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**MASTER CONTRACT**

**BETWEEN**

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

**and the**

**BEAL CITY EDUCATION ASSOCIATION**

**Effective July 1, 1989  
through June 30, 1990**

*Beal City Public Schools*

LABOR AND INDUSTRIAL  
RELATIONS  
DIVISION

18

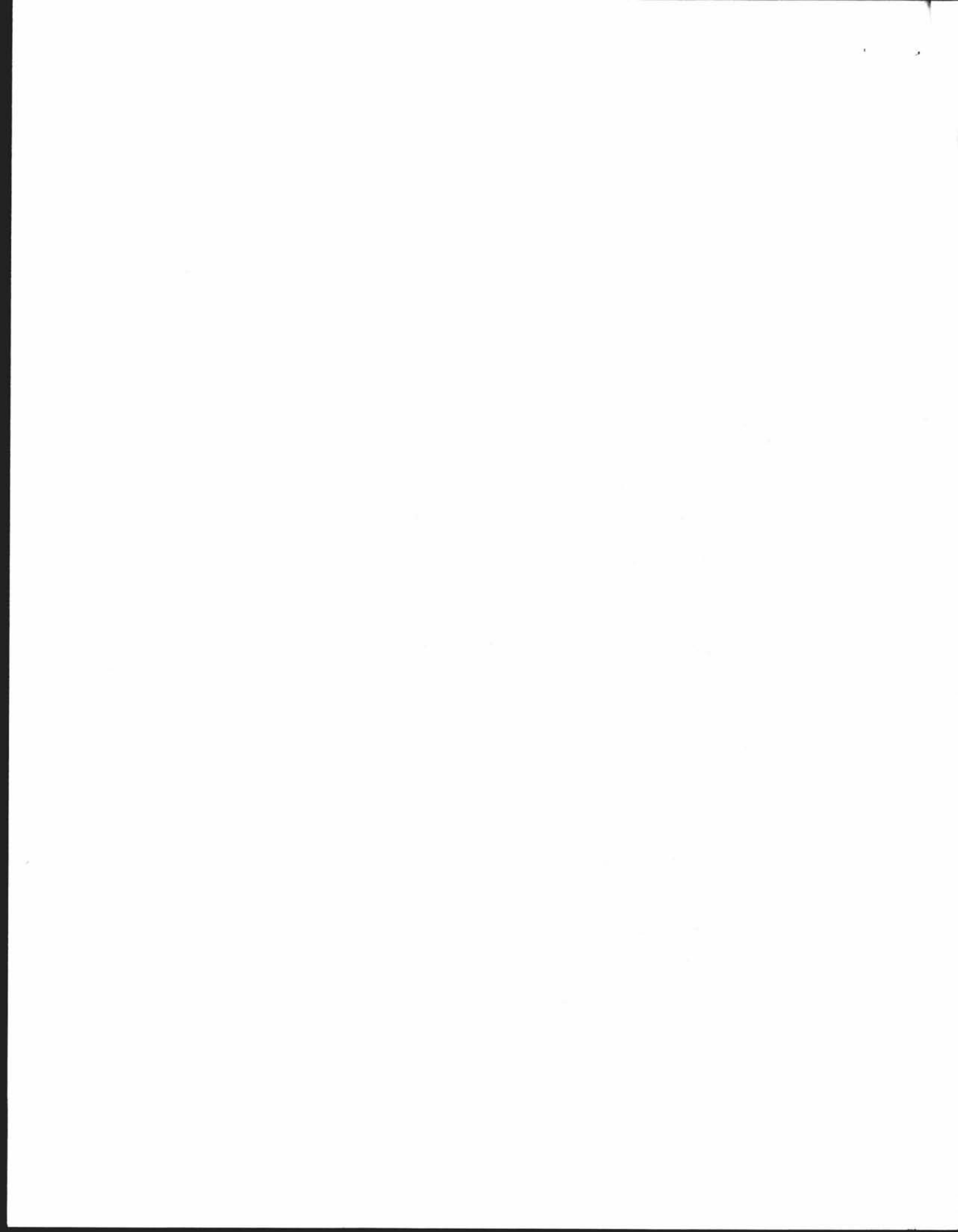
RESEARCH DEPT

JAN 5 1990

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FROM: [illegible]  
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TIME: 10:00 AM

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ARTICLE 1  
RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional personnel whether under contract, on leave or a per diem hourly or class rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude substitutes and teacher aids, superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, and any other person engaged at least 50% of the time in the direct administration and supervision of professional personnel.
- B. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.
- C. It is the policy of the Beal City Public Schools that no students on the basis of race, color, religion, ancestry, age, national origin, sex, or marital status shall be discriminated against, excluded from participation in, or be denied the benefits of any program or activity for which the Beal City Board of Education is responsible for which it receives federal assistance. This policy of non-discrimination shall also apply to handicapped students.

ARTICLE 2  
DISTRICT RIGHTS

- A. The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the district as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of such action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, the operation and to direct the working forces and affairs of the Employer.
  2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
  3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees (with just cause) transfer employees, determine the size of the work force and to lay off employees.

District Rights (cont'd)

4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and the processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations
6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE 3  
AGENCY SHOP

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

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



ARTICLE 4  
PROFESSIONAL GRIEVANCE PROCEDURE

A. Definitions:

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

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

C. Procedure:

1. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any policy of the Board may be processed as a grievance as hereinafter provided.
2. The grievant alleging the violation shall within ten (10) school days of the alleged occurrence, submit in writing the charge to the Building Principal.
3. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule D, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the principal, association, superintendent and the individual teacher (the aggrieved). The principal shall be given opportunity to study the grievance form.
4. Within three (3) school days of the receipt of the grievance the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate this disposition in writing in three (3) days of such meeting and shall furnish a copy thereof to the Association and the aggrieved.

Professional Grievance Procedure (Cont'd)

5. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within three days (3) of such meeting the grievance shall be transmitted to the superintendent within six (6) days of such meeting. Within five (5) school days, the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
6. If the Association is not satisfied with the disposition of the superintendent or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the School Board by filing a written copy thereof with the Secretary or other designee of the Board within five (5) days from the Superintendent's disposition or within six (6) days of the meeting with the Superintendent. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days after. A copy of such disposition shall be furnished to the Association and the aggrieved.
7. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may within ten (10) days of the date of the Board's disposition be submitted to arbitration. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its set rules which shall likewise govern the arbitration proceedings. The arbitrator so selected will confer with the parties and hold hearings promptly, or, if hearings have been waived, then from that date all proof and information has been submitted to him and will issue his decision not later than thirty (30) days from the date of the close of the same. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issue submitted. The Board or Association shall not be permitted to assert into such arbitration proceedings any ground to rely on evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this

## Professional Grievance Procedure (Cont'd)

agreement. Both parties shall be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

8. The fees and expenses of the arbitration shall be shared equally by the parties. If one party fails to appear or show at the arbitration, that party will be responsible for all expenses incurred unless it has notified the other party in advance that it does not intend to appear because the grievance is not arbitrable.
9. If any teacher from whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent is to be paid to him.
10. The time limits of this article shall be strictly adhered to but may be extended by written agreement of both parties. In the event that a grievance is filed after April 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.
11. No reprisal of any kind will be taken by either party or by any member of the administration against any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.

### D. Miscellaneous:

1. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
2. Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents will be jointly prepared and given appropriate distribution by the superintendent so as to facilitate operation of the grievance procedure.
3. The sole remedy available to any teacher for an alleged breach of this agreement or any alleged violations of his rights herein will be pursuant to the grievance procedure, provided however, that nothing contained

Professional Grievance Procedure (Cont'd)

herein will deprive any teacher of any legal right which he presently has, provided that if a teacher selects to pursue any legal or statutory remedy such election will bar any further or subsequent proceeding for relief under provisions under this article.

4. In the course of investigation of any grievance, representatives of the Association will report to the principal being visited and state the purpose of the visit immediately upon arrival.
5. Every effort will be made to avoid interruption of the classroom activities and to avoid the involvement of pupils in all phases of the grievance procedure.
6. The nonrenewal of a probationary teacher's contract or the placement of a probationary teacher on a third year of probation shall be excluded from the grievance procedure.
7. Disputes within the jurisdiction of the State Tenure Commission, Michigan Employment Relations Commission and Michigan Department of Civil Rights shall not be subject to the arbitration level of the grievance procedure. If there is a disagreement regarding whether a dispute is within the jurisdiction of any of these agencies, this shall be deemed to be a threshold issue to be decided by the arbitrator subject to judicial review.

ARTICLE 5  
NO STRIKE CLAUSE

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



ARTICLE 6  
TEACHER RESPONSIBILITIES

- A. Each teacher employed by the Beal City Public Schools shall fulfill all requirements set forth by the Michigan Department of Education. These responsibilities shall include certification, curriculum, working towards development of performance objectives as required by law, time requirements, and all other guidelines set forth by the Department of Education. Teachers are encouraged to take college credit courses in an effort to keep up with the latest trends.
- B. A teacher shall recognize his obligation to be prepared to meet his responsibility to his classes, and remain for a reasonable amount of time after the close of the pupils' day, or after his last teaching assignment to make suitable preparation, this being 10 minutes before and 10 minutes after the last class ends at the end of the day.
- C. The arriving and leaving times for all teachers will be 8:20 a.m. and 3:20 p.m. On Fridays and days preceding holidays teachers may leave as soon as buses leave. Special permission would be at the discretion of the Superintendent. Any teacher not keeping these hours shall be reported to the Association.
- D. Teachers will remain after the close of the pupil's day without additional compensation, for up to one hour after the last regularly scheduled class on two days each month to attend meetings called by the school principal. Teachers may place appropriate educationally related items on the agenda
- E. Teachers are required to be in their position of responsibility ten minutes before school starts in the morning, and ten minutes after school is dismissed in the afternoon.
1. Teachers should be in all other classes at the beginning of the class period.
  2. The teacher is urged to establish good parent, student and teacher relationships. It is suggested that personal conferences, telephone calls and letters be utilized.
  3. Student discipline: Faculty members are urged to practice sound discipline and attendance procedures while the class is in session. It is recognized by both parties that these are basic ingredients in good teaching.

ARTICLE 7  
SALARIES (SCHEDULE A)

A. Compensation

1. Each teacher shall have the option of receiving pay on either the present twenty (20) or the present twenty six (26) pay period basis.
2. Teachers will be paid on every other Friday starting the first Friday following the opening of school.
3. Teachers will be paid the last day of school before a scheduled pay period prior to a legal holiday.
4. No teacher will be hired on a higher step than he is entitled to in the master agreement. No fully certified teacher will be hired under his entitled step in the master agreement.
5. Teachers employed by the Beal City Public Schools with seven (7) or less years experience teaching outside the school system shall be paid on the salary level appropriate to their experience. Teachers with more than seven (7) years experience teaching outside the Beal City Public Schools shall begin teaching at a salary level mutually agreed upon by themselves and the Board of Education. This agreed upon salary will not be less than that paid for seven (7) years experience.
6. Teachers with a half years experience entering the system would be placed midway between the years experience steps.
7. Part-time secondary teachers shall be paid one fifth pay for every class taught.
8. Upon the start of the fifteenth (15) year of teaching service in the Beal City Public Schools and each year thereafter, teachers shall be entitled to a longevity payment of five hundred fifty dollars (\$550). Teaching service shall not include substitute teaching service. Time spent on layoff or leave of absence status shall not count.

B. Employee Benefits

1. Effective December 1, 1989 the employer shall provide without cost to the teacher MESSA Super Care 1 for a full twelve (12) month period for the teacher and his/her family.

Salaries (cont'd)

2. Effective January 1, 1990 teachers not electing health insurance will receive the MESSA Super Care 1 single subscriber premium to be applied towards MESSA nontaxable variable options and/or a tax sheltered annuity. From July 1, 1989 to January 1, 1990, the previous contract language and practice shall be implemented.
3. The Board of Education will pay Dental Care Insurance through Travelers Insurance Company.
4. The Board of Education will pay the full amount of retirement of each teacher. (not to exceed 5%)
5. LTD - The Employer shall provide without cost to each eligible bargaining unit member MESSA Plan II Long Term Disability Insurance. Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$2,500 and shall begin after expiration of 90 calendar days. Educational Supplement Benefit shall also be included.
6. Workmen's Compensation - The employee who has been injured in the course of his employment will receive compensation as provided under the Michigan Workmen's Compensation Act. According to the present Act the weeks of disability need not be consecutive.
7. In recognition of services to the School District, a teacher upon leaving will receive 4% of the teacher's current annual salary, provided the teacher has been employed in the school district for at least 10 years.
8. Effective December 1, 1989, the employer shall provide without cost to the teacher MESSA VSP 2 for a full twelve (12) month period for the employee only.

ARTICLE 8  
EXTRA DUTY ASSIGNMENTS (SCHEDULE B)

- A. Extra duty assignments will not be considered to be official nor will an employee be eligible for extra duty pay until and unless a rate is established by the Board and B.C.E.A. and a contract is entered into between the employee and the Board.
- B. If the FFA teacher/sponsor works on a Board approved extended contract when school is not in session he/she shall be paid at his/her per diem rate based on his/her regular teacher's salary.
- C. There shall be no deviation from the Schedule B rates when teachers are employed in extra duty assignments.
- D. In the event a teacher is to be employed in an extra duty assignment not set forth in this schedule which is considered to be bargaining unit work, the Board and Association shall mutually agree upon the rate of compensation.
- E. The following provisions shall apply to Schedule B positions.
  - 1. Bargaining Unit Members shall be awarded position provided he/she is qualified.
  - 2. Bargaining Unit Members hired for Schedule B positions may only be terminated for just cause.
  - 3. If non-bargaining Unit Member is awarded a position, must be re-posted annually.
  - 4. Non-Bargaining Unit Member Schedule B salaries may be different, but not more than, the amounts listed on Schedule B.
  - 5. Amounts other than those listed on Schedule B must be approved by BCEA.
  - 6. Copies of all Schedule B contracts to BCEA.

ARTICLE 9  
EMPLOYMENT STANDARDS

- A. It shall be the object of the Beal City Board of Education to be increasingly aware of the need for securing the best possible teaching staff. With this in mind, the following standards have been recommended. Every effort will be made to upgrade the staff at all times.
1. Except in an extreme emergency, no teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's degree and a proper teaching certificate from an accredited college or university. The only time a non-degree teacher will be hired is after all possible efforts have been exhausted in finding a degreed person for the position. The Association will be so notified in each instance.
  2. The employment of teachers with special certificates is to be permitted only in cases of absolute necessity.
  3. Persons with less than a bachelor's degree who are eligible only for the Michigan substitute permit shall be employed by the Board on a day to day substitute basis and for no more than ninety days per year.
  4. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor fields of study except temporarily and for good cause, and the Association shall be so notified in such instance and shall be provided with a written statement of reasons for such assignment. Temporary shall be defined for purposes of this article as not to extend beyond the current semester.
  5. All teachers shall be given written notice of their assignment for the coming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teacher's schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association shall be so notified in each instance. Class schedules will be mailed to each teacher by August 15th. In lieu of this - placed in mailboxes before the end of the previous school year.



ARTICLE 10  
TEACHING MATERIALS

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

Teaching Materials (cont'd)

- G. Teachers will not order extra or surplus material during the school year unless necessary to perform their teaching duties. An effort should be made to do most or all of the ordering before school starts in the fall.
- H. If a teachers request for materials and/or supplies is turned down by the Administration, said teacher may appear before the Curriculum Committee to present the need for the material and/or supplies.

ARTICLE 11  
NON-TEACHING DUTIES

- A. The District and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
- B. Teachers will be assisted and/or, where appropriate, relieved by the utilization of techniques, such as use of non-teaching personnel, in performing non-teaching and administrative duties, such as the following:
  - 1. Recording grades on permanent files, and the like
  - 2. Secretarial and clerical duties such as typing, duplicating materials, collecting and recording attendance data, distributing supplies and other materials, money collections and other duties of clerical nature. Elementary teachers will be responsible for keeping permanent attendance records.
  - 3. Assisting in the operation of audio-visual equipment, cleaning and returning demonstration equipment and the like.
  - 4. Supervising lunch periods, playgrounds, lunch time, gym activities and the like.
- C. Trips shall have bus drivers with chauffeurs license and bus drivers certificates.

ARTICLE 12  
MAINTENANCE OF STANDARDS

- A. Except in cases of emergencies, conditions of physical facilities shall be maintained at the standards in effect at the time this Agreement is signed, normal wear and tear excepted, and the Board will continue to provide the kindergarten teacher with one (1) hour of aide time per section of kindergarten. The elementary teacher's free time when the enrichment teachers are in the classroom shall continue to be equivalent to no less than the current two (2) hours every seven (7) school days.
- B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered, increased, or transferred to a person not a member of the bargaining unit without prior discussion with the Association.

ARTICLE 13  
ACADEMIC FREEDOM

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

ARTICLE 14  
TEACHER FACILITIES

- A. Beal City Schools will have the following facilities:
1. Space in each classroom in which teachers may safely store instructional materials and supplies.
  2. Each teacher shall be assigned one teaching desk and chair which will not be shared by other teachers.
  3. Each teacher will have assigned one room which they may call their home room in which they will have a teachers desk and room to store their materials.
  4. An appropriately furnished non-smokers room to be used as a faculty lounge. This lounge will be in addition to any teacher work area. The Board will provide one electric typewriter permanently assigned to a table in the faculty lounge available to faculty members at all times during the school day. No teacher will be required or requested to use this area as a work area. No students will be permitted entry into the faculty lounge except for mail delivery. Smokers shall smoke only in areas designated by the administration. The administration shall have complete discretion regarding whether to designate an area as a smoking area and in the selection of smoking areas.
- B. Teachers shall cooperate in good housekeeping policies in the above facilities at all times.
- C. Anything that needs repair should be reported to the Principal in writing. Proper action will be taken if at all possible.
- D. The Board will provide one electric typewriter permanently assigned to a table in the media center available to faculty members at all times during the school day.



ARTICLE 15  
REVIEW OF PERSONNEL FILE

- A. Each teacher shall have the right upon request to review the contents of his personnel files, maintained at the teacher's school office. The review shall be made in the presence of the administrator responsible for the safe-keeping of those files.
- B. Privileged information such as confidential credentials and related personnel references normally sought at the time of employment are specifically exempted from review.
- C. No material originating after original employment will be placed in his personnel file unless the teacher has an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his file is inappropriate or in error, he may receive an adjustment, provided cause is shown, through the grievance procedure, whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- D. Any complaint made against a teacher by any parent, student, administrator, or other person will be called to attention of the teacher within five school days. If said complaint is to be placed or retained in any of the records or files of the Board, such complaints must be in written form and signed by the complainant.
- E. No teacher shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or professional advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline, including adverse evaluation of teacher performance shall be subject to discussion. The specific grounds forming the basis for disciplinary action will be made to the teacher and the Association in writing.
- F. If a teacher is to be disciplined or reprimanded by the Board or its Agents, he shall be entitled to have a representative of the Association present.

Review Of Personnel File (cont'd)

- G. If an administrator believes a teacher is doing unacceptable work the reasons therefore shall be set forth in specific terms as shall be set forth in specific ways in which the teacher is to improve, and of assistance to be given by the administrator and other staff members. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

ARTICLE 16  
SUBSTITUTES FOR TEACHERS

- A. The following procedures shall be followed by teachers who are in need of substitute teachers:
1. Teachers shall notify the principal or his/her designee prior to 7:15 A.M.
  2. The Administrator will be responsible for securing the substitute teacher.
  3. In case it is impossible to secure a substitute, teachers with open hours will be asked to teach during their open hour at a rate of \$10.00/hr.
  4. In no case will any class be left unsupervised when the regular teacher is off the school grounds.
- B. Every teacher will have written lesson plans on their desk at 8:30 A.M. on any day that they are unable to work. These lesson plans will be sufficient in detail so that a substitute teacher will be able to carry on classroom activities appropriate for the scheduled class.
- C. At the completion of each day's service by a substitute teacher, he/she will complete, in duplicate, the Substitute Teachers Report Form. One copy will be given to the administrator, and the second copy placed in the teacher's mailbox.

ARTICLE 17  
TEACHER WORK LOAD

- A. Teachers shall have a duty free lunch period of at least 35 minutes.
- B. The following teachers will have, in addition to their lunch period, a preparation period during which they will not be assigned to other duties as follows:
1. Elementary teachers--when the enrichment teacher such as music, art, or physical education is in the room the teacher has the right to leave the room if she wishes. This means that the teacher is not free to leave while the Teacher Aide is in the room. Elementary teachers are free of their children for two recess periods per day, plus the hour noon hour, and the times the Art teacher is in the room, and while students are in Physical Education.
  2. The secondary teachers will have the right to one preparation period of 55 minutes or the equivalent of one class period, whichever is greater.
  3. Exceptions to B, B1, B2; the Beal City School Board, under certain circumstances, may offer an experienced teacher an extra class period. This class shall first be offered to the teacher in whose field the class falls. Then the extra class will be offered to the teacher with the most experience. In no case will a new teacher be offered an extra class. In exchange for this extra class period 1/5 of the teacher's present teaching salary will be paid to the accepting teacher.
- C. The school day will consist of 6 class periods, none of which will be longer than 56 minutes nor shorter than 40 minutes with the following exceptions:
1. Scheduled class meetings and/or club meetings
  2. Scheduled assemblies
  3. Scheduled home room meetings

ARTICLE 18  
CLASS SIZES

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

| <u>B. Elementary Schools</u>                               | <u>OPTIMUM</u> | <u>MAXIMUM</u> |
|--|----------------|----------------|
| Kindergarten (Under no condition may<br>it exceed 35)      | 22 pupils      | 30 pupils      |
| Elementary school grades                                   | 25 pupils      | 30 pupils      |
| Special classes for handicapped<br>or emotionally retarded | 15 pupils      | 15 pupils      |
| Remedial reading   | 6 pupils       | 8 pupils       |
| Emotionally disturbed classes                              | 8 pupils       | 8 pupils       |
| Combination grades   | 20 pupils      | 28 pupils      |

C. Secondary Schools

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

D. When the Board surpasses maximum class size at the elementary level (grades K-6) it agrees to pay the teacher \$25.00 per student per hour per year. Such amounts shall be prorated in cases where the assignment is for less than a full school year. In addition, if maximum class size is exceeded at elementary grades 1-6, upon request of the elementary teacher the Board will provide the teacher with one (1) hour of aide time per day.

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



ARTICLE 19  
SCHOOL DISCIPLINE

- A. The Association recognizes the growing community concern with discipline problems in the Beal City Schools. In an effort to deal with these discipline problems the parties agree to the following:
1. That teachers will recommit themselves to improving discipline in the schools.
  2. That they will more carefully monitor student activities around their classroom doors.
  3. That a joint administrative/teacher committee will be established by the Board and Association to study discipline problems and make recommendations for improvement
  4. It is understood that in the event a teacher fails to participate in a discipline program devised by the administration and the Association, said failure may be noted in their evaluation.

ARTICLE 20  
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, support and assistance will be given to the teachers with respect to the maintenance of control and discipline in the classroom. The District further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibilities for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the District will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is reasonable to protect himself from attack or to prevent injury to another pupil.
- C. After a teacher, parent, principal conference a teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as teaching obligations will allow, full particulars of the incident in writing.
- D. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents when warranted. The School Board makes the final decision whether a student is expelled or not from school.
- E. Any case of assault upon a teacher shall be promptly reported to the District or the Superintendent. The District will provide the legal council to advise the teacher of his rights and obligations with the teacher in connection with handling of the incident by law enforcement and judicial authorities.

Student Discipline and Teacher Protection (Cont'd)

- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the District will provide legal counsel and render all necessary assistance to the teacher in his defense. If a teacher is subsequently found guilty of committing a criminal act by a court, the teacher shall reimburse the district for the cost of legal assistance provided the teacher.
- G. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.
- H. The District will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, when such loss is not due to the teacher's negligence. The request shall be submitted to the superintendent for final approval. This reimbursement shall not apply to claims under \$10.00 (for each item)
- I. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the association shall be notified.
- J. The School Board, teachers, and administration will utilize a portion of the day prior to school to discuss and develop some discipline procedures for use each year.

ARTICLE 21  
TEACHER EVALUATION AND OBSERVATION

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all classroom monitoring or observation of teachers shall be conducted openly.
- B. Evaluation shall only be conducted by a building principal, assistant principal or other qualified administrator as designated by the Board of Education. Formal classroom observation shall be based on at least thirty (30) consecutive minutes of classroom observation.
- C. The performance of all teachers shall be evaluated in writing as follows:
  - 1. Probationary teachers shall be evaluated in writing at least three (3) times each year; once on or before November 15, again on or before March 15 and again before the end of the school year. A personal meeting will be held within (10) school days thereafter to review the job performance of the probationary teacher.
  - 2. Tenure teachers shall be evaluated in writing at least once each year. A personal meeting will be held with each tenure teacher with ten (10) school days thereafter to review his job performance.
- D. Three (3) copies of the written evaluation shall be submitted to the teacher, two to be signed and returned to the administration and the other one (1) to be retained by the teacher. In the event the teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his evaluation file.

ARTICLE 22  
ASSIGNMENTS AND TRANSFERS

- A. It is intended that all employment for the professional staff be made in terms of specific vacancies, therefore original assignment is a part of this employment arrangement.
- B. Transfer -- Transfer procedures will tend to follow the same pattern used in filling any vacancies. When vacancies occur in any category, all staff in that category will be alerted immediately by a bulletin announcement and job description of the position. Any professional qualified staff member desiring to be reassigned or transferred to the announced position should make written application to the superintendent.
- C. Transfer will be made on a voluntary basis except in cases of emergency. In case of involuntary transfer, the consideration and wishes of the individual teacher will be honored to the extent that this consideration does not conflict with the instructional requirements of the school. When such transfers occur, the teacher transferred will be provided a minimum of one (1) working day of release time to complete necessary arrangements and preparations. This assignment must occur after the beginning of school to receive time of one (1) day. Teachers will be assigned within their major or minor fields except in cases of emergencies.
- D. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to existing instructional program. When such vacancies occur notice will be given to all teachers. If the Superintendent, in his judgement, so determines such a vacancy may be filled on a temporary or tentative basis until the end of the current school year, at which time the position will be considered vacant for those who have applied within one week of notification.

ARTICLE 23  
TENURE AT THE BEAL CITY PUBLIC SCHOOLS

- A. Tenure at the Beal City Public Schools is a system through which the best possible teaching staff is secured, developed and retained. It gives security to good teachers and provides an orderly method of dismissal of incompetent teachers.
- B. We firmly believe that tenure will provide better instruction for the children of the Beal City District and will make teaching a more desirable profession because it will enable teachers to match in professional responsibility, the privileges of the security it confers.
- C. It shall be the duty of the Principal to help the new teacher become aware of the following:
1. Making the newcomer familiar with the traditions and policies of the school system.
  2. Routing
  3. Professional organization
  4. Answering such questions as the probationer may present regarding school routines, procedures and policies.
  5. Helping the personal adjustment of the new teachers to the school-community life and offer constructive suggestions to encourage the probationer while at the same time establishing helpful, friendly relations between the two.
  6. The principal shall assign each new teacher one or more tenure teachers as advisors.
  7.
    1. Probationary Teachers - 3 visits per year
    2. Tenure Teachers - 1 visit per year.
- D. Procedures on tenure will be handled according to the State Tenure Law.



ARTICLE 24  
LAY-OFF AND RECALL

- A. It is within the sole discretion of the Board to reduce the number of teachers at such time as the Board may deem appropriate. In the event it becomes necessary to reduce the number of teachers, the following procedure will be followed:
1. The Board, through its agents, will determine the curriculum and the positions which should be eliminated, reduced, or continued.
  2. In the event that a reduction of personnel shall become necessary the Board shall first retain those teachers who possess current teaching certificates, have the greatest seniority in the School District, and who are qualified to teach in those areas of discipline to be preserved.
  3. The Board shall take formal action in order to effectuate the layoff of a teacher. Teachers to be laid off shall be notified in writing of such layoff as soon as the Board determines their layoff is necessary.
- B. "Seniority" shall be defined as the length of continuous service with the school district. Periods of time spent on leaves of absence or layoff shall not constitute a break in continuous service and seniority shall accrue during such periods. For purposes of this article only, service at less than the full teaching load shall count as if the service was at the full teaching load. In the event of ties in seniority, all teachers so affected will participate in the formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place that reasonably allow affected bargaining unit members and Association representatives to be in attendance.
- C. The Board shall prepare and present to the Association a current seniority list prior to December 15th of each year. The seniority list shall also contain information regarding the employee's certification. The Association shall have thirty (30) days to object to the list. Any objection must be in writing.

Lay-Off And Recall (Cont'd)

- D. The certification and qualification of a teacher to be laid off shall be the certification and qualification on file with the Board at the time the notice of layoff is sent. The certification and qualification of a teacher to be recalled from layoff shall be the certification and qualifications on file with the board at the time the notification of recall from layoff is sent. It is the teacher's duty to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes.
- E. Teachers on layoff shall be recalled in order of greatest seniority, provided THE more senior teacher(s) are certified and qualified for the vacancy or vacancies to be filled.
- F. Notice of recall shall be sent by certified or registered mail to the teacher's last known address. it shall be the responsibility of the teacher to keep the Board informed of his/her current address.
- G. The individual contract executed between each teacher and the Board is subject to the terms and conditions of this article. It is intended that this provision takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this provisions.
- H. In the event the Board modifies its qualifications criteria, a copy of the criteria shall be mailed to the Association President.
- I. It is agreed and understood that the layoff and recall procedure is subject to the Michigan Teacher's Tenure Act.

ARTICLE 25  
RETIREMENT

Retirement will follow state/federal statutes.

ARTICLE 27  
LEAVE POLICY

A. BUSINESS, PERSONAL, AND PROFESSIONAL LEAVE:

1. In the case of an approved personal business day or Association day occurring on the same day as a cancellation of school due to an "act of God", the pending day-off will automatically be cancelled upon request of the teacher and will not be deducted from the years total allotment.
2. Each teacher is provided with 3 days annually, which may be carried over to accumulate to ten (10) days, to be used for personal business and/or professional leave in the following areas:
  - a. 2 days for conducting of personal business which cannot be handled outside school hours, at the discretion of the teacher.
  - b. Religious observance by employee
  - c. Death of relative or close friend.
  - d. Moving (within system)
  - e. Matters of an emergency nature allowable at the discretion of the Administration.
  - f. These days of leave are not intended to be used to extend vacation periods scheduled in the school calendar, and will not be granted with pay either preceding or following a scheduled vacation.
  - g. A personal day may not be taken if employee is receiving remuneration while on the personal day. You may not take a personal day to work somewhere else.
  - h. During the month of May, no more than two (2) teachers may take a personal day on any given calendar day, except in the case of an emergency or with the Superintendent's permission.
3. The teacher will provide at least 48 hours notice of his intention to use personal leave except in case of emergency.
4. In accounting for personal leave, any portion of a clock hour will be charged as one clock hour.
5. The Association shall be granted two (2) days per year to be used for Association governance and/or training. The Association shall pay for the cost of the substitute for the teacher utilizing the Association day.

Leave Policy (Cont'd)

B. SICK LEAVE:

1. The primary purpose of the sick leave allowance is to cover the absence of the teacher from the school because of personal illness or disability sufficiently severe that it shall make his presence in school inadvisable. After five (5) consecutive absent days, the teacher must have a certificate signed by a doctor in order to receive additional sick pay.
2. At the beginning of each school year each teacher will be credited with ten (10) days of sick leave, the unused portion of which shall accumulate to a maximum of one hundred eighty-three (183) days. Each teacher will contribute two (2) sick days to a school district Sick Bank. The Board of Education will also contribute two (2) sick days for each teacher to the school district Sick Bank. The Sick Bank will operate as follows:
  - a. When a teacher is ill or has a disability, that teacher will use his or her own accumulated sick leave until those days are exhausted, but not for longer than 90 calendar days.
  - b. If a teacher has exhausted their own accumulated sick days, the Sick Bank will be available to that teacher to cover the teacher until they are eligible for LTD benefits (90 calendar days), the LTD insurance premiums to be paid by the Board of Education.
  - c. In case the total accumulated Sick Bank days are used during any given school year, the same formula used to fund the Sick Bank at the beginning of the school year will be used.
  - d. If days are not needed to fund the Sick Bank at the beginning of a school year, the Sick Bank Committee may elect not to assess teachers and the school district sick days until days are needed for the Sick Bank.
  - e. The parties to this agreement mutually agree to establish a joint Sick Bank Committee to administer the Sick Bank days. The Sick Bank Committee shall be composed of two Board appointed members and two Association appointed members.

Leave Policy (Cont'd)

- f. In administering the Sick Bank, the Committee shall have the authority to establish guidelines and rules for the operation of the Committee and the use of Sick Bank Days.
3. The personal illness and Sick Bank days may be taken by a teacher for the following reasons and subject to the following conditions:
    - a. When a teacher is ill or has a disability that teacher will use his or her own accumulated sick leave until those days are exhausted, but not for longer than 90 calendar days.
    - b. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated on the same terms and conditions as are applied to other temporary disabilities, including, but not limited to those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.

C. ILLNESS IMMEDIATE FAMILY

The teacher may take a maximum of five days for serious illnesses in the immediate family. Immediate family shall be defined as spouse, children and parents.

D. FUNERAL LEAVE:

1. Death in the Immediate Family - The teacher may take a maximum of the following number of days per death.
  - a. Husband, wife, mother, father, brother, sister, children - 4
  - b. Father and mother-in-law - 3
  - c. Grandparents and grandchildren - 2

E. MATERNITY LEAVE:

1. The Board shall grant to any teacher a leave of absence for the purpose of childbirth. Such leave shall commence when a teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of pregnancy until such time, as in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

## Leave Policy (Cont'd)

2. In the case of any dispute as to whether a teacher, under this provision, is able to adequately perform the duties which she is regularly assigned to, the physician who has treated the teacher through her pregnancy shall make the final and binding determination.
3. Provided, however, that at the option of the teacher, the leave of absence may extend to the end of the school year in which the teacher commenced such leave of absence and further provided that:
  - a. The reinstatement shall be to the teacher's former position.
  - b. The leave may be extended up to a period of two (2) years, by written request of the teacher.
  - c. In the event of miscarriage prior to the start of maternity leave, the sick leave provision of this collection agreement shall apply.
  - d. A teacher on maternity leave of absence shall be given credit on the salary schedule for the remainder of the school year in which the pregnancy occurs.
  - e. A teacher on maternity leave shall receive the health insurance benefits provided for under this collective agreement for the remainder of the school year in which the pregnancy occurs.

## F. MILITARY LEAVE

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



Leave Policy (Cont'd)

G. LEAVE OF ABSENCE

1. The Board shall grant a leave of absence to any teacher for any reason requested by the teacher. This leave shall not be available to more than one (1) teacher per year or a teacher with less than ten (10) years seniority. Said leave and advancement on the salary schedule shall be determined at the discretion of the Board. The determination regarding placement on the salary schedule shall be made in writing prior to the granting of such leave. The Board may in its' discretion grant additional leaves.
2. A teacher who is granted a leave of absence shall, upon request, be given the benefit of sick leave allowance which has been credited to him provided he agrees to serve the district for one year after taking his leave.
3. A leave of absence may run for a maximum of two years. If a second year of leave is to be taken, the teacher shall notify the administration 60 days prior to the end of the first year of leave.
4. A teacher will notify the administration in writing of his intention to take a leave by June 1st.
5. A teacher on a leave of absence shall notify the administration 70 days prior to the end of the school year preceding his return of his intent to return.
6. The administration will attempt to provide said teacher with his former teaching position upon his return. However, the administration does not have to return the teacher to any non-tenure duty.
7. There shall be no loss of tenure rights or decrease of step on the pay scale.
8. A teacher who is granted a leave of absence will be granted the next step on the pay scale in those cases in which the leave is mutually agreed to be beneficial to the school district by the Board of education and the Association. The contract will be completed prior to departure.

ARTICLE 27  
HEALTH EXAMINATIONS

- A. Physical Examinations may be required if necessary of any teacher by the Board of Education at its expense, except T.B. tests which are required. Doctors to be chosen by the Board of Education.
1. The teacher's doctor and the Board of Education doctor may be asked to issue a statement of a teachers condition. These statements would then be compared.
  2. 3 members of the Association and 3 members of the Board would make a joint decision which would be final.

ARTICLE 28  
CURRICULUM COUNCIL

There is hereby established a joint Curriculum Council consisting of three (3) representatives appointed by the Board, and four (4) representatives appointed by the Association. The High School Principal will serve as a Ex-Officio member of the committee. The Curriculum Council shall meet as deemed necessary during the regular school year and advise the Board and the Association on such matters as teaching techniques, courses of study, textbooks, curriculum guides, pupil testing and evaluation, philosophy and educational goals of the district, research and related matters.

ARTICLE 29  
DEPARTMENTAL BUDGETS

- A. The Board agrees that each department should be provided with a separate budget of a minimum of \$200.00 for the purpose of instructional improvement of supplementation in that department. All purchases are subject to approval by the Superintendent.
- B. Each department will receive, upon request, a summary of expenditures and balance in the departmental account.
- C. Departments:
  - 1. Physical Education
  - 2. Science
  - 3. Mathematics
  - 4. Each Elementary room
  - 5. Music
  - 6. Vocational Agriculture
  - 7. English
  - 8. Social Studies
  - 9. Business
  - 10. Art
  - 11. Foreign Language
  - 12. Speech
  - 13. Special Education
  - 14. Audio-Visual

ARTICLE 30  
CALENDAR

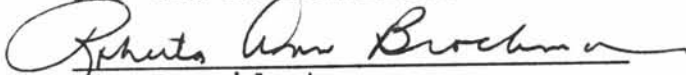
- A. The calendar is attached as Schedule A.
- B. When considering whether to cancel school due to inclement weather, delayed start of the school day will be utilized whenever possible as determined by the Superintendent.
- C. When days of student instruction are cancelled and must be rescheduled to provide the minimum number of days of student instruction required by law, such days shall be rescheduled. The Board and Association shall agree upon the dates such days shall be rescheduled. All such days shall be rescheduled, but no more than five (5) school days or seven (7) calendar days may be added to the end of the calendar.
- D. Teachers shall receive their regular pay for days which are cancelled, but shall work on any rescheduled days with no additional compensation.
- E. The teachers work year shall not be longer than 184 days.
  - 1. One day at the end of the first semester is a non-student teacher work day.
  - 2. One day at the end of the second semester is a non-student teacher work day.
  - 3. The Board and Association recognize the necessity for meeting all state regulations in regard to length of school day.

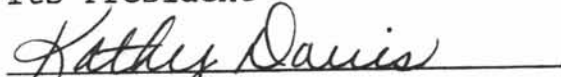
ARTICLE 31  
DURATION

This Agreement shall be effective July 1, 1989 and shall terminate midnight, June 30, 1990.

The terms and conditions of this agreement shall be retroactive to July 1, 1989 with the exception of MESSA Super-Care 1. The MESSA Super-Care 1 shall be implemented as soon as possible as allowed by MESSA policy.

For the ASSOCIATION:

  
Its President

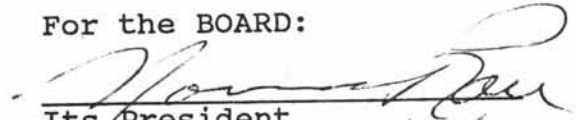
  
Its Secretary

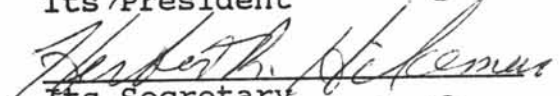


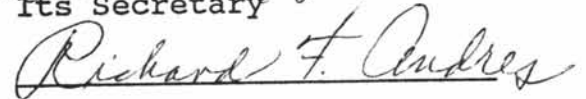
Negotiating Team Members:

Ann Brockman  
Kathy Davis  
Jane Leroux  
Jerry Norton  
Ron O'Neil  
Ben Steele  
Diane Malmo, MEA

For the BOARD:

  
Its President

  
Its Secretary



Negotiating Team Members:

Richard Andres  
Herb Hileman  
Carl Mayes  
Norm Rau

SCHEDULE A

BEAL CITY  
1989-90 SALARY SCHEDULE

| <u>YRS<br/>EXP</u> | <u>INDEX</u> | <u>BA</u> | <u>BA+18*</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|--------------------|--------------|-----------|---------------|-----------|--------------|--------------|
| 0                  | 1.00         | \$20,528  | \$21,130      | \$21,729  | \$21,969     | \$22,210     |
| 1                  | 1.05         | 21,554    | 22,187        | 22,815    | 23,067       | 23,321       |
| 2                  | 1.10         | 22,581    | 23,243        | 23,902    | 24,166       | 24,431       |
| 3                  | 1.15         | 23,607    | 24,300        | 24,988    | 25,264       | 25,542       |
| 4                  | 1.20         | 24,634    | 25,356        | 26,075    | 26,363       | 26,652       |
| 5                  | 1.25         | 25,660    | 26,413        | 27,161    | 27,461       | 27,763       |
| 6                  | 1.30         | 26,686    | 27,469        | 28,248    | 28,560       | 28,873       |
| 7                  | 1.35         | 27,713    | 28,526        | 29,334    | 29,658       | 29,984       |
| 8                  | 1.40         | 28,739    | 29,582        | 30,421    | 30,757       | 31,094       |
| 9                  | 1.45         | 29,766    | 30,639        | 31,508    | 31,855       | 32,205       |
| 10                 | 1.50         | 30,792    | 31,695        | 32,594    | 32,954       | 33,315       |

\*Those faculty members having worked in the Beal City Public Schools prior to the 1973-74 school year will be paid on this level upon reaching BA +15.



SCHEDULE B

EXTRA DUTY ASSIGNMENT

|    |                                |          |          |
|----|--------------------------------|----------|----------|
| 1. | Athletic Director              | 12%      | of base  |
|    | Head Football Coach            | 12%      | of base  |
|    | Head Basketball Coaches        | 12%      | of base  |
|    | Head Baseball Coach            | 8.5%     | of base  |
|    | Head Softball Coach            | 8.5%     | of base  |
|    | Head Track Coaches             | 8.5%     | of base  |
|    | Ass't Football Coach           | 7.5%     | of base  |
|    | Head Volleyball Coach          | 8.5%     | of base  |
|    | J.V. Volleyball Coach          | 5%       | of base  |
|    | J.V. Basketball Coach          | 7.5%     | of base  |
|    | J.V. Football Coach            | 7%       | of base  |
|    | J.V. Baseball Coach            | 5%       | of base  |
|    | J.V. Softball Coach            | 5%       | of base  |
|    | Freshman Basketball Coach      | 7%       | of base  |
|    | Jr. High Basketball Coaches    | 7.5%     | of base  |
|    | Cheerleading Advisor           | 5.5%     | of base  |
|    | Jr. Advisors (2)               | \$200.00 | each     |
|    | Sr. Advisors (2)               | \$100.00 | each     |
|    | Band (including summer program | 12%      | of base  |
|    | Driver Education               | \$10.00  | per hour |

|                               |              |
|-------------------------------|--------------|
| Fall/Winter Assistant Coach*  | \$1000/coach |
| Spring Sport Assistant Coach* | \$750/coach  |

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

SCHEDULE C

1989-90 CALENDAR

|                                  |   |
|----------------------------------|---|
| August 25                        | Teacher Work Day  |
| August 28                        | First Student Day   |
| September 4                      | Labor Day (No School)   |
| November 15                      | Deer Day (No School)  |
| November 23-24                   | Thanksgiving Vacation   |
| December 20                      | Half-Day for Students & Teachers  |
| December 21 through<br>January 1 | Christmas Vacation  |
| March 5-9                        | Spring Break  |
| April 13                         | Good Friday - Half Day for students and<br>teachers if needed for Snow Day<br>Make-up |
| April 16                         | No School, unless needed for Snow Day<br>Make-up                                      |
| May 28                           | Memorial Day (No School)  |
| June 1                           | Last Day for Students   |
| June 2                           | Teacher Work Day - Half Day   |

SCHEDULE D

GRIEVANCE REPORT FORM

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

STEP I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Contract Provision Violated \_\_\_\_\_

3. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

C. Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Principal

Date

D. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

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

STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_ |

B. Disposition of Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

STEP III

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Final Disposition by Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

