

**MASTER CONTRACT**

**BETWEEN**

**BEECHER BOARD OF EDUCATION**

**AND**

**BEECHER EDUCATION ASSOCIATION, MEA/NEA**

September 2008

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## ARTICLE I - Recognition

- A. The Beecher Board of Education, hereinafter called "The Board", hereby recognizes teaching as a profession and the Beecher Education Association, herein after called "The Association", as the exclusive bargaining representative, as defined in Section II, of Act 379, Public Acts of 1965 for all certified and professional personnel whether under contract, on leave, on permanent, part-time or class rate basis, employed or to be employed by the Board. This specifically would include all classroom teachers, substitutes working in the same position more than 60 days, substitutes meeting Appendix A – Section D, guidance counselors, librarians, special education teachers, speech education teachers, speech correctionists, department coordinators, critic teachers, resource teachers, consultants, nurses, social workers, home counselors, dropout prevention coordinators, bilingual teachers, Adult/Alternative Education, Community Service Workers, Student Intervention/Parent Liaison Workers, and persons teaching under state board permit, but excluding:

Noon-hour lunch personnel, accounting, office, clerical data processing, administrators and executive personnel, maintenance, cafeteria, transportation personnel, mechanics, supervisors of aids, paraprofessionals, community school directors, Indian education coordinator, security personnel, and Athletic Director.

Only certified personnel, as defined by the State of Michigan, shall be used in the classroom to instruct students. Any non-certified personnel used in the classroom will be under the supervision of certified personnel. Any exception to this paragraph may be granted only by mutual agreement of the Board and the Association.

- B. The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to all matters of common concern and according to the procedure set forth in Public Act 379. The two groups shall view the consideration of matters of mutual concern as a joint responsibility.
- C. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining unit as defined in the aforementioned Paragraph A.
- D. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- E. The Board and its representatives agree not to negotiate with any teachers' organization other than the Association, or with groups of teachers or individual teachers.

## ARTICLE II – Negotiation Procedures

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

## ARTICLE III – Teachers' Rights

- A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing during the month of August.

1. The deduction of membership dues shall be made from the second pay period and each paycheck thereafter for twenty (20) consecutive pay periods ending in June, and the Board agrees to promptly remit monthly to the Association all monies so deducted accompanied by a list of teachers from whom the deductions have been made.
  2. Deductions for Association members employed after the commencement of the school year shall be prorated to time worked and will begin with their first pay period.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall pay as a fee to the Association an amount set yearly according to Hudson v. The Chicago Teachers' Union.
- In the event that a teacher shall not pay such service fee to the Association, upon request from the Association, the Board shall cause the deduction of such amount from the employee's pay.
- C. In the event that this Article-should be challenged through the Courts, the Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective bargaining agreement. The Association further agrees to indemnify the Board for any damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
1. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be assessed against the Board by any court or tribunal.
  2. The Association shall have the right to compromise or settle any claim made against the Board under this section.
  3. The Association shall have the right to choose the legal counsel to defend any said suit or action.
- D. The deduction priority for dues shall be immediately following all mandatory legal deductions.
- E. Teachers may, during the tenure of this agreement, sign and deliver to the Board an assignment authorizing payroll deductions for: Flint Area School Employee's Credit Union payments, tax sheltered annuity installments under any of the annuity programs agreed to by the Board and BEA, premiums for school approved insurance programs, United States bond payments sufficient to purchase the smallest denomination bond, and

Flint City Income Tax. The Board will develop an approved vendor list for other requested deductions.

1. Additional Federal and/or State Income Tax shall be deducted at the teacher's request in writing.
  2. Such written authorization or cancellation may be submitted to the Business Office at any time.
- F. All employees will be paid by direct deposit to the institution of their choice.
- G. Nothing herein contained shall be construed to deny or restrict any teacher's rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- H. The Association shall have the right to use school-building facilities for meetings. Requests for meetings shall be made through the person responsible for scheduling building activities after school hours or the building principal. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off the school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members for Association purposes.
1. Upon written request the Board shall provide released time to the Association for the BEA General Meetings, not more than four (4) hours of class time annually. No school day will be shortened by more than one (1) hour for such a meeting.  
  
Additional time may be granted by mutual agreement between the Association and the Board. Teachers who do not attend these meetings and have not been excused by their building principal may expect salary deductions.
  2. The Board shall provide time during working hours without loss of time or pay for the President of the Association to confer with the Board or its representatives or to promote the general welfare of the Beecher School District.
    - a. The released time of the Association President shall be as follows:
      - i. The association will reimburse the Board a total of \$7,500 toward the compensation paid to the teacher employed for the release hour.
      - ii. The President shall have the next to the last class period as contractual prep time, during which that person may work on classroom preparation or Association business. The last class period will be release time, the cost of which will be reimbursed as in "i" above.
    - b. The BEA PN Team shall be released at the end of the student day to confer with the Board and/or its representatives.

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3. The Board shall provide the BEA an office location comparable in size and quality to the present location. It shall be utility and rent-free with maintenance service for the contract years. The Board shall provide the use of duplication machines and office equipment.
4. The Association will be provided a total of twenty (20) days for any school year for its members to attend scheduled Association conferences or conventions at full salary, providing that no more than four (4) teachers will be excused on any given day to attend these meetings. The Association will reimburse the Board at substitute rate for the last five (5) days.
5. Time shall be set aside on Thursday for Association meetings. Teachers shall be permitted to leave after children are dismissed, provided they have notified their building principal. Other after-school hours may be used, providing they do not constitute a conflict.
6. The Board shall make available to the Association, upon request, all information concerning the financial resources of the District, including, but not limited to, annual financial report and audit, register of certified personnel, adopted budget, agenda and minutes of all Board meetings, treasurer's report, membership status, payroll and other public information that will assist them.

#### ARTICLE IV – Board's Rights

- A. The Association recognizes that the Board of Education is charged by law with certain responsibilities which it must assume and discharge, and which may not be delegated.  
  
Nothing herein stated, or inferred shall abrogate or usurp the responsibilities of the Board as the final determinant of policy, not inconsistent with the terms of this Agreement.
- B. This Agreement shall supersede any rules, regulations, policies or practices heretofore regarding relationships between the Association and the Board.
- C. If any provisions of this Agreement or any application of the Contract to any employee, groups of employees, or the Board shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE V – Teaching Conditions

### A. Pupil-Teacher Ratio:

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

1. Special Education classes shall not exceed State guidelines.
2. Elementary class size shall not exceed thirty (30).
3. Secondary class size shall not exceed thirty (30).
4. The size of 7-12 instrumental music groups shall not exceed one hundred (100).
5. The size of 9-12 choral groups shall not exceed one hundred (100).
6. The size of 7-8 performing vocal classes shall not exceed sixty (60).<sup>7</sup>
7. Physical Education classes shall not exceed thirty (30). If the principal deems necessary, this limit may be exceeded by 10%.
8. Prior to official count day, there will be a grace period in all class size areas of fifteen (15) calendar days.
9. At no time after the grace period shall such class size exceed the class size limit by more than two (2) without additional remuneration to the teacher.
10. Teachers must notify an administrator on the provided form of any overage. Additional compensation starts twenty-four (24) hours after such notification.

B. The Board shall furnish, without charge, protective garments, safety glasses, or other safety equipment (as required by law) for teachers of art, life management, industrial education, and laboratory science. These garments shall be of quality in keeping with the professional standards of teachers.

C. The Board will provide necessary safety equipment as required by law, teaching equipment as funds become available through the regular requisition process.

D. Under no condition shall a teacher be required to provide transportation for students or other employees. Teachers shall not be assigned playground duty other than regular recess or physical education activities.

E. Teachers shall not be required to work under unsafe or hazardous conditions or to perform those tasks which would endanger their health, safety, or well-being.

F. The Board shall make available at each school site, lunchroom, restroom and lavatory facilities exclusively for staff use and at least one room which shall be reserved as a staff lounge. Building principals will not assign this room for meetings. This room will be ventilated.

- G. Where basement classrooms exist, controlled line extension phones shall be placed in such basements for use in times of emergency, as well as in other places used a great deal which are away from the main office.
- H. In schools where cafeteria service for teachers is not available, a vending machine for beverages and/or food shall be installed at the request of the Association. The profits will be used for staff lounge furniture, wall pictures, etc. The maintenance and operation of such machines is the sole responsibility of the Association and students shall not be involved.
- I. Adequate parking facilities shall be made available for teachers for their use. Said lots will be posted and parents and students shall be discouraged from using same during regular school hours.
- J. If a teacher is employed full-time by the Board, his/her children will be permitted to attend the Beecher Schools
- K. All teachers shall be responsible for keeping daily electronic attendance reports. Teachers will also keep records of grades and assessments on a semester basis K-6 and a quarterly basis 7-12. Grade books will be turned in at the end of each year.
- L. The school year shall be divided into two (2) semesters. This school year shall be further subdivided into quarters (4 units). Report cards (students' academic statement of achievement) shall be distributed at the end of each quarter (four times a year-
- a. K-12 teachers shall fill out a progress report to the parents of all students in their classes who are achieving at a "D" or "E" level.
  - b. The progress report will be made available to the office at least four (4) weeks prior to the end of each quarter.
  - c. As a part of their professional responsibilities and on a voluntary basis, teachers are encouraged to attend school activities.
- M. As a part of their professional responsibility, teachers, on a voluntary basis, will participate in study groups with the parents to research pertinent educational problems.
1. To assist in the school/community relationship, it is appropriate and necessary for staff members to participate in school activities each year. Building principals shall publish an initial list of activities prior to the official count date. Teachers are expected to attend a minimum of two (2) listed activities.
  2. Teachers shall participate in parent conferences which are not to exceed one each semester. Release time shall be provided and designated in the school calendar.

- N. Teachers' lunch periods shall be as follows:
1. Teachers shall have a duty-free uninterrupted lunch period, of no less than thirty (30) minutes.
  2. Prep time shall be 45 minutes for elementary, and the length of one class period for Middle School, High School, and Riley Adult and Alternative .

N. Schedule of Teachers' Day

1. Grades Pre-School –Sixth
    - a. Teacher Day: 7 hours and 10 minutes, which will include 5 minutes before students enter and 20 minutes after students leave, and lunch as stated above
    - b. Preparation Time: 45 minutes
    - c. The teacher lunch period shall begin upon arrival of the lunchroom monitor.
  2. Grades Seventh– Twelfth
    - a. Teacher Day: 7 hours and 10 minutes, with teachers reporting 5 minutes before students enter and remaining 9 minutes after students leave
  3. Establishment of the daily student schedule, within the above parameters shall be agreed upon in each building by at least 75% of the staff affected. Said schedule shall be transmitted to and subject to agreement by the parties in negotiations. Said schedule should be agreed upon prior to the end of each school year for the following school year. Should the building be unable to reach agreement, the previous year's schedule shall remain in effect.
  4. Flexible schedules for staff members (including but not limited to earlier starting and ending times or later starting and ending times) are optional. In no event shall the staff member's day exceed 6 hours and 40 minutes, nor shall any such schedule require a split day except by mutual consent. Opportunity for staff input shall be required in the creation and content of such schedule(s), and the staff member currently in position shall be offered first option to maintain that position. If the staff member refuses such position and schedule, the job shall be posted per Article VII. Such changes in schedule shall require the approval of both negotiating teams.
- O. Teachers may be expected to participate in parent/teacher meetings or staff meetings outside the normal school day. Such conferences or meetings shall not exceed one hour per week. Parent meetings shall be by appointment, and staff meetings shall require at least 72-hour notice prior to each meeting (except in an emergency). Such meetings shall be no more than once per week shall have a substantive purpose, and shall not be used for in-service or announcements.

P. Teaching loads and assignments:

1. The weekly teaching load in 7-12 will be thirty (30) class periods, of which five (5) shall be assigned preparation periods.
2. The weekly teaching load in K-6 will include five (5) 45 minutes of assigned preparation time per week during regular class time, to provide students with music, art, physical education, science or other experiences by a qualified or substitute teacher. No more than one preparation period will be scheduled per day.
3. Preparation teachers will have preparation time according to the appropriate building schedule.
4. Assigned preparation periods shall be used for class-related activities. Meetings, including but not limited to IEP's and departmental shall be held after school as in O above.

Q. The Board agrees to make available adequate composing and duplicating facilities and upon approval of the principal, clerical personnel will aid teachers in the preparation of instructional material.

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

1. When the schools are closed to students due to the above conditions, teachers shall not be required to report to duty. School closings will be given over Flint metropolitan radio and television stations. When students are sent home due to a malfunction in plant facilities, teachers will be allowed to check out through their building administrator no later than one (1) hour after students are dismissed. Should said malfunction continue on consecutive days, teachers may be required to report to work.
2. Closings shall be given to the controlling agency (e.g., State Police) prior to 6:30 a.m.
3. When severe weather results in the closing of schools, teachers shall be released fifteen (15) minutes after students have been dismissed.
4. The parties recognize the need to meet the state aid guidelines regarding minimum hours of instruction during the school year. In the event that the appropriate number of hours is jeopardized by conditions as mentioned, the parties will meet to decide how to make up time required in order to attain full state aid.

- S. Since students are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certification and shall be highly qualified under State guidelines.
- T. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number to call at any time, but prior to 6:45 a.m. of the day of absence, to report unavailability for work. In the event the emergency should occur after 6:45 a.m. the teacher should also call his/her principal. The report shall consist of name, position, building, type of absence, day and date of absence.
1. It shall be the responsibility of the administration to arrange for a qualified substitute, including a substitute for the elementary preparation time.
  2. No K-12 student, teacher aide or student teacher will be used in any classroom as a substitute teacher.
  3. Teachers will be responsible for daily lesson plans to be made one day in advance and kept in the room.
    - a. Teachers will make lesson plans; upon request, that week's lesson plans will be available to the principal, after the last class of the last school day of that week. Lesson plans will be returned to the teacher the first school day of the following week, before school begins.
    - b. The principal may request daily lesson plans 24 hours in advance from the individual teacher.
    - c. In the event a teacher is absent, adjustments in plans may be made through communication with the school.
    - d. It will be optional for the teacher to have a special lesson plan ready for the substitute but this does not excuse the teacher from the obligation of making a daily lesson plan for the school day following each day of teacher attendance.
- U. Access to the building in which the teacher is employed will be provided for professional purposes at the discretion of the building principal.
- V. Requisition sheets for supplies shall be made available from the principal. All requests for supplies for the current school year are to be placed with the principal.
- W. Experimentation and innovative programs are encouraged. Required contractual changes will be dealt with in an expeditious manner by the parties upon request.

#### ARTICLE VI – Special Categories

- A. It is recommended that the Board provide in all future buildings, an adequate music room for the music teacher to teach in at each school. This room shall be acoustically designed for music and sound resistant.

1. It shall be complete with a keyboard, teacher's desks, chairs, bulletin boards, blackboards, music files and other essential equipment.
  2. In school where a room is not immediately available, the music teacher shall have his/her own desk and a portable piano or organ in each school
  3. If the music teacher deems it necessary, s/he shall have a cart large enough to carry the musical equipment.
- B. All school-owned instructional materials pertaining to music shall be made available to each music teacher.

#### ARTICLE VII – Vacancies and Promotions

- A. All changes in personnel such as promotions, transfers, resignations, leaves of absence, and new teachers hired, including a statement of their salary and their addresses, shall be made available to the Association in writing within five (5) school days.
- B. Jobs not claimed in the previous year's bid, that are filled by the Board with certified new hires by the third Friday in October, need not be posted in the next year's bid.

Whenever a vacancy or newly created position in the bargaining unit -occurs, the Board shall publicize the same by giving a written notice of such vacancy or new position to the Association president and. shall be posted on-line.

1. This written notice will specify the position, building, and grade level(s) in which the vacancy occurs. The teacher shall be given further information concerning these vacancies by contacting the Administration.
  2. A preliminary bid list of vacancies will be posted and made available three (3) weeks prior to the job auction. All postings will be filled at a job auction on the first working day following the close of the school year, unless no highly qualified teacher applies for the position.
- C. Vacancies and newly created positions within the bargaining unit shall be filled in the following priority and this assignment shall be given to the accepted person immediately. (Refer to B-2)
1. The most senior teacher at Beecher shall be given the position, if s/he is certified and highly qualified.
  2. Teachers new to the system who are certified and highly qualified.

D. Affirmative Action

1. For the purpose of this contract minority personnel shall be defined under Federal legislation.
2. The goal of the Beecher School System shall be to attain minority representation on staff.
3. The Board and Association will annually review the staff to assess minority representation.

ARTICLE VIII – Transfers and Assignments

A. The transfer of teachers from one school to another is disruptive to the educational process and interferes with the optimum teacher performance. In the determination of assignments, the interests and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils (refer to Article VII).

1. Transfers shall take place only after the job auction and shall be effective for the ensuing school year or remainder of the school year.
  - a. In the event that a transfer is necessary, the lowest senior teacher at the grade level or in the department in the building affected shall be transferred. Teachers may volunteer for such transfers in writing.
  - b. Positions filled by transfers shall be posted at the job auction.
  - c. Teachers who wish to exchange positions on a voluntary basis may be allowed to do so with the concurrence of the building administrator. Those positions shall be exchanged for one year or the balance of the school year and shall be posted at the job auction.
2. Any request for transfer of any teacher at any time will be immediately forwarded to the Beecher Education Association president.
3. Transfer provisions will not be for punitive or disciplinary purposes.

B. Any teacher who moves from a position within the bargaining unit to another position with the Beecher Board of Education shall retain his/her seniority at time of transfer, but shall not accumulate rights or benefits during any time out of the unit. Should he/she later wish to return to a position within the bargaining unit, he/she may apply for and be granted a vacancy according to his/her placement on the seniority list.



## ARTICLE IX – Teacher Evaluation

- A. All classroom observations for the evaluation of a teacher shall be conducted openly and with full knowledge of the teacher. Each observation for evaluation shall be made in person for a minimum of thirty minutes for probationary teachers or 3 visits totaling a minimum of 30 minutes for tenure teachers and shall be recorded on the agreed upon evaluation form. All other observations of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. All events, situations, and complaints which are made against a teacher shall be reported promptly to the teacher, who shall be given appropriate time to improve before the event may result in a “Needs Improvement” or “Unsatisfactory” rating on the agreed upon evaluation form of a tenure or non-tenure teacher. These reports shall be clearly and definitely stated in writing and fully investigated before any information can be used in any way against the teacher.
- C. The performance of all teachers shall be evaluated in writing on the agreed upon evaluation form by their specified building principal or assistant principal in conjunction with other appropriate evaluator(s). All teacher evaluations will be held no later than April 15 for probationary teachers and May 1 for tenure teachers. Alleged unsatisfactory teaching performance will be clearly stated in the teacher’s evaluation.
- D. All probationary teachers shall be provided with a mentor and an Individual Development Plan for each year. Evaluations shall be based on the goals of that plan. Observations done for that evaluation shall be in keeping with “A” above and the two required observations must be a minimum of sixty (60) days apart.
- E. Tenure teachers who receive an unsatisfactory rating will be placed on a Individual Development Plan based on that evaluation. The plan will be jointly written by the teacher and the administrator and will focus on areas that need improvement. The plan will follow the state guidelines and will provide precise areas to be improved, expected and observable results, reasonable timelines for accomplishment of those results, and administrative assistance to be given
- F. A teacher shall at all times be entitled to have present an Association Representative or other representative of the Association of his/her choice during all discussions of the evaluation form. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
  - 1. The evaluator shall discuss the evaluation form with the teacher within five (5) school days from the time of the evaluation, provided that said teacher and/or administrator are in attendance.
  - 2. The evaluation form shall be in triplicate and signed by both parties. One copy shall be given to the teacher, one copy shall be retained by the Administration, and one copy shall be placed in the teacher’s personnel file.

- G. At the conclusion of each evaluation form a space will be provided for a reflecting summary of the evaluation by the teacher if s/he so desires. The following paragraph shall be included above the signature line of the evaluation form:

*I have had the opportunity to discuss the items contained in this evaluation form and my signature does not necessarily mean that I agree with it. I understand that any written statement I wish to make regarding this performance will be attached to this copy and filed in my personnel file.*

Signature \_\_\_\_\_

Date \_\_\_\_\_

- H. The evaluation form to be used shall be prepared cooperatively by the Association and the representatives of the Board, and shall serve as written notification as to future tenure status,. If termination is to be recommended, a written letter of notification is issued to the-Board, stating the reasons for the recommendations. This notification and the reasons shall be sent to the teacher according to provisions of the Tenure Act.
- I. The Association and the Board (not to exceed 5 each) shall review the evaluation form at the request of either party. The revised form shall become effective upon approval of the Association and the Board through the negotiations process.
- J. Any teacher who has had an unfavorable evaluation by one evaluator shall be given the opportunity to be reevaluated by another evaluator prior to twenty-five (25) calendar days from the end of the school year.

#### ARTICLE X – Protection of Teachers

- A. Electronic monitoring of the classroom shall be permitted for safety reasons only and conducted only with the knowledge of the classroom teacher.
- B. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may be requested to accompany the teacher in such a review. Therefore, it shall be necessary for these personnel files to be kept up to date by adding any new material as it is available. The teacher shall also have the right to add pertinent documents to this file. This review shall occur in the presence of a designated administrative representative.
- C. A teacher shall at all times be entitled to have present an Association Representative or other representative of the Association of his/her choice when s/he is begin warned, investigated for an alleged infraction, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the

Association is present. It shall be necessary for all disciplinary actions to be put in writing to avoid future misunderstandings.

- D. All complaints against a tenure or non-tenure teacher shall be presented personally to the teacher by the proper representative of the Board within seven (7) school days from the time the administration knew or should have known the complaint existed, providing the teacher and/or administrator are in attendance during this time. No action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned, and the complaint or allegation has been fully investigated according to the provisions of just cause.
- E. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teachers, the Board recognizes its responsibility to continue to give support and assistance to the teachers with respect to the maintenance of control and discipline in the classroom. Although the teacher shares the primary responsibility for maintaining proper control and discipline in the classroom, the teacher recognizes that all disciplinary actions and methods enforced by them shall be reasonable and just in accordance with Board policy and the BEA Master Agreement. Whenever feasible, parental complaints shall be handled at the teacher level and/or shall involve the teacher.
- F. Whenever a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, or other professional persons, the Board will take steps to relieve the teachers of responsibilities with respect to such pupil during those specific times when such services are being provided. It shall be the responsibility of the teacher to report (written or verbal) to the principal, the name of any student who, in the professional judgment of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal or his/her designee of the disposition of the teacher's report that said student needs such assistance.
- G. Classroom teachers shall not be required to administer any drugs or medication to a student.
- H. Classroom teachers shall not be required to perform health services of a medical or personal hygiene nature such as catheterization, suctioning, changing diapers, etc.
- I. The Board will provide each teacher with directions to follow in case of assault/battery.
  - 1. Any case of assault/battery shall be promptly reported to the Board or its designee.
  - 2. The teacher or representative of the Board will contact the appropriate authorities immediately to report the assault/battery.
  - 3. The administrator may excuse the teacher for the balance of the school day without use of leave days.

- J. If any teacher operating under the provisions of the contract is complained against, or sued by reason of disciplinary action taken by the teacher against the student, the Board will provide legal counsel and render all requested assistance to the teacher in his defense.
- K. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure thereafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.
- L. The following due process rights shall apply in all disciplinary cases against a teacher:
1. The right to confront (an) accuser(s).
  2. The right to examine evidence against him/her.
  3. The right to representation of choice.
  4. The right to cross-examine witnesses.
  5. The right to present witnesses on one's own behalf.
  6. The right to remain silent.

#### ARTICLE XI – Student Discipline

- A. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. It is the responsibility of each teacher to help maintain good discipline in the Beecher Schools. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- B. A teacher may send a pupil to the appropriate office when the grossness of the offense or the persistence of the misbehavior is excessively disruptive of the educational process and makes the continued presence of the student in the classroom intolerable.
1. In such cases the teacher must send the pupil to the appropriate administrator and furnish the administrator a detailed written report of the particulars of the incident on the same day.
  2. Within twenty-four hours the teacher shall be notified by the administrator or his/her representative of what action has been taken to prevent a reoccurrence of the situation which led to the removal of the student. If no action has been taken by the administrator or his/her representative, the teacher shall be informed of the reason thereof.

3. The pupil shall not be returned to the class until the administrator has consulted with the teacher.
- C. Teachers, counselors, and building principals will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted.
  - D. When a student is temporarily suspended from school, s/he will not be readmitted until his/her parents or legal guardian appear in person for a conference with the building principal as provided by current Board policy.
  - E. Despite the precautions taken by the teacher and the preventive measures s/he employs, misbehavior serious enough to call for corrective measures may occur in every classroom. The purpose to correction is not to take retribution, gain revenge, release adult hostilities, or make the child suffer, but to improve the child's behavior.
    1. Corrective measures may take many forms, ranging in severity from a facial expression of disapproval to expulsion of the child from school
    2. A teacher, having established rules of conduct in the room, with the help and understanding of the children, will counsel, admonish, or reproach those who commit any breach of discipline. The teacher should post these rules of conduct in his/her own room in plain view.
    3. Teachers may use reasonable physical force as may be necessary to:
      - a. Protect himself, herself, pupils or others from immediate physical injury;
      - b. Obtain possession of a weapon or other dangerous object upon or within the control of the pupil;
      - c. Protect property from physical damage.
    4. Teachers may use reasonable physical force for the purposes set forth in Section 3 above, but shall not be obligated to risk his/her own safety to perform such function. The parties agree that the use of physical force as set forth in Section 3 above does not constitute corporal punishment.
    5. Teachers shall not use, threaten to use, or cause to be used corporal punishment. Corporal punishment consists of all three of the following characteristics:
      - a. The student is deliberately caused physical pain by a reasonable persons standard;
      - b. The teacher intentionally administered the pain;

- c. The activity was intended by the teacher as a penalty or punishment for the pupils' offense.
  - 6. As an alternative to corporal punishment, the district will support teacher's actions to enforce discipline, including but not limited to the following:
    - a. Detention of the student during a period when the student is not scheduled for another class;
    - b. Assignment to after-school detention;
    - c. Suspension from class;
    - d. Referral of the student to the administration for discipline. In the event of a referral, the student will not be sent back to the referring teacher's class until after a conference is held between the teacher and administrator;
    - e. Requiring a teacher/parent conference before the student is returned to class; if student is a repeat offender.
  - F. Any transfer of students for disciplinary reasons shall be done after consultation with the teacher to whom the student may be transferred, the teacher from whom the student may be transferred and the administration.
  - G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, providing said teacher has not been negligent.
  - H. Any teacher may discipline or give additional scholastic help to any student by keeping him/her after school for up to thirty (30) minutes after the school day has ended. Teachers will notify the office to call the parent/guardian. Should the parent/guardian not be available, the teacher will send a note home with the student and the student will stay the following day. Notice of this procedure will be sent to the parent(s) or guardian at the beginning of the school year by the administrator.
- During the life of this agreement, the Board shall fund at least one project annually in each building for alternative methods to deal with academic and/or behavioral difficulties.
- I. The Board will cooperate to the fullest extent provided under the law to protect the staff and students from those persons who are suspended, expelled or for any reason, do not belong on school property.

## ARTICLE XII – Grievance Procedure

### A. Definitions

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

### B. Purpose

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

### C. Structure

1. The Building Principal shall be the administrative representative when the particular grievance arises in that building.
2. If a grievance affects more than one building, the grievance will be filed by the Association with the superintendent or designee.
3. Any grievances must be initiated no later than forty-five (45) working days from the date the grievant knew or should have reasonably known of the existence of the grievance.

### D. Procedure

The number of days indicated at each level shall be considered as maximum; however, every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 1, the time limits should be reduced in order to affect a solution prior to the end of the school year or the Association may resubmit the claim at the beginning of the next school year.

E. Level One

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

F. Level Two

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

G. Level Three

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

H. Level Four

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

1. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, s/he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.
2. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
3. Both parties agree to be bound by the award of the Arbitrator and agree that the arbitrator's judgment be entered in any court of competent jurisdiction.
4. The cost of the Arbitrator for any case requiring settlement by arbitration shall be shared equally (50%) between the Beecher Board of Education and the Beecher Education Association. Each party will bear the cost of its own expenses, including witnesses.



I. Right of Representation

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

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

J. Miscellaneous

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

ARTICLE XIII – Professional Development Program

- A. Absence with full pay shall be granted and shall not be chargeable against any other benefit herein provided for the following Board-approved activities:
1. Visitation at other schools.
  2. Attending educational conferences and conventions.
- B. Activities for professional development days shall be planned by a member of each building's SIT team in collaboration with representatives from the administration.

ARTICLE XIV – Necessary Reduction of Personnel

- A. It is within the sole discretion of the Board of Education to reduce the educational program, curriculum, and staff.
- B. When a reduction in staff is required, the following procedure will be used:
1. Probationary employees will be laid off first.
  2. In the event tenure teachers must be laid off, layoff will be the least senior teacher who is certified and qualified to hold the position being eliminated.
  3. Seniority will be defined as all teaching experience in the bargaining unit (Beecher EA only). (See Appendix B.3.)
  4. Teachers whose positions are eliminated by the reduction and are to be retained, based on their seniority in the Beecher School District, will be placed in those departments to be preserved for which they are certified and qualified in accordance with the above procedure.
- C. RECALL. Teachers shall be recalled in inverse order of seniority layoff for openings for which they are certified and qualified in accordance with the above procedure. Teachers being recalled will be given written notice of recall by certified or registered letter. Teachers who fail to report within fourteen (14) calendar days of receipt of the recall notice, will be considered a voluntary resignation and shall surrender further employment rights.
- In the event a teacher fails to accept the certified or registered notification of recall within fourteen (14) calendar days, the teacher shall be considered a voluntary resignation and shall surrender further employment rights, unless said teacher has already accepted employment in another Michigan public school district.
- Bargaining unit members shall have the sole responsibility to keep their state certification, qualifications information, address, and phone number on file with the district personnel office up to date. Recall assignments shall be made based upon the most recent information on file from the employee.
- D. The recall list shall be maintained by the Board for a period not to exceed three (3) years. Thereafter, a teacher on layoff shall lose his/her rights to recall. Nothing contained herein shall prevent the Beecher district from re-employing after the three (3) year period a teacher previously employed with Beecher Community Schools.
- E. It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individual teachers to be laid off. In the event of a dispute

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concerning the layoff list, the Association shall have the right to meet with representatives of the Board concerning the layoff list.

#### ARTICLE XV – Student Teachers

- A. Teachers will be assigned student teachers on a voluntary basis only, with concurrence of the building administrator.
- B. The teacher will be reimbursed that amount of money paid by the University to the Board.
- C. Upon request, the Superintendent will meet with the Association to discuss their student teacher policy and programs.

#### ARTICLE XVI – Substitute Teachers

Substitutes, as included in recognition clause, shall become members of the BEA on the sixty-first (61) day of employment, according to the requirements under the School Code.

Sub rate shall be set by the Board prior to the 61<sup>st</sup> day of employment.

The substitute teacher schedule shall be the same as the schedule for the regular teacher who is being replaced.

Substitutes shall be allowed and invited to attend all training workshops, in-service, etc., as long as it does not interfere with their assigned teaching duties.

Substitutes will be provided with an orientation meeting, including a handbook of policies and procedures.

No regular teacher will be asked to substitute unless the district has exhausted the Beecher substitute calling list. Substituting during one's prep time will be with consent of the teacher.

Substitutes, who are in the same position for 60 or more consecutive days, will have the option to use the group health rate, if such option is acceptable to the insurance carrier. The same stipulations apply as for teachers on leave.

The Board shall establish a calling procedure which shall include a calling log which may be reviewed by either party at any time.

ARTICLE XVII – Human Relations

- A. Upon request the Board will meet with the Association to discuss human relations problems in the district and the Board will consider any recommendations of the Association prior to adopting a formal Board policy in this regard.
- B. The parties to the agreement are committed to the human rights and dignities of all persons. Said parties are mutually committed to a policy of non-discrimination against any teacher on the basis of race, religion, creed, color, gender, marital status, national origin, age, handicap or sexual preference in hiring, placement, assignment or personnel and membership.

ARTICLE XVIII – Curriculum and Instruction

- A. Representatives of the Board will discuss new and innovative programs with the Association prior to final Board action.
- B. The Board and BEA agree that it is the shared responsibility of teachers, administrators and the school community to promote educational excellence. Voluntary working committees may be formed to study issues, programs, materials, curriculum, etc. and to make recommendations to the Board.
- C. No teacher shall be required as a part of their regular assignment to write goals and objectives beyond what students are expected to know and accomplish.

ARTICLE XIX – Professional Compensation

- A. The salaries of employees represented by this Association covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
- B. The first pay period will be the first Friday after the opening of school. If the pay period falls when school is not in session, the checks will be delivered to the teachers in their buildings the last school day preceding the holiday.
- C. The salary schedule is based upon a teaching load as defined in Article V and workdays as defined in Appendix D and E. Except as provided by other provisions within this agreement, each teacher shall be entitled to appropriate additional professional compensation.
  - 1. The professional rate of any teacher shall be determined as follows:
    - a. Base salary divided by work days.
    - b. Per diem rate divided by  $6 \frac{2}{3}$  equals the hourly rate.

2. If a teacher should substitute for a shorter period of time, or is assigned an additional study hall period during his/her prep time, s/he shall be paid at 95% of the BA base hourly rate.
- D. Teachers who apply for and are assigned to detention duty after school shall be paid at 95% of the BA base hourly rate.
  - E. Teachers new to the Beecher School District shall be required to report for two (2) conference days provided in the annually negotiated calendar. Half of one of these days shall be used by the Association President for Association business. All other teachers employed by the Board shall be required to report according to negotiated annual calendar.
  - F. Credit for teaching experience outside the school system shall be evaluated by the Board and credit shall be given for each verified teaching year or fraction thereof up to a maximum of seven (7) years.

#### ARTICLE XX – Insurance Protection

- A. The Board shall provide group life insurance protection in the amount of \$50,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death or dismemberment, the insurance will pay double the specified amount.
- B. The Board shall provide MESSA Choices II (\$5.00/\$10.00 prescription co-pay; zero deductible) for a full twelve (12) month period for the employee's entire family. In the remaining years of this contract, should the July 1 MESSA rate come in as double digit increase, the BEA shall have the responsibility to formulate a way to keep the employer's cost for MESSA under double digit by July 6 of that year. The options available may be any or all of the following:
  - Create a MESSA PAC
  - Move to another MESSA product
  - Employee sharing of premium with pretax dollars
  - Other options
1. Any teacher who is laid off by the Board and retains return rights to the school district under the provisions of this Agreement may under Federal COBRA regulations continue their health insurance coverage under this Article for the duration of such layoff subject to the procedures of the school district and the insurance-carrier. The teacher must pay all such premiums by submitting the necessary amount to the Business Office at least ten (10) days in advance of the date such monthly premium is due to the insurance company. If the teacher does not submit the premium within the time limit specified above, the Board shall not be liable for any cancellation for any such insurance coverage by the insurance carrier, or any claim which may occur after such date.

2. Sponsor dependent riders will be made available to teacher through payroll deduction and will be paid by the teacher.
3. Teachers shall have their life insurance as provided in A above reduced by a like amount provided in the MESSA Choices II insurance plan.
- 4a. Teachers who elect not to take MESSA Care Health Insurance shall receive a cash in lieu payment in the amount of \$105.00 per month.
- 4b. The Board shall establish and maintain a plan that is designed to satisfy the requirements for tax favored under Section 125 of the Internal Revenue Code of 1986 (the "Code"). The purpose of the Cafeteria Plan will be to allow eligible employees to waive the health insurance coverage provided under this Agreement and, in lieu of receiving health insurance coverage, receive a cash benefit (in the form of additional compensation) in the amount determined under Paragraph 4a of Article XX, Section B.

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

The Cafeteria Plan shall have provisions pertaining to, among other things, eligibility to participate, administration, and claims procedure. All disputes concerning the payment of claims under the Section 125 Plan will be resolved under the Claims Procedure set forth in the Section 125 Plan. The Board may unilaterally amend any provisions under the Section 125 Plan. The Board may unilaterally amend any provisions under the Section 125 Plan in order to maintain its tax-favored status (such as amendments necessitated by changes in the Code or the Treasury Regulations); provided that the Board may not unilaterally amend the Section 125 Plan in a manner that will alter the eligibility of employees covered by the Agreement to participate the Section 25 Plan, or that will alter the benefit levels under the Plan; and further provided, that the Board will give written notice to the Association of any amendment, including a copy of any such amendment, at least 330 calendar days before the amendment is to take effect.

- C. The Board shall provide MESSA Long Term Disability Insurance for each employee. Benefits shall be effective upon the employee's absence from the workplace thirty (30) consecutive calendar days (30-Day straight wait) and continue at 66 2/3 percent to age 65, if the member qualifies. The monthly maximum pay limit is \$5000 (five thousand dollars).

- D. The Board shall provide Delta Dental Care, Class I @ 80%, Class II @ 80% Class III @ 80% for all eligible employees and their eligible dependents; with an annual max of \$2,000, and Class IV @ 60% with a \$600 lifetime max. Full internal and external COB (coordination of benefits) shall be provided.
- E. The Board shall provide VSP 3 vision protection to all eligible teachers and their eligible dependents.
- F. Each teacher under contract to work full time each school day is entitled to receive full fringe benefits set forth in Paragraph A, B, C, D and E from the first date of his/her employment to the end of his/her contracted time.
  - 1. Each teacher under contract to work less than full day is entitled to fringe benefits equal to half the amount set forth in Paragraph A, B, C, D and E of this Article.
  - 2. In order to take advantage of these benefits the teachers agree to pay the other half of the premium.
- G. The economic and fringe benefits of this contract shall cover the period of September 1 through August 31 of each contract year. New hires who report prior to September 1 of any contract year shall receive full pay on the succeeding year's salary schedule. Their fringe benefits shall be effective on their first day of employment of any contract year contingent upon reporting for work on the first work day.
  - 2. The above mentioned effective dates for fringe benefits may be altered only to meet the requirements of the insurance carrier. In no event shall this date be later than the first day of the month succeeding the first day of employment.
  - 3. Those teachers who complete their individual contract year shall receive fringe benefits through August 31 of each contract year.
- H. Upon exhaustion of a teacher's sick days, and the teacher is placed on unpaid sick leave the Board shall continue payment of health insurance premiums for the remainder of the month and one (1) additional month.
- I. Teachers covered under another health or vision program will be eligible for the programs offered under this contract only if the outside programs under which they are covered are inferior to the programs available under this contract.

ARTICLE XXI – Longevity Pay

- A. After a teacher has reached the 11<sup>th</sup> step on the salary schedule (10<sup>th</sup> on BA track) s/he will receive a longevity payment of three percent (3%) of the current BA base salary for each step according to the schedule. Payment schedule is at steps 12, 15, 18, 21, etc.

- B. To qualify for longevity, said employees must have ten (10) consecutive years of service in the Beecher School System. Longevity pay shall be pro-rated on the basis of hours worked with a minimum of at least a half (½) time assignment. This term shall not be retroactive. Leaves of absence as defined in Article XXVI will not interrupt this ten years' service

#### ARTICLE XXII – Accrued Sick Leave

- A. All employees represented by the Association, upon retiring from Beecher, shall be paid their accrued sick leave days at ninety-five percent (95%) of the current substitute teacher rate times the number of his/her accrued sick leave days.
- B. In the event of said employee's death, his/her beneficiary as indicated on teacher's school term life insurance policy shall receive this accrued sick leave benefit.

#### ARTICLE XXIII – Sick Leave Policy

- A. Sick leave may be taken because of illness of an employee, and/or an employee's immediate family as defined by FMLA.
- B. All employees represented by the Association shall have ten (10) days each year to be used for sick leave at full pay with an unlimited accumulation.
- C. Any teacher whose sickness or injury extends beyond their compensated sick day accumulation period shall be granted a leave of absence as defined in the Master Agreement. Upon return from such leave a teacher shall be assigned to the same position, if available, or to a substantially equivalent position. A physician's statement shall be requested to substantiate his/her return to adequate health to resume his/her duties.
- D. The Board shall provide benefit accruals on employee pay checks.
- E. Any teacher may voluntarily transfer one or more sick days to another Beecher employee by submitting a completed "Voluntary Sick Day Transfer" form to the Personnel Office. Such transfers may be done to assist the receiving employee to reach the necessary wait period for LTD or to care for an immediate family member as defined in the Family Medical Leave Act (FMLA). Such transfers may be subject to review or approval by the Association and the Board. All voluntary transfers are irrevocable.

#### ARTICLE XXIV – Personal Days

- A. Each employee represented by the Association shall be entitled to one (1) personal Leave Day with pay per school year for such purposes as he/she deems necessary. Each employee may accumulate two (2) such days. Any employee who has two (2) personal



days remaining at the end of the school year shall have one of those days converted to sick days.

1. One additional day each school year may be taken as personal leave and charged to sick day accumulation.
2. Except in cases of emergency, two (2) days prior notice should be given.
3. Personal days shall not be taken during the first or last day of school or in connection with a holiday or vacation period. Exceptions shall need the approval of the Superintendent of Beecher School District.

#### ARTICLE XXV – Bereavement Leave

- A. Employees shall be granted five (5) leave days without loss of pay for death in the immediate family-as defined in the Family Medical Leave Act (FMLA).
- B. An employee shall be granted three (3) days leave with pay, due to death of extended family members which shall de defined as parents-in-law, brothers-in-law, and sisters-in-law, grandparents, grandparents-in-law, aunts and uncles, grandchildren, or other dependents regardless of status, who live in the employee's home.

#### ARTICLE XXVI – Leaves of Absence

- A. Absence with full pay shall be granted and shall not be chargeable against any other benefit herein provided for the following reasons:
  1. Jury service. Jury service compensation must be tendered to the District (less travel allowance) upon receipt.
  2. Time to be excused for Jury Service.
  3. Whenever a teacher is subpoenaed to attend any proceedings.
  4. Time necessary to take Selective Service Physical Examinations.
- B. Leaves of absence for one school year without pay shall be granted upon application for the following purpose to tenure teachers, and may be granted to non-tenure teachers upon application:
  1. Study related to the teacher's certified field.
  2. Study to meet eligibility requirements for certifications related to field of education.

3. Study, research, or special teaching assignments related to the field of education.
4. To seek political office or office in the MEA or NEA. This leave shall be extended to be consistent with the term of the office acquired.
5. Other reasons for leaves of absence can be submitted to the Board for consideration.

C. Parental Leave

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

D. A leave of absence will be granted and up to two (2) years to any teacher who joins the Peace Corps, VISTA, Teach for America an AMERICOPR program. Upon return of any such participant, any period so served shall be treated as time taught for the purpose of salary increments.

E. After a teacher has been employed at Beecher for seven (7) consecutive years and/or at the end of each additional seven (7) or more consecutive year period, the Board may upon written request, grant said teacher a sabbatical leave—not to exceed two (2) semesters, for professional improvement leading toward and advanced degree beyond a Masters Degree if enrolled in an accredited university or if teaching in a foreign country in an exchange program; provided, however, that the teacher holds a Professional certification and signs a statement of intent to teach in the Beecher School System at least two (2) years upon the termination of said sabbatical leave. During said sabbatical leave, the teacher shall have a contract and shall be paid a minimum of one-half (1/2) his/her full annual salary, or more dependent upon the nature of said leave; provided, however,

that the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

- F. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the Boards of Control of Public School Employee's Retirement Fund.
- G. A teacher, upon return from a sabbatical leave, shall be restored to his or her teaching position or to a position of like nature, seniority status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to law.
- H. The teacher shall be entitled to return from leaves granted in this Article to the same position, if available, or a substantially equivalent position, dependent upon their seniority status at the next increment step above from the time the teacher went on leave, unless otherwise stated in this Article.
- I. Emergency leaves shall be in addition supplementary to and not restricted by sick leaves as herein provided.

SCHEDULE A – Salary schedule

Beecher Community Schools  
2008-09 Teacher Salary Schedule

Years	BA	BA + 18	MA	MA + 15	MA + 30
1	31,986	33,906	35,940	38,096	40,382
2	33,586	35,601	37,737	40,000	42,401
3	35,264	37,381	39,624	42,001	44,522
4	37,028	39,250	41,605	44,101	46,748
5	38,879	41,212	43,685	46,306	49,085
6	40,823	43,272	45,868	48,621	51,540
7	42,864	45,436	48,161	51,052	54,116
8	45,008	47,707	50,570	53,605	56,822
9	47,258	50,093	53,098	56,286	59,663
10	49,621	52,598	55,753	59,100	62,646

## Longevity\*

Years	Percentage	Amount
12	3	\$959.59
15	6	\$1,919.17
18	9	\$2,878.76
21	12	\$3,838.34
24	15	\$4,797.93
27	18	\$5,757.51
30	21	\$6,717.10
33	24	\$7,676.68
36	27	\$8,636.27
39	30	\$9,595.85
42	33	\$10,555.44
45	36	\$11,515.02
48	39	\$12,474.61
51	42	\$13,434.20
54	45	\$14,393.78
57	48	\$15,353.37
60	51	\$16,312.95

\*Based on BA base

Longevity: After 10 years of consecutive service in the District beginning at step1 and for every three (3) years after (12, 15, 18, 21, etc.) 3% of the BA base salary is paid.

### Computation of Schedule A

1. Step 1-11 @ 5% down and 6% across accumulative.
2. Each salary step rounded off to nearest \$1 unit.
3. Teachers new to Beecher will start on at least step 2 of the salary scale appropriate to their degrees and credits earned.
4. Five days of State mandated Professional Development days will be required. These days will be the responsibility of School Improvement Teams and attendance will be mandatory. The Board will pay a stipend of one hundred dollars (\$100) to each member for days added. If the Professional Development Day can be added to the current schedule using some additional time the stipend will be pro-rated.

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SCHEDULE B - Department Chairs

The department coordinator shall exercise the coordination of programs and materials and shall serve as instructional liaison between the teachers of the department and the school administration. Such department coordinators shall not be considered a supervisory employee.

Compensation based on \$123.35 per person in their department.

	<u>Number</u>	<u>Area</u>
Head of Math Department	1	7-8, 9-12
Head of Guidance Department	1	7-12
Head of Science Department	3	7-8, 9-12
Head of Social Studies Department	3	7-8, 9-12
Head of Business Education Department	1	9-12
Head of English Department	3	7,8-, 9-12
Head of Physical Education Department	3	7-8, 9-12
Head of Music Department	4	K-6, 7-8, 9-12
Head of Art Department	1	7-12

*\*PE, Music, and art are to designated K - 12*

SCHEDULE C – Athletics

Vacancies in Schedule C positions shall be posted internally for a minimum of ten school days. The most senior BEA member shall be granted the position provided he/she meets the posted qualifications. If no BEA member applies or qualifies, the District may hire outside the bargaining unit. A non-BEA member who is hired shall be paid from salary schedule C-2.

SCALE C - 1

Head Football Coach	12%	Head Swimming Coach	9%
Ass't Varsity Coach	9%	Assistant Swimming Coach	7%
J.V. Head Football coach	9%	Jr. High Swimming Coach	7%
J.V. Ass't Coach	7%	Head Cross Country Coach	9%
9 <sup>th</sup> Grade Coach	7%		
Ass't 9 <sup>th</sup> Grade Coach	6%	Head Golf Coach	9%
7 <sup>th</sup> -8 <sup>th</sup> Grade Coach	6%		
Athletic Trainer	2%		
Head Basketball Coach	12%	per season	
Jr. Varsity Coach	9%		
Sophomore Coach	9%		
9 <sup>th</sup> Grade Coach	7%		

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7 <sup>th</sup> -8 <sup>th</sup> Grade Coach	6%		
Head Baseball/Softball Coaches	9%	Girls Basketball Coach H.S.	12%
Jr. Varsity Coach	7%	Jr. Varsity	9%
Jr. High Coach	6%	Jr. High	7%
Head Track Coach	9%	Head Volleyball Coach	9%
Ass't Track Coach	7%	Ass't Volleyball Coach	7%
Jr. High Coach	6%	Jr. High Volleyball Coach	6%
Head Wrestling Coach	9%	Cheerleading Coach	3%
Ass't Wrestling Coach	7%	per season/per team	
Jr. High Coach	6%		

SCALE C-2

Non-Bargaining Unit Members Coaches Salary

<u>Position</u>	<u>Yrs of Service: 1-3</u>	<u>4 - 6</u>	<u>Beg 7th</u>
Football, Girls/Boys Basketball			
Head Coach	\$ 5,133.48	\$5,533.45	\$5,933.45
Assistant	3,873.87	4,473.87	4,973.87
JV Coach	3,873.87	4,473.87	4,973.87
JV Assistant	3,334.15	3,934.15	4,334.15
Baseball/Softball (Head)	\$3,873.87	\$4,473.87	\$4,973.87
Wrestling (Head)	3,873.87	4,475.87	4,973.87
Asst Wrestling	3,334.15	3,394.15	4,334.15
Cross Country (Head)	3,873.87	4,473.87	4,973.87
Volleyball (Head)	3,873.87	4,473.87	4,973.87
JV/Asst Coach	3,334.15	4,473.15	4,334.15
Cheerleading (Head) per season/per team	1,000.00	1,100.00	1,200.00
Track	3,873.87	4,473.87	4,973.87
*Middle School Coaches	2,000.00	2,050.00	2,090.00

1. The coach's experience on the C-1 scale is based on all paid experience of coaching in that sport. The pay is a percentage of experience applied on BA Salary track to a maximum of seven (7) years.
2. These percentages (%) shall not be divided between two or more individuals by the Administration.

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3. Athletic Coordinator/Director – The athletic coordinator shall receive release time during the year to equal one-half of his/her teaching load. The compensation for the position shall be 15% on the BA scale, based on coaching experience to a maximum of seven (7) years.

**SCHEDULE D – Extra-Curricular Duties**

Vacancies for Schedule D positions shall be posted internally for a minimum of ten school days. The most senior BEA member shall be granted the position provided he/she meets the posted qualifications. If no BEA member applies or qualifies, the District may hire outside the bargaining unit. If a non-BEA member is hired, he/she shall be paid from Salary Schedule D-2.

**Sponsors**

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

Any clubs or organizations not mentioned above that have been in existence for the past year, the sponsor will receive 3%.

Any clubs or organizations that began during the existence of this contract, the sponsor shall receive 1 ½% for the first school year and three (3%) thereafter.

The percents in this schedule are based on the BA base salary for the appropriate year.

SCHEDULE E – Music Department

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

SCHEDULE F - Transportation

1. The IRS rate shall be given for personal use of personal cars on field trips or district business.
2. Transfers between buildings shall count toward the above.
3. Request for payment, with appropriate documentation, shall be submitted to the building principal at the end of each marking period.

SCHEDULE G– Extended Day, Summer School Pay

Building School Improvement Teams will develop their Building Enhancement programs based on student need. Compensation is based on the number of students enrolled and attending.

1-5 STUDENTS	65% MA MAX
6-14 STUDENTS	80% MA MAX
15-28 STUDENTS	95% MA MAX

Programs that involve students moving from class to class will be based on the average number of students for pay.

Sit teams may ask for a deviation to the above scale for an annual program by submitting a request to the PN teams (Board and BEA).



## APPENDIX A – Salary Schedule Terminology

- A. When a teacher has a partial year of verified contracted (not substitute) teaching experience, either at Beecher or transferring (a maximum of seven years) into Beecher, 45 days shall equate to .25 of a year which shall be used to compute the level on the salary schedule.
- B. Any deductions for loss of time not covered by leave days shall be deducted on the basis of the number of days in Article XIX.
- C. When a substitute teacher has been employed continuously for sixty (60) consecutive school days in the same classroom, s/he shall be placed on the regular salary schedule retroactive to the first day. Once qualifying for Schedule A, the substitute will continue on schedule unless they refuse to work.
  - 1. Leave days will be pro-rated and granted in accordance with state law, and will be allocated on a monthly basis. Days will be allowed to accumulate.
  - 2. If a substitute teacher has qualified for placement on the salary schedule and is moved into a long term position, the qualification will continue (long term position is defined as an anticipated vacancy or more than thirty (30) days.)
  - 3. The PN team will meet periodically to discuss and resolve any issues related to the allocation of days or the qualification status of a substitute teacher for being replaced on a salary schedule.
- D. The college or university involved in a Student-Teacher program may provide a stipend for the Critic Teacher for their services rendered.
- E. BA salary track equals a Bachelor's Degree.
- F. BA+18 salary track equals above said qualifications plus eighteen (18) graduate semester hours or twenty-seven (27) graduate term hours.
- G. MA salary track equals a Master's Degree HMA+15 salary track equals above said qualifications plus an additional fifteen (15) graduate semester hours or twenty-three (23) graduate term hours.
- I. MA+30 salary track equals a Master's Degree and an additional thirty (30) approved graduate semester hours or forty-five (45) graduate term hours.
- J. CEUs shall be applicable toward the MA15 and MA30 salary columns, with no more than 1/3 of the credits at each level coming through CEUs. CEUs must be State Board approved, and shall be counted on the basis of 3 CEUs per 1 graduate credit or the state department's approved ratio.

- K. This definition of terms shall not be retroactive, and shall apply to any future increments in educational training. Any teacher currently employed at any level of the salary schedule shall not have his salary level decreased as a result of the aforementioned terms. The exception is that it is not applicable to item A in the Salary Schedule Terminology.
- L. Written requests for advancement on the salary scale because of additional college credit hours shall be accompanied by transcripts. Such requests and transcripts may be submitted to the personnel office at any time. Salary adjustments will be effective the first day of the semester following the completion of college credit hours in which proof of request is submitted to the personnel office, and shall be prorated over the remaining pay periods of the semester and adjusted statements of salary shall be sent to said teacher.
- M. Pay for seasonal extra-curricular activities shall be paid in equal payments throughout the seasonal activity or in equal payments throughout the remainder of the school year if requested in writing.

#### APPENDIX B - Definitions

- A. Certified Personnel: (teacher)  
  
Any person with a degree and a provisional, permanent certificate or continuing certificate.
- B. Association Representative:  
  
Any elected or appointed official of the Association.
- C. Seniority shall be years of teaching service in the district from the last date of hire. Seniority accrues during paid leaves of absence. This specifically excludes members on LTD. The formula used herein is 50% plus one day for each ¼ year on the basis of contracted work. (See Appendix D); e.g., 180 contracted working days = 45 days per quarter. 23 of each of those 45 days must be worked or be paid leave days to earn ¼ year's seniority. Any ties in Seniority shall be determined at the date of hire by degrees and graduate credit. All things being equal, ties will be decided by lottery.
- D. Transfers:  
  
Any change in your current teaching assignment including, but not limited to a change in building assignment, grade level or department.
- E. A vacancy is:
  - 1. Any newly created position, including those created by expanding a program.

2. Any position or anticipated position created by a teacher leaving that position for any reason.
3. Any position from which a teacher is absent for thirty (30) consecutive calendar days that are not approved leave of absence or LTD

#### APPENDIX C – Individual Contracts

- A. Probationary Teacher's Contract of Employment
- B. Tenure Teachers' Contract of Employment
- C. Supplemental Salary Contract – may be signed by a representative of the Board.

#### **Memo of Understanding**

1. On those days (or partial days) when no building administrator is available, teachers will be so notified at the beginning of the school day (or at the time when the administrator becomes unavailable). In addition, teachers shall be given written notification at the beginning of each school year regarding the individual(s) in charge during the administrator's absence, procedures to follow at such times, and emergency contacts to be made in case of need. Such written notification shall be provided on a building basis.
2. The Beecher Board of Education and the Beecher Education Association recognize the importance of mutual respect in establishing and maintaining an appropriate educational environment. We believe that such respect must extend between/among students, teachers, administrators, other school employees, school board members and members of the community.

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

3. The Beecher Education Association shall be informed of the formation of any district-wide committees within the Beecher Community Schools. The Association shall be allowed the opportunity to name one of its members to each committee to assist in providing input and to allow the Association to monitor these activities which might affect its members. Minutes of all committee meetings shall be sent to the BEA office at the time they are distributed to members of the committee.

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4. Any person who is absent for the last thirty (30) calendar days of the school year shall present a doctor's statement indicating expected availability for work in August before being allowed to bid at the job auction. Failure to produce such statement shall not deter anyone from bumping at such time as s/he is determined physically able to return by his/her physician.
5. If a school needs to be closed for a whole day to accommodate Article XXV the building BEA staff will vote to close the building, an eighty percent (80%) majority of the BEA members will be needed for approval. The staff, at this time, will submit a plan to make up any lost time for students. The plan will be with the concurrence of the building administrator.

ARTICLE XXVII -- Duration of this Agreement

This Agreement shall be effective after ratification by the Association and the Board, starting September 1, 2008 and shall continue in effect through the 31<sup>st</sup> day of August, 2009. This Agreement shall not be extended orally.

For the Beecher Education Association MEA/NEA      For the Beecher Board of Education

Annette M. O'Malley  
President

Ken d q  
President

1. Tracy Boston

1. Tracy R. Harris

2. Mike R. Barnett

2. Michael Sp...

3. Ms. Barbara Cantensen

3. Mary Rankins

4. ...

4. Paul R...

5. David Marks

5. Mr. Jerry A. St...

6. ...

6. Paul R...

7. Deanne Beggs MEA

7. \_\_\_\_\_

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