

MASTER AGREEMENT

BETWEEN THE

***BESSEMER BOARD OF
EDUCATION***

AND THE

***BESSEMER EDUCATION
ASSOCIATION***

2024-2026

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ARTICLE 1
Recognition

- A. The Board recognizes the Association as the exclusive bargaining representative, as defined in the Michigan Public Employment Relations Act ("PERA"), as amended, for a unit consisting of all certificated and permitted instructional/teaching personnel and counselors but excluding short-term substitute teachers (defined as scheduled for less than 60 contact days in the school year), the superintendent, assistant superintendent, principals, administrative deans (as long as not performing bargaining unit work) and assistant principals. Unless otherwise indicated, the term "teacher" when used in this Agreement refers to all employees in this unit.

ARTICLE 2
Professional Negotiations

- A. The Board will not negotiate at any time with any teachers' organization other than that designated as the representative pursuant PERA. The Board will not negotiate with any teachers' organization other than the Association as to changes in salaries or other conditions of employment to become effective during the term of this Agreement.
- B. This Agreement incorporates the entire understanding of the parties on all issues which were the subject of negotiation. During the term of this Agreement neither party will be required to negotiate as to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. During negotiation, the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. The Board will make available to the Association for inspection and copying all pertinent records of the Bessemer School System at the written request of the Association unless disclosure of the requested record(s) is not required by PERA or the Michigan Freedom of Information Act. Such records will be made available at the Board and will not be removed from the Board's offices. The Association shall reimburse the Board offices for reasonable expenses incurred in furnishing the requested information or making records available. Either party may, if it is so desired, use the services of outside consultants and may call upon professional and lay representatives to assist with negotiations.
- D. Despite reference to the Board and the Association, each reserves the right to act by committee or designated representative.
- E. Negotiations between the District and the Association will commence by April 1, 2026. Both parties shall agree upon a date to initiate a meeting between the District and the Association.

ARTICLE 3
Rights of the Board

- A. Except as expressly provided by this Agreement, the determination and administration of educational policy, the operation of the schools, and the assignment of the professional staff are vested exclusively in the superintendent and/or principal when so delegated by the Board.
- B. The authority to adopt all parts of the District's annual budget shall remain exclusively with the Board and during the term of this Agreement shall neither be the subject of mandatory negotiation within the Association, nor subject to any proceedings under the grievance procedure.
- C. The Board reserves the right to require a teacher to submit to a health examinations to determine if the teacher can perform the essential job functions with or without reasonable accommodation.
 - 1. All new teachers shall be required to file with the Board certification of satisfactory health signed by a competent physician of the teacher's own choice at the teacher's expense.
- D. The District retains all rights, powers and authority vested in it by the laws and Constitutions of Michigan and the United States. All Board policies shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions, subtractions, or revisions of Board policies from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall be limited only as specifically identified by express provisions of this Agreement and the Michigan Public Relations Act. Rights reserved exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or as to the consequences of such action during the term of this Agreement, shall include by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control the school's business, the equipment, the operations and affairs of the Employer.
 - 2. Continue its rights and past practice of assignment and direction of work of all its personnel.
 - 3. The right to hire, promote, suspend and discharge employees, transfer employees, determine the working schedule and workforce size, and to lay off employees, except where limited by this Agreement.
 - 4. Adopt reasonable rules and regulations.
 - 5. Determine the qualifications of employees.
 - 6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

7. Determine the placement of operations, services, and the source of materials and supplies.
8. Determine the financial policies.
9. Determine the policy affecting the selection of employees, providing such selection shall be based upon lawful criteria, except where limited by this Agreement.

ARTICLE 4
Agency Shop

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

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

ARTICLE 5
Teacher Rights/Association Rights

ASSOCIATION RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act (“PERA”), as amended the Board and Association agree that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection or refrain from such activities. As a duly elected body exercising governmental power under Michigan law, the Board and Association agree that it will not directly or indirectly discourage or coerce or deprive any teacher in the enjoyment of any rights conferred by PERA or other laws or Constitutions of Michigan and the United States: That it will not discriminate against any teacher as to hours, wages or any terms or conditions of employment by reasons of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint of proceeding under this Agreement or otherwise as to any terms or conditions of employment or the non-participation in such activities.

- B. The Association, or any committee thereof, shall have the right to use the school buildings and facilities without charge for professional meetings after the close of the school day during such times when a janitor is on duty. At no time shall the meetings extend beyond 10:30 p.m. Room clearance shall be made with the principal at least one day in advance.

- C. No teacher shall be prevented, required or coerced from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.

- D. The teachers’ mailboxes and the bulletin board in the principal’s office shall be made available to the Association and its members for the purpose of displaying notices and distributing teacher organization material.

- E. Association representatives may transact business with representatives of the affiliate (MEA field representatives) on school property.

- F. The employer agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district.

- G. Beginning February 13, 2024, and every 90 days thereafter, designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following:
 - 1. First, middle and last name.
 - 2. Start date of employment in current bargaining unit.
 - 3. FTE, step, lane placement with annual salary (Base contractual wage or Schedule A only).
 - 4. Building(s) and room number(s) assigned.
 - 5. Employee identification number (if applicable).
 - 6. State Personal Identification Code (PIC) if applicable.
 - 7. Name of position.
 - 8. Work email address and personal email address.
 - 9. Home mailing address.
 - 10. Home and cell phone number.

- H. The above-listed information shall be provided via email in an attached Excel template format provided by the Association.

- I. Designated Association representatives shall be given, via e-mail and attached excel document, the same information detailed in Section A above within ten (10) business days of any new hires of bargaining unit members that occur throughout the year.
- J. Termination of employment, by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via e-mail no later than ten (10) business days after the member's last day of employment.
- K. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than ten (10) days shall be reported to the designated Association representatives via e-mail no later than ten (10) business days after the first day of leave. Notification of any bargaining unit member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the designated Association representatives via e-mail no later than ten (10) business days after the first day of return.

TEACHER RIGHTS

- A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other lawful plans or programs for payroll deductions (beginning August 1, 2025).
- B. Nothing in this Agreement shall be construed to deny or restrict to any teacher, rights he may have under the General Michigan School Laws.
- C. Teachers shall sign out in the main office of the building for which they are assigned when they are leaving the building for personal reasons. In an emergency, teaching staff shall ensure that effort is made to notify administration or the office secretary of their absence.
- D. The Board agrees that neither it nor any of its administrative agents shall discriminate against any employee by reason of age, race, creed, religion, color, national origin or ancestry, sex, sexual orientation, marital status, physical characteristics or disability, place of residence, political activities, membership, non-membership or participation in the activities of the Association or any other employee organization. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer.
- E. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws.

ARTICLE 6 Grievance Procedure

A. Definitions:

1. A *grievance* is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established law, policy, or the terms of this Agreement.
2. The term *teacher* may include any individual or group of teachers who are certificated and/or who are covered under the collective bargaining agreement.
3. A *party of interest* is the person(s) making the claim and any person(s) who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The term *days* when used in this section shall, except where otherwise indicated, mean working schools days, Monday through Friday including summer months.

B. Purpose

The primary purpose of the procedure set forth in this article is to secure, at the lowest level possible, equitable solutions to the problems of the parties. These proceedings shall be kept as confidential as may be appropriate at any level of such procedure. This article does not limit the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

C. The building administration shall be the administrative representative when the particular grievance arises in one building.

D. Procedure

1. Level One

A teacher with a grievance shall first discuss it with the principal or building administrator, either directly or through the Association's School Representative, with the objective of resolving the matter informally. If the grievant is not satisfied by the informal conversation, the grievant will file the grievance in writing with the principal or building administrator within 30 school days of the incident. The principal or building administrator shall make the decision known to the grievant and the Association within three (3) days.

2. Level Two

a. If the aggrieved person is not satisfied with the grievance disposition at Level One, the teacher or the Association may file the grievance in writing within ten (10) school days with the Superintendent. Documentation will be hand delivered to the Superintendent's office. If the Superintendent is unavailable, timelines shall not begin until the Superintendent returns.

b. The Superintendent or designee will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or designee will meet with the aggrieved person in an effort to resolve it.

- c. If a teacher does not file a grievance within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, the grievance will be waived.

3. Level Three

If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the teacher has first met with the Superintendent, the teacher may file the grievance in writing with the Board within ten (10) school days. Documentation will be hand delivered to the Superintendent's office. If the Superintendent is unavailable, timelines shall not begin until the Superintendent returns. Within ten (10) school days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Board.

4. Level Four

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the teacher has first met with the Board Committee, the teacher may, within five (5) school days after a decision by the Board or fifteen (15) school days after the teacher has first met with the Board Committee, whichever is sooner, request the Association to submit the grievance to arbitration. The Association may, by written notice to the Board, submit the grievance to arbitration within fifteen (15) school days after receipt of the request by the aggrieved person. Grievances which do not arise from the language of this Agreement, or an alleged breach thereof, may be processed through Level Three, but are not arbitrable.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board Committee and the Association will request a list of arbitrators from the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted. Both parties agree to be bound by the award of the arbitrator, and that judgement thereon may be entered in any court of competent jurisdiction.
- d. The costs for the services of the arbitration, including per diem expenses of any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.
- e. The arbitrator shall have the authority to issue any appropriate remedy.

E. Rights of Representation

Any party in interest may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or another person; provided, however, that any teacher may not be represented by an officer, agent or other representative of any organization other than the Association. Further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing, except where the grievance involves only questions of fact unique to the individual grievant.

F. Miscellaneous

1. There shall be no reprisals of any kind by administrative personnel taken against any party in interest or the Association Representative, any member of the Grievance Committee, Appeal Committee, and Ad Hoc Committee, or any other participants in the grievance procedure by reason of such participation.
2. The following matter shall not be the basis of any grievance filed to arbitration under the procedures outlined in this Article.
 - a. Any claim or complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Michigan Teachers' Tenure Act as amended.
 - b. Any prohibited or illegal bargaining subject.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent to facilitate the grievance procedure.
5. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students of any phase of the grievance procedure.
6. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
7. Time limits may be extended by mutual written agreement of the parties.
8. For the purpose of assisting a bargaining unit employee and/or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Board shall permit a bargaining unit employee and or Association representative access to, and the right to, inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the bargaining unit employee or any issue in the proceeding in question. Employees whose files will be viewed must be notified of the proceedings three (3) days ahead of time unless timeline is waived by bargaining unit employee in writing. Confidential letters of reference secured from sources outside of the school system shall be excluded.

9. A bargaining unit employee who must be involved in the grievance proceedings during the workday shall be excused with pay for that purpose.

ARTICLE 7
Teaching Hours

- A. There shall be a 7:45 a.m. to 3:15 p.m. workday for 2024-26. The junior-senior high school student day shall be from 7:55 a.m. to 3:13 p.m. for 2024-26. The elementary student day shall be as outlined in Section G. There shall be a seven (7) period day for grades 7 – 12 as outlined below: Contact days and total hours for the year will meet or exceed state law plus 5 Professional Days.

PERIOD	2024-2026
Period 1	7:55 a.m. to 8:58 a.m.
Period 2	9:08 a.m. to 10:03 a.m.
Period 3	10:07 a.m. to 11:00 a.m.
Sr. High Period 4	11:04 a.m. to 11:57 p.m.
Jr. High Lunch	11:00 a.m. to 11:25 a.m.
Jr. High Period 4	11:29 a.m. to 12:22 p.m.
Sr. High Lunch	11:57 a.m. to 12:22 p.m.
Period 5	12:26 p.m. to 1:19 p.m.
Period 6	1:23 p.m. to 2:16 p.m.
Period 7	2:20 p.m. to 3:13 p.m.

The seven (7) class periods shall be as outlined in the above schedule with four (4) minutes passing time.

- B. Teachers may be required to remain after school, without additional compensation, for up to forty (40) minutes on each of two (2) days each month to attend meetings called by the Superintendent or Principal.
- C. 1. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent in time to the regular student lunch period in the respective building.
 2. Teachers shall not be responsible for the lunch period supervision. Teachers may volunteer for lunch duty.
 a. Junior High/High School teachers volunteering for permanent duty shall be eligible for either two (2) additional personal leave days per semester or take a monetary payment equal to the District's substitute pay in lieu of an earned personal leave day.
 b. As needed, one Elementary teacher (along with a paraprofessional) volunteering for permanent recess duty per period on lunch schedule shall be eligible for two (2) additional personal leave days per semester or take a monetary payment equal to the District's substitute pay in lieu of an earned personal leave day.
 c. In the event that the District deems it necessary, Administration may substitute Teachers' instructional time to be used for supervision.
- D. It is the responsibility of each teacher, as well as the Board, to provide the highest quality educational program practicable for every student in the District. This includes participation, attendance, and being ready to offer their services on a voluntary basis to promote the success of school activities.
- E. There will be two (2) parent-teacher conferences per school year. Parent-teacher conferences dates will be established through mutual agreement.
- F. Failure of any teacher to adhere to the Agreement's working hour's provision, without prior permission or special arrangement by the Building Principal, will result in docking of pay on a computed hourly basis.

- G. Schedule may be revised every year of the contract with input of the teachers to meet the changing requirements of the school day. An ad hoc committee consisting of the assigned building administrator, one lower elementary teacher, and one upper elementary teacher shall meet prior to the start of each school year to design a schedule that is agreeable for both parties.

Grades K/1

Time	2024-2026
Morning:	8:00 a.m. to 10:10 a.m.
Recess:	10:10 a.m. to 10:50 a.m.
Lunch:	11:00 a.m. to 11:20 a.m.
Afternoon:	11:25 a.m. to 2:55 p.m.

Grades 2/3

Time	2024-2026
Morning:	8:00 a.m. to 11:25 a.m.
Instructional	11:25 a.m. to 11:45 a.m.
Lunch:	
Recess:	11:45 a.m. to 12:05 p.m.
Afternoon:	12:10 p.m. to 2:57 p.m.

Grades 4-6

Time	2024-2026
Morning:	8:00 a.m. to 11:50 a.m.
Lunch:	11:50 a.m. to 12:10 p.m.
Recess/Prep:	12:10 p.m. to 12:30 p.m.
Afternoon:	12:35 p.m. to 3:00 p.m.

- H. Part-time staff will be assigned work in consecutive periods.
- I. Act of God days are scheduled days of student instruction which are not held because of conditions not within the control of school authorities, and shall be handled pursuant to State law. Instructional days shall be made up if the District falls below the minimum instructional hour requirement less any time allowed by law. If the District is required to make up instruction days, the parties shall meet within ten (10) days of a request by the Board and mutually decide where to place these additional days on the calendar. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

ARTICLE 8

Teaching Loads

- A. Junior-Senior High School
 - 1. The normal teaching load in the Junior-Senior High School will be a maximum of thirty (30) teaching periods per week. Teaching periods, supervisory, and study halls shall not exceed thirty (30) contact periods per week. A full-time teaching load shall consist of five (5) teaching periods with one (1) supervisory or study hall or six (6) teaching periods. There shall be a maximum of five (5) preparations. Study hall is not counted as a preparation.
 - 2. Each teacher shall have a maximum of five (5) unassigned preparation periods each week. Student contact hours, plus unassigned preparation periods, shall not exceed thirty-five (35) periods per week.

- B. Elementary School
 - 1. Each elementary teacher shall have a minimum of one (1) unassigned preparation period per day.
 - 2. Elementary class size for grades 1-3 shall not exceed thirty (30) students. Elementary class size for grades 4-6 shall not exceed thirty-two (32) students. When a class size reaches twenty-seven (27) students, a full-time aide will be considered. A recommendation to the Board shall be made by the administrator and the classroom teachers from the previous year. For example, if a fourth grade classroom had twenty-seven (27) students, a recommendation for an aide would be made by the administrator and the previous year's third grade teachers.

- C. The above teacher load shall be implemented providing the following conditions are observed:
 - 1. Will not detract or reduce programs presently in existence.
 - 2. Rules and guidelines will be established by the Principal.

- D. Any participation by a teacher in the Shared Academic Program shall be done strictly on a voluntary basis. Should a teacher volunteer for such an assignment, that teacher shall complete the school year in that assignment, subject to the needs of each school district involved. If a school district, not bound by this Agreement, elects to terminate the shared program during the academic year, the teacher shall return to a teaching assignment within this District. The District shall not be responsible for the loss of salary in such a circumstance. If a teacher is required to travel to a neighboring school district under this program, he/she shall retain all privileges as a teacher under this Agreement. Such contractual rights shall include, but are not limited to the following: salary, fringe benefits, seniority, and grievance procedure. The teacher shall not be reduced in rank or compensation or deprived of any professional advantage because of participation in this program.

- E. The student-teacher ratio is an important aspect of an effective educational program. The Board will make every effort to keep class sizes at an acceptable number as dictated by the District's financial condition, the building facilities available, the availability of qualified teachers, and the District's best interest as deemed administratively feasible.

- F. In the event handicapped students with disabilities are required to be in the regular classrooms in determining the least restrictive environment (LRE) and the IEP process, the parties agree to negotiate over the impact of any such placement.

G. Assignment of Students to Teachers and Class Transfers

1. **Grades K-8:** Current year's teachers, coming year's potential teachers, and the building administrator shall comprise an assignment team which shall meet and assign students to the coming year's teachers by May 15th of the current year.
 2. **Grades 9-12:** When students wish to transfer from one class to another class, they must secure the permission of both teachers affected, a parent, and the building administrator. The teachers and the building administrator shall comprise the transfer team.
 3. **Factors to be used in assignment of students to teachers and transfers:** The assignment team or the transfer team shall use their professional judgment, and shall consider factors including, but not necessarily limited to, the balancing of class sizes, individual student differences, abilities, emotional factors, peer relationships, and maximum group educational advantage, in making their recommendations.
 4. **Notification to parents and right to review:** Before the end of the current school year, parents shall be furnished with notice of the proposed assignments. In grades 9-12, after giving permission to a proposed transfer, parents shall be notified if the transfer request is rejected. In both cases, the parents shall be afforded the opportunity to meet with the team that made the recommendation, or rejected the requested transfer, to question or challenge the team's decision. The decision that follows, which is to be made either by the assignment team or the building administrator, at the building administrator's option, shall be final. Proposed student assignments for next year's teachers in grades K-8 the opportunity to meet with the team and the final decision shall be made before the current school year end.
 5. **Teacher of Record:** \$20.00 per student stipend per semester. (Does not pertain to an Instructor assigned to an OW hour)
- H. For part time teachers who share their time between Washington Elementary and A.D. Johnston Junior/Senior High School: Twenty (20) minutes of travel time will be allowed and will not be counted as part of either the teacher's guaranteed preparation time as per paragraphs A and B above or their lunch period.
- I. Teachers of elementary specials will have five (5) minutes between classes.
- J. Teachers are required to enforce disciplinary procedures as delegated by the building Principal.
- K. Teachers will provide copies of lesson outlines to their building administrator at least on a monthly basis, or more frequently at the teacher's discretion. These outlines shall not be included in disciplinary procedures.

ARTICLE 9
Professional Qualifications and Assignments

- A. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. The Board shall make assignments in accordance with the needs of the District and pursuant to the procedures contained herein.
- B. A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled including newly created positions or a bargaining unit position vacant because of retirement, resignation or discharge, that the District determines requires filling. Whenever any vacancy in any professional position including title program and community schools positions in the district shall occur, a written notice of such vacancy shall be provided to the Association.
- C. **NOTIFICATION (POSTING) OF VACANCIES AND APPLICATION:**
 - 1. Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee. Positions as described above shall be posted at least ten (10) school days prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest (administration may request a copy of the resume as included in the posting) to the personnel office.
 - 2. Summer Months: During the summer months when regular school is not in session, the Bessemer Area Schools will provide via work email to all bargaining unit employees who provide one, all vacancies as above described and shall also forward, at the same time, copies of said vacancies to all bargaining unit employees known by the Bessemer Area Schools to be certified for the position (if certification is required) and the Association. Positions so posted shall remain posted at least fifteen (15) calendar days prior to being filled. At any time the posting timeline and other requirements may be waived by mutual agreement by Association President and Bessemer Area School Board or Administration.

AWARDING OF VACANCIES:

Internal qualified applicants shall be awarded the position prior to considering external applicants unless there are extenuating factors relative to substantiating discipline that would preclude the District from placement. Awarding a vacancy to external applicants shall occur if no existing bargaining unit employees meet the criteria outlined in this section or prior discipline clearly indicates that an employee should not be placed in a particular position. The most qualified and adequately certified applicant shall be awarded the position.

“Most Qualified” shall be determined as follows:

- 1. The most qualified person for the vacancy shall possess the requisite certification or licensure necessary for the position.
- 2. Discipline records shall only be considered when the employee has been notified of the discipline, the discipline resides in the employee’s personnel file, and all challenges to the discipline have been exhausted. The use of discipline must be applied in an objective and equitable manner.

3. The most qualified person has successfully participated in applicable District provided professional development, training, or academic preparation for the instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment.
 4. Employees awarded the position must have at least seventy-five percent (75%) of their yearend evaluations as a bargaining unit employee rated as "highly effective" or "effective".
 5. If 2 or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.
 6. In the event that no internal employee applies or meets this criterion, then external candidates shall be considered.
- D. All teachers shall be given written notice of their tentative assignment for the forthcoming year no later than the preceding first day of August. In the event that changes in such assignment are proposed, all teachers affected shall be notified promptly.
- E. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, and extra duties enumerated in Appendix B, and Summer School courses, shall not be obligatory but shall be with the consent of the teacher.

F. SCHEDULE B VACANCIES:

1. When a Schedule B vacancy arises, the district will hire the most qualified individual for said Schedule B Vacancy.
2. These are not tenure positions and are yearly appointments. Currently occupied Schedule B positions will not be posted in the event the current coach achieves an effective evaluation and wishes to continue in their current position.
3. Coaches that have received an effective rating in 2 consecutive years will not be required to be evaluated annually and will be evaluated on a bi-annual basis. If less than effective is received, the coach will resume annual evaluations until a rating of effective or higher is achieved
4. On Staff Coaches that get an effective evaluation and have successfully completed all of the required duties shall retain their coaching position and do not have to reapply on a yearly basis. Off Staff Coaches, regardless of evaluation, need to apply on a yearly basis.
5. Teachers or other school employees hired to handle an extra duty assignment as indicated in Schedule B cannot resign this duty separately from their regular teaching assignment during the time of the extra-duty assignment unless notice at the end of a current season of intent to resign the extra assignment the following year is given to the administration or unless some other qualified person in the system will accept said position.
6. Teachers and other school employees will be removed from all Schedule B assignments upon retirement, resignation, or termination from their normal regular assignment with the district. They may reapply for the Schedule B position as an external candidate.

ARTICLE 10 Evaluations

- A. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
1. specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
 2. an evaluation of the teacher's job performance with timely and constructive feedback.
 3. clear approaches to measuring student growth with relevant data on student growth.
 4. multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.
 5. the use of student growth and assessment data as 20% of the year-end evaluation determination.
 - a. The student growth and assessment data shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers. (Elementary and Junior High teachers may elect to use STAR assessments, SLO's, pre-post tests, and other grade level testing as determined. High School teachers may elect to use SLO's, pre-post tests, or other assessment data that they collect.)
 - b. The teacher, at their discretion, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
 - c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
 6. a negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.
- B. Process: Charlotte Danielson Framework shall be used as the evaluation model.
1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. All probationary or teachers on an IDP shall be evaluated on an annual basis. Tenured teachers shall be notified no later than September 30 of each year as to whether they will be evaluated. If no notification is provided to the tenured teacher by September 30 of each year, that teacher shall not be evaluated.
 - b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teacher's will only be required to submit

detailed lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section. Detailed lesson plans shall be provided within 2 school days following the observation.

- c. The observation must include a review of pupil engagement in the lesson that is observed.
 - d. In order to ensure 1.b and 1.c above, the observation shall be no less than fifteen (15) consecutive minutes.
 - e. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs. Notice need not be provided for the one unscheduled observation.
 - f. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than fifteen (15) school days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation on the Charlotte Danielson Framework provided form.
 - g. There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least thirty (30) school days apart. The first observation shall occur no later than December 15 of each school year.
 - h. One observation may be unscheduled.
2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”, “developing” or “needing support”.
 - a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than May 31st of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed “effective” per the year-end evaluation determination.
 3. Teachers who work less than 60 days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district. If a probationary employee had a prior year’s rating of minimally effective, ineffective, developing, or needing support, they shall still be evaluated if their absences are not greater than ninety (90) school days.
 4. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years. Upon completion of the 2024-2025 school year, the administration may create a staggered assessment schedule for tenured teachers beginning with the 2025-2026 school year. This may result in some tenured teachers being evaluated less than three (3) years apart for the first three (3) years of this new evaluation language.

5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or 1st year teachers) shall be provided the following:
 - a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
 - b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
 - c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher’s improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
 - d. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating to the district’s superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
 - b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
2. A tenured teacher who receives two (2) consecutive ratings of needing support may request Binding Arbitration with the American Arbitration Association (AAA) within 30 calendar days after receiving the written response from the superintendent/district. The arbitration shall be subject to the uniform arbitration act. The arbitrator must:

- a. Be selected through the procedures administered by the AAA in accordance with its rules.
- b. Have the authority to issue any appropriate remedy.

D. Training on evaluation system, tools, and reporting forms:

1. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process. Tenured teachers may be excused from participating upon approval of the administration following the 2024-2025 school year if the teacher chooses to opt out of the training.
2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a “rater reliability” training every three (3) years as approved by the MDE that minimally includes all of the following:
 - a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms.
 - b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
 - c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
 - d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator’s evaluations.
 - e. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

ARTICLE 11

Discipline/Personnel Files

- A. Matters of personal conduct outside of the school environment are a private matter, and shall not be a consideration of the District, except where such action directly impacts upon the employer's or the employee's ability to carry out their respective duties, or reporting is otherwise required by law.
- B. No teacher (probationary or tenured) shall be disciplined, penalized, reduced in rank or compensation or deprived of any professional advantage for any reason that is less than the standard set forth under MCL38.101(1)(1).
- C. **Progressive Discipline:** A program of progressive discipline shall be followed. The following progression of discipline shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:
1. Oral warning, then
 2. Written warning, then
 3. Written reprimand, then
 4. One-day suspension without pay, then
 5. Further suspensions without pay, then
 6. Discharge.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide justification for the acceleration of the above progression of discipline.

- D. **Association Representation:** The employer shall offer association representation to the bargaining unit employee in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately

available, the meeting will not be unreasonably delayed. If an employee is offered representation and declines, they must sign a waiver of that right and may revoke that waiver and insist on representation at any time.

- E. **PERSONNEL FILE:** The Superintendent's office shall be responsible for maintaining a file for each teacher. A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings. (The district shall give employees 3 days prior notice of a request to review their personnel file. An employee may waive that 3-day notice by written authorization.) Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.
- F. No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual, and there shall be no written record of such in the employee's Personnel File.
- G. All discipline or complaints, as defined in Section K, that is four (4) years or older shall be expunged from the personnel file except as limited by any existing laws. It is the employee's responsibility to notify the district off any discipline greater than four (4) years that is in their file.
- H. As provided by law, if there is disagreement with information contained in a personnel record, including evaluation content, removal or correction may be mutually agreed upon by the District and the teacher. If an agreement is not reached, the teacher may submit a written statement (not to exceed 5 sheets of 8 ½" x 11 paper) explaining the teacher's position.
- I. In the event a third party requests to see any material contained in the file, either through a FOIA request or other means, the following procedure shall apply:
 - 1. The teacher shall be notified of any such request.
 - 2. The teacher shall be provided with a copy of the request.
 - 3. The teacher and the Association have the option of filing a lawsuit in circuit court, at the Association's expense, to try to obtain a court order enjoining the School District from complying with the law and releasing.

- J. **COMPLAINTS:** No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question as indicated in section I above. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit employee believes the material placed in the file is inappropriate or in error, they may request the material will be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.
- K. Should the Administration receive any written, signed complaint from a parent or student which is deemed by the Board or Administration to be justifiable, the teacher will be informed of the complaint, and the teacher may ask that a meeting be requested with the complainant. The District shall meet with the teacher to discuss the complaint. The teacher may bring a representative from the BEA, MEA, or other counsel. The meeting will take place at a time acceptable to all parties. Any complaint received that is not written and signed from a parent or student will be brought to the attention of the teacher but no record of such a complaint will be kept in any file maintained by the administration. However, if a parent requests a meeting with a teacher concerning his/her child's progress or problems, the request shall be granted and a meeting held at a time mutually agreeable to both parent and teacher. If the teacher desires to have an administrator participate in such conference, the teacher request shall be granted.
- L. Any case of assault upon a bargaining unit employee shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. The Employer will provide the bargaining unit employee legal counsel to advise the bargaining unit employee of their rights and obligations with respect to such assault. The Employer shall reimburse any bargaining unit employee for damages to or destruction or loss of clothing and/or personal items up to \$500

per incident, provided such damage, destruction or loss occurred on school premises or while on a school-sponsored activity and was not occasioned by the negligence of the bargaining unit employee.

M. Bargaining unit members shall not be treated disparately.

ARTICLE 12

Seniority

- A. Article shall only apply to certified staff. Non-certified staff shall begin accruing seniority within the bargaining unit upon receipt of a Michigan Teaching Certificate. Employees who possess an out of state certificate or licensure will receive one year from their date of hire to receive their Michigan Teaching Certificate. If they receive their certificate in that timeframe, they will receive seniority back to their date of hire. If they do not, seniority will begin when their Michigan Teaching Certificate is received.
- B. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work (if the first day is a holiday, said day is the first day of work) since the most recent day of hire. All bargaining unit employees shall be ranked on the list in order of their first day of work, as above defined. In the circumstances of more than one (1) individual having the same first day of work, all individuals so affected, will participate in a drawing to determine placement on the seniority list. The Association and affected bargaining unit employees will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit employees and Association representatives to be in attendance. As of September 1, 2024, all new hires shall have their seniority computed from the bargaining unit employee's date of hire. In the case that multiple bargaining unit employees have the same date of hire, the drawing rules listed above shall apply.
- C. No later than thirty (30) days following the ratification of this Agreement, and by every September 30 thereafter, the Employer shall prepare a seniority list.
- D. The seniority list shall be published and mailed or delivered to each bargaining unit employee by October 1 of each school year. Challenges or revisions to the list must be filed by November 1 of that same year; otherwise, the seniority list will be considered final for that school year. Should there be unresolved disagreements remaining by December 1 of the school year, the Board and Association shall submit the issue to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list.
- E. All seniority is lost when employment is severed by resignation, retirement, discharge or transfer to a non-bargaining unit position; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, bargaining unit employees so affected shall retain all seniority accumulated as of the effective date of layoff until rights are terminated by the employee.
- F. Seniority shall continue to accumulate when bargaining unit employees are on sabbatical, military, study, parental (maternity) health, or Association leave.

- G. For teachers teaching less than full time, seniority shall accrue in direct proportion to the percentage of the full day taught. For example:
1. One-seventh (1/7) time teaching equals one-seventh (1/7) year seniority.
 2. Four-sevenths (4/7) time teaching equals four-sevenths (4/7) year seniority.

Beginning with the 2024-2025 school year, in those instances where partial credit earned prior to August 1, 2024, the involved parties shall meet to establish the new fraction of service credit toward seniority. Decimals shall be rounded to the nearest one-seventh (1/7th) of a school day.

- H. The attached seniority list shall be in effect as per past practice and the above conditions shall be implemented effective the first day of the current Agreement.
- I. The Board shall use the seniority list from the previous school year (inclusive to any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year as prescribed in Article 11 Layoff and Recall Below.

Reduction in Personnel-Layoff and Recall

- J. It is understood by the parties that a reduction of staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction when the educational program, curriculum, and staff are curtailed, the following procedures will be used:
1. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.
 2. If reduction is still necessary, then tenured teachers will be laid off in inverse order of qualification as defined in Article 9, subsection C, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per Article 9, subsection C) teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.
- K. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (Article 9, subsection C).
- L. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for any layoffs during the summer months and no less than 60 calendar days prior to the end of a semester. If notice is provided less than 60 calendar days to the end of a semester, the employee shall be given one (1) full semester before the layoff is effective. If a reduction in State of Michigan per pupil foundation allowance of more than 10% occurs after September 1st, then this 60-calendar day notice shall be waived.
- M. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

N. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board (or verified through the Michigan Department of Education) at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

O. Definitions:

i. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

ii. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in Article 9, subsection D.

P. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article 9, subsection 9, and which is the equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such case the teacher shall have the ability to finish the term of their contract before reporting for duty at the district of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.

Q. A certified employee shall retain the right to recall with the district for the number of years worked with the district or 3 years (whichever is greater) or they waive their right to recall.

R. Teachers laid off shall have insurance benefits continued and paid by the board in accordance with provision of Article 18 (Health Insurance) until the end of the following month of the effective date of layoff, unless benefits have already accrued for the summer months. Then those benefits would continue through the month of August. After that, a laid off teacher may continue their insurance benefits in accordance with the carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE 13 TRANSFERS

A. Definition of "Transfer":

A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in K-6, (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article 9 pertaining to vacancies. Other transfers will be governed by this Section.

B. Voluntary Transfers:

A request for a transfer may be made at any time in writing to the Superintendent with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days, and shall respond to the request no less than 15 calendar days following notification, or prior to any layoff taking effect, whichever is shorter. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated. Voluntary transfers may only be used in the following circumstances:

1. Two certified and qualified employees wish to exchange positions. (Requests must be made 30 days prior to the change becoming effective.)
2. A teacher volunteers to replace another teacher that the district has determined a need to involuntarily transfer pursuant to Subsection C., below.
3. A teacher has been displaced (but not laid-off) due to a reduction in force in the district. In this instance, the teacher must select any vacant position for which they are qualified and certified. If more than one teacher is displaced, then the qualifications under Article 9, shall be used to determine the order of selection. If qualifications are equal, then the most senior employee shall have first choice.
4. A voluntary transfer shall not be used to force the layoff of another teacher.

C. Involuntary Transfers:

A tenured or probationary teacher shall not be involuntarily transferred for reasons less than the disciplinary threshold established under MCL 38.101 (1)(1). Involuntary transfers may only be enacted for cases involving individual performance, as part of a necessary reduction in force, or in cases of emergency. Written notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association.

In cases of emergency, the bargaining unit employee shall be returned to their prior position upon resolution of the emergency or at the start of the next school year, whichever occurs first.

The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

ARTICLE 14
Annexation

- A. If the Bessemer Area School District is an annexing district, the seniority list shall remain unchanged and the incoming teachers from the annexed district will begin with zero (0) years of seniority on the list. However, the annexed district teachers shall be placed on the salary schedule at Board discretion. Further, the Board will not voluntarily negotiate any matter with the annexed district's teachers or their representatives. Such negotiations, if necessary, shall be through the recognized bargaining agent which is the Bessemer Education Association. *(See Article 1, Recognition, of this Agreement.)*

ARTICLE 15
Leaves of Absence

- A. Teachers shall be entitled to twelve (12) days sick leave, with full pay, each school year for personal illness or injury, or illness in the immediate family. The immediate family shall be considered to include spouse, domestic partner, child, step-child, parent, step-parent, sibling, and any relative living in the teacher's household. After five (5) consecutive days' absence, the District may require the teacher to produce a medical excuse for the absences.(or at the discretion of the Superintendent if the District can demonstrate a pattern or suspicion of abuse).
- B. Up to five (5) days of paid funeral leave for each incident may be utilized for death in the immediate family or death of grandparents, grandchildren, father-in-law, mother-in-law, aunt, uncle, niece, nephew or other family members at the discretion of the administration. Further death leave may be granted at the discretion of the superintendent. More days needed will be subtracted from the teacher's sick leave day's accumulation.
- C. Each teacher shall be entitled to an accumulation for the unused portion of each year's leave up to a maximum of 180 days, exclusive of the twelve (12) days of the current year.
- D. Five (5) days a year may be used for personal leave. Personal leave signifies that the nature of the leave is personal and such leave will be without expressed reason. If a teacher takes a fifth day of personal leave, the teacher shall reimburse the District for the cost of a substitute teacher for that day. The first four (4) personal leave days shall be deducted from the accumulated sick leave. Personal leave days may not be used during the first or last two weeks of school, except in emergency situations as approved by the Superintendent. Personal leave days may, at the discretion of the Superintendent, be used for the day preceding or following a scheduled holiday, providing that the teacher has given three (3) school business days advance notice for said use and a substitute teacher is found.
- E. The maximum number of persons using personal leave and conference/workshop leave days on the same day shall be restricted to three (3) employees of the 7th – 12th grade staff and three (3) members of the Washington School staff. Any additional persons requesting personal leave over this maximum could only be granted at the discretion of the Superintendent. Two weeks' notice is required for conference/workshop leave day(s).
- F. In an emergency situation where an excessive number of the teachers are absent on a particular day due to unforeseen circumstances, the Superintendent has the right to deny a personal leave day.
- G. Teachers may be granted a leave of absence with pay, up to three (3) days, for administration approved visitation at other schools, or for attending meetings or conferences of an educational nature. The number of teachers allowed to leave at one time will be within the discretion of the administration. Two weeks' notice is required for conference/workshop leave

days. The teacher may be requested to file a written report, within one week, of his attendance at such visitation, conference, workshop, or seminar.

- H. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- I. Any teacher who is absent because of injury or disease compensable under Michigan Workers Compensation Law shall receive from the Board the difference between Worker's Compensation payment prescribed by law and the teacher's regular salary, to the extent and until such time a teacher will have used up his/her sick leave provided herein.
- J. Association Days: Up to nine (9) days will be granted to the Association to be used for Association business. Any Association member may use the leave with approval from the Superintendent/designee and Association executive committee. Such leave shall be without loss of pay. The Association agrees to pick up the cost for a substitute for all Association days used.
- K. No teacher shall be excused during regular hours for other employment of personal gain except with the permission of the Superintendent.
- L. A leave of absence for a period for one (1) year may be granted upon review and approval of the Board of Education for purposes deemed by the Board as being educationally oriented or for educational purposes.
- M. Employees will be provided two (2) weeks of District paid maternity/paternity leave, for the birth or adoption of a child. This leave shall not be charged against her or his accumulated sick or personal leaves. Pregnancy shall be treated as any other temporary medical disability. The teacher shall be entitled to an uncompensated child care leave after the use of District provided leave, as well as accumulated sick leave, for the balance of the school year and shall be entitled to return from such leave at the beginning of the following school year.
- N. Each teacher shall contribute one (1) day into a sick leave bank. Teachers may place additional sick leave days from their accumulated sick leave into the bank as needed. The placement of these additional days shall be by majority vote of bargaining unit employees. All bargaining unit employees will then be required to donate days. The sick leave bank shall be administered by one (1) designee of the Association and one (1) designee of the Board. This committee shall establish reasonable rules by which to administer the bank. No bargaining unit employee can draw from the bank until he/she has exhausted their accumulated sick leave. A retiring teacher may donate any remaining sick days not eligible for payout in Article 19 to the sick leave bank by written notification to the District.
- O. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox or lice, shall suffer no diminution of compensation and shall not have the absence(s) charged against his/her sick leave. The teacher must bring a statement from a physician substantiating these illnesses to avoid the absence being charged against his/her sick leave.
- P. Adoption of a child or children shall entitle the teacher to paid sick leave above the two weeks provided in subsection M, above, and shall be administered according to FMLA.
- Q. The provisions of the Family and Medical Leave Act (FMLA) and its implementing regulations are hereby incorporated by reference into this Contract.
- R. Individuals who are required to leave the district due to military service, shall not be required to pay the cost of substitutes, nor use accrued leave time. Official orders and documentation

of the military leave must be provided to the Superintendent. Employees shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

- S. Consistent appointments at the beginning or end of the day may be divided by hour increments to equal half or full days.

ARTICLE 16

Strikes and Sanctions

- A. During the term of this Agreement, neither the Association or any person acting in its behalf, will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of a teacher from his position, or stoppage of work or abstinence, in whole or part, from the full, faithful, and proper performance of the teacher's duties of employment) for any purpose whatsoever.
- B. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his/her contractual duties, or who refuse to participate in any of the activities by this article.
- C. Section B of this Article will not be construed to restricting the Association's right to take any lawful action or exert any lawful pressure in connection with negotiations or future professional agreements.
- D. Violation of this article by any teacher or group of teachers will constitute a lawful basis for discharge and/or imposition of discipline or penalties.
- E. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under the Michigan Public Employment Relations Act

ARTICLE 17
School Improvement – Site Based Decision Making

A. School Improvement Plans (SIP)

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

B. Site-Based Decision Making (SBDM)

Site-based decision making is the process by which the teachers at the work site jointly make decisions affecting their working conditions. Decisions made by the SBDM committee shall not violate the Agreement. Decisions made by the SBDM committee will be approved by the Association and Board before implementation of the decisions.

C. If any provision(s) of a SIP or SBDM decision or application thereof violates, contradicts, or is inconsistent with this Agreement, this Agreement shall prevail.

D. Any provision(s) of a SIP or SBDM decision or applications thereof affecting the wages, hours, and or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment of any bargaining unit employees must have the written approval of the Association before being adopted and/or implemented, unless that provision is a prohibited bargaining subject.

E. Participation in any SIP or SBDM activity is voluntary.

ARTICLE 18
Miscellaneous Provisions

- A. This Agreement shall supersede any policy, rules, regulations or practices of the Board which shall be contrary to or inconsistent with its term. It shall likewise supersede any contrary to or inconsistent terms contained in any individual teacher contracts, which shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Employees may print copies of this Agreement on District printers/copiers at no cost.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found contrary to law or prohibited subject then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The school calendar will be set by mutual agreement of the bargaining unit and representative of the Board by the third Friday in April of each year.
- E. Department heads and involved teachers shall be consulted on budgetary matters which concern their department or program.
- F. A record of leave days accumulated and days used shall be provided with each payroll record.
- G. Students enrolled within the District shall not be used as teacher aides, monitors, and shall not supervise in any way.
- H. The parties to this Agreement may mutually agree to open and negotiate matters of a mutual concern at any time.
- I. Teachers responsible for the activity and who are taking students out of school on field trips, etc., shall not be required to use personal leave time for said days nor shall they be responsible for paying for substitute teachers. Teachers acting as chaperones may be required to do so at the discretion of the Superintendent.
- J. If the District desires to utilize the Lake Superior Virtual Academy or other outside group to instruct Bessemer students, we hereby affirm our position that the BEA is the exclusive bargaining representative for all certified teaching personnel and counselors employed through the Bessemer Area School District for the purpose of instructing students in the Bessemer Area School District. Both parties agree to memorialize in writing through a letter of agreement, any deviation from this expectation.

ARTICLE 19
Professional Compensation

- A. The salaries of teachers covered by this Agreement, set forth in Appendix A are based on a normal weekly teaching load.
- B. A teacher may be called upon to substitute in a class for another teacher within the District. The teacher will be compensated \$15 per hour for each class taken over his thirty (30) hour maximum or with compensatory time (hour for hour) in lieu of monetary compensation. The building administrator will provide a written acknowledgment for the compensatory time to the teacher. (Elementary teachers will be given compensatory time, hour for hour, if given another class, and shall be used for early release.)
The Association is required to post a list of available substitutes of this nature. A study hall will be regarded as a class.
- C. At the beginning of the school year, each teacher shall have the choice of receiving pay in twenty-one (21) or twenty-six (26) (bi-weekly during the summer months) pay periods. Lump sum payments of summer checks will not be provided. Paychecks shall be electronically direct deposited for all teachers. Deposits shall occur on Thursday afternoons so that monies are available to the teachers on Fridays. Should the week of Thanksgiving fall upon a payroll week, the direct deposits shall occur on the Wednesday preceding the holiday. In years with twenty-two (22) or twenty-seven (27) pay periods, the Superintendent or designee will notify the Association President, by August 15th of the forthcoming school year, when this anomaly occurs.
- D. Retirement will be paid for each teacher by the Board to the extent allowable under the law.
- E. Teachers shall receive their extracurricular pay in one (1) payment at the end of the activity.
- F. Any teacher required to attend an IEP Team meeting outside of the school day will receive compensatory time for such meeting. No teacher will be required to attend more than one (1) IEP Team meeting a week which interrupts his/her preparation period. Any IEP Team meeting attended after one prep time interruption in any one week will be compensated with comp time.
- G. A teacher who substitutes for the building administrator shall receive compensation at the rate of twenty-five dollars (\$25) per half ($\frac{1}{2}$) day.
- H. Any issuance of retroactive pay shall be at the discretion of the employee.
- I. The Head Teacher for the elementary school shall be compensated \$5000 per year in addition to his/her normal salary.
- J. In order to comply with Section 164h (1) (d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than

October 1 of each year. Such policy shall not, in any way, alter the provisions contained in this Collective Bargaining Agreement

- K. Elementary teachers taking their students on overnight field trips may, with approval of the Superintendent, be compensated \$200 or one (1) personal day.

**ARTICLE 20
Health Insurance**

- A. The Board shall provide the following MESSA plan for each employee of the bargaining unit and his/her dependents as determined by MESSA. The MESSA plan is outlined below.

Medical Plans

<u>Plan</u>	<u>Benefit</u>
ABC Plan 1	(7V)
<ul style="list-style-type: none"> • IN Deductible • IN Coinsurance • OL/OV/SV Copay • UC/ER Copay • Rx Coverage • Riders 	\$1400/\$2800 0% \$0/\$0/\$0 \$0/\$0 ABC Rx HEQ

Ancillary Plans (with Medical)

<u>Description</u>	<u>Benefit</u>
Dental	
<ul style="list-style-type: none"> • Diag & Prev • Basic Services • Major Services • Annual Max • Orthodontics • Lifetime Max • Riders 	100% 90% (X-Rays) 90% \$2,500 90% \$2,500 2 Cleanings
Vision	VSP 3 Plus
Life Insurance	1 X Salary
AD&D	1 X Salary

Ancillary Plans (without Medical)

<u>Description</u>	<u>Benefit</u>
Dental	
<ul style="list-style-type: none"> • Diag & Prev • Basic Services • Major Services • Annual Max • Orthodontics • Lifetime Max • Riders 	100% 90% (X-Rays) 90% \$2,500 90% \$2,500 2 Cleanings
Vision	VSP 3
Life Insurance	1 X Salary
AD&D	1 X Salary

The District agrees to contribute 80% of the premium and deductible to the MESSA ABC 1 Plan's HSA for single, 2-Person, and Full Family plans. Payments to the HSA will be made by the District by January 15th and July 15th of each year in the amount of half of the total deductible for each payment. The 20 percent premium and deductible contributions shall be made by employees through payroll deductions. (Both parties agree to review the contribution rate in July of 2023 based on financial burden to district.)

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

Any member who is Medicare eligible may elect to have the deductible contribution as a one-time off schedule payment.

- B. Any teacher within the District who does not choose to be covered by the provided hospitalization plan may apply \$500 per month for other fixed or variable options offered by MESSA or MEAFS. If such options exceed a single subscriber rate of MESSA Choices II, such sum in excess shall be borne by the individual involved.

The Board shall adopt a Section 125 Cafeteria Plan in accordance with IRS requirements. The Board is responsible for administering the plan. The plan shall minimally include a benefit selection option to be completed by all bargaining unit employees on an annual basis.

For those bargaining unit employees opting to participate in the plan, the district shall offer the option of receiving cash in lieu of benefits or of using a salary reduction plan to maintain a tax-deferred status.

- C. Part-time teachers shall be eligible to receive the benefits provided in Section A, on a pro-rata basis. If the part-time teacher elects not to participate in the medical plan, the teacher shall receive 100% Board paid benefits from Pak B and a pro-rata annuity as provided for in Section B.

**ARTICLE 21
Retirement/Severance**

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

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

3. Notice is to be given to the Superintendent as soon as possible and before March 15 of the current year. If retiring in the second semester, the teacher must provide notice to the Superintendent by October 1 of the current year. The request will be submitted to the board for approval.
4. Payment shall be made in January of the year following retirement. Retirement incentive payment shall be made in the following manner: Payment shall be in equal installments each January over a three (3) year period. The retirement incentive will not be available to employees after the 2027-2028 school year and beyond.

5. In the event of the employee's death after notice of retirement, any outstanding sums shall be paid to his/her spouse or dependent child.
6. Upon verification of enrollment into the Michigan Public School Employees Retirement System fringe benefit program, the Board will pay the retired employee fifty dollars (\$50) per month to cover the insurance fees. A payment of three-hundred dollars (\$300) will be made on July 15, and another three-hundred dollars (\$300) made on January 15. Payment will continue until such time as the retiree is eligible for Medicare through the Social Security Administration or death, whichever occurs first.

C. Severance: In addition to the retirement provision outlined above, Teachers shall also be compensated as follows:

1. Teachers retiring from the Bessemer School District shall be compensated for a maximum of 155 accumulated sick days according to the following matrix. The severance sick day payout will remain at \$60.00 for the 2028 - 2029 school year and beyond.

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

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

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

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

ARTICLE 22
Mentor Teachers

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

ARTICLE 23
Public School Academies

The District will furnish the Association with a copy of any application they receive regarding a proposed public school academy and all required information concerning the application to authorize a public school academy.

ARTICLE 24
Duration of Agreement

This Agreement shall be effective as of October 9, 2024 and shall continue in effect until the 31st day of August, 2026. This Agreement shall not be extended orally nor reopened, unless mutually agreed upon by both parties in writing. Also, it is expressly understood that this Agreement shall expire on the date indicated above.

**BESSEMER AREA SCHOOLS BOARD OF
EDUCATION:**

BESSEMER EDUCATION ASSOCIATION:

Date: _____

Date: _____

ARTICLE 25
Emergency Manager

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

**APPENDIX A
BESSEMER AREA SCHOOL DISTRICT
2024-2026 Staff Salary Schedule**

For 2024-2025 School year, pay increases will be retroactive to 9/1/2024.

2024-2025 Salary Schedule (\$3,000 increase over 2023-2024, plus new step 27)				
	BA	BA+18	MA	MA+20
0	34,078			
3	40,031	40,900	42,228	43,610
4	41,858	42,727	44,200	45,582
5	43,686	44,553	46,173	47,552
6	45,514	46,381	48,143	49,522
7	47,342	48,208	50,114	51,496
8	49,169	50,036	52,085	53,467
9	50,996	51,861	54,058	55,438
10	52,824	53,690	56,030	57,409
11	54,651	55,516	58,001	59,381
12	56,478	57,344	59,970	61,353
13	61,686	62,604	65,545	67,008
19	64,137	65,049	68,040	69,501
24	64,754	65,668	68,657	70,115
*27	65,754	66,668	70,657	72,115
*This step will be attained at 27 years of service (including any years earned or awarded by the District).				
2025-2026 Salary Schedule (\$1,500 increase over 2024-2025)				
	BA	BA+18	MA	MA+20
0	35,578			
3	41,531	42,400	43,728	45,110
4	43,358	44,227	45,700	47,082
5	45,186	46,053	47,673	49,052
6	47,014	47,881	49,643	51,022
7	48,842	49,708	51,614	52,996
8	50,669	51,536	53,585	54,967
9	52,496	53,361	55,558	56,938
10	54,324	55,190	57,530	58,909
11	56,151	57,016	59,501	60,881
12	57,978	58,844	61,470	62,853
13	63,186	64,104	67,045	68,508
19	65,637	66,549	69,540	71,001
24	66,254	67,168	70,157	71,615
*27	67,254	68,168	72,157	73,615
*This step will be attained at 27 years of service (including any years earned or awarded by the District).				

**APPENDIX B
EXTRACURRICULARS**

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

Current funds raised for extracurricular shall remain unchanged.

Purchases shall require administrative approval.

Longevity Payments:

- i. Consecutive years in specific Schedule B position
- ii. Additional 5% raise every 5 years as a stipend increase

<u>Years</u>	<u>Coaching Percent</u>	
5	5%	** Of Base Coaching Stipend
10	10%	
15	15%	
20	20%	

**APPENDIX B
EXTRACURRICULARS
2024-2026
Athletic**

	2024-2026
FOOTBALL	
Head Coach	\$5,050
Assistant Coaches (3 ea)	3,350
Junior High Coaches (2 ea)	1,100
BASKETBALL (Boys & Girls)	
Varsity Coach	4,800
Junior Varsity Coach	3,300
Freshman Coach	
8 th Grade Coach (1 ea)	1,100
7 th Grade Coach (1 ea)	1,100
TRACK	
Head Coach	3,340
Assistant Coaches (2 ea)	1,500
Junior High Coaches (2 ea)	1,100
VOLLEYBALL	
Varsity Coach	4,800
Junior Varsity Coach	3,300
7 th grade	1,100
8 th grade	1,100
GOLF	
Head Coach	1,100
SOFTBALL	
Head Coach	3,340
Assistant Coach	1,500
Sr. High Cheerleading Football	750.00
Sr. High Cheerleading Basketball	750.00
Jr. High Cheerleading Advisor	700.00

Fine Arts

Band (after hours)	2,000
Choir (after hours)	1,500
Art (after hours)	400
 Summer Band Program (per week), plus an additional \$56.48 per event on the 4 th of July	365

Academics

Summer School	\$21.00/hr.
Teacher of Record	\$20.00 per student stipend per semester. (Does not pertain to an Instructor assigned to an OW hour)
Counselor	During the week prior to or immediately following the school year, the administration may call in the counselor to work as needed. Compensation in such cases will be at the teacher's per diem rate.
Distance Learning	The parties agree to address distance learning if a Bessemer teacher becomes an instructor.
Head Teacher	To be determined following Administrative realignment, if necessary
Senior High Yearbook Advisor	1,250
Senior Class Advisor	1,300
Junior Class Advisor	1,000
Sophomore/Fresh Advisor	400
High School Student Council Advisor	550
Jr. High Student Council Advisor	550
National Honor Society Advisor	500
Science Olympiad Advisor	1,000
Jr.High Science Olympiad Advisor	700
Biology Olympiad Advisor	700
Catamaran Coordinator	1,000
Spelling Bee Coordinator	200
Key Club	650
CTE Advisor	500

Sr. High Quiz Bowl	\$650 plus \$112 per match after the initial match
Jr. High Quiz Bowl	650

INACTIVE EXTRACURRICULARS: Car Allowance, Counselor, Debate Coach, Library Manager (HS & Elem.), Noon Duty, Speech Coach, Summer Baseball, Tennis Coach, Washington School Annual, Washington School Library, Washington School Paper, Saturday School, Computer Club, Golf, Jr. High Football Asst., Thespian Club Sponsor, Director Senior or Junior High Play, Director of Technology, High School Newspaper, Driver Training Instructor, Freshman Basketball

Bessemer Area School District

2024 - 2025 School Calendar

****10 am start on 8/27/24****

August '24							September '24							October '24						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

November '24							December '24							January '25						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	

February '25							March '25							April '25						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
						1						1			1	2	3	4	5	
2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28		23	24	25	26	27	28	29	27	28	29	30			

May '25							June '25						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30					

Fall Picture Day:
October 2, 2024
Retakes: November 20, 2024

Graduation:
Friday, May 23, 7:30 pm.

ADJ SEMESTER EXAMS:
S1- December 18-20
S2- June 4-6

- No School/ Holidays
- Teacher in-Service Day (no school for students)
- Half Day (11:17 am pupil dismissal)
- First and Last Day of School (First Day is 10 am start)
- Graduation
- Parent/Teacher Conferences

First day of school August 27th- 10:00 a.m. start. Last day is June 6th with an 11:17 a.m. student dismissal.
 Thanksgiving Break: 11:17 a.m. on 11/27/24 - 11/29/24, Winter Break: 12/23/24-1/3/25,
 Spring Break 3-24/25-3/28/25.
 Parent/Teacher Conferences: 11/6/24, 4/9/25 (Half days), Graduation: 5/23/25.
 End of Marking Periods: 10/25/24, 1/10/25, 3/14/25, 6/6/25 half days for students.

**APPENDIX D
PROBATIONARY TEACHER CONTRACT**

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

WITNESSETH:

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

TOTAL SALARY \$ _____

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

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

TEACHER	BOARD OF EDUCATION
Signature _____	_____
Print or type name _____	_____

**APPENDIX E
TENURE TEACHER CONTRACT**

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

WITNESSETH:

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

TOTAL SALARY \$ _____

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

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

TEACHER

BOARD OF EDUCATION

Signature _____

Print or type name _____

Letter of Agreement

Between

Bessemer Education Association (BEA)

And

Bessemer Area Schools

- A. This Letter of Agreement shall become effective on August 1, 2025.
- B. Any bargaining unit employee of the BEA may voluntarily become a member of the Association. A member of the Association or employee who has applied for membership may sign and deliver to the Employer a signed form authorizing payroll deduction of dues and/or assessments to the Association. Said authorization, if received in a hard copy signed from or an electronically signed form provided by the Association, shall be accepted and processed by the employer.

The Employer shall process payroll deduction forms received from members within 10 (ten) days of receipt. Such authorizations shall continue in effect from year to year unless revoked in writing by the member under procedures administered by the Association.

Pursuant to authorization, the Employer shall deduct dues and assessments at the rate of 1/10 from the employees pay starting at the first pay of September and continuing monthly through June.

If the payroll deduction amounts change within the course of any school year, the Association shall provide the Employer a payroll change form for any affected member to apply within 10 (ten) days of receipt to any remaining pays per the deduction schedule defined above.

- C. Upon receipt of authorized payroll deductions for Association dues, the Employer shall transmit these payments to the Michigan Education Association via ACH within 10 (ten) days of when the payroll deductions took place.

Accompanying the distribution of payments will be a report indicating the specific categorical (dues or MEA assessment) amounts attributable to each employee with the employee's name, employee ID number (if applicable), and payroll ID number (if different from employee ID number). The Association will provide an Excel template for the ease of reporting this information. This Association-specific report shall be provided via email to the Association within the 10 (ten) day requirement as an Excel attachment.

- D. In the event of any legal action against the Employer brought in a court or administrative agency because it complied with this Article, the Association agrees to defend such action, at its own expense and through its own council, provided:
1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and

3. The Association shall have complete authority to compromise and settle all claims it defends under this section.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court of administrative agency as a direct consequence of the Employer's compliance with this Letter of Agreement, but this does not include liability for unemployment compensation paid under the Michigan Employment Security Act.

For the Association:

For the District

Date: _____

Date: _____

By: _____

By: _____

Letter of Agreement

Between

Bessemer Education Association (BEA)

And

Bessemer Area Schools

RE: Teacher Tuition Fund

The parties shall meet upon ratification of this agreement for the 2024-25 school year and no later than October 1, 2025 for the 2025-26 school year to establish guidelines for the yearly tuition reimbursement fund of \$10,000. In attendance shall be one member from each of the following groups: Board of Education, Administration, BEA, and the UniServ Office.

For the District

Date

For the Association

Date