



MASTER AGREEMENT

BETWEEN


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

and the



BEAL CITY EDUCATION ASSOCIATION

July 2013 – June 2016



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ARTICLE 1
RECOGNITION

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

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

ARTICLE 2
DISTRICT RIGHTS

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

7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
 11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
- B. Pursuant to the requirements contained within MCL 423.215 and Public Act 436 of 2012, if an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012, the emergency manager may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012.

This clause is included in this Agreement because it is legally required by state law. By signing this Agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

ARTICLE 3
AGENCY SHOP

- A. Voluntary union dues, payroll deductions shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member, upon provision by the bargaining unit member of written authorization. Written authorization may be revoked upon two weeks written notice to the District. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction. The Parties recognize that Public Act 53 of 2012 prescribes that a "public school employer's use of public school resources to assist a labor organization in collecting dues or service fees from wages of public school employees is a prohibited contribution to the administration of a labor organization"; however, at the time the Parties reached agreement, the United States District Court for the Eastern District of Michigan had enjoined enforcement of PA 53 of 2012. The Parties aver that they will comply or not comply with PA 53 of 2012 in accordance with the law's status at any given time during the life of this Agreement, and neither side shall be found to have breached this Agreement by its compliance or non-compliance based on the status then in effect.

- B. The Association agrees to defend, indemnify and hold harmless the Beal City Public Schools, its Board of Education, Board members, both past and present, and its administrative employees, from any and all costs, claims, demands, judgments and expenses of whatsoever kind or nature, including unemployment compensation costs, resulting from compliance with this article.

- C. The Association shall be provided a copy of the seniority list as it is amended from time to time. The seniority list shall include the individual's salary.

ARTICLE 4
PROFESSIONAL GRIEVANCE PROCEDURE (SCHEDULE D)

A. Definitions:

1. A "grievance" is a claim based upon an event or condition which affects the welfare or condition of employment of a teacher or group of teachers and/or arising from the language of the Agreement or an alleged breach thereof.
2. An "aggrieved" person is the person or persons making this claim.
3. A "party in interest" is the person or persons making this claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.
4. The term "school days" shall be 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 unless mutually agreed upon 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. Both parties agree that within the framework of the Agreement, these proceedings will be kept informal and confidential when appropriate at all levels of the procedure.

C. Procedure:

1. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any policy of the board, except those policies which are prohibited subjects of bargaining or requirements of state or federal law, may be processed as a grievance as hereinafter provided.
2. Prior to filing the written grievance, the grievant or the Association shall make every attempt to resolve the grievance with the building principal. This discussion shall take place as soon as possible after the alleged violation.

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

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

shall indicate this disposition in writing in three (3) school days of such meeting and shall furnish a copy thereof to the Association and the aggrieved.

5. If the Association is not satisfied with the disposition of the grievance or if no disposition has been received within three (3) school days of such meeting the grievance shall be transmitted to the Superintendent within six (6) school days of such meeting. Within five (5) school days, the Superintendent or his/her designee shall meet with the Association on the grievance. The Superintendent or his/her designee shall indicate his/her response to the grievance in writing within three (3) school days of such meeting by furnishing a copy thereof to the Association.
6. If the Association is not satisfied with the disposition of the superintendent or if no disposition has been received within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the School Board by filing a written copy thereof with the Secretary or other designee of the Board within five (5) school days from the Superintendent's disposition or within six (6) school days of the meeting with the Superintendent. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) school days after. A copy of such disposition shall be furnished to the Association and the aggrieved.
7. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may within ten (10) school days of the date of the Board's disposition be submitted to arbitration. The parties shall have twenty (20) school days from the date of the Board's disposition to mutually agree upon an arbitrator. If the parties cannot agree upon an arbitrator, within the 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 in accord with its set rules which shall likewise govern the arbitration proceedings.

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

8. The fees and expenses of the arbitration shall be shared equally by the parties. If one party fails to appear or show at the arbitration, that party will be responsible

for all expenses incurred unless it has notified the other party in advance that it does not intend to appear because the grievance is not arbitrable.

9. The time limits of this article shall be strictly adhered to but may be extended by written agreement of both parties. In the event that a grievance is filed after April 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.
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 dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
2. Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents will be jointly prepared and given appropriate distribution by the superintendent so as to facilitate operation of the grievance procedure.
3. The sole remedy available to any teacher for an alleged breach of this agreement or any alleged violations of his/her rights herein will be pursuant to the grievance procedure, provided however, that nothing contained herein will deprive any teacher of any legal right which he/she presently has, provided that if a teacher selects to pursue any legal or statutory remedy such election will bar any further or subsequent proceeding for relief under provisions under this article.
4. In the course of investigation of any grievance, representatives of the Association will report to the principal being visited and state the purpose of the visit immediately upon arrival.
5. Every effort will be made to avoid interruption of the classroom activities and to avoid the involvement of pupils in all phases of the grievance procedure.
6. Disputes within the jurisdiction of the State Tenure Commission, Michigan Employment Relations Commission and Michigan Department of Civil Rights shall not be subject to the arbitration level of the grievance procedure. If there is a disagreement regarding whether a dispute is within the jurisdiction of any of these agencies, this shall be deemed to be a threshold issue to be decided by the arbitrator subject to judicial review.

ARTICLE 5
NO STRIKE CLAUSE

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

ARTICLE 6
TEACHER RESPONSIBILITIES

- A. Each teacher employed by the Beal City Public Schools shall fulfill all requirements set forth by the Michigan Department of Education. These responsibilities shall include certification, curriculum, working towards development of performance objectives as required by law, time requirements, and all other guidelines set forth by the Department of Education. Teachers are encouraged to take college credit courses in an effort to keep up with the latest trends.
- B. The arriving and leaving times for all teachers will be 8:10 a.m. and 3:10 p.m. When curriculum is delivered at the secondary level in a seven-period format, the arriving and leaving times for all elementary (PreK-6) teachers will be 7:55 a.m. and 2:55 p.m.; the arriving and leaving times for all secondary (7-12) teachers will be 8:00 a.m. and 3:00 p.m. On Fridays and days preceding holidays, teachers may leave as soon as buses leave. Special permission would be at the discretion of the Principal. Starting with the 2014-2015 school year arriving and leaving time will be adjusted, so the district meets the minimum hours of instruction required by the state. Times for elementary teachers will be 7:55 a.m. and 3:00 p.m. and times for secondary teachers will be 8:00 a.m. and 3:00 p.m.

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

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

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

- C. Teachers can be required to attend meetings called by the school principal on one day each month. Teachers may place appropriate educationally related items on the agenda. Such meetings shall not last more than two (2) hours and may be held prior to the beginning of the students' day or at the end of the students' day. However, if the meeting is to exceed one hour, the meeting must be scheduled at the end of the school day. The schedule of meetings shall be distributed at the beginning of the school year. If a meeting is rescheduled, teachers who have previous medical or legal commitments (or other

commitments approved by the superintendent) shall not be required to attend and the time shall not be charged against any of the teacher's leave.

- D. Teachers are required to be in their positions of responsibility at 8:10 a.m. When curriculum is delivered at the secondary level in a seven-period format, teachers are required to be in their positions of responsibility at 7:55 a.m. for elementary and 8:00 a.m. for secondary.
1. Teachers should be in all other classes at the beginning of the class period.
 2. The teacher is urged to establish good parent, student and teacher relationships. It is suggested that personal conferences, telephone calls and letters be utilized.
 3. Student discipline: Faculty members are urged to practice sound discipline and attendance procedures while the class is in session. It is recognized by both parties that these are basic ingredients in good teaching.
- E. Every attempt will be made to schedule Individualized Education Plan Conference (IEPC) meetings within the school day. If the IEPC is scheduled before school with administrative notification and approval or it runs beyond the contractual day, teachers will be paid \$20 per hour for their work beyond the regular day.
- F. If the teacher is unable to attend a fall or spring evening conference due to school-related absences, illness, death in the family, continuing education/professional development or an exception at the discretion of the Superintendent, the conference will be made up. The teacher will be allowed to fulfill this obligation within a time frame mutually agreed upon by both the principal and the teacher. The principal shall provide a list of parental contacts to be made by the teacher. Contacts may include, but are not limited to, any of the following: face-to-face meeting, phone conference, email or other written correspondence. The teacher will provide the principal with documentation of contacts and attempted contacts.

If the teacher does not provide the documentation on a parent-teacher communication log, one-half (½) day of compensatory time will be deducted for the spring or fall evening conference that was missed. In the event that a teacher has used the parent/teacher conference comp day prior to the spring conferences and fails to make up the conferences as described above, the half day (3 hours) that was used but not earned shall be deducted first from any earned comp time, then from available personal time. If the teacher has neither earned comp time nor personal time available, one-half the current daily substitute pay rate shall be deducted from the teacher's pay.

ARTICLE 7
SALARIES & BENEFITS (SCHEDULE A)

A. Compensation

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

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

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

B. Employee Benefits

(Contingent on Board Approval of the Association's Preferred Insurance Plans)

(The Parties acknowledge that there will be an open Enrollment period prior to January 1, 2014)

1. From the first of the month following ratification through December 31, 2013, Employees shall receive the insurance benefits they received on July 1, 2013 (excepting changes to familial status), at the Board contribution rated listed below. Beginning January 1, 2014, to the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health insurance coverage for all eligible Employees not taking cash-in-lieu and their eligible dependents toward the insurance plan(s) listed below in a combined monthly amount not to exceed the following, paid per eligible Employee:

Single: \$474.37

2-Person: \$948.75

Full Family: \$1293.75

(Collectively the "Health Insurance Cap")

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 Public Act 152 of 2011 (PA 152). Should PA 152 be repealed, the amount of the "Health Insurance Cap" shall be subject to the negotiation process.

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: July 1 through June 30

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: July 1 through June 30

PAK C MESSA ABC 1:
\$1250/\$2500 Deductible
\$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: July 1 through June 30

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 payments

required to be accounted for pursuant to Public Act 152 of 2011, then second to premium payments; however, premium payments shall not drop below the level necessary to comply with the PPACA. If premium payments drop below the level necessary to comply with the PPACA, Board funded contributions to all other items shall be reduced in an amount necessary to allow premium payments to comply with the PPACA, but not to exceed the Health Insurance Cap when combined with all other Board funded health insurance items.

3. If the Association elects to receive a twice (January 1 and July 1) per medical benefit plan coverage year Board pre-funded deductible or HSA contribution, the amount of the pre-funded deductible or HSA contribution shall be deducted monthly from the "Health Insurance Cap" listed above on a per month basis. The amount deducted per month shall be determined by dividing the amount of the pre-funded deductible by the number of months remaining in the medical benefit plan coverage year or until the next pre-funded deductible, whichever is earlier. If the Association chooses the Board pre-funded deductible or HSA contribution, and a BCEA Unit Employee leaves the Board's employment prior to the end of the medical benefit plan coverage year, the Board is specifically authorized to deduct from the BCEA Employee's final paycheck the remaining pro-rated amount of the pre-funded deductible or HSA contribution. If the BCEA Employee's paycheck does not contain sufficient funds to repay the pro-rated remaining portion of the pre-funded deductible or HSA contribution, the remaining amount shall be spread equally over the remaining pays of all BCEA bargaining unit members.
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 Public Act 152 of 2011 (PA 152); 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 PPACA and PA 152, 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 prior to the date at which the payment becomes due. Failure of an Employee to pay their 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, Employees electing health care coverage will sign a statement that they are 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 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 make a written waiver of that coverage and 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). 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-sheltered annuity approved by the Board through a separate written voluntary and elective contribution, as allowed by law or regulation. The tax-sheltered 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 are hereby advised that they may 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 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 concerning 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 with respect 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 PPACA (currently Thirty [30] hours per week). Those working less than Thirty (30) hours per week shall be offered pro-rated insurance benefits based upon their percent of the full-time work schedule.
14. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year.
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 Compensation Act. According to the present Act the weeks of disability need not be consecutive.
16. In recognition of services to the School District, a teacher upon leaving will receive 4% of the teacher's current annual salary, provided the teacher has been employed in the school district for at least 10 years.
17. Requests for payments of expenses, salary, etc. shall be submitted for reimbursement, With bills provided, prior to June 30th of the school year ending. Any requests for reimbursements after June 30th, for expenses occurred in the recently completed school year will not be reimbursed due to the lateness of the request for reimbursement.
18. Any requests for teacher reimbursement of expenses must receive verbal approval, prior to the actual expense occurring.
19. The expenses a teacher incurs when using a personal car for school business must be approved in advance and in writing, in order to receive reimbursement. The rate of reimbursement shall be limited to the IRS rate.

ARTICLE 8
EXTRA DUTY ASSIGNMENTS (SCHEDULE B)

- A. Extra duty assignments will not be considered to be official nor will an employee be eligible for extra duty pay until and unless a rate is established by the Board and BCEA and a contract is entered into between the employee and the Board. There shall be no deviation from the Schedule B rates when teachers are employed in extra duty assignments.
- B. If the FFA teacher/sponsor works on a Board approved extended contract when school is not in session he/she shall be paid at his/her per diem rate based on his/her regular teacher's salary according to the following provisions.
 - 1. For days worked between the end of the school year and June 30, per diem shall be based on the teacher's salary for the preceding school year.
 - 2. For days worked on July 1 to the beginning of the next school year, per diem shall be based on the teacher's salary for the subsequent school year.
- C. In the event a teacher is to be employed in an extra duty assignment not set forth in this schedule which is considered to be bargaining unit work, the Board and Association shall mutually agree upon the rate of compensation.
- D. The Board and the Association understand the importance of professional development for teachers and its impact on student achievement. Teachers through continuous education and training become experts in their respective disciplines, and therefore can best meet the professional needs and interests of their colleagues.

Teachers who provide professional development or who facilitate a meeting relevant to the professional growth of teachers shall receive a flat fee of \$40 for facilitating one hour of a staff meeting or \$60 for facilitating a two hour staff meeting.

The School improvement teams will have input on the topic as well as the length and method of presentation.

At the request of administration, teachers may agree to provide full day or half day in-service training. The rate of compensation for these in-service trainings shall be mutually agreed upon between the board and association, separately based on in-service topic, length of in-service, and using the staff meeting compensation guidelines above as a baseline.

- E. The following provisions shall apply to Schedule B positions.
 - 1. 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 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 currently receiving these amount(s) shall continue to receive and accrue experience credit and appropriate amount(s) until such time as they resign from the position.

ARTICLE 9
MISCELLANEOUS

- A. A teacher desiring to make suggestions regarding the schedule for the subsequent school year may do so by submitting written suggestions to their principal's office no later than March 22nd.
- B. On or before April 1 of each school year, each teacher shall be provided a copy of the proposed class schedule for the subsequent school year. Teachers may make suggestions for modifications in the schedule to the building principals before April 15. Such suggestions shall be in writing. If a teacher's suggestions are not incorporated into the schedule, the teacher shall be provided, in writing, the specific reasons the suggestions were not incorporated into the schedule.
- C. Administration shall offer teachers the opportunity to have input regarding courses of study, textbooks, curriculum, pupil assessment and evaluation, mission, and educational goals of the district.
- D. Any teacher who is responsible for an activity after school hours must be present for the entire activity. After the custodian has left, the teacher must ensure that the lights are off and the doors are locked in school building areas they used.

ARTICLE 10
TEACHING MATERIALS

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

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

ARTICLE 11
NON-TEACHING DUTIES

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

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

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

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

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

ARTICLE 12
ACADEMIC FREEDOM

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

ARTICLE 13
TEACHER FACILITIES

- A. Beal City Schools will have the following facilities:
1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 2. Each teacher shall be assigned one teaching desk and chair which will not be shared by other teachers.
 3. Each teacher will have assigned one room which they may call their home room in which they will have a teacher's desk and room to store their materials.
 4. An appropriately furnished room to be used as a faculty lounge. This lounge will be in addition to any teacher work area. No teacher will be required or requested to use this area as a work area. No students will be permitted entry into the faculty lounge.
- B. Teachers shall cooperate in good housekeeping policies in the above facilities at all times.
- C. Anything that needs repair should be reported to the Principal in writing. Proper action will be taken if at all possible.
- 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 14
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, PA 379 of 1978. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. These personnel files will be kept in accordance with Bullard-Plawecki Employee Rights to Know Act, PA 379 of 1978.
- D. Any complaint, excluding those which implicate discipline or discharge, concerning a teacher by a parent, student, administrator or other person will be called to the attention of the teacher within five (5) school days.

ARTICLE 15
SUBSTITUTES FOR TEACHERS

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

ARTICLE 16
TEACHER WORK LOAD

- A. The secondary school day can consist of 6 class periods, none of which will be longer than 56 minutes nor shorter than 40 minutes, or a school day can consist of full block classes, none of which will be longer than 88 minutes nor shorter than 79 minutes and half-block classes, none of which will be longer than 45 minutes nor shorter than 44 minutes. A full time teacher's total instructional time may range from a maximum of 270 minutes to a minimum of 259 minutes. The secondary school day may also consist of 7 class periods, none of which will be longer than 56 minutes nor shorter than 50 minutes. In the 7-period format, a full-time teacher's total instructional time may range from a maximum of 312 minutes to a minimum of 300 minutes. The 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 30 minutes.

- C. The following teachers will have, in addition to their lunch period, a preparation period during which they will not be assigned to other duties as follows:

1. Elementary teachers--when the students are with specialized teacher such as music, art, library, physical education, etc., the homeroom teacher need not be present. The teacher is not free to leave the room while the Teacher Aide is in the room. The 45-minute lunch time shall be duty free. A 19-minute afternoon recess will take place 90 of the 180 student calendar days each year. During the 90 days that recess is taking place, each elementary teacher's preparation time will be 385 minutes per week unless they are on assigned recess duty. Elementary teachers who supervise recess will earn \$20 per hour. During the 90 days that recess is replaced with direct instruction, each elementary teacher's preparation time will be 290 minutes per week. The 90 days of direct instruction in lieu of afternoon recess will occur during winter months. The negotiated calendar will determine the dates that recess will occur. If direct instruction in lieu of recess begins/ends during the week (not on Monday/Friday) the elementary preparation time for that week will be adjusted accordingly.
2. The secondary teachers will have the right to one (1) preparation period per day which is equal in length to one full block class or 2 half-block classes. For a seven-period day, the secondary teachers will have the right to one (1) preparation period per day which is equal in length to one class.

3. Exceptions to B, C1, C2: the Beal City School Board, under certain circumstances, may offer an experienced teacher an extra class period. In exchange for this extra class period, 1/5 of the teacher's present teaching salary will be paid to the accepting teacher. For the block schedule a teacher teaching a full block class will be paid 1/3 of the teacher's current salary. A teacher teaching a half-block class will be paid 1/6 of the teacher's current salary. For the seven-period day, a teacher will be paid 1/6 of the teacher's current salary for the additional class.

D. The District will pay teachers \$20 per hour for their work on school improvement and curriculum committees and curriculum or NCOA beyond the regular school day, with administration notification and approval.

E. Secondary teachers (7-12) shall be assigned no more than four (4) preparations. By way of example but not limitation, Algebra 1 is a distinct, separate prep from Algebra 2; 7th grade English is a distinct, separate prep from 8th grade English.

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

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

ARTICLE 17
CLASS SIZES

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

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

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

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

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

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

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

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

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

| | |
|-------|--|
| K & 1 | BA0 = \$35,156 / 6 periods divided by 25 students maximum = \$234 per student over the maximum per semester. |
|-------|--|

| | |
|--|---|
| 2 nd & 3 rd & Combination Grades | BA0 = \$35,156 / 6 Periods divided by 27 student maximum = \$217 per student over the maximum per semester. |
|--|---|

| | |
|--|---|
| 4 th & 5 th & 6 th Grades | BA0 = \$35,156 / 6 Periods divided by 30 student maximum = \$195 per student over the maximum per semester. |
|--|---|

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

The maximum class size shall not be exceeded at the secondary level(grades7-12).

D. In implementing the class sizes listed in Sections B and C of this article, the first six certified special education students assigned to a class shall be counted as one student. Each certified special education student above 6 students assigned to a class shall be counted as a double membership on the class size maximum. This subsection shall not operate in a manner which violates State or Federal law.

E. Under normal circumstances, the maximum class size shall not be exceeded at the secondary level (7-12). In the event a student moves into the district, class size in grades 7-12 may be exceeded by no more than two (2) pupils. Where multiple sections exist, the district will make an effort to place students in the class with the lowest number of students.

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

For illustration purposes: Social Studies (BA0) $\$35,156 \div 6 \text{ periods} \div 32 \text{ students} = \183 per student over the maximum per semester.

F. Maximum class sizes for the special education programs, Grades K-12, shall not exceed guidelines as established by the State of Michigan, Department of Education.

G. If a disabled student is assigned to a regular education classroom and the teacher in that classroom requests training, the Board will determine what training is necessary in order to enable the teacher to best work with the disabled student. If the training determined by the Board involves participation in in-service training or the taking of a class, the school district shall provide, whenever possible, release time, registration fees, tuition, meals and mileage.

ARTICLE 18
SCHOOL DISCIPLINE

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

ARTICLE 19
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, support and assistance will be given to the teachers with respect to the maintenance of control and discipline in the classroom. The District further recognizes that the teacher may not fairly be expected to assume the 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 pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the District will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is reasonable to protect himself from attack or to prevent injury to another pupil.
- C. After a teacher, parent, principal conference, a teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as teaching obligations will allow, full particulars of the incident in writing.
- D. Suspension of students from school may be imposed only by a principal or his/her designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. The School Board or their designated representative makes the final decision whether a student is expelled or not from school.
- E. Any case of assault upon a teacher shall be promptly reported to the District or the Superintendent. The District will provide the legal counsel to advise the teacher of his/her rights and obligations with the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher for a maximum of 12 months. If the teacher is off long enough to be eligible for Workers' Compensation, Workers' Compensation will be utilized and the district will be responsible for paying the difference between the allowance under the worker's compensation law and the teachers regular wage. If the teacher is off for more than 12 months, the provisions of "workers' Compensation" specified under Article 26 of this agreement will apply.

- G. The District will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, when such loss is not due to the teacher's negligence. The request shall be submitted to the superintendent for final approval of reimbursement. This reimbursement shall not apply to claims under \$10 (for each item) and will cover up to, but not greater than, \$1000.

- H. The School Board, teachers, and administration will utilize the school improvement process to discuss and develop student discipline procedures.

ARTICLE 20
SENIORITY

- A. The Board, through its agents, will determine the curriculum.
- B. "Seniority" shall be defined as the length of continuous service within the bargaining unit. Periods of time spent on leaves of absence or layoff shall not constitute a break in continuous service and seniority shall accrue during such periods. For purposes of this article only, service at less than the full teaching load shall count as if the service were at the full teaching load.

A teacher shall lose seniority rights for the following: 1) A teacher's employment relationship with the school district has been terminated due to a resignation or retirement; 2) A teacher has been more than 3 years on layoff due to a necessary reduction in personnel (2 years for non-tenured teachers); 3) A teacher abandons his/her position without an emergency; 4) A teacher does not respond to a notification to report for duty, within 10 working days (5 days in August) of being recalled to duty after a layoff without an emergency; 5) A teacher is no longer qualified to teach any available assignment within the district; 6) A teacher has been terminated and/or 7) A teacher takes a job in another school district without a contractual leave.

- 1. In the event of ties in seniority, all teachers so affected will participate in the formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place that reasonably allow affected bargaining unit members and Association representatives to be in attendance.
 - 2. In no way shall the above language be construed to supersede the state or federal laws.
- C. The Board shall prepare and present to the Association a current seniority list prior to December 15th of each year. The seniority list shall also contain information regarding the employee's certification. The Association shall have thirty (30) days to object to the list. Any objection must be in writing.
 - D. 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.
 - E. It shall be the responsibility of the teacher to keep the Board informed of his/her current address.
 - F. The individual contract executed between each teacher and the Board is subject to the terms and conditions of this article. It is intended that this provision takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this provision.

ARTICLE 21
RETIREMENT

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

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

The total benefit shall be \$9,000.

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

ARTICLE 22
LEAVES

A. PERSONAL AND ASSOCIATION LEAVE

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

1. Personal Leave

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

2. Compensatory Time

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

- a. Unused comp dashes may be carried over into the next year. For subbing, teachers may accrue comp dashes up to a maximum of two days in one school year.
- b. Accumulated comp dashes will be forfeited when a teacher retires or leaves the district.
- c. Comp time earned for subbing must be used in one-day increments. Comp time earned for parent/teacher conferences may be used in one-half (1/2) day increments.

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

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

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

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

4. Association Leave

The Association shall be granted 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 utilizing the Association day. 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 in order to receive additional sick pay.
- 2. At the beginning of each school year each teacher will be credited with ten (10) days of sick leave, the unused portion of which shall accumulate to a maximum of one hundred eighty-three (183) days.

3. Illness Immediate Family:

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

4. Sick Leave Incentive Program

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

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

C. SICK LEAVE BANK

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

(LTD) benefits, the LTD insurance premiums to be paid by the Board. A teacher using days from the sick leave bank will go on LTD as soon as she/he becomes eligible and is approved.

- d. Teachers will be entitled to all benefits during the time they are using days from the sick leave bank.
- e. A teacher or his/her representative, making application for the sick leave bank should do so in writing to the Business Manager, including a description of his/her medical condition and a doctor's statement of the condition indicating that the teacher is unable to perform his/her assigned duties.
- f. A maximum of up to 90 teacher work days may be granted per appeal from the sick bank. This 90-day limitation begins when a teacher makes application for the sick leave bank. A teacher must wait five days without pay before making his/her second appeal to the sick leave bank. A limit of two appeals can be made in one school year.
- g. However, additional sick leave bank days may be granted to extend an application at the discretion of the Sick Leave Bank Committee.
- h. If it appears that an individual is abusing the sick leave bank provisions, the Sick Leave Bank Committee may direct said individual to be examined by two doctors of the Sick Leave Bank Committee's choosing to determine whether the illness is valid. The cost of such examination will be paid by the Board. The Sick Leave Bank Committee may grant or suspend sick leave days from the bank. Their judgment and/or decisions will be final.
- i. A leave of absence not to exceed one year will be granted for health reasons. The one year time will begin after the teacher has exhausted his/her own sick leave days, personal days and approved sick leave bank days.
- 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 prior to 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.) Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and subsequent recovery shall be treated on the same terms and conditions as are applied to other temporary disabilities, including, but not limited to, those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.
 - 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 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 regarding the teacher's mental and/or physical ability to perform the functions of his/her assignment. All information used to determine the need for an exam shall be provided to the teacher. The teacher shall not be charged days

against his/her own leave accumulation for doctor exams described in this paragraph.

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

F. WORKERS' COMPENSATION LEAVE

Any teacher who is absent because of injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for a period of 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. Husband, wife, mother, father, brother, sister, children, grandchildren or other family members listed in 2 and 3 below who reside in the teacher's home – 5 days.
2. Father-in-law, mother-in-law, brother-in-law, sister-in-law – 3 days.
3. Grandparents – 2 days.

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

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

H. MILITARY LEAVE

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

I. GENERAL LEAVE OF ABSENCE:

1. The Board may grant a leave of absence to any teacher for any reason requested by the teacher. The Board's decision to grant or deny a leave of absence pursuant to this section shall be final and binding and not subject to the grievance procedure.
2. A teacher on a leave of absence shall notify the Board in writing of his/her intent to return or request additional leave time at least seventy (70) days prior to the expiration date of the leave. If the teacher fails to do so or indicates he/she does not intend to return upon the expiration of the leave, this shall constitute the teacher's irrevocable resignation and the teacher's employment shall automatically terminate upon expiration of the leave.
3. 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 school district by the Board and the Association. The contract will be completed prior to departure.

ARTICLE 23
DISTRICT SCHOOL IMPROVEMENT TEAM &
BUILDING SCHOOL IMPROVEMENT TEAMS

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

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

The principal from each level;

The Superintendent;

The School Improvement Coordinator;

Three (3) School Board members,

Two (2) parents,

Two (2) students elected by the Student Council,

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

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

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

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

Participation on a School Improvement Team is voluntary.

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

All meetings shall be open to the staff and announced in advance. All team minutes

and/or reports shall be posted in every teacher's lounge and shall be provided to the Board and the Association.

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

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

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

ARTICLE 24
ELEMENTARY & SECONDARY EDUCATION ACT
(NO CHILD LEFT BEHIND ACT)

- A. In the event that the ESEA is revised, overturned, repealed, or ceases to be in existence, the parties mutually agree to bargain the impact of such on the wages, hours and/or working conditions of the bargaining unit members.

ARTICLE 25
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 utilized 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 upon the dates such days/hours shall be rescheduled. If no mutual agreement is reached, the days/hours shall be made up at the end of the school year.
- D. Teachers shall receive their regular pay for days which are delayed or cancelled, but shall work on any rescheduled days with no additional compensation.

ARTICLE 26
DURATION

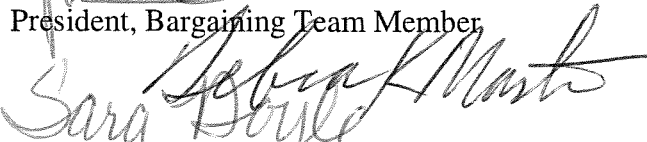
This Agreement shall be effective upon ratification by both parties and shall terminate midnight, June 30, 2016.

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 returned to this Agreement specifically for those staff members.


For the ASSOCIATION:



President, Bargaining Team Member



Bargaining Team Member



Bargaining Team Member




Bargaining Team Member

MEA UniServ Director

Date

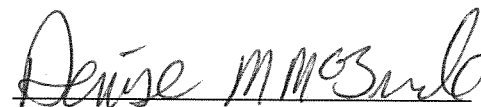
For the BOARD:




President, Bargaining Team Member



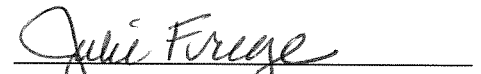
Superintendent, Spokesperson



Bargaining Team Member



Bargaining Team Member



Bargaining Team Member

10/1/13

Date

Uniserve Director in transition

10/8/13


SCHEDULE A
BEAL CITY PUBLIC SCHOOLS SALARY SCALE
2013-2014

There shall be One Half Percent (0.5%) on-schedule salary increase for the 2013-2014 school year with steps and lanes awarded. There shall be one percent (1%) on schedule increase with No steps awarded for the 2014-2015 school year. There shall be One Half Percent (0.5%) on-schedule salary increase for the 2015-2016 school year with steps and lanes awarded.

| .5% over the 2012-2013 salary schedule | | | | | | | |
|--|--------|--------|-------------|----------|----------------|----------------|----------------|
| Base = | 35,332 | | | | | | |
| Step | Index | BA | 3% BA+18 | 4% MA | 1.75% MA+15 | 1.75% MA+30 | 1.75% MA+45 |
| 0.0 | 1.000 | 35,332 | 36,392 | 37,848 | 38,510 | 39,184 | 39,870 |
| 1.0 | 1.050 | 37,099 | 38,212 | 39,740 | 40,436 | 41,143 | 41,864 |
| 2.0 | 1.100 | 38,865 | 40,031 | 41,633 | 42,361 | 43,102 | 43,857 |
| 3.0 | 1.150 | 40,632 | 41,851 | 43,525 | 44,287 | 45,062 | 45,851 |
| 4.0 | 1.200 | 42,398 | 43,670 | 45,418 | 46,212 | 47,021 | 47,844 |
| 5.0 | 1.250 | 44,165 | 45,490 | 47,310 | 48,138 | 48,980 | 49,838 |
| 6.0 | 1.300 | 45,932 | 47,310 | 49,202 | 50,063 | 50,939 | 51,831 |
| 7.0 | 1.350 | 47,698 | 49,129 | 51,095 | 51,989 | 52,898 | 53,825 |
| 8.0 | 1.400 | 49,465 | 50,949 | 52,987 | 53,914 | 54,858 | 55,818 |
| 9.0 | 1.450 | 51,231 | 52,768 | 54,880 | 55,840 | 56,817 | 57,812 |
| 10.0 | 1.500 | 52,998 | 54,588 | 56,772 | 57,765 | 58,776 | 59,805 |
| 11.0 | 1.550 | 54,765 | 56,408 | 58,664 | 59,691 | 60,735 | 61,799 |

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

| Year | Longevity Payment |
|------------|-------------------|
| | <u>13-14</u> |
| 13, 14, 15 | 1,082 |
| 16, 17, 18 | 1,407 |
| 19, 20, 21 | 1,841 |
| 22, 23, 24 | 2,273 |
| 25+ | 2,706 |

SCHEDULE A
BEAL CITY PUBLIC SCHOOLS SALARY SCALE
2014-2015

There shall be One Half Percent (0.5%) on-schedule salary increase for the 2013-2014 school year with steps and lanes awarded. There shall be one percent (1%) on schedule increase with No steps awarded for the 2014-2015 school year. There shall be One Half Percent (0.5%) on-schedule salary increase for the 2015-2016 school year with steps and lanes awarded.

| 1% over the 2013-2014 salary schedule | | | | | | | |
|---------------------------------------|--------|--------|-------------|----------|----------------|----------------|----------------|
| Base = | 35,685 | | | | | | |
| Step | Index | BA | 3% BA+18 | 4% MA | 1.75% MA+15 | 1.75% MA+30 | 1.75% MA+45 |
| 0.0 | 1.000 | 35,685 | 36,756 | 38,226 | 38,895 | 39,576 | 40,269 |
| 1.0 | 1.050 | 37,469 | 38,594 | 40,137 | 40,840 | 41,555 | 42,282 |
| 2.0 | 1.100 | 39,254 | 40,432 | 42,049 | 42,785 | 43,534 | 44,296 |
| 3.0 | 1.150 | 41,038 | 42,269 | 43,960 | 44,729 | 45,512 | 46,309 |
| 4.0 | 1.200 | 42,822 | 44,107 | 45,871 | 46,674 | 47,491 | 48,323 |
| 5.0 | 1.250 | 44,606 | 45,945 | 47,783 | 48,619 | 49,470 | 50,336 |
| 6.0 | 1.300 | 46,391 | 47,783 | 49,694 | 50,564 | 51,449 | 52,350 |
| 7.0 | 1.350 | 48,175 | 49,621 | 51,605 | 52,508 | 53,428 | 54,363 |
| 8.0 | 1.400 | 49,959 | 51,458 | 53,516 | 54,453 | 55,406 | 56,377 |
| 9.0 | 1.450 | 51,743 | 53,296 | 55,428 | 56,398 | 57,385 | 58,390 |
| 10.0 | 1.500 | 53,528 | 55,134 | 57,339 | 58,343 | 59,364 | 60,404 |
| 11.0 | 1.550 | 55,312 | 56,972 | 59,250 | 60,287 | 61,343 | 62,417 |

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

| Year | Longevity Payment |
|------------|-------------------|
| | <u>14-15</u> |
| 13, 14, 15 | 1,093 |
| 16, 17, 18 | 1,421 |
| 19, 20, 21 | 1,859 |
| 22, 23, 24 | 2,296 |
| 25+ | 2,733 |

SCHEDULE A
BEAL CITY PUBLIC SCHOOLS SALARY SCALE
2015-2016

There shall be One Half Percent (0.5%) on-schedule salary increase for the 2013-2014 school year with steps and lanes awarded. There shall be one percent (1%) on schedule increase with No steps awarded for the 2014-2015 school year. There shall be One Half Percent (0.5%) on-schedule salary increase for the 2015-2016 school year with steps and lanes awarded.

| .5% over the 2014-2015 salary schedule | | | | | | | |
|--|--------|--------|--------|--------|--------|--------|--------|
| Base = | 35,863 | | | | | | |
| | | | 3% | 4% | 1.75% | 1.75% | 1.75% |
| Step | Index | BA | BA+18 | MA | MA+15 | MA+30 | MA+45 |
| 0.0 | 1.000 | 35,863 | 36,939 | 38,417 | 39,089 | 39,773 | 40,469 |
| 1.0 | 1.050 | 37,656 | 38,786 | 40,338 | 41,043 | 41,762 | 42,492 |
| 2.0 | 1.100 | 39,449 | 40,633 | 42,259 | 42,998 | 43,750 | 44,516 |
| 3.0 | 1.150 | 41,242 | 42,480 | 44,180 | 44,952 | 45,739 | 46,539 |
| 4.0 | 1.200 | 43,036 | 44,327 | 46,100 | 46,907 | 47,728 | 48,563 |
| 5.0 | 1.250 | 44,829 | 46,174 | 48,021 | 48,861 | 49,716 | 50,586 |
| 6.0 | 1.300 | 46,622 | 48,021 | 49,942 | 50,816 | 51,705 | 52,610 |
| 7.0 | 1.350 | 48,415 | 49,868 | 51,863 | 52,770 | 53,694 | 54,633 |
| 8.0 | 1.400 | 50,208 | 51,715 | 53,784 | 54,725 | 55,682 | 56,657 |
| 9.0 | 1.450 | 52,001 | 53,562 | 55,705 | 56,679 | 57,671 | 58,680 |
| 10.0 | 1.500 | 53,795 | 55,409 | 57,626 | 58,634 | 59,660 | 60,704 |
| 11.0 | 1.550 | 55,588 | 57,255 | 59,546 | 60,588 | 61,648 | 62,727 |

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

| Year | Longevity Payment |
|------------|-------------------|
| | <u>15-16</u> |
| 13, 14, 15 | 1,098 |
| 16, 17, 18 | 1,428 |
| 19, 20, 21 | 1,868 |
| 22, 23, 24 | 2,307 |
| 25+ | 2,747 |

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

| | |
|---|--|
| 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 | 7% of base |
| Class Sponsor 7th 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 |
| Elementary Student Council Advisor | \$150.00 |
| High School Youth In Government Advisor | \$300.00 |
| Jr. High School Youth In Government Advisor | \$200.00 |
| 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 |
| Summer School Teacher | \$20.00 per hour |
| | (plus one hour paid conference period) |
| Project Pals | \$300.00 |
| Natural Helpers | \$300.00 |
| Social Studies Olympiad Coach | \$300.00 |
| German Links (Active Trip Years) | \$500 or One trip ticket |
| (Non-Trip Years) | \$250 |
| Spanish Club (Active Trip Years) | \$500 or One trip ticket |
| (Non-Trip Years) | \$250 |
| Saturday School | \$10 Per Hour |

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

SCHEDULE C
BEAL CITY PUBLIC SCHOOLS CALENDAR
2013-2014

| | |
|--------------------------------------|--|
| August 28 & 29 | Two Teacher Professional Development days One-hour lunch both days. |
| September 3 | First Day of School with students |
| November 1 | End of 1 st Marking Period A.M. Student Half Day; P.M. Teacher Work Day |
| November 7 | No school for students – K-12 Parent Teacher Conferences 8:00 A.M. to 3:00 P.M. Lunch 11:30 A.M. to 12:30 P.M. 5:00 P.M. to 8:00 P.M. |
| November 15 | No School - Deer Day |
| November 28 & 29 | Thanksgiving Break |
| December 23 – January 3 | Winter Break |
| January 17 | End of 1 st Semester A.M. Student Half Day; P.M. Teacher Work Day |
| March 6 | Evening K-12 Parent Teacher Conferences 5:00-8:00 P.M. |
| March 28 | End of 3 rd Marking Period A.M. Student Half Day; P.M. Teacher Work Day |
| March 31- April 4 | Spring Break |
| April 18 | No School - Good Friday |
| May 26 | No School - Memorial Day Observance |
| June 10 | last Day of School - End of 2 nd Semester A.M. Student Half Day; P.M. Teacher Work Day |
| 180 Student Days 183 Teacher Days | |

SCHEDULE C
BEAL CITY PUBLIC SCHOOLS CALENDAR
2014-2015

| | |
|--------------------------------------|---|
| August 27 & 28 | Two Teacher Professional Development days One-hour lunch both days. |
| September 2 | First Day of School with students |
| October 31 | End of 1 st Marking Period A.M. Student Half Day; P.M. Teacher Work Day |
| November 6 | No school of students – K-12 Parent Teacher Conferences 8:00 A.M. to 3:00 P.M. Lunch 11:30 A.M. to 12:30 P.M. 5:00 P.M. to 8:00 P.M. |
| November 27 & 28 | Thanksgiving Break |
| December 22 – January 2 | Winter Break |
| January 16 | End of 1 st Semester A.M. Student Half Day; P.M. Teacher Work Day |
| March 5 | Evening K-12 Parent Teacher Conferences 5:00-8:00 P.M. |
| March 27 | End of 3 rd Marking Period A.M. Student Half Day; P.M. Teacher Work Day |
| March 30 – April 3 | Spring Break |
| May 25 | No School - Memorial Day Observance |
| June 5 | Last Day of School - End of 2 nd Semester A.M. Student Half Day; P.M. Teacher Work Day |
| 180 Student Days 183 Teacher Days | |

SCHEDULE C
BEAL CITY PUBLIC SCHOOLS CALENDAR
2015-2016

| | |
|-------------------------|---|
| September 2 & 3 | Two Teacher Professional Development days One-hour lunch both days. |
| September 8 | First Day of School with students |
| November 6 | End of 1 st Marking Period A.M. Student Half Day; P.M. Teacher Work Day |
| November 12 | No school of students – K-12 Parent Teacher Conferences 8:00 A.M. to 3:00 P.M. Lunch 11:30 A.M. to 12:30 P.M. 5:00 P.M. to 8:00 P.M. |
| November 26 & 27 | Thanksgiving Break |
| December 23 – January 1 | Winter Break |
| January 22 | End of 1 st Semester A.M. Student Half Day; P.M. Teacher Work Day |
| March 10 | Evening K-12 Parent Teacher Conferences 5:00-8:00 P.M. |
| March 24 | End of 3 rd Marking Period A.M. Student Half Day; P.M. Teacher Work Day |
| March 25 | Good Friday – No School |
| March 28 – April 1 | Spring Break |
| May 30 | No School - Memorial Day Observance |
| June 9 | Last Day of School - End of 2 nd Semester A.M. Student Half Day; 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> 1. Superintendent 2. Principal 3. Association 4. Teacher |
| GRIEVANCE REPORT | | |
| File with Principal and Superintendent in Duplicate | | |
| <u>Name of Grievant</u> | | <u>Date Filed</u> |

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

2. Contract Provision Violated _____

3. Relief Sought _____

Signature Date

C. Disposition by Principal _____

Signature of Principal Date

D. Position of Grievant and/or Association _____

Signature Date

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

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