plan B above shall receive \$4500 for the 2011-2012 school year and \$3500 for the 2012-2013 school year in cash in addition to the programs specified in the plan. Any portion of this amount may be applied towards MESSA nontaxable Variable Options. The cash option received by the teacher may be utilized to purchase a tax deferred annuity. To purchase a tax deferred annuity, the teacher shall enter into a qualified salary reduction agreement.

To ensure that the availability and receipt of cash in lieu of health insurance is appropriately handled within Internal Revenue Code, Section 125, the Board shall adopt a qualified plan document pursuant to the Code. This shall include the appropriate document necessary to implement a qualified salary reduction plan.

3. An alternative to the MESSA insurance plan may be explored by the Association and the Board of Education during the life of this contract.
4. Teachers will have the opportunity to contribute to a qualified Section 125 Plan under IRS rules for non-reimbursed medical expenses and child care expenses beginning January 1, 2007. Under IRS rules, funds contributed under this plan must be used within the prescribed year. Funds remaining at the end of the year are forfeited by the teacher.
5. The Board will pay the full amount of retirement of each teacher.

6. LTD - The Employer shall provide without cost to each eligible bargaining unit member MESSA Plan II Long Term Disability Insurance. Benefits shall be paid at 66 2/3% of salary up to monthly maximum of \$2500 and shall begin after expiration of 90 calendar days.
7. Worker's Compensation - The employee who has been injured in the course of his/her employment will receive compensation as provided under the Michigan Worker's Compensation Act. According to the present Act the weeks of disability need not be consecutive.
8. In recognition of services to the School District, a teacher upon leaving will receive 4% of the teacher's current annual salary, provided the teacher has been employed in the school district for at least 10 years.
9. Requests for payments of expenses, salary, etc. shall be submitted for reimbursement, with bills provided, prior to June 30th of the school year ending. Any requests for reimbursements after June 30th, for expenses occurred in the recently completed school year will not be reimbursed due to the lateness of the request for reimbursement.
10. Any requests for teacher reimbursement of expenses must receive verbal approval, prior to the actual expense occurring.
11. The expenses a teacher incurs when using a personal car for school business must be approved in advance and in writing, in order to receive reimbursement. The rate of reimbursement shall be limited to the IRS rate.

C. Total Comp Plan

1. Year One - 2011-2012

- a. If Beal City Public Schools is awarded/allocated the "Best Practices" incentive money, then the district will share 30% of that incentive money with its teachers, to be spread out over the whole teaching staff with an off the salary schedule stipend.
- b. Revenue Sharing – Teachers shall receive the following compensation on a tiered schedule based on student enrollment numbers for the 2011-2012 school year, with a baseline number of 690. Enrollment shall be based on fall count day. This would be calculated based on the yearly foundation allowance set by the state.

Tier 1: Student enrollment ≤ 690

Total freeze at 2010-2011 levels

0% increase on base

No steps

Longevity (for those currently receiving longevity)

Tier 2: 1 to 9 students

Total freeze at 2010-2011 levels

0% on base

No steps

Longevity (for those currently receiving longevity),

Teachers shall receive 50% of foundation allowance generated by these new students for a stipend to be split among all teachers.

Tier 3: 10 or more students

0% on base

Steps

Longevity

Plus a \$750 off salary schedule stipend based on the 2010-2011 salary schedule for those who would not get a step or an increase in longevity.

2. Year Two – 2012-2013

0% on base

Steps

Longevity and a \$500 off salary schedule stipend based on 2010 2011 salary schedule for those who would not receive a step or an increase in longevity.

ARTICLE 8
EXTRA DUTY ASSIGNMENTS (SCHEDULE B)

- A. Extra duty assignments will not be considered to be official nor will an employee be eligible for extra duty pay until and unless a rate is established by the Board and BCEA and a contract is entered into between the employee and the Board. There shall be no deviation from the Schedule B rates when teachers are employed in extra duty assignments.
- B. If the FFA teacher/sponsor works on a Board approved extended contract when school is not in session he/she shall be paid at his/her per diem rate based on his/her regular teacher's salary according to the following provisions.
1. For days worked between the end of the school year and June 30, per diem shall be based on the teacher's salary for the preceding school year.
 2. For days worked on July 1 to the beginning of the next school year, per diem shall be based on the teacher's salary for the subsequent school year.
- C. In the event a teacher is to be employed in an extra duty assignment not set forth in this schedule which is considered to be bargaining unit work, the Board and Association shall mutually agree upon the rate of compensation.
- D. The Board and the Association understand the importance of professional development for teachers and its impact on student achievement. Teachers through continuous education and training become experts in their respective disciplines, and therefore can best meet the professional needs and interests of their colleagues.
- Teachers who provide professional development or who facilitate a meeting relevant to the professional growth of teachers shall receive a flat fee of \$40 for facilitating one hour of a staff meeting or \$60 for facilitating a two hour staff meeting.
- The School improvement teams will have input on the topic as well as the length and method of presentation.
- At the request of the administration, teachers may agree to provide full day or half day in-service training. The rate of compensation for these in-service trainings shall be mutually agreed upon between the board and association, separately based on in-service topic, length of in-service, and using the staff meeting compensation guidelines above as a baseline.
- E. The following provisions shall apply to Schedule B positions.
1. Bargaining Unit Members who apply for a Schedule B Sports Assignment position may be awarded the position provided he/she is qualified.
 2. Bargaining Unit Members hired for Schedule B positions may only be terminated for just cause.

3. If a non-bargaining Unit Member is awarded a Schedule B position, the position shall be posted when the non-bargaining unit member resigns or is terminated.
4. Bargaining unit members shall receive the following amounts for each consecutive year of experience in that identical sport in the Beal City Public Schools:

<u>Years of Experience</u>	<u>Amount</u>
4	\$100
5	\$200
6	\$300
7	\$400
8	\$500
9	\$600
10	\$700
11 or more	\$800

5. Bargaining unit members currently receiving these amount(s) shall continue to receive and accrue experience credit and appropriate amount(s) until such time as they resign from the position.

ARTICLE 9
EMPLOYMENT STANDARDS

- A. It shall be the object of the Beal City Board of Education to be increasingly aware of the need for securing the best possible teaching staff. With this in mind, the following standards have been recommended. Every effort will be made to upgrade the staff at all times.
1. Except in an extreme emergency, no teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's degree and a proper teaching certificate from an accredited college or university. The only time a non-degree teacher will be hired is after all possible efforts have been exhausted in finding a degreed person for the position. The Association will be so notified in each instance.
 2. The employment of teachers with temporary certification is to be permitted only in cases of absolute necessity.
 3. Teachers shall not be assigned to teach outside the scope of their teaching certificates and their major or minor fields of study except temporarily and for good cause, and the Association shall be so notified in such instance and shall be provided with a written statement of reasons for such assignment. Temporary shall be defined for purposes of this article as not to extend beyond the current semester. However, a teacher shall not be assigned to a position requiring Highly Qualified status under ESEA/NCLB for which he/she is not already highly qualified without the written mutual agreement of the administrator and the teacher. The administrator shall provide a copy of the written mutual agreement to the Association President.
 4. A teacher desiring to make suggestions regarding the schedule for the subsequent school year may do so by submitting written suggestions to their principal's office no later than March 22nd.
- B. On or before April 1 of each school year, each teacher shall be provided a copy of the proposed schedule for the subsequent school year. Teachers may make suggestions for modifications in the schedule to the building principals before April 15. Such suggestions shall be in writing. If a teacher's suggestions are not incorporated into the schedule, the teacher shall be provided, in writing, the specific reasons the suggestions were not incorporated into the schedule.
- C. Administration shall offer teachers the opportunity to have input regarding courses of study, textbooks, curriculum, pupil assessment and evaluation, mission, and educational goals of the district.
- D. All teachers shall be given written notice of their assignment for the coming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teacher's schedules be made later than the 15th day of August preceding the

commencement of the school year, unless an emergency situation requires same, and the Association shall be so notified in each instance. Class schedules will be mailed to each teacher by August 15th. In lieu of this - placed in mailboxes before the end of the previous school year.

- E. Any teacher who is responsible for an activity after school hours must be present for the entire activity. After the custodian has left, the teacher must ensure that the lights are off and the doors are locked in school building areas they used.

ARTICLE 10
TEACHING MATERIALS

- A. The District shall be obligated to provide sufficient basic textbooks to ensure that each pupil in a classroom has textbooks for his/her own use prior to the start of the school year.
- B. Prior to changing or selecting a new textbook, the teacher or teachers affected will be given the opportunity to meet with the appropriate District School Improvement Team regarding the proposed changes or selections. The Team will examine the text and determine if the text is outdated or inadequate. If, by a 2/3 majority of the members present, the materials are determined outdated or inadequate by the District School Improvement Team, a recommendation regarding replacement(s) will be made to the Board. It will also be a duty of said group to examine and choose replacement materials.
- C. After a teacher's supply order is approved by the Superintendent, it will not be changed or rejected without justifiable cause. Teachers involved will be notified as a major change in their order is made, at least 30 days prior to the beginning date of school; order forms will be distributed to the faculty 30 days or earlier preceding the end of the school year.
- D. The district recognizes that textbooks alone are not sufficient in the classroom and also guarantee each teacher the following:
 - 1. Sufficient materials to visualize subject being taught.
 - 2. Sufficient materials to provide proper testing.
 - 3. Sufficient materials to grade and record student progress.
 - a. Requisition forms must be filled out by the requisitioning teacher and signed, then turned over to the Superintendent for approval.
 - b. The Superintendent will not change or reject without notification and consultation with requesting teacher.
 - c. After requisitions have been approved by the Superintendent, the Superintendent will endeavor to fill them at once.
- E. It shall be the responsibility of the teacher to submit at the close of the school year an inventory of materials, including approved requisitions for the next year.
- F. All teachers will practice conservation of materials during the school year.
- G. Teachers will not order extra or surplus material during the school year unless necessary to perform their teaching duties. An effort should be made to do most or all of the ordering before school starts in the fall.

- H. If a teacher's request for materials and/or supplies is turned down by the Administration, said teacher may appear before the District School Improvement Team to present the need for the material and/or supplies.
- I. Each teacher shall be issued a key to each building and room, office space, etc. to which they are assigned. At the end of the school year, keys shall be inventoried. Teachers may sign out keys for the summer months.

ARTICLE 11
NON-TEACHING DUTIES

- A. The District and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

- B. Teachers will be assisted and/or, where appropriate, relieved by the utilization of techniques, such as use of non-teaching personnel, in performing non-teaching and administrative duties, such as the following:
 - 1. Recording grades on permanent files, and the like.

 - 2. Secretarial and clerical duties such as typing, duplicating materials, distributing supplies and other materials, money collections and other duties of clerical nature. Teachers will be responsible for keeping permanent attendance records.

 - 3. Assisting in the operation of audio-visual equipment, cleaning and returning demonstration equipment and the like.

 - 4. Supervising lunch periods, playgrounds, lunch time, gym activities and the like.

ARTICLE 12
MAINTENANCE OF STANDARDS

- A. Except in cases of emergencies, conditions of physical facilities shall be maintained at the standards in effect at the time this Agreement is signed, normal wear and tear excepted.
- B. The elementary teacher's preparation time when the specialized teachers are in the classroom shall continue to be equivalent to no less than the current two (2) hours every seven (7) school days.
- C. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered, increased, or transferred to a person not a member of the bargaining unit without prior discussion with the Association.
- D. The District shall maintain the buildings at a level that is in compliance with the rules and regulations established by the Department of Public Health.
- E. The Association may use the school district facilities for Association business with prior submittal of the Facilities Use form, and the written approval of the Superintendent or his/her designee.

ARTICLE 13
ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to install appreciation of the values of individual personality. It is recognized that these democratic values can be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Freedom of individual expression will be encouraged and fair procedure will be developed to safeguard the legitimate interest of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.
- C. Any materials which may be objectionable to the Community should receive the building principal's approval before being instituted.
- D. The Association and its teachers agree to adhere to a practice of presenting controversial matters and subjects in an unbiased and objective manner and will avoid expressing personal prejudice or bias.

ARTICLE 14
TEACHER FACILITIES

- A. Beal City Schools will have the following facilities:
1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 2. Each teacher shall be assigned one teaching desk and chair which will not be shared by other teachers.
 3. Each teacher will have assigned one room which they may call their home room in which they will have a teacher's desk and room to store their materials.
 4. An appropriately furnished room to be used as a faculty lounge. This lounge will be in addition to any teacher work area. No teacher will be required or requested to use this area as a work area. No students will be permitted entry into the faculty lounge.
- B. Teachers shall cooperate in good housekeeping policies in the above facilities at all times.
- C. Anything that needs repair should be reported to the Principal in writing. Proper action will be taken if at all possible.

ARTICLE 15
REVIEW OF PERSONNEL FILE

- A. Each teacher shall have the right upon request to review the contents of his/her personnel file. The review shall be made in the presence of the administrator responsible for the safe-keeping of those files.
- B. Privileged information such as confidential credentials and related personnel references normally sought at the time of employment are specifically exempted from review.
- C. No material originating after original employment will be placed in his/her personnel file unless the teacher has an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive an adjustment, provided cause is shown, through the grievance procedure, whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- D. Any written complaint made against a teacher by any parent, student, administrator, or other person will be called to attention of the teacher within five school days. If said complaint is to be placed or retained in any of the records or files of the Board, such complaints must be in written form and signed by the complainant.
- E. No teacher shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or professional advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline, including adverse evaluation of teacher performance shall be subject to discussion. The specific grounds forming the basis for disciplinary action will be made to the teacher and the Association in writing.
- F. If a teacher is to be disciplined or reprimanded by the Board or its Agents, he/she shall be entitled to have a representative of the Association present.
- G. When a teacher is doing unacceptable work, the administrator shall delineate examples of the unacceptable work. The written plan of assistance shall include the administrator's expectations for improvement and the assistance to be given by the administrator. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- H. The Board or its designee agrees to follow a policy of progressive discipline which includes verbal warning, written warning, reprimand, suspension with pay, suspension without pay, and discharge. In those incidents involving serious infractions, nothing shall obligate the Board to go through each step of the progressive discipline chain.

All information forming the basis for disciplinary action including clearly designated written confirmation of verbal warnings, clearly designated written warnings and reprimands will be given in writing to the teacher and the Association within ten (10) school days of such disciplinary action. Reprimanding shall be done in person, in writing, or by certified letter.

ARTICLE 16
SUBSTITUTES FOR TEACHERS

- A. The following procedures shall be followed by teachers who are in need of substitute teachers:
1. Teachers shall notify the principal or designee a.m. by 6:30 a.m. of the day of the absence. The teacher shall state the reason for the absence.
 2. The building principal or designee will be responsible for securing the substitute teacher.
 3. In case it is impossible to secure a substitute, teachers with time available will be asked to teach at a rate of \$20/hour. Time will be calculated to the nearest quarter hour based on time worked, not start and stop time. In lieu of the pay, teachers who sub may choose to accumulate compensatory time in a ratio of one dash of comp time for 1 period of subbing. After accumulating seven (7) periods of comp time, it shall be the equivalent of one instructional school day. (See also Article 26.A.2. for details)
 4. In no case will any class be left unsupervised when the regular teacher is off the school grounds.
- B. Teachers will have written lesson plans on their desks by the start of school on any day that they are unable to work. These lesson plans will be sufficient in detail so that a substitute teacher will be able to carry on classroom activities appropriate for the scheduled class.
- C. At the completion of each day's service by a substitute teacher, he/she will complete, in duplicate, the Substitute Teacher's Report Form. One copy will be given to the administrator, and the second copy placed in the teacher's mailbox.

ARTICLE 17
TEACHER WORK LOAD

- A. The secondary school day can consist of 6 class periods, none of which will be longer than 56 minutes nor shorter than 40 minutes, or a school day can consist of full block classes, none of which will be longer than 88 minutes nor shorter than 79 minutes and half-block classes, none of which will be longer than 45 minutes nor shorter than 44 minutes. A full time teacher's total instructional time may range from a maximum of 270 minutes to a minimum of 259 minutes. The secondary school day may also consist of 7 class periods, none of which will be longer than 56 minutes nor shorter than 50 minutes. In the 7-period format, a full-time teacher's total instructional time may range from a maximum of 312 minutes to a minimum of 300 minutes.

The times above may change for the following reasons:

1. Scheduled class meetings and/or club meetings.
 2. Scheduled assemblies.
 3. Scheduled home room meetings.
 4. Scheduled exams
- B. Teachers shall have a duty free lunch period of at least 30 minutes.
- C. The following teachers will have, in addition to their lunch period, a preparation period during which they will not be assigned to other duties as follows:
1. Elementary teachers--when the students are with specialized teacher such as music, art, library, physical education, etc., the homeroom teacher need not be present. The teacher is not free to leave the room while the Teacher Aide is in the room. The 45-minute lunch time shall be duty free. A 19-minute afternoon recess will take place 90 of the 180 student calendar days each year. During the 90 days that recess is taking place, each elementary teacher's preparation time will be 385 minutes per week unless they are on assigned recess duty. Elementary teachers who supervise recess will earn \$20 per hour. During the 90 days that recess is replaced with direct instruction, each elementary teacher's preparation time will be 290 minutes per week. The 90 days of direct instruction in lieu of afternoon recess will occur during winter months. The negotiated calendar will determine the dates that recess will occur. If direct instruction in lieu of recess begins/ends during the week (not on Monday/Friday) the elementary preparation time for that week will be adjusted accordingly.
 2. The secondary teachers will have the right to one (1) preparation period per day which is equal in length to one full block class or 2 half-block classes. For a seven-period day, the secondary teachers will have the right to one (1) preparation period per day which is equal in length to one class.
 3. Exceptions to B, C1, C2: the Beal City School Board, under certain circumstances, may offer an experienced teacher an extra class period. If the class is a secondary class, it shall first be offered to teachers who are currently

teaching the subject. If the extra class is an elementary class, it shall first be offered to teachers who are teaching the class grade level. If the class remains unfilled, then the extra class will be offered to the teacher with the most experience in the subject matter if it is a secondary class or the teacher with the most experience in the grade level if it is an elementary class. In no case will a new teacher be offered an extra class. In exchange for this extra class period, 1/5 of the teacher's present teaching salary will be paid to the accepting teacher. For the block schedule a teacher teaching a full block class will be paid 1/3 of the teacher's current salary. A teacher teaching a half-block class will be paid 1/6 of the teacher's current salary. For the seven-period day, a teacher will be paid 1/6 of the teacher's current salary for the additional class.

- D. The District will pay teachers \$20 per hour for their work on school improvement and curriculum committees and curriculum or NCOA beyond the regular school day, with administration notification and approval.
- E. Secondary teachers (7-12) shall be assigned no more than four (4) preparations. By way of example but not limitation, Algebra 1 is a distinct, separate prep from Algebra 2; 7th grade English is a distinct, separate prep from 8th grade English.

If the administration is considering the assignment of a teacher to a fifth prep and neither the Association nor the administration see an alternative to assigning the fifth prep, the teacher shall be paid a stipend of \$1800 for the year (\$900 for the semester).

The exception to Section E shall be physical education, special education, and vocal and instrumental music.

ARTICLE 18
CLASS SIZES

A. Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size should be lowered whenever possible to meet the following optimum standards except in traditional large group instruction or experimental classes where teachers have voluntarily agreed to exceed these maximums.

<u>Elementary Schools</u>	<u>OPTIMUM</u>	<u>MAXIMUM</u>
Kindergarten	22 pupils	25 pupils
Grade 1	18 pupils	25 pupils
Grades 2 & 3	22 pupils	27 pupils
Grades 4, 5 & 6	25 pupils	30 pupils
Remedial Reading	6 pupils	8 pupils
Combination Grades	20 pupils	27 pupils

Kindergarten teachers will have minimum of two (2) hours of aide time per day.

Under no condition may the class size in grades K-6 exceed 35 pupils.

In the event the maximum class size listed above is exceeded by 1 or 2 students, the District shall provide an adult aide for a minimum of one (1) hour per day.

In the event the maximum class size listed above is exceeded by 3 or 4 students, the District shall provide an adult aide for a minimum of two (2) hours per day.

In the event the maximum class size listed above is exceeded by 6 or more students, the District shall provide a full-time adult aide.

Where multiple sections exist, the district will make an effort to place students in the class with the lowest number of students.

When the District exceeds maximum class sizes, the Elementary teacher shall be paid according to the following: This will be based on both the fall and spring count days. 1/6 of BA0 divided by the class maximum.

K & 1	BA0 = \$35,156 / 6 periods divided by 25 students maximum = \$234 per student over the maximum per semester.
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2 nd & 3 rd & Combination Grades	BA0 = \$35,156 / 6 Periods divided by 27 student maximum = \$217 per student over the maximum per semester.
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4 th & 5 th & 6 th Grades	BA0 = \$35,156 / 6 Periods divided by 30 student maximum = \$195 per student over the maximum per semester.
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C. Secondary Schools

English	25 pupils	28 pupils
7th & 8th English		32 pupils
Social Studies	25 pupils	32 pupils
Mathematics	25 pupils	32 pupils
Science	20 pupils	30 pupils
7th & 8th Science		32 pupils
Language	20 pupils	32 pupils
Business	25 pupils	32 pupils
General Education	25 pupils	32 pupils
Speech	20 pupils	28 pupils
Business Services Technology	20 pupils	30 pupils
Industrial Arts	15 pupils	24 pupils
Homemaking	20 pupils	28 pupils
Vocational Agriculture	15 pupils	25 pupils
Co-ed physical Education	36 pupils	40 pupils
Special Reading Classes (K-12)	15 pupils	20 pupils

The maximum class size shall not be exceeded at the secondary level (grades 7-12).

- D. In implementing the class sizes listed in Sections B and C of this article, the first six certified special education students assigned to a class shall be counted as one student. Each certified special education student above 6 students assigned to a class shall be counted as a double membership on the class size maximum.
- E. Under normal circumstances, the maximum class size shall not be exceeded at the secondary level (7-12). In the event a student moves into the district, class size in grades 7-12 may be exceeded by no more than two (2) pupils. Where multiple sections exist, the district will make an effort to place students in the class with the lowest number of students.
- When the District exceeds maximum class sizes, the Secondary teacher shall be paid according to the following: This will be based on both the fall and spring count days. $1/6$ of BA0 divided by the class maximum.
- For illustration purposes: Social Studies (BA0) $\$35,156 \div 6 \text{ periods} \div 32 \text{ students} = \183 per student over the maximum per semester.
- F. Maximum class sizes for the special education programs, Grades K-12, shall not exceed guidelines as established by the State of Michigan, Department of Education.
- G. If a disabled student is assigned to a regular education classroom and the teacher in that classroom requests training, the Board will determine what training is necessary in order to enable the teacher to best work with the disabled student. If the training determined by the Board involves participation in in-service training or the taking of a class, the school district shall provide, whenever possible, release time, registration fees, tuition, meals and mileage.

ARTICLE 19
SCHOOL DISCIPLINE

- A. The Association recognizes the community desire to maintain a well-disciplined school in Beal City. In an effort to maintain a disciplined school both parties agree to the following:
1. That teachers will continue to commit themselves to firm but fair discipline techniques.
 2. That they will continue to monitor student activities around their classroom and activities during the school day.
 3. It is understood that in the event a teacher fails to participate in a discipline program devised jointly by the administration and the teachers, said failure may be noted in their evaluation.

ARTICLE 20
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, support and assistance will be given to the teachers with respect to the maintenance of control and discipline in the classroom. The District further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibilities for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the District will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and 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. A teacher may use such force as is reasonable to protect himself from attack or to prevent injury to another pupil.
- C. After a teacher, parent, principal conference, a teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as teaching obligations will allow, full particulars of the incident in writing.
- D. Suspension of students from school may be imposed only by a principal or his/her designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. The School Board makes the final decision whether a student is expelled or not from school.
- E. Any case of assault upon a teacher shall be promptly reported to the District or the Superintendent. The District will provide the legal counsel to advise the teacher of his/her rights and obligations with the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the District will provide legal counsel and render all necessary assistance to the teacher in his/her defense. If a teacher is subsequently found guilty of committing a criminal act by a court, the teacher shall reimburse the district for the cost of legal assistance provided the teacher.
- G. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.

- H. The District will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, when such loss is not due to the teacher's negligence. The request shall be submitted to the superintendent for final approval. This reimbursement shall not apply to claims under \$10 (for each item).
- I. No action shall be taken upon any complaint by a parent of a student 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. If any question of breach of professional ethics is involved, the Association shall be notified. *See also article 15(d) of the collective bargaining agreement for additional reference.*
- J. The School Board, teachers, and administration will utilize a portion of the day prior to school to discuss and develop some discipline procedures for use each year.

ARTICLE 21
TEACHER EVALUATION AND OBSERVATION

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all classroom monitoring or observation of teachers shall be conducted openly.
- B. Evaluation shall only be conducted by a building principal, assistant principal or other qualified administrator as designated by the Board. Formal classroom observation shall be based on at least thirty (30) consecutive minutes of classroom observation.
- C. The performance of all teachers shall be evaluated in writing as follows:
 - 1. Probationary teachers shall be evaluated in writing annually. The evaluation process shall include at least two observations each year. In compliance with the Michigan Teacher Tenure Act, two observations shall be at least sixty (60) days apart. A conference will be held within ten (10) school days after each observation to review each observation and then to review the final written year-end evaluation.
 - 2. Under Race to the Top legislation, tenured teachers shall be evaluated annually. If the law is repealed, the standard shall revert to at least once every three years. A conference will be held within ten (10) school days after each observation to review the observation and then to review the final written year-end evaluation.
- D. Three (3) copies of the written evaluation shall be submitted to the teacher, two to be signed and returned to the administration and the other one (1) to be retained by the teacher. The teacher's signature indicates that the teacher has received a copy of the evaluation form. It shall not be construed that the teacher agrees with the contents of the evaluation. In the event the teacher feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her evaluation file.
- E. All teachers shall be evaluated using the appropriate evaluation form in Schedule E. A change in teacher evaluation forms will be jointly approved by representatives from the administration and the BCEA.

ARTICLE 22
ASSIGNMENTS AND TRANSFERS

- A. A vacancy shall be defined as an existing professional position within the bargaining unit that is unoccupied because it is newly created or because the bargaining unit member holding that position has permanently separated from employment through retirement, resignation, death or discharge. If the Board determines that a vacancy should be filled, it shall be filled through the procedure outlined in this Article. In addition, if a vacancy occurs during the school year and there is not a teacher on layoff status who is certified and qualified for the vacancy, the Board may fill the vacancy on an interim basis until the end of the school year at which time the vacancy shall be filled in accordance with the procedure outlined in this Article.
- B. Vacancies occurring during the school year shall be posted in each teacher's lounge and in each principals' office for at least ten (10) school days prior to being filled. During the summer months when regular school is not in session, vacancies will be posted in the principal's office and notice of the vacancy shall be sent to all members of the bargaining unit who have previously notified the principal, in writing, that he/she desires to be notified of vacancies occurring during the summer. Vacancies occurring during the summer shall be posted at least fifteen (15) calendar days prior to being filled.
- C. Bargaining unit members may apply for posted vacancies by submitting a written application to the individual listed on the posting. To be eligible for a vacant position, a bargaining unit member must be both certified and qualified at the time of application. Qualified shall be defined as specified in Article 24, Reduction of Personnel, Layoff and Recall. The certification and qualification of an applicant shall be the certification and qualification on file with the Board. It is the teacher's duty to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes.

For elementary level postings, current elementary teachers (Pre K-6) shall have first priority. For secondary level postings, current secondary teachers (7-12) shall have the first priority. The highest seniority elementary applicant who is qualified for the posted elementary position shall be awarded the position. The highest seniority secondary applicant who is qualified for the posted secondary position shall be awarded the position. If the posted position is not filled by an applicant within the level, the highest seniority applicant, regardless of level, shall be granted the position.

- D. A transfer shall be defined as a voluntary move from the elementary to the secondary or from the secondary to the elementary.
- E. Involuntary placements may be effected only for reasonable and just cause. Thirty (30) days' notice of the intention to make an involuntary placement specifying the reasons for same and the new position shall be provided to the affected bargaining unit member and the Association. Cause for involuntary placement includes only cause involving the individual's performance, or as part of a necessary reduction of force to prevent a layoff of a bargaining unit member or to recall a laid off bargaining unit member. The least seniority teacher who is qualified and certified as defined in Article 24 of this Agreement shall be involuntarily placed whenever possible. However, in no case shall a teacher be involuntarily placed in a position requiring Highly Qualified Status under ESEA/NCLB but for which he/she is not already highly qualified.

ARTICLE 23
TENURE AT THE BEAL CITY PUBLIC SCHOOLS

- A. Tenure at the Beal City Public Schools is a system through which the best possible teaching staff is secured, developed and retained. It gives security to good teachers and provides an orderly method of dismissal of incompetent teachers.
- B. We firmly believe that tenure will provide better instruction for the children of the Beal City District and will make teaching a more desirable profession because it will enable teachers to match in professional responsibility, the privileges of the security it confers.
- C. It shall be the duty of the Principal to help the new teacher become aware of the following:
 - 1. Making the newcomer familiar with the traditions and policies of the school system.
 - 2. Answering such questions as the probationer may present regarding school routines, procedures and policies.
 - 3. Helping the personal adjustment of the new teachers to the school-community life and offer constructive suggestions to encourage the probationer while at the same time establishing helpful, friendly relations between the two.

ARTICLE 24
REDUCTION OF PERSONNEL, LAYOFF AND RECALL

- A. It is within the sole discretion of the Board to reduce the number of teachers at such time as the Board may deem appropriate. In the event it becomes necessary to reduce the number of teachers, the following procedure will be followed:
1. The Board, through its agents, will determine the curriculum and the positions which should be eliminated, reduced, or continued.
 2. In the event that a reduction of personnel shall become necessary, the Board shall first retain those teachers who possess current teaching certificates and have the greatest seniority as defined in this article, providing that such teachers are certified and qualified for the remaining positions.
 3. A teacher shall be deemed qualified for a position if he/she is certified for the position, meets all standards required by law or regulation and meets the following criteria, if applicable to the position.
 - a. Grades 9 through 12: A major or minor in the subject area OR have previous teaching experience of at least two years in the subject area to be taught.
 - b. Grades 7 and 8: A major or minor in the subject area OR at least twelve (12) semester hours in the subject area to be taught OR have previous teaching experience of at least two years in the subject area to be taught.
 - c. Grades K through 6: Elementary certification.
- B. Prior to notifying any bargaining unit member of layoff, the Board shall provide bargaining unit members an opportunity to volunteer for layoff status.
- C. The Board shall take formal action in order to effectuate the layoff of a teacher. Teachers to be laid off shall be notified, in writing, of such layoff at least forty-five (45) calendar days prior to the effective date of the layoff.
- D. "Seniority" shall be defined as the length of continuous service within the bargaining unit. Periods of time spent on leaves of absence or layoff shall not constitute a break in continuous service and seniority shall accrue during such periods. For purposes of this article only, service at less than the full teaching load shall count as if the service were at the full teaching load.

A teacher shall lose seniority rights for the following: 1) A teacher's employment relationship with the school district has been terminated due to a resignation or retirement; 2) A teacher has been more than 3 years on layoff due to a necessary reduction in personnel (2 years for non-tenured teachers); 3) A teacher abandons his/her position without an emergency; 4) A teacher does not respond to a notification to report for duty, within 10 working days (5 days in August) of being recalled to duty after a

layoff without an emergency; 5) A teacher is no longer qualified to teach any available assignment within the district; 6) A teacher has been terminated for cause; and/or 7) A teacher takes a job in another school district without a contractual leave.

1. In the event of ties in seniority, all teachers so affected will participate in the formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place that reasonably allow affected bargaining unit members and Association representatives to be in attendance.
 2. In no way shall the above language be construed to supersede the state or federal laws.
- E. The Board shall prepare and present to the Association a current seniority list prior to December 15th of each year. The seniority list shall also contain information regarding the employee's certification. The Association shall have thirty (30) days to object to the list. Any objection must be in writing.
- F. The certification and qualification of a teacher to be laid off shall be the certification and qualification on file with the Board at the time the notice of layoff is sent. The certification and qualification of a teacher to be recalled from layoff shall be the certification and qualifications on file with the board at the time the notification of recall from layoff is sent. It is the teacher's duty to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes.
- G. Teachers on layoff shall be recalled in order of greatest seniority, provided the more seniority teacher(s) are certified, qualified and available for the vacancy or vacancies to be filled. Vacancies shall be posted and filled in accordance with Article 22 prior to recalling teacher(s) on layoff.
- H. Notice of recall shall be sent by certified or registered mail to the teacher's last known address. It shall be the responsibility of the teacher to keep the Board informed of his/her current address.
- I. The individual contract executed between each teacher and the Board is subject to the terms and conditions of this article. It is intended that this provision takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this provision.

ARTICLE 25
RETIREMENT

- A. In the event a teacher retires from the Beal City Public Schools as soon as he/she is eligible for full benefits under the Michigan Public Schools Retirement System or at the end of the school year during which he/she becomes eligible for full benefits, the teacher shall be paid:

\$3,000 on January 1, following his/her retirement,
\$3,000 on the second January 1, following his/her retirement,
\$3,000 on the third January 1, following his/her retirement.

The total benefit shall be \$9,000.

- B. Any teacher who teaches beyond the year in which he/she first becomes eligible for full retirement benefits shall not receive the \$9,000.
- C. In the event that a teacher dies prior to the time that full payment of this benefit has been made, that individual's designated beneficiaries, heirs, and/or assigns shall have the right to receive such payment in the same manner.

ARTICLE 26
LEAVES

A. PERSONAL AND ASSOCIATION LEAVE

In the case of an approved personal day or Association day occurring on the same day as a cancellation of school due to an "Act of God", the pending day off will automatically be cancelled and will not be deducted from the year's total allotment.

1. Personal Leave

At the beginning of each school year each teacher shall be credited with three (3) days which may be carried over to accumulate to five (5) days, to be used for personal leave. Personal leave may be used for any purpose at the discretion of the teacher. Any unused personal days over five will accumulate as the teacher's sick leave at the end of each school year. For example, if a teacher ends the year with five (5) days, the following year, eight (8) days would be available. If none are used, three (3) days would be added to the teacher's sick leave.

2. Compensatory Time

Teachers who substitute during their preparation periods or lunch time at the request of the administration may opt to accrue comp time dashes in a one-to-one ratio toward a comp day in lieu of the stipend. (See Article 16.A.3.) Seven full comp dashes will constitute a comp day. Subbing one full class period will equal one comp dash. When subbing less than one class period, time will be tracked to the nearest quarter hour based on actual time worked rather than start and stop time. When curriculum is delivered in a seven-period day format 45 minutes will equal one comp dash. When curriculum is delivered in a block schedule 90 minutes will equal one comp dash and four dashes will equal one comp day.

- a. Unused comp dashes may be carried over into the next year. For subbing, teachers may accrue comp dashes up to a maximum of two days in one school year.
- b. Accumulated comp dashes will be forfeited when a teacher retires or leaves the district.
- c. Comp time earned for subbing must be used in one-day increments. Comp time earned for parent/teacher conferences may be used in one-half (½) day increments.

3. Restrictions on the Use of Personal Leave and Comp Time

- a. Comp days and personal days can be used to extend a vacation. No more than two teachers will be granted vacation extension time for any calendar day unless additional substitutes are available. Teachers requesting comp

days and personal days to extend vacation time must apply six weeks prior to the requested date(s). If there are more teachers requesting the same date than available substitutes, highest seniority will be the deciding factor except that emergency situations may be considered over seniority.

- b. The teacher will provide at least 48 hours notice of his/her intention to use personal leave or comp time except in case of emergency.
- c. In accounting for personal leave, any portion of a clock hour will be charged as one clock hour.

4. Association Leave

The Association shall be granted two (2) days per year to be used for Association governance and/or training. The Association shall pay for the cost of the substitute for the teacher utilizing the Association day.

B. SICK LEAVE

- 1. The primary purpose of the sick leave allowance is to cover the absence of the teacher from the school because of personal illness or disability sufficiently severe that it shall make his/her presence in school inadvisable. After five (5) consecutive days of absence, the teacher must have a certificate signed by a doctor in order to receive additional sick pay.

- 2. At the beginning of each school year each teacher will be credited with ten (10) days of sick leave, the unused portion of which shall accumulate to a maximum of one hundred eighty-three (183) days.

- 3. Illness Immediate Family:

The teacher may use a maximum of ten days of sick leave for illness in the immediate family. These ten days are cumulative on an annual basis and are not on a per illness basis. Immediate family shall be defined as spouse, children, step-children, parents, mother-in-law and father-in-law and grandparents and grandchildren. Use of sick leave for others outside those listed in this paragraph may be approved at the discretion of the superintendent.

- 4. Sick Leave Incentive Program

An incentive for not using sick leave shall be provided at the following rate: a teacher using 0-1 day shall be paid \$200; a teacher using more than 1 but no more than 2 days shall be paid \$100.

Unused sick days are paid at 50% of sub rate times the number of unused days up to a maximum of 100 days; 10 years of service as a teacher in the Beal City Public Schools are necessary in order to qualify.

C. SICK LEAVE BANK

1. Contributions to the Sick Leave Bank
 - a. When the sick leave bank was originally established, each teacher contributed two (2) sick days to the sick leave bank. The Board also contributed two (2) sick days for each teacher to the sick leave bank. As of the first day of work each newly hired teacher shall contribute two (2) sick days to the sick leave bank. The Board will also contribute two (2) sick days to the sick leave bank for each newly-hired teacher.
 - b. When the sick leave bank falls below sixty (60) days, the Board shall assess each teacher one day of his/her sick leave. These days taken from teachers will be matched by the Board. Teachers with no sick days left to donate will make up this deficit as soon as they again have sick days available.
 - c. If an emergency situation arises and a request for additional days is made by the Sick Leave Bank Committee, teachers may donate up to ten days each of their accumulated sick days to the sick bank. A teacher may donate up to twenty of his/her accumulated sick days to the sick leave bank when he/she retires or leaves the district.
 - d. Teachers withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
2. The parties to this Agreement have established a joint Sick Leave Bank Committee to administer the sick leave bank days. The Sick Leave Bank Committee shall be composed of two Board appointed members, two Association appointed members and the Business Manager who shall serve as a nonvoting ex-officio officer. Any judgments, appeals, decisions, applications must be approved by a majority vote of all four Sick Leave Bank Committee members.
3. The sick leave bank will operate as follows:
 - a. The sick leave bank applies only to teachers and not to members of the teacher's family. All requests for use of sick leave and sick leave bank terminate within the time limit of each contract and do not automatically extend into the new teachers' contract period. Absences of two days or fewer will not be considered by the Sick Leave Bank Committee.
 - b. When a teacher is ill or has a disability, that teacher will exhaust all of his/her accumulated sick days and personal days before being eligible for the sick leave bank.
 - c. When a teacher has exhausted his/her own accumulated sick days and personal days, the sick leave bank will be available to that teacher to cover the teacher's absence until he/she is eligible for Long Term Disability (LTD) benefits, the LTD insurance premiums to be paid by the Board.

A teacher using days from the sick leave bank will go on LTD as soon as she/he becomes eligible and is approved.

- d. Teachers will be entitled to all benefits during the time they are using days from the sick leave bank.
- e. A teacher or his/her representative, making application for the sick leave bank should do so in writing to the Business Manager, including a description of his/her medical condition and a doctor's statement of the condition indicating that the teacher is unable to perform his/her assigned duties.
- f. A maximum of up to 90 teacher work days may be granted per appeal from the sick bank. This 90-day limitation begins when a teacher makes application for the sick leave bank. A teacher must wait five days without pay before making his/her second appeal to the sick leave bank. A limit of two appeals can be made in one school year.
- g. However, additional sick leave bank days may be granted to extend an application at the discretion of the Sick Leave Bank Committee.
- h. If it appears that an individual is abusing the sick leave bank provisions, the Sick Leave Bank Committee may direct said individual to be examined by two doctors of the Sick Leave Bank Committee's choosing to determine whether the illness is valid. The cost of such examination will be paid by the Board. The Sick Leave Bank Committee may grant or suspend sick leave days from the bank. Their judgment and/or decisions will be final.
- i. A leave of absence not to exceed one year will be granted for health reasons. The one year time will begin after the teacher has exhausted his/her own sick leave days, personal days and approved sick leave bank days.

D. MATERNITY LEAVE

- 1. The Board shall grant to any teacher a maternity leave of absence for the purpose of childbirth. Such leave shall commence when a teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of pregnancy until such time, as in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.
 - a. The reinstatement shall be to the teacher's former position.
 - b. In the event of miscarriage prior to the start of maternity leave, the sick leave provision of this Agreement shall apply.

- c. A teacher on maternity leave of absence shall be given credit on the salary schedule for the remainder of the semester in which the birth of the child occurs.
 - d. A teacher on maternity leave shall receive the health insurance benefits provided under this Agreement for the remainder of the school year in which the birth occurs.
 - e. The teacher's own accrued sick leave days shall be used for the length of the absence. (See also the sick leave bank provisions.) Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and subsequent recovery shall be treated on the same terms and conditions as are applied to other temporary disabilities, including, but not limited to, those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.
 - f. In the case of any dispute as to whether a teacher, under this provision, is able to adequately perform the duties which she is regularly assigned to, the physician who has treated the teacher through her pregnancy shall make the final and binding determination.
2. However, the teacher may request that the maternity leave of absence be extended to the end of the semester in which the teacher commenced such leave or twelve weeks, whichever is longer; the extended maternity leave shall be subject to the following conditions:
- a. If a teacher has a request for additional time, the Board will meet to consider whether to grant or deny the time provided that the bargaining unit member is not denied rights under the FMLA.
 - b. The reinstatement shall be to the teacher's former position.
 - c. The teacher's own accrued sick leave days shall be used for the length of the absence. A teacher on extended maternity leave shall receive the health insurance benefits provided under this Agreement

E. HEALTH EXAMINATIONS

The Board reserves the right to require a physical and/or psychological examination at Board expense for purposes of verifying a teacher's fitness for duty or verifying the teacher's illness in the following circumstances:

- 1. To determine a teacher's ability to return from any illness or disability leave taken under this Agreement or a leave required by law; or
- 2. To evaluate a teacher's fitness for duty where the Board has reasonably founded concerns regarding the teacher's mental and/or physical ability to perform the functions of his/her assignment. All information used to determine the need for

an exam shall be provided to the teacher. The teacher shall not be charged days against his/her own leave accumulation for doctor exams described in this paragraph.

There will be no exam or doctor verification requirement for a teacher returning to work after an absence of five consecutive days or fewer.

F. WORKERS' COMPENSATION LEAVE

Any teacher who is absent because of injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the duration of the illness (and the portion paid by the Board shall be charged against sick leave).

G. BEREAVEMENT LEAVE

Death in the Immediate Family - The teacher may take a maximum of the following number of days per death:

1. Husband, wife, mother, father, brother, sister, children, grandchildren or other family members listed in 2 and 3 below who reside in the teacher's home – 5 days.
2. Father-in-law, mother-in-law, brother-in-law, sister-in-law – 3 days.
3. Grandparents – 2 days.

Extensions may be granted to category 1, only at the discretion of the superintendent. Approved days for extensions are to be deducted from sick leave.

Bereavement leave for others outside of the above 1, 2 or 3 may be granted at the sole discretion of the superintendent, only in very special incidents, not to exceed one day; such a one-day leave would be deducted from the teacher's sick leave.

H. MILITARY LEAVE

1. Military leaves of absence shall be granted to any regular appointed employee who shall be inducted or shall enlist for military duty with any branch of the armed forces of the United States.
2. A probationary teacher returning to employment from the military service shall be regarded as retaining the period of probationary service achieved prior to this military leave.
3. Employees on military leave shall be given the benefit of any increments and sick leave allowance which would have been credited to them had they remained in active service within the school system.

I. GENERAL LEAVE OF ABSENCE:

1. The Board may grant a leave of absence to any teacher for any reason requested by the teacher. The Board's decision to grant or deny a leave of absence pursuant to this section shall be final and binding and not subject to the grievance procedure.
2. A teacher on a leave of absence shall notify the Board in writing of his/her intent to return or request additional leave time at least seventy (70) days prior to the expiration date of the leave. If the teacher fails to do so or indicates he/she does not intend to return upon the expiration of the leave, this shall constitute the teacher's irrevocable resignation and the teacher's employment shall automatically terminate upon expiration of the leave.
3. The administration will attempt to provide said teacher with his/her former teaching position upon his/her return. However, the administration does not have to return the teacher to any non-tenure duty.
4. There shall be no loss of tenure rights or decrease of step on the pay scale.
5. A teacher who is granted a leave of absence will be granted the next step on the pay scale in those cases in which the leave is mutually agreed to be beneficial to the school district by the Board and the Association. The contract will be completed prior to departure.

ARTICLE 27
DISTRICT SCHOOL IMPROVEMENT TEAM AND
BUILDING SCHOOL IMPROVEMENT TEAMS

- A. There is hereby established a District School Improvement Team (DSIT) consisting of the following:

One (1) member from each Building School Improvement team (Elementary, Secondary) will be selected by each Building School Improvement Team to serve as liaison to the DSIT; additional teachers may also serve on the DSIT.

The principal from each level;

The Superintendent;

The School Improvement Coordinator;

Three (3) School Board members,

Two (2) parents,

Two (2) students elected by the Student Council,

The Principal or representative from St. Joseph the Worker School,

An employee from the support staff selected by the support staff.

- B. The staff and administration are mutually participating in School Improvement Teams which involve cooperative site-based decision-making and planning with the goal of improved student achievement. Site-Based Decision Making processes contemplate decision making groups organized around locations, programs, and large extensive problems that often impact more than one location.

Building School Improvement Teams and the District School Improvement Team established pursuant to the Elementary and Secondary Education Act/NCLB shall not engage in collective bargaining or have the authority to address employment matters. Every School Improvement Plan recommended by any School Improvement Team established pursuant to the Elementary and Secondary Education Act/NCLB shall be submitted to the bargaining representatives of the parties.

Participation on a School Improvement Team is voluntary and shall not be a part of a teacher's evaluation or otherwise be used to discipline a teacher.

The teacher representatives on any building school improvement team shall be selected by the teachers in their respective buildings in a manner to be determined by the teachers. All representatives shall be elected for a one-year term.

All meetings shall be open to the staff and announced in advance. All team minutes and/or reports shall be posted in every teacher's lounge and shall be provided to the Board and the Association.

Teachers, administrators or Board members who wish to pursue an educational initiative should bring the initiative to the building school improvement team. If the team is in favor of pursuing the initiative, the building team recommendations will be presented during professional development time to the building staff and other affected employees for discussion, revision and approval.

The building staff shall have time set aside during contractually scheduled professional development to investigate and discuss thoroughly the advantages and disadvantages of the proposed initiative. A simple majority vote of the building staff shall be required to forward the recommendation to the DSIT for discussion, revision and approval.

Decisions made by a school improvement team/building staff/DSIT that affect wages, hours or working conditions shall be brought to the Association and Board for negotiation and ratification prior to any implementation of the decisions.

ARTICLE 28
ELEMENTARY & SECONDARY EDUCATION ACT
(NO CHILD LEFT BEHIND ACT)

- A. The Board intends to employ the best qualified persons available in its school system.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificate (for those assignments requiring a teacher certificate) and their qualifications. The parties recognized that, in specified circumstances, the Revised School Code enables the Board to hire and retain non-certified professionals for specified assignments on a temporary basis.

In addition to possessing the required certification for an assignment as specified above, teachers must be qualified to be appointed to or retain an assignment. For the purposes of this Agreement, bargaining unit members shall be deemed qualified if they:

- 1. have a major or minor appropriate to the subject area or grades of assignment, and
- 2. meet all applicable standards for a highly qualified teacher under the No Child Left Behind Act (hereinafter “ESEA”), and

The parties declare that it is their intent to construe, interpret and apply this Agreement to ensure full implementation of all ESEA regulations.

- C. All teachers shall be given written notice of their teaching assignments for the forthcoming year no later than the first of June, as stated in Article 9(C) of this Agreement. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted.
- D. Any instructional assignments in addition to the normal teaching schedule during the regular school year, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignment will be given to tenured teachers regularly employed in the district.
- E. In the event that the ESEA is revised, overturned, repealed, or ceases to be in existence, the parties mutually agree to bargain the impact of such on the wages, hours and/or working conditions of the bargaining unit members.

ARTICLE 29
CALENDAR

- A. Teachers' work day and work year shall be defined in the calendar attached in Schedule C. The Board and Association recognize the necessity for meeting all state regulations in regard to required number of hours of instruction. Professional development days are also defined in Schedule C.
- B. When considering whether to cancel school due to inclement weather, delayed start of the school day will be utilized whenever possible as determined by the Superintendent.
- C. When days/hours of student instruction are cancelled and must be rescheduled to provide the minimum number of days/hours of student instruction required by law, such days/hours shall be rescheduled. The Board and Association shall agree upon the dates such days/hours shall be rescheduled. If no mutual agreement is reached, the days/hours shall be made up at the end of the school year.
- D. Teachers shall receive their regular pay for days which are cancelled, but shall work on any rescheduled days with no additional compensation.

ARTICLE 30
DURATION

This Agreement shall be effective July 1, 2010 and shall terminate midnight, June 30, 2011.

For the ASSOCIATION:

For the BOARD:

President, Bargaining Team Member

President, Bargaining Team Member

Bargaining Team Member

Superintendent, Spokesperson

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

MEA UniServ Director

Bargaining Team Member

Date

Date

SCHEDULE A
Beal City
2011-2012 & 2012-2013 SALARY SCHEDULE

Step	Index	BA	3.0%	4.0%	1.75%	1.75%	1.75%
			BA+18*	MA	MA+15	MA+30	MA+45
0	1	35,156	36,211	37,659	38,318	38,989	39,671
1	1.05	36,914	38,022	39,542	40,234	40,938	41,655
2	1.10	38,672	39,832	41,425	42,150	42,888	43,638
3	1.15	40,429	41,643	43,308	44,066	44,837	45,622
4	1.20	42,187	43,453	45,191	45,982	46,787	47,605
5	1.25	43,945	45,264	47,074	47,898	48,736	49,589
6	1.30	45,703	47,074	48,957	49,813	50,686	51,572
7	1.35	47,461	48,885	50,840	51,729	52,635	53,556
8	1.40	49,218	50,695	52,723	53,645	54,585	55,539
9	1.45	50,976	52,506	54,606	55,561	56,534	57,523
10	1.50	52,734	54,317	56,489	57,477	58,484	59,507
11	1.55	54,492	56,127	58,371	59,393	60,433	61,490

For horizontal movement on the salary schedule, courses must be from an institution accredited by the Michigan Department of Education.

Year	Longevity Payment	
	<u>11-12</u>	<u>12-13</u>
13, 14, 15	1077	1077
16, 17, 18	1400	1400
19, 20, 21	1832	1832
22, 23, 24	2262	2262
25+	2693	2693

SCHEDULE B
EXTRA DUTY ASSIGNMENT

Percent of the salary schedule based on years of experience in sport/activity up to BA step 3.

A. Sport Assignments

1.	Head Fall Cheerleading Coach	7%
	Head Football Coach	12%
	Head Basketball Coach Girls	12%
	Head Basketball Coach Boys	12%
	Head Wrestling Coach	12%
	Head Cross Country Coach	8.5%
	Head Winter Cheer Coach	8.0%
	Head Baseball Coach	8.5%
	Head Softball Coach	8.5%
	Head Track Coach Girls	8.5%
	Head Track Coach Boys	8.5%
	Head Volleyball Coach	12%
	Assistant Football Coach (3)	8.0%
	J.V. Wrestling Coach	7.5%
	J.V. Volleyball Coach	7.5%
	J.V. Basketball Coach Girls	7.5%
	J.V. Basketball Coach Boys	7.5%
	J.V. Baseball Coach	5.0%
	J.V. Softball Coach	5.0%
	J.V./Asst. Fall Cheerleading Coach	4.0%
	J.V./Asst. Winter Cheer Coach	5.0%
	Freshman Basketball Coach	7.0%
	Freshman Volleyball Coach	7.0%
	Jr. High Basketball Coach Boys 7th	4.0%
	Jr. High Basketball Coach Boys 8th	4.0%
	Jr. High Basketball Coach Girls 7th	4.0%
	Jr. High Basketball Coach Girls 8th	4.0%
	Jr. High Wrestling Coach	4.0%
	Jr. High Cheerleading Coach 7th	3.0%
	Jr. High Cheerleading Coach 8th	3.0%
	Jr. High Track Coach Boys	3.0%
	Jr. High Track Coach Girls	3.0%
	Jr. High Volleyball (2)	3.0%
	Other Fall/Winter Assistant Coach	5.0%*
	Spring Sport Assistant Coach	3.5%*
	5th and 6th Basketball Program Director	1.0%

*Assistant Coach positions to be filled at the discretion of the Board. This determination shall be made annually.

Coaches/advisors who must be absent from a regular staff activity in order to fulfill Schedule B responsibilities for contests, meets, or events shall not be charged any personal time for the absence.

2. If non-bargaining unit members are hired to fill the above position, their salaries may be grouped together for a sport and divided differently if agreed to by a committee consisting of the head coach in that sport, Athletic Director, Association President, and Superintendent. It is to be understood, this is optional by the Board and no more or no less total dollars can be used to determine the non-bargaining unit members' salaries.

B. Teacher/Sponsor/Advisor Assignments

Class Sponsor Junior Class (2)	\$250.00 each {If (1), \$500 }
Class Sponsor Senior Class (2)	\$250.00 each {If (1), \$500 }
Band (Including Summer Program)	12% of base
FFA Advisor	7% of base

C. Teacher/Sponsor/Advisor Assignments

Class Sponsor 7th grade thru 10th grade	\$150.00 each class
S.A.D.D. Advisor	\$250.00
Science Olympiad Coach	\$250.00
National Honor Society Advisor	\$250.00
Student Council Advisor	\$250.00
Youth In Government Advisor	\$250.00
Close Up Advisor	\$250.00
B.P.A. Advisor	\$250.00
School Play/Musical Dramatics Arts Director	\$250.00 per production
Drama Club	\$450.00
P.T.O. Teacher Representative	\$150.00
Lunch Hour Supervision	\$15.00 per hour
Chapter I Summer School Teacher	\$15.00 per hour
	(plus one hour paid conference period)
Project Pals	\$250.00
Natural Helpers	\$250.00

- D. Any person may volunteer to assist in any extra duty program, whereby the Board can hire the person for one (1) dollar to ensure he or she is covered by the school insurance coverage. The person must first contact the superintendent to indicate his/her intentions of volunteering. The administration is prohibited from first contacting anyone to volunteer. This clause is not to be used to replace the hiring of Fall/Winter, Spring assistant coaches, but to insure proper insurance coverage for volunteers only.

Beal City Public Schools Calendar
2011-2012

August 31 & September 1	Two Teacher Professional Development days One-hour lunch both days.
September 6	First Day of School with students -Full Day
November 4	End of 1 st Marking Period A.M. Student Half Day; P.M. Teacher Work Day
November 10	No school for students – K-12 Parent Teacher Conferences 8:00 A.M. to 3:00 P.M. Lunch 11:30 A.M. to 12:30 P.M. 5:00 P.M. to 8:00 P.M.
November 15	No School - Deer Day
November 24 & 25	Thanksgiving Break
December 23- January 2	Winter Break
January 20	End of 1 st Semester A.M. Student Half Day; P.M. Teacher Work Day
February 20	President’s Day - No school
March 1	Evening K-12 Parent Teacher Conferences 5:00-8:00 P.M.
March 30	End of 3 rd Marking Period A.M. Student Half Day; P.M. Teacher Work Day
April 2-6	Spring Break -Good Friday
May 28	No School - Memorial Day Observance
June 7	Last Day of School - End of 2 nd Semester A.M. Student Half Day; P.M. Teacher Work Day

Beal City Public Schools Calendar
2012-2013

August 29 & 30	Two Teacher Professional Development days One-hour lunch both days.
September 4	First Day of School with students-Full Day
November 2	End of 1 st Marking Period A.M. Student Half Day; P.M. Teacher Work Day
November 8	No school of students – K-12 Parent Teacher Conferences 8:00 A.M. to 3:00 P.M. Lunch 11:30 A.M. to 12:30 P.M. 5:00 P.M. to 8:00 P.M.
November 15	No School - Deer Day
November 22 & 23	Thanksgiving Break
December 24- January 2	Winter Break
January 18	End of 1 st Semester A.M. Student Half Day; P.M. Teacher Work Day
March 7	Evening K-12 Parent Teacher Conferences 5:00-8:00 P.M.
March 28	End of 3 rd Marking Period A.M. Student Half Day; P.M. Teacher Work Day
March 29	No School - Good Friday
April 1-5	Spring Break
May 27	No School - Memorial Day Observance
June 7	Last Day of School - End of 2 nd Semester A.M. Student Half Day; P.M. Teacher Work Day

SCHEDULE D
GRIEVANCE REPORT FORM

Grievance # _____	Beal City School GRIEVANCE REPORT	<u>Distribution of Form</u> 1. Superintendent 2. Principal 3. Association 4. Teacher
File with Principal and Superintendent in Duplicate		
<u>Name of Grievant</u>		<u>Date Filed</u>

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

2. Contract Provision Violated _____

3. Relief Sought _____

Signature Date

C. Disposition by Principal _____

Signature of Principal Date

D. Position of Grievant and/or Association _____

Signature Date

If additional space is needed in reporting Sections B1 and 2 of Step I, attach an additional sheet

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Final Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

SCHEDULE E

TEACHER EVALUATION
MAYES ELEMENTARY SCHOOL
BEAL CITY

NAME: _____ POSITION: _____

DATE: _____

PROBATIONARY CONTRACT: yr. 1____ yr. 2____ yr. 3____ yr. 4____

TENURE CONTRACT: _____

DATES OF OBSERVATIONS: _____

ELEMENTS USED FOR OBSERVATION: (COMPETENCIES)

1. LESSON PLANS (Areas Observed)

- a. Objectives planned _____
- b. Plan relates to objectives _____
- c. Pre-assessment planned _____
- d. Formative sampling planned _____
- e. Plan for re-teaching _____
- f. Enrichment strategies _____
- g. Summary plan _____
- h. Outcome measurement _____

NARRATIVE:

2. CLASSROOM MANAGEMENT (Areas Observed)

- a. Time utilized _____
- b. Transitions _____
- c. Movement _____
- d. Tools for enhancement _____
- e. Non-verbal _____
- f. Discipline with dignity _____

NARRATIVE:

TEACHER EVALUATION-ELEM

Page 2

3. MOTIVATION OF STUDENTS (Areas Observed)

- a. Review _____
- b. Learners told objectives _____
- c. Delivery _____
- d. Participation _____
- e. Guided practice _____
- f. Reinforcement _____
- g. Summary _____

NARRATIVE:

4. CONTENT PROFICIENCY (Areas Observed)

- a. Appropriateness _____
- b. Prescribed local standards _____
- c. Up-to-date _____
- d. Expertise _____

NARRATIVE:

5. STUDENT RELATIONSHIP (Areas Observed)

- a. Corrected with dignity _____
- b. Know standards _____
- c. Provision for student talk _____
- d. Positive self-image _____
- e. Activities varied _____

NARRATIVE:

6. SCHOOL SUPPORT (Areas Observed)

- a. Extracurricular _____
- b. Extra duties _____
- c. Peer relationships _____
- d. Attend morale of group _____
- e. Parent relationships _____
- f. Community role _____
- g. Enthusiasm _____

NARRATIVE:

TEACHER EVALUATION-ELEM

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7. POLICY (Areas Observed)

- a. School regulations _____
- b. School board policy _____
- c. Attendance _____
- d. Punctuality _____
- e. Records _____
- f. Ethical _____

NARRATIVE:

DATE: _____

PRINCIPAL'S SIGNATURE _____

*TEACHER'S SIGNATURE _____

**TEACHER'S COMMENTS:

NOTE: Copies to teacher, principal, personnel file with any attachment included.

*Teacher's signature indicates that the teacher has received a copy of the evaluation form. It does not necessarily indicate agreement with the content of the evaluation.

**Additional comments may be attached.

SCHEDULE E

TEACHER EVALUATION
BEAL CITY (7 - 12 TEACHERS)

LAST NAME: _____ FIRST: _____

POSITION:

BUILDING: _____ TENURE: ____ YES ____ NO

APPRAISAL DUE DATE: ____/____/____

SUPERVISOR: _____ APPRAISER: _____

I. Description of educator's assignment for the current year:

II. Description of specific efforts made since the last evaluation to improve personal and professional effectiveness as an educator:

TEACHER EVALUATION 7-12

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III. Evaluation Criteria and Checklist:

Needs
Improvement

Meets
Expectations

A. Instructional Practices

1. Uses planning time effectively
2. Uses curriculum guide for both short and long-term planning
3. Applies current knowledge of learning process
4. Arranges to use community and school resources when appropriate
5. Develops original materials
6. Has adequate plans available for substitute use

COMMENTS: _____

B. Management

1. Pays attention to physical facilities of classroom
2. Keeps room appropriately organized and interesting
3. Maintains good classroom discipline and morale
4. Establishes efficient classroom routine
5. Effectively utilizes supplies and materials

COMMENTS: _____

	Needs Improvement	Meets Expectations
C. Ability to Instruct:		
1. Demonstrates necessary knowledge of subject area	_____	_____
2. Promotes active student participation	_____	_____
3. Communicates clearly the purpose, guidelines, and expectations of the class and its activities	_____	_____
4. Uses a variety of appropriate techniques, materials and equipment	_____	_____
5. Skillfully uses questions, discussion techniques, and activities to help students to improve their ability to solve problems and think critically	_____	_____
6. Tries new ideas; experiments with new materials	_____	_____
7. Has challenging and appropriate expectations for students	_____	_____
8. Provides frequent opportunities to check for learning	_____	_____
9. Administers a variety of evaluative devices with appropriate frequency	_____	_____
10. Establishes climate that is pleasant and conducive to learning	_____	_____

COMMENTS: _____

IV. INTERPERSONAL RELATIONSHIPS:

Needs
Improvement

Meets
Expectations

A. Students

1. Maintains student interest and attention
2. Respects dignity and worth of students
3. Uses sense of humor appropriately
4. Listens to students and shows sensitivity
5. Helps students develop positive self-concepts
6. Exhibits poise and self-control in dealing with students
7. Uses discretion when speaking about students

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMMENTS: _____

B. Parents

1. Acknowledges parental concerns and responds appropriately
2. Communicates tactfully and effectively with parents
3. Is readily available for conferences and telephone calls
4. Maintains composure in difficult situations
5. Makes positive parent contacts

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMMENTS: _____

	Needs Improvement	Meets Expectations
C. Staff		
1. Demonstrates willingness to share ideas and techniques	_____	_____
2. Works with colleagues to improve total school program	_____	_____
3. Is open to ideas of colleagues	_____	_____
4. Willingly abides by majority decisions	_____	_____
5. Uses discretion when speaking of colleagues	_____	_____

COMMENTS: _____

V. PROFESSIONALISM

A. Demonstrates enthusiasm for teaching	_____	_____
B. Shows evidence of professional growth	_____	_____
C. Improves skills through self-evaluation	_____	_____
D. Serves on committees and is involved in school functions	_____	_____
E. Follows building and district policies and procedures	_____	_____
F. Is responsible concerning attendance	_____	_____
G. Completes reports and records accurately and on time	_____	_____
H. Contributes to positive public relations	_____	_____

COMMENTS: _____

TEACHER EVALUATION 7-12

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VI. Additional Comments: _____

VII. Suggestions for improving personal effectiveness as an educator:

In the judgment of the evaluator, this employee's performance, at this time, is characterized as:

- _____ Satisfactory
- _____ Temporarily Acceptable
- _____ Unsatisfactory

DATE: _____

PRINCIPAL'S SIGNATURE _____

*TEACHER'S SIGNATURE _____

**TEACHER'S COMMENTS:

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*Teacher's signature indicates that the teacher has received a copy of the evaluation form. It does not necessarily indicate agreement with the content of the evaluation.

**Additional comments may be attached.

LETTER OF AGREEMENT

**Between
THE BOARD OF EDUCATION OF BEAL CITY PUBLIC SCHOOLS
And
THE BEAL CITY EDUCATION ASSOCIATION**

RE: EVALUATION/ PAY for PERFORMANCE

A committee will be formed after the ratification of the successor agreement to the expired 2007-2010 Agreement to assess the current evaluation system in light of the new requirements under Race to the Top legislation. This committee shall consist of three (3) representatives selected by the Association and three (3) representatives selected by the Board.

This committee shall determine whether changes to the current evaluation system are needed to satisfy the requirements of the law for assessment of student growth, what those changes should look like and how best to implement the changes. The committee will have the authority to tentatively agree to modify, by addition or deletion, the existing evaluation instrument. If a new instrument is agreed upon, the respective constituents of the parties must approve, through ratification procedures, all changes prior to implementation of the new evaluation tool. The current evaluation tool will be used until such time as the committee deems it necessary to change it.

Once this has been accomplished, the bargaining teams for the Association and the Board shall reconvene to discuss and bargain over a pay system in compliance with recently passed legislation. If the requirements no longer exist under the law, this letter of agreement shall be null and void.

For the BEAL CITY EDUCATION ASSOCIATION:

For the BEAL CITY BOARD OF EDUCATION:

President

President

MEA UniServ Director

Superintendent
Negotiations Spokesperson

Date

Date