

MASTER AGREEMENT

BETWEEN

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

and the

BEAL CITY EDUCATION ASSOCIATION

July 2019 – June 2022

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ARTICLE 1
RECOGNITION

- A. The Board of Education of the Beal City Public Schools (the "Board") recognizes the Beal City Education Association (the "BCEA" or "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 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 aides, 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 in this Agreement shall refer to all professional personnel, as defined in article 1A, represented by the Association in the bargaining or negotiating unit as above defined.

ARTICLE 2
DISTRICT RIGHTS

- A. The District retains all rights, powers and authority vested in it by the laws and Constitutions of Michigan and the United States. All Board policies, Board minutes, or powers which have been properly exercised by the Board, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board including, but not limited to, the adoption of related policies, rules, regulations, and practices, and the connected use of judgment and discretion. Any additions, subtractions or revisions to Board policy shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. The Board also 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 are limited but only as specifically limited by express provisions of this Agreement and the Michigan Public Employment Relations Act, as amended; and then, only to the extent the limitation in conforms with Michigan and federal law. Rights reserved exclusively by the District which are exercised exclusively by the District without prior negotiations with the Association either as to the taking of such action under such rights or as 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, equipment, and operations 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, transfer employees, determine the size of the work force and to lay off employees.
 4. The Board, through its agents, will determine the curriculum.
 5. 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 or related changes, the instruction of new and/or improved methods or related changes.
 6. Adopt reasonable rules and regulations.
 7. Determine the qualifications of employees.

8. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, or related divisions or subdivisions, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 9. Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies.
 10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 11. 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 stated in this Agreement.
 12. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based on lawful criteria.
- B. If an emergency manager is appointed under the Local Financial Stability and Choice Act, MCL 141.541 et seq., the emergency manager may reject, modify, or terminate this Agreement as provided in that Act.

ARTICLE 3
PROFESSIONAL GRIEVANCE PROCEDURE (SCHEDULE D)

A. Definitions:

1. A "grievance" is a claim based on 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(s) making this claim.
3. A "party in interest" is the person(s) making this claim and any person(s) who might be required to take action, or against whom action might be taken to resolve the claim.
4. The term "school days" is defined as days when school is in session during the academic year. School days shall not include winter break, snow days, spring break, or summer break unless mutually agreed on by both the Association and the Board.

B. The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to grievance. 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, except those provisions which are prohibited subjects of bargaining or requirements of state or federal law, may be processed as a grievance as hereinafter provided.
2. Before 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 attached 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) school days of such meeting and shall furnish a copy 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 designee shall meet with the Association on the grievance. The Superintendent or designee shall indicate his/her response to the grievance in writing within three (3) school days of such meeting by furnishing a copy 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 Board by filing a written copy with the Secretary or other Board designee 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 (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, 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 Board's disposition of the grievance 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. The parties shall have twenty (20) school days from the date of the Board's disposition to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, within that time limit, the Association must file a Demand for Arbitration with the American Arbitration Association within thirty (30) school days of the date of the Board's disposition. If that occurs, the arbitrator shall be selected by the American Arbitration Association according to its rules, which shall likewise govern the arbitration proceedings.

The arbitrator 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) school days from the date of the close of the same.

- a. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue submitted.
- b. 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.

- c. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.
 - d. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
 - e. The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date and shall deduct for such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time period.
 - f. The Arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
 - g. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
 - h. 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.
 - i. Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.
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. The time limits of this article shall be strictly followed, but may be extended by written agreement of both parties. If 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 that grievance before the end of the school year or as soon thereafter as possible.
10. 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 addressing 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 violation of his/her rights under this Agreement will be pursuant to the grievance procedure; provided, however, this provision does not deprive any teacher of any legal right which he/she presently has, provided that a teacher who selects to pursue any legal or statutory remedy is barred from any further or subsequent proceeding for relief 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 students in all phases of the grievance procedure.
6. 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 about whether a dispute is within the jurisdiction of any of these agencies, this dispute shall be deemed to be a threshold issue to be decided by the arbitrator subject to judicial review.

ARTICLE 4
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 agrees that its officers, representatives, members, and nonmembers shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slow down, work stoppage, boycott, picket, or other interruption of activities in the District. Failure or refusal on the part of any teacher to comply with this Article shall be cause for whatever disciplinary action deemed necessary by the Board.

ARTICLE 5
TEACHER RESPONSIBILITIES

- A. Each teacher employed by the District 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 elementary (Pre K - 5) teachers will be 7:55 a.m. and 3:05 p.m.; the arriving and leaving times for all secondary (6 - 12) teachers will be 8:00 a.m. and 3:00 p.m. On Fridays and days before 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 (1) class period before the start of the regular school day and ends one (1) class period before the end of the regular school day;
OR
2. For period 8, the teacher's school day begins one (1) class period later than the start of the regular school day and ends one (1) 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 (1) of the two (2) 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 every case, teaching during a zero period or 8th period is strictly voluntary. Every attempt will be made to offer the zero hour teacher duty free prep either the first or last hour of the day, or in conjunction with duty free lunch.

- 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 before the beginning of the students' day or at the end of the students' day. However, if the meeting is to exceed one (1) 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 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, letters, and electronic communications be used.
 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 Program Team (IEP Team) meetings within the school day. If the IEP Team 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. Teachers will earn (1) one Compensatory Day hour for every (1) one hour worked beyond the regular school day for (2) two Evening Parent Teacher conferences (3) three hours in length and a fall back-to-school open house (1) one hour in length. If the teacher is unable to attend a fall or spring evening parent / teacher 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 time will be made up. The teacher will be allowed to fulfill this obligation within a time frame mutually agreed on 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 a teacher is not able to attend the fall back-to-school open house they will not earn that (1) one hour of Compensatory time.

If the teacher does not provide the documentation on a parent-teacher communication log, (3) three hours of compensatory time will be deducted for the first or second evening conference that was missed and not made up. If a teacher has used the parent/teacher conference compensatory day before the second conference and fails to make up the conferences as described above, the (3) three hours that were 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 (1/2) the current daily substitute pay rate shall be deducted from the teacher's pay.

- G. Teachers are required to attend and walk at Graduation. Once the teachers have walked in they will be encouraged, but not required, to sit together as a staff in designated seating. Staff will be encouraged to exit together at the end of the ceremony. However, if a staff member chooses to sit somewhere else after the march they may do so.

On the student half day, built into the calendar preceding spring break, teachers will be dismissed with the students. If a teacher cannot attend Graduation, they must have preapproval from administration and they must work the afternoon preceding spring break or use (3) three hours leave time.

If a teacher then has to miss graduation, after the point mentioned above, the teacher should see Article 20 A for leave time requirements.

ARTICLE 6
SALARIES & BENEFITS (SCHEDULE A)

A. Compensation

1. Each teacher shall have the option of receiving pay on either twenty (20)/twenty-one (21) pay periods or the twenty-six (26)/twenty-seven (27) pay period basis. In years with twenty-seven (27) or twenty-one (21) pays, the Superintendent or designee will notify the Association President, at the end of the previous school year when the 409a election forms are distributed.
2. At the start of a new school year, teachers will be paid on every other Friday, starting the first or second Friday of the contract school year, based on the twenty-six (26) or twenty seven (27) pay period schedule. The teacher's salary will be paid over the contract period, only pro-rated for mid-year hires.
3. Paychecks shall be electronically transferred to the banking institute of the employee's choice, so the funds will be to the employee's bank account by Friday morning.
4. No fully certified teacher will be hired on a higher step than he/she is entitled to in this Agreement. Teachers employed by the Beal City Public Schools with ten (10) or fewer years' experience teaching outside the school system shall be paid on the salary level appropriate to their experience. Teachers with more than ten (10) years' experience teaching outside the Beal City Public Schools shall begin teaching at a salary level mutually agreed on by themselves and the Board. This agreed-on salary will not be less than that paid for ten (10) years' experience.
 - a. 2018-2019 thru 2022-2023 five (5) year sunset clause to the following Article 6A4: At which time it will revert back to seven (7) years from ten (10) years.
5. Teachers with a half years' experience entering the District 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: one-sixth (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 one-half (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 (1/6) of a full time salary for every class taught. They are still required to fulfill prep time pro-rated 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 based on a seven (7) hour day. 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 teaching service to the Beal City Public Schools, teachers shall be entitled to the following longevity pay:

Year	19-20	20-21	21-22
13,14,15	1142	1153	1165
16,17,18	1486	1501	1516
19,20,21	1944	1963	1983
22,23,24	2400	2424	2448
25+	2858	2887	2916

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

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.

10. Merit Pay, which is performance based, will be given to teachers who earn the following effectiveness ratings.

Highly Effective	= \$500
Effective	= \$250
Minimally Effective and/or Ineffective	= \$0

B. Employee Benefits

The Publicly Funded Health Insurance Contribution Act, PA 152 of 2011, which limits the District’s insurance contributions to the statutory hard cap or the 80/20 percentage. See MCL 15.564. An employee shall pay any cost that exceeds this limit, which amount shall be deducted from the employee’s compensation as permitted by Section 6 of the Act. See MCL 15.566. The “Health Insurance Cap” shall adjust at the beginning of each Medical Benefit Plan Coverage Year to the maximum hard-cap amount dictated by the Department of Treasury pursuant to the Publicly Funded Health Benefits Act

Non-health Insurance Products – If chosen, the Board shall provide vision, dental, AD&D, life, and LTD insurance coverage in the following amounts:

- 80% of the premiums for Vision and Dental
- 100% of the premiums for AD&D, Life, and LTD

The plan(s) chosen shall be:

PAK A:

MESSA CHOICES II

The drug card shall be the \$2/\$10/\$20/\$40 Rx card
\$10/\$25/\$50 Copay Office Visit/Urgent Care/Emergency Room
\$300/\$600 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: January 1 through December 31

PAK 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: January 1 through December 31

PAK C MESSA ABC 1:

ABC deductible will be set by MESSA plan document yearly
\$2/\$10/\$20/\$40 Saver Rx card after deductible met
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: January 1 through December 31

2. To the extent allowed by law, the Health Insurance Cap shall first be applied to Board mandated reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any other payment required to be accounted for pursuant to the Publicly Funded Health Benefits Act, MCL 15.561 et seq., then second to premium payments; however, premium payments shall not drop below the level necessary to comply with the Affordable Care Act, (ACA). If premium payments drop below the level necessary to comply with the ACA, Board funded contributions to all other items shall be reduced in an amount necessary to allow premium payments to comply with the ACA, but not to exceed the Health Insurance Cap when combined with all other Board-funded health insurance items.
3. The District cannot fund the employee's HSA due to Publicly Funded Health Insurance Contribution Act. PA 152 of 2011 MCL 15.561 et seq. Employees may elect to fund, or not to fund their HSA on a monthly basis.
4. The plan(s) listed above, shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA), the IRS Code, State and Federal law, and the Publicly Funded Health Benefits Act, MCL 15.561 et seq.; including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board, after consultation with the Association, is specifically authorized to make any adjustments to this Article necessary to fully comply with the, Publicly Funded Health Benefits Act, MCL 15.561 et seq., including to avoid any penalties, taxes, or other liabilities chargeable to the Board. Any adjustment shall be the minimal necessary to comply with the law and shall be subject to the grievance procedure to determine whether the board made the minimum necessary change to comply with the law.
5. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted (which shall be deducted monthly throughout the year (payable bi-weekly)) or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month before the date at which the payment becomes due. Failure of an employee to pay his/her portion of the costs shall alleviate the Board of any duty to pay insurance contributions, for that month.

6. Employees who have access to another employee's Board-funded insurance shall not be eligible for separate Board-provided health insurance, but may instead elect cash-in-lieu benefits plus PAK B (80% Board funded contribution towards dental and vision insurance products and 100% Board-funded contribution toward AD&D, life, and LTD). Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's Board-funded insurance, but have dependents of their own. Those individuals may take separate Board funded insurance. During open enrollment an employee electing health care coverage will sign a statement that he/she is complying with this paragraph.
7. Unless otherwise noted within this Agreement, or as required by law or regulation (including the FMLA), employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days unless the employee: (1) works at least one (1) day during the month; and, (2) the reason for the unpaid day is directly related to an illness or injury which would otherwise qualify as an FMLA or ADA qualifying event.
8. Employees who are eligible for Board paid insurance contributions under this Article may instead elect to receive cash-in-lieu of health benefits (less applicable taxes) plus PAK B (80% Board-funded contribution towards dental and vision insurance products and 100% Board-funded contribution toward AD&D, life, and LTD) on the conditions that: (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The cash-in-lieu payment shall be Three Hundred Dollars (\$300) per eligible month. The Employee may direct all or a portion of the above amount to a tax-deferred annuity approved by the Board through a separate written voluntary and elective contribution, as allowed by law or regulation. The tax-deferred annuities approved by the Board shall include an MEA Financial product to the extent allowed by law, so long as there is no additional cost to the District.
9. Employees have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within thirty-one (31) days of any termination of their employment status.
10. To the extent permitted by law or regulation (including the FMLA), and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or by law or regulation, or if the Employee completes the full school year of service to the Board, at which time the Employee shall receive insurance coverage in July and August so long as the Employee pays their portion of the costs.
11. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, VEBA or third-party administrator shall be controlling as to all matters about benefits,

eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all employee forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual until that form is completed. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability as to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it, or to properly prepare forms it is obligated to prepare for insurance election/coverage purposes.

12. Changes in family status shall be reported by the employee to the Board within thirty (30) days of such change. The employee shall be responsible for any overpayments made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.
13. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1st day of eligible employment. Those employees opting to take cash-in-lieu or who are excluded pursuant to Subsection 6 shall not be eligible for separate Board-paid health insurance contributions, but must participate in all other insurance products if full unit participation is required by the insurance carrier, and must pay any additional amounts above the Board contribution toward non-health insurance products. An Employee shall be eligible for Board-paid insurance contributions (up to the maximum amounts allowed in this article) or cash-in-lieu if the employee is employed on a full-time basis as defined by the ACA (currently thirty (30) hours per week). Those working less than thirty (30) hours per week shall be offered pro-rated insurance benefits based on their percent of the full-time work schedule.
14. The "medical benefit plan coverage year" shall run from January 1 to December 31.
15. 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 Disability Compensation Act.
16. Requests for payments of expenses, salary, etc. shall be submitted for reimbursement, with bills provided, before 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.
17. Any requests for teacher reimbursement of expenses must receive verbal approval from their immediate supervisor before incurring the actual expense occurring.
18. The expenses a teacher incurs when using a personal vehicle for school business must be approved in advance and in writing, to receive reimbursement. The rate of reimbursement shall be limited to the IRS rate.

ARTICLE 7
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 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 on the rate of compensation.
- C. 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 forty dollars (\$40) for facilitating one (1) hour of a staff meeting or sixty dollars (\$60) for facilitating a two (2) 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 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 on 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.

- D. The following provisions shall apply to Schedule B positions:
 - 1. 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.
 - 2. Bargaining unit members shall receive the following amounts for each consecutive year of experience coaching 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

3. Bargaining unit members shall receive the following amounts for each consecutive year of experience as a teacher/sponsor/advisor in that identical activity/club/class in the Beal City Public Schools:

<u>Years of Experience</u>	<u>Amount</u>
3-4	\$50
5 or more	\$100

4. 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 8
TEACHING MATERIALS

- A. The District shall be obligated to provide sufficient basic textbooks to ensure that each student in a classroom has textbooks for his/her own use before the start of the school year. Teachers may, and are encouraged to, write grants to supplement resources but are not required to do so to receive the necessary materials, textbooks, and resources for his/her classroom which are provided by the District or in the case of textbooks approved by the Board.
- B. Before 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 about the proposed changes or selections. The Team will examine the text and determine if the text is outdated or inadequate. If, by a two-thirds (2/3) majority of the members present, the materials are determined outdated or inadequate by the District School Improvement Team, a recommendation for replacement(s) will be made to the Board. It will also be a duty of that 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 thirty (30) days before the beginning date of school; order forms will be distributed to the faculty thirty (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 sufficient materials to: visualize subject being taught, provide proper testing, grade and record student progress.
 - 1. Requisition forms must be completed by the requisitioning teacher and signed, then turned over to the Superintendent for approval.
 - 2. The Superintendent will not change or reject without notification and consultation with requesting teacher.
 - 3. 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, that 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 9
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 used 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.

- C. 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
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 instill an appreciation for the values of individuality and a love of learning. It is recognized that these democratic values can be transmitted in an atmosphere where censorship and artificial restraints may be placed upon teaching, inquiry and learning. Academic freedom, creativity and appropriate lesson planning by teachers is encouraged to inspire critical thinking, decision making, and problem-solving.

- B. Freedom of individual expression will be encouraged and procedures will be developed to safeguard the legitimate interest of the schools and our democratic society.

- C. Staff will work within their departments and grade level teams to identify controversial topics and materials, and consult with the building principal to develop curriculum consistent with state and community standards and ensure freedom of individual expression.

- D. The Association and its teachers will 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 11
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 (1) teaching desk and chair which will not be shared by other teachers.
 3. Each teacher will have assigned one (1) 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 using the work order system. Proper action will be taken if at all possible.
- D. 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 12
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. The teacher will be notified of any material placed in their personnel file, according to Bullard-Plawecki Employee Right to Know Act, PA 379 of 1978. The teacher may submit a written notation regarding any material contained in the personnel file and the same shall be attached to the file copy of the material in question as allowed pursuant to the Bullard-Plawecki Employee Right to Know Act. If the teacher is asked to sign material placed in his/her file, that signature shall be understood to indicate his/her awareness of the material but in no instance will that signature be interpreted to mean agreement with the content of the material.
- D. Any complaint, excluding those which implicate discipline or discharge about a teacher by a parent, student, administrator or other person will be called to the attention of the teacher within five (5) school days, unless that notice would interfere with the investigation of the complaint.

ARTICLE 13
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 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. If it is impossible to secure a substitute, teachers with time available will be asked to teach at a rate of thirty dollars (\$30) per hour. Time will be calculated to the nearest five (5) minutes based on time worked, not start and stop time.
 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 (1) copy will be given to the administrator, and the second copy placed in the teacher's mailbox.

ARTICLE 14
TEACHER WORK LOAD

- A. The secondary school day can consist of six (6) class periods, none of which will be longer than fifty six (56) minutes nor shorter than forty (40) minutes, or a school day can consist of full block classes, none of which will be longer than eighty eight (88) minutes nor shorter than seventy nine (79) minutes and half-block classes, none of which will be longer than forty five (45) minutes nor shorter than forty four (44) minutes. A full-time teacher's total instructional time may range from a maximum of two hundred seventy (270) minutes to a minimum of two hundred fifty nine (259) minutes. The secondary school day may also consist of seven (7) class periods, none of which will be longer than fifty six (56) minutes nor shorter than fifty (50) minutes. In the seven (7)-period format, a full-time teacher's total instructional time may range from a maximum of three hundred twelve (312) minutes to a minimum of three hundred (300) minutes. 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.

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 thirty (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 nineteen (19) minute afternoon recess will take place ninety (90) of the one hundred eighty (180) student calendar days each year. During the ninety (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 twenty dollars (\$20) per hour. During the ninety (90) days that recess is replaced with direct instruction, each elementary teacher's preparation time will be two hundred ninety (290) minutes per week. The ninety (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 (1) full block class or two (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 Board, under certain circumstances, may offer an experienced teacher an extra class period. In exchange for this extra class period, one fifth (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 one third (1/3) of the teacher's current salary. A teacher teaching a half (1/2) block class will be paid one sixth (1/6) of the teacher's current salary. For the seven (7)-period day, a teacher will be paid one sixth (1/6) of the teacher's current salary for the additional class.
- D. The District will pay teachers twenty dollars (\$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 (6-12) 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 (5th) prep and neither the Association nor the administration see an alternative to assigning the fifth (5th) prep, the teacher shall be paid a stipend of one thousand eight hundred dollars (\$1,800) for the year or nine hundred dollars (\$900) for the semester.

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

ARTICLE 15
CLASS SIZES

A. Because the student-teacher ratio is an important aspect of an effective education program, 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.

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

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

Under no condition may the class size in grades K - 5 exceed thirty five (35) students.

In the event that the aide is absent without a substitute, the teacher's lost aide time shall be compensated at thirty dollars (\$30) per hour.

In the event the maximum class size listed above is exceeded by one (1) or two (2) students, the District shall provide an adult aide for a minimum of thirty (30) minutes per day student exceeding maximum class size. (see chart below)

In the event the maximum class size listed above is exceeded by three (3) or four (4) students, the District shall provide an adult aide for a minimum of one (1) hour per day per student exceeding maximum class size. (see chart below)

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

Where multiple sections exist, the District will make an effort to place students in the class with the lowest number of students in consultation with the Administration and the Association.

<u>Over Max</u>	<u>Students</u>	<u>Adult Aide Time</u>
1	26	30 minutes
2	27	1 hour
3	28	2 hours
4	29	3 hours
5	30	4 hours
6	31	Full day

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. Half (1/2) of BA0 divided by the class maximum.

K & 1 BA0 = \$37,317/ 2 periods divided by 25 students maximum = \$746.34 per student over the maximum per semester.

2nd & 3rd & Combination Grades BA0 = \$37,317 / 2 Periods divided by 27 student maximum = \$691.06 per student over the maximum per semester.

4th & 5th Grades BA0 = \$37,317 / 2 Periods divided by 30 student maximum = \$621.95 per student over the maximum per semester.

C.	<u>Secondary Schools</u>	OPTIMUM	MAXIMUM
	9 th – 12 th English	25 students	28 students
	6 th , 7 th & 8 th English	25 students	32 students
	6 th – 12 th Social Studies	25 students	32 students
	6 th – 12 th Mathematics	25 students	32 students
	9 th – 12 th Science	20 students	30 students
	6 th , 7 th & 8 th Science	20 students	32 students
	Language	20 students	32 students
	Business	25 students	32 students
	General Education	25 students	32 students
	Speech / Communications	20 students	28 students
	Business Services Technology	20 students	30 students
	Industrial Arts	15 students	24 students
	Homemaking	20 students	28 students
	Vocational Agriculture	15 students	25 students
	Co-ed physical Education	36 students	40 students
	Special Reading Classes (K-12)	15 students	20 students
	Non-Performing Art		
	(Music Elective, Art, Art His)	25 students	32 students
	Performing Art		
	(Drama, Band, Choir)	No limits	No limits

See Article 15 E. for additional limitations to class size/overloads.

D. In implementing the class sizes listed in Sections B and C of this article, the first six (6) certified special education and/or Section 504 students assigned to a class shall be counted as one (1) student. Each certified special education and/or Section 504 student above six (6) students assigned to a class shall be counted as one and a half (1 ½) membership on the class size maximum. If the membership number ends up as a half (½) the membership of that class shall be rounded up to the nearest whole number. For example; If thirty-two and half (32.5) is the class membership then the class membership will be thirty-three (33). This subsection shall not operate in a manner which violates State or Federal law.

E. Under normal circumstances, every effort will be made to not exceed the maximum class size at the secondary level (6 - 12). However, in the event the District has to exceed the maximum class size in grades (6 – 12) the secondary teacher will be paid according to the *examples below. Secondary class size may be exceeded by no more than five (5) with no class to exceed thirty-five (35) students, (excluding physical education and Performing Arts), as mentioned above. Where multiple sections exist, the district will make an effort to place students in the class with the lowest number of students in consultation with Administration and the Association.

*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. One sixth (1/6) of (BA0) divided by the class maximum.

*For illustration purposes: Social Studies (BA0) $\$37,317 \div 6 \text{ periods} \div 32 \text{ students} = \$194 \text{ per student over the maximum per semester.}$

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 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 District shall provide, whenever possible, release time, registration fees, tuition, meals, and mileage.

ARTICLE 16
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, teachers will continue to:
1. Commit themselves to firm but fair discipline techniques.
 2. Monitor student activities around their classroom and activities during the school day.
 3. If 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 17
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 as 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 primary responsibility for addressing the special needs of children outside the scope of the teacher's certification and expertise. Whenever it appears that a particular student 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 as to such student.

- B. 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 on the child's desirable characteristics. A teacher may use such force as is reasonable to protect him or herself from attack or to prevent injury to another student. Revised School Code §1312 prohibits "corporal punishment" but permits the use of "reasonable physical force upon a pupil as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning." Reasonable physical force, however, is limited to the six (6) circumstances identified in the statute. MCL 380.1312

- C. After a teacher, parent, principal conference, a teacher may exclude a student from one (1) 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. Suspending a student 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 Board or designee makes the final decision whether a student is expelled or not from school.

- E. Any case of assault on a teacher shall be promptly reported to the District or the Superintendent. At the teacher's written request, 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. Time lost by a teacher in connection with a school-related assault shall not be charged against the teacher for a maximum of twelve (12) months. If the teacher's assault-related injury qualifies for Worker's Compensation, the District will pay the difference between the allowance under the worker's compensation allowance and the teacher's regular wage.

If the teacher is off for more than twelve (12) months, the provisions of “Workers’ Compensation” specified under Article 20 will apply.

- G. The District will reimburse costs for any teacher’s loss, damage, or destruction of clothing or personal property while the teacher is 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 of reimbursement. This reimbursement shall not apply to claims under ten dollars (\$10) for each item and will cover up to, but not greater than one thousand dollars (\$1,000).
- H. The Board, teachers, and administration will use the school improvement process to discuss and develop student discipline procedures.

ARTICLE 18
SENIORITY

- A. "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 District has been terminated due to a resignation or retirement; 2) A teacher has been more than three (3) years on layoff due to a necessary reduction in personnel (two (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 ten (10) working days (five (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, and/or 7) A teacher takes a job in another school district without a contractual leave.

1. For 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 state or federal laws.
- B. The Board shall prepare and present to the association president or an association board member a current seniority list with the member and nonmember teacher's salary, before December 15th of each year. The seniority list shall also contain information for the employee's certification. The Association shall have thirty (30) days to object to the list. Any objection must be in writing.
- C. 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 in the teacher's on-file certification.
- D. It shall be the responsibility of the teacher to keep the Board informed of his/her current address.
- E. 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 on this provision.

ARTICLE 19
RETIREMENT

- A. Any retirement incentives and/or monetary recognition are contingent on the teacher completing the academic school year in which they retire (August 1st thru June 30th).
- B. Any retirement incentive will be contributed to a 403(b) if the retiree is eligible to make distributions free of IRS early withdrawal penalties. Any employee who is not eligible for distributions free of IRS early withdrawal penalties will be paid their retirement incentives through payroll. The employee must establish a 403(b) account prior to separation of service and shall maintain the 403(b) account until all non-elective employer contributions have been made or the employee will forfeit this benefit. Employer payments to the 403(b) plan by the District, will be paid for Article 19 C, D and E incentives, Unused Personal Leave and the Unused Sick Leave payout in Article 20 (B4). Payment for an eligible beneficiary of a deceased retiree will be paid directly to their legal heir through an IRS compliant distribution via 1099-MISC and not into a 403b account. Personal leave, Sick Leave and the four (4) % retirement incentive must be distributed by September 30th at the end of the school year in which the teacher retires. The Retirement Incentives in Article 19 C and D will be paid per the schedule below.

- C. Retirement Incentive - If a teacher retires from Beal City Public Schools at the end of the school year during which he/she becomes eligible for full benefits and he/she is eligible for full benefits under the Michigan Public Schools Retirement System 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.

Any teacher who teaches beyond the year in which he/she first becomes eligible for full retirement benefits shall not receive the \$9,000.

- D. Delayed Retirement Incentive-Teachers may choose to delay their retirement and the Retirement Incentive and choose the Delayed Retirement Incentive. Any teacher who teaches beyond the year in which he/she first becomes eligible for full retirement benefits shall receive a cash payout for each additional year of service to Beal City Public Schools up to \$6,000.00. The payments will be distributed equally over 3 years as described below.

Retirement Eligibility +1 full school year of service =	\$1000.00
Retirement Eligibility +2 full school years of service =	\$2000.00
Retirement Eligibility +3 full school years of service =	\$3000.00

2018-2019 thru 2022-2023 five year sunset clause to Article 19 D.

- E. In recognition of services to the District, a teacher upon retiring from the District will receive four (4) % of the teacher's current annual salary, provided the teacher has been employed in the District for at least ten (10) years.
- F. If a retired teacher dies before 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 20
LEAVES

A. PERSONAL AND ASSOCIATION LEAVE

To be consistent with per diem rate calculations, all types of leave time will be calculated on a seven (7) hour day basis. Rounding of personal and sick leave time used will start at the nearest five (5) minutes. Comp time must be used in a minimum of one (1) hour increments.

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.

If a teacher uses sick time, then that person is sick all day and should not attend anything before, during or after school hours unless they have a doctor's note. The teacher will only be charged seven (7) hours of sick time for the entire school day. If a teacher uses comp time, personal time, or unpaid leave then the teacher is expected to attend a staff meeting, PTCs graduation, or open house, so if they do not attend then they will be charged additional leave time. See chart below. If the teacher is at school during the day and then does not attend a staff meeting, PTC, graduation or open house then they will be charged additional leave time. See chart below.

Two	(2) hours for staff meeting
Three	(3) hours for PTC
Three	(3) hours for graduation
One	(1) hour for Open House

If a staff meeting is rescheduled due to "Act of God" and a teacher has to miss that rescheduled staff meeting no leave time will be deducted if a teacher is unable to attend. 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.

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 (5) 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

- a. Comp time will be earned for two (2) evening parent/teacher conferences three (3) hours each and a fall back to school open house one (1) hour in length. This may be used in one (1) hour increments.
- b. PTC/open house comp time earned each year that is not used will be paid out at a rate of twenty dollars (\$20) per hour on the last pay of June each year.
- c. Any Subbing comp time earned prior to the start of the 2019-2020 contract will remain available to the employee for a duration of the two (2) years. At the end 2020-2021 contract year any Subbing comp time not used from the prior contract will be paid out at a rate of twenty dollars (\$20) per hour on the last pay of June 2021. Article 20 (A2c) will be eliminated at the end of this contract.

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 (2) 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 (6) weeks before 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 forty-eight (48) hours notice of his/her intention to use personal leave or comp time except for an emergency.

4. Association Leave

The Association shall be granted four (4) 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 using the Association day. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time per MCL 38.1371(6). The Association days shall be used in a manner that benefits all bargaining unit members.

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 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 (10) days of sick leave for illness in the immediate family. These ten (10) 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, step-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 zero to one (0-1) day shall be paid three hundred dollars (\$300); a teacher using more than one (1) but no more than two (2) days shall be paid one hundred fifty dollars (\$150).

Unused sick days are paid at fifty (50) % of sub rate times the number of unused days up to a maximum of one hundred (100) days; ten (10) years of service as a teacher in the Beal City Public Schools are necessary to qualify. Teachers may choose to donate, unmatched, up to sixty (60) days of unused sick days to the sick bank before retiring. Sick day reimbursement will only occur for those completing the school year in which they retire. See Article 19.

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 (1) 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 (10) days each of their accumulated sick days to the sick bank.
 - 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 (2) Board appointed members, two (2) 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 (4) 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 (2) 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 ninety (90) teacher work days may be granted per appeal from the sick bank. This ninety (90) day limitation begins when a teacher makes application for the sick leave bank. A teacher must wait five

(5) days without pay before making his/her second appeal to the sick leave bank. A limit of two (2) appeals can be made in one (1) 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 (2) 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 (1) year will be granted for health reasons. The one (1) year time will begin after the teacher has exhausted his/her own sick leave days, personal days and approved sick leave bank days.
- J. Robert's Rules of Order are to be used during Sick Bank deliberations.

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. In the event of miscarriage before the start of maternity leave, the sick leave provision of this Agreement shall apply.
 - b. 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.
 - c. 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.
 - d. The teacher's own accrued sick leave days shall be used for the length of the absence. (See also the sick leave bank provisions.) Disability 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.

- e. 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 (12) 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 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 about 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 (5) consecutive days or fewer.

F. WORKER'S 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 a period of twelve (12) months. The portion paid by the Board shall be charged against the employee's 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. Spouse, parent, step-parent, sibling, children, step-children, grandchildren or other family members listed in 2. and 3. below who reside in the teacher's home – five (5) days.
2. Father-in-law, mother-in-law, brother-in-law, sister-in-law – three (3) days.
3. Grandparents – two (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 (1) day; such a one (1) day leave would be deducted from the teacher's sick leave.

H. UNIFORMED SERVICES LEAVE

1. Uniformed services 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 uniformed services of the United States.
2. A probationary teacher returning to employment from the uniformed services shall be regarded as retaining the period of probationary service achieved before this military leave.
3. Employees on uniformed services 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 District.

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 before 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. There shall be no loss of tenure rights or decrease of step on the pay scale.
4. 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 District by the Board and the Association.

ARTICLE 21
DISTRICT SCHOOL IMPROVEMENT TEAM &
BUILDING SCHOOL IMPROVEMENT TEAMS

- A. A District School Improvement Team (DSIT) shall consist of all Stakeholders throughout the School District.
- 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 (1) location.

Building School Improvement Teams and the District School Improvement Team established pursuant to the Elementary and Secondary Education Act 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 District or Building School Improvement Team is voluntary. Building School Improvement teams will have no more than five (5) paid staff members led by the building principal. Building School Improvement teams will meet no less than five (5) times a year and no more than ten (10) times a year for no more than two (2) hours a meeting. These meetings will take place outside the regular school day Staff members who are designated members of the District and/or Building School Improvement teams will be compensated according to Article 14 Subsection D. All District and Building School Improvement team meetings are open to all staff to either provide input or bring a school improvement initiative forward.

The teacher representatives on each building school improvement team shall be selected by the teachers and principal in their respective buildings. This process will be voluntary in nature by asking representative groups mentioned above for membership on the School Improvement team. If that membership list is longer than the allocated number of spots the Association will elect members from those representative groups by June 1st of the school year before service. All representatives shall be elected for a one (1) year term.

All meetings shall be open to all staff and announced in advance. All School Improvement meeting 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.

A teacher desiring to make suggestions regarding the Master Class schedule for the subsequent school year may do so by submitting written suggestions to their building principal no later than March 15th. The district will make every attempt to provide a copy of the proposed class schedule for the subsequent school year by April 15th. Teachers at that point may make written suggestions for modifications in the schedule to the building principal no later than May 15th. A teacher may request a response from Administration to their suggestions.

Administration shall offer teachers the opportunity to have input about courses of study, textbooks, curriculum, student assessment and evaluation, mission, and educational goals of the District.

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 before any implementation of the decisions.

ARTICLE 22
ELEMENTARY & SECONDARY EDUCATION ACT

- A. If 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, unless that bargaining subject is a prohibited bargaining subject.

ARTICLE 23
CALENDAR (SCHEDULE C)

- 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 used whenever possible as determined by the Superintendent.
- C. When days/hours of student instruction are delayed or 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 on 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 delayed or cancelled, but shall work on any rescheduled days with no additional compensation.

ARTICLE 24
DURATION

This Agreement shall be effective on ratification by both parties and shall terminate midnight, June 30, 2022.

If any bargaining unit staff are hired who are not subject to the Teachers' Tenure Act, the parties recognize that said non-tenurable (non-teacher certified) bargaining unit staff are eligible for expanded subjects of bargaining and both parties agree to meet and determine the items which must be bargained to this Agreement specifically for those staff members.

For the ASSOCIATION:


President, Bargaining Team Member

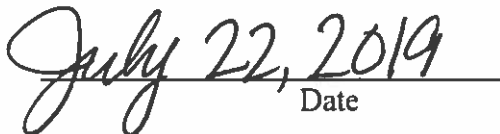

Bargaining Team Member


Bargaining Team Member


Bargaining Team Member

Bargaining Team Member


MEA UniServ Director


Date

For the BOARD:


President, Bargaining Team Member


Superintendent, Spokesperson


Bargaining Team Member


Bargaining Team Member


Bargaining Team Member

Bargaining Team Member


Date

SCHEDULE A
BEAL CITY PUBLIC SCHOOLS SALARY SCALE
2019-2020

There shall be Two Percent (2%) on schedule salary increase for the 2019-2020 school year with steps and lanes awarded. There shall be One Percent (1%) on schedule increase with steps and lanes awarded for the 2020-2021 school year. There shall be One Percent (1%) on schedule salary increase for the 2021-2022 school year with steps and lanes awarded.

2.00%	Over the 2018-2019 salary schedule							
Base =	37,317							
				3.00%	4.00%	1.75%	1.75%	1.75%
	Step	Index	BA	BA+18	MA	MA+15	MA+30	MA+45
	0		37,317	38,437	39,974	40,674	41,385	42,110
	1	1.05	39,183	40,358	41,973	42,707	43,455	44,215
	2	1.10	41,049	42,280	43,971	44,741	45,524	46,320
	3	1.15	42,915	44,202	45,970	46,775	47,593	48,426
	4	1.20	44,780	46,124	47,969	48,808	49,662	50,531
	5	1.25	46,646	48,046	49,967	50,842	51,732	52,637
	6	1.30	48,512	49,967	51,966	52,876	53,801	54,742
	7	1.35	50,378	51,889	53,965	54,909	55,870	56,848
	8	1.40	52,244	53,811	55,964	56,943	57,939	58,953
	9	1.45	54,110	55,733	57,962	58,977	60,009	61,059
	10	1.50	55,976	57,655	59,961	61,010	62,078	63,164
	11	1.55	57,841	59,577	61,960	63,044	64,147	65,270

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

SCHEDULE A
BEAL CITY PUBLIC SCHOOLS SALARY SCALE
2020-2021

There shall be Two Percent (2%) on schedule salary increase for the 2019-2020 school year with steps and lanes awarded. There shall be One Percent (1%) on schedule increase with steps and lanes awarded for the 2020-2021 school year. There shall be One Percent (1%) on schedule salary increase for the 2021-2022 school year with steps and lanes awarded.

1.00%	Over the 2019-2020 salary schedule							
Base =	37,690							
				3.00%	4.00%	1.75%	1.75%	1.75%
	Step	Index	BA	BA+18	MA	MA+15	MA+30	MA+45
	0		37,690	38,821	40,374	41,081	41,800	42,532
	1	1.05	39,575	40,762	42,392	43,134	43,889	44,657
	2	1.10	41,459	42,703	44,411	45,188	45,979	46,784
	3	1.15	43,344	44,644	46,430	47,243	48,070	48,911
	4	1.20	45,228	46,585	48,448	49,296	50,159	51,037
	5	1.25	47,113	48,526	50,467	51,350	52,249	53,163
	6	1.30	48,997	50,467	52,486	53,405	54,340	55,291
	7	1.35	50,882	52,408	54,504	55,458	56,429	57,417
	8	1.40	52,766	54,349	56,523	57,512	58,518	59,542
	9	1.45	54,651	56,291	58,543	59,568	60,610	61,671
	10	1.50	56,535	58,231	60,560	61,620	62,698	63,795
	11	1.55	58,420	60,173	62,580	63,675	64,789	65,923

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

SCHEDULE A
BEAL CITY PUBLIC SCHOOLS SALARY SCALE
2021-2022

There shall be Two Percent (2%) on schedule salary increase for the 2019-2020 school year with steps and lanes awarded. There shall be One Percent (1%) on schedule increase with steps and lanes awarded for the 2020-2021 school year. There shall be One Percent (1%) on schedule salary increase for the 2021-2022 school year with steps and lanes awarded.

1.00%	Over the 2020-2021 salary schedule							
Base =	38,066							
				3.00%	4.00%	1.75%	1.75%	1.75%
	Step	Index	BA	BA+18	MA	MA+15	MA+30	MA+45
	0		38,066	39,208	40,776	41,490	42,216	42,955
	1	1.05	39,969	41,168	42,815	43,564	44,326	45,102
	2	1.10	41,873	43,129	44,854	45,639	46,438	47,251
	3	1.15	43,776	45,089	46,893	47,714	48,549	49,399
	4	1.20	45,679	47,049	48,931	49,787	50,658	51,545
	5	1.25	47,583	49,010	50,970	51,862	52,770	53,693
	6	1.30	49,486	50,971	53,010	53,938	54,882	55,842
	7	1.35	51,389	52,931	55,048	56,011	56,991	57,988
	8	1.40	53,292	54,891	57,087	58,086	59,103	60,137
	9	1.45	55,196	56,852	59,126	60,161	61,214	62,285
	10	1.50	57,099	58,812	61,164	62,234	63,323	64,431
	11	1.55	59,002	60,772	63,203	64,309	65,434	66,579

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

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 Sideline Cheerleading Coach	7.0%
	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 Sideline Cheerleading 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 Sideline Cheerleading Coach	4.0%
	J.V./Asst. Winter Sideline Cheerleading Coach	5.0%
	Freshman Basketball Coach Boys	7.0%
	Freshman Volleyball Coach	7.0%
	Jr. High Basketball Coach Boys (2)	4.0%
	Jr. High Basketball Coach Girls (2)	4.0%
	Jr. High Wrestling Coach	4.0%
	Jr. High Cheerleading Coach (2)	3.0%
	Jr. High Track Coach Boys	3.0%
	Jr. High Track Coach Girls	3.0%
	Jr. High Volleyball (2)	3.0%
	Fall/Winter Sport 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.

B. Teacher/Sponsor/Advisor Assignments

Mentor	Mentee year 1- \$400.00 Mentee year 2- \$300.00 Mentee year 3 -\$200.00 Mentee year 4 -\$100.00
Class Sponsor Junior Class (2)	\$300.00 each {If (1), \$ 600}
Class Sponsor Senior Class (2)	\$300.00 each {If (1), \$ 600}
Band (Including Summer Program)	12% of base
FFA Advisor	10% of base
*Class Sponsor 6th grade thru 10th grade	\$250.00 each class
S.A.D.D. Advisor	\$300.00
Science Olympiad Coach	\$300.00
National Honor Society Advisor	\$300.00
Secondary Student Council Advisor	\$600.00
Jr. High School Student Council Advisor	\$250.00
Elementary Student Council Advisor	\$150.00
High School Youth in Government Advisor	\$300.00
Jr. High School Youth in Government Advisor	\$200.00
#Secondary Robotics Advisor	\$300.00
#Jr. High School Robotics Advisor	\$300.00
#Elementary Robotics Advisor	\$300.00
Close Up Advisor	\$300.00
B.P.A. Advisor	\$300.00
School Play/Musical Dramatics Arts Director	\$250.00 per production
Drama Club	\$450.00
P.T.O. Teacher Representative	\$200.00
Lunch Hour Supervision	\$20.00 per hour
Credit Recovery Teacher	\$30.00 per hour
Project Pals	\$300.00
Natural Helpers	\$300.00
Social Studies Olympiad Coach	\$300.00
German Links (Active Trip Years)	\$500.00 or One trip ticket
(Non-Trip Years)	\$250.00
Spanish Club (Active Trip Years)	\$500.00 or One trip ticket
(Non-Trip Years)	\$250.00
Detention Supervisor	\$20.00 per hour

*Class Advisors rotate with class (Article 7 Subsection D3)

As long as the district receives the Robotics Advisors stipend grant it will be split equally between the Advisors. If the district does not receive the Robotics Advisors stipend grant the above stipend will be paid.

- C. Any person may volunteer to assist in any extra-duty program, whereby the Board can hire the person for one dollar (\$1) to ensure he or she is covered by the school insurance coverage. This clause is not to be used to replace the hiring of Fall/Winter, Spring assistant coaches, but to ensure proper insurance coverage for volunteers only.

Schedule C
Calendar 2019-2020

August 19 – 23	Elementary & Secondary Open House (TBD)
August 21 & 22	Two Teacher Professional Development days One-hour lunch both days.
August 26	First Student Day - Full day.
August 30	No school
September 2	Labor Day
October 15	Evening conferences 5-8 P.M.
October 17	Half-day students, conferences 1-3 & 5-8 P.M.
October 18	No school
October 25	End of 1st Marking Period
November 4	Teacher PD, students off.
November 15	No school - Deer Day
November 28 & 29	Thanksgiving Break
Dec. 23-Jan. 3	Winter Break
January 16	Exams, Student half-day.
January 17	End of Semester, Student half-day.
February 17	No school - Presidents' Day
March 26	End of 3rd Marking Period, half-day teacher & student.
March 27-Apr.3	Spring Break
April 6	No school, Snow-day make up.
April 10	Good Friday - No School
May 22	No school, Snow-day make up.
May 25	Memorial Day Observance - No School.
June 9	Exams, Student half-day.
June 10	End of Semester A.M. half-day students; P.M. Teacher work day.
180 Student days	183 Teacher days

Schedule C
Calendar 2020-2021

August 20 - 25 August 24 & 25	Elementary & Secondary Open House (TBD) Two Teacher Professional Development days One-hour lunch both days.
August 26	First Student Day - Full day.
September 4 September 7	No school Labor Day
October 13 October 15 October 16 October 30	Evening conferences, 5-8 P.M. Students half-day, Conferences 1-3 & 5-8 P.M. No school End of 1st Marking Period
November 2-6 November 26 & 27	One Teacher PD day, students off. (TBD) Thanksgiving Break
Dec. 21-Jan. 1 January 14 January 15	Winter Break Exams, Student half-day. End of Semester, student half-day.
February 15	No school - Presidents' Day
March 25 March 26-Apr.2	End of 3rd Marking Period, teacher & student half-day. Spring Break
April 5	No school, snow-day make up.
May 28 May 31	No school, snow-day make up. Memorial Day Observance - No School
June 8 June 9	Exams, Student half-day. End of Semester A.M. half-day students; P.M. Teacher work day.
180 Student days	183 Teacher days

Schedule C
Calendar 2021-2022

August 19 - 24 August 23 & 24	Elementary & Secondary Open House (TBD) Two Teacher Professional Development days One-hour lunch both days.
August 25	First Student Day - Full day.
September 3 September 6	No school Labor Day
October 12 October 14 October 15 October 29	Evening conferences, 5-8 P.M. Students half-day, conferences 1-3 & 5-8 P.M. No school End of 1st Marking Period
Nov. 1-5 November 15 November 25 & 26	One teacher PD day, students off. (TBD) No school - Deer Day Thanksgiving Break
Dec. 20-Dec. 31	Winter Break
January 13 January 14	Exams, Student half-day. End of Semester, student half-day.
March 24 March 25-Apr. 1	End of 3rd Marking Period, teacher & student half-day. Spring Break
April 4 April 15	No school, snow-day make up. Good Friday - No School
May 27 May 30	No school, snow-day make up. Memorial Day Observance - No School
June 8 June 9	Exams, student half-day. End of Semester A.M. half-day students; P.M. Teacher work day.
180 Student days	183 Teacher days

**SCHEDULE D
GRIEVANCE REPORT FORM**

Grievance # _____	Beal City School	<u>Distribution of Form</u>
	GRIEVANCE REPORT	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

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

Notes:

TA'd

Date

Board

Association