

8/31/93  
Northern Zone Copy  
Region 18-B

**AGREEMENT**

between the

**BESSEMER BOARD OF EDUCATION**

and the

**BESSEMER EDUCATION ASSOCIATION**

**1990-91**

**1991-92**

**1992-93**

*Bessemer Area Schools*

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1	Recognition	1
2	Professional Negotiations	2
3	Rights of the Board	4
4	Agency Shop	7
5	Teacher Rights/Association Rights	8
6	Grievance Procedure	10
7	Teaching Hours	16
8	Teaching Loads	18
9	Professional Qualifications and Assignments	21
10	Teacher Evaluation	24
11	Seniority	25
12	Reductions in Personnel	27
13	Consolidation/Annexation	28
14	Leaves of Absence	29
15	Strikes and Sanctions	33
16	School Improvement - Site Based Decision Making	34
17	Miscellaneous Provisions	35
18	Professional Compensation	37
19	Health Insurance	39
20	Early Retirement	40
21	Duration of Agreement	42
Appendix A	Salary Schedule	43
Appendix B	Extracurriculars	46
Appendix C	School Calendar	48
Appendix D	Probationary Teacher Contract	
Appendix E	Tenure Teacher Contract	
Appendix F	Seniority List	

ARTICLE 1

Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for a unit consisting of all certificated teaching personnel, but excluding the superintendent, assistant superintendent, principals, and assistant principals. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement will refer to all employees in the above unit, and references to male teachers will include female teachers.

## ARTICLE 2

### Professional Negotiations

- A. The Board agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965. The Board further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this agreement.
- B. This Agreement incorporates the entire understanding of the parties on all issues which were the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
- C. During negotiation, the Board and the Association will present relevant data, exchange points of view and make proposals and counterproposals. As of the time such information is made available to the Board, the Board will provide the Association with documents relating to budgetary proposals, requirements and allocations which are presented at any regular meeting of the full Board or to any other governmental body. The Board will make available to the Association for inspection all pertinent records of the Bessemer School System at the written request of the Association which request shall specify the records desired. Such records will be made available at the offices of the Board and will not be removed from the Boards offices. The Association shall reimburse the

Board for reasonable expenses incurred in furnishing information or making records available. Either party may, if it is so desired, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.

- D. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee or designated representative.

ARTICLE 3

Rights of the Board

- A. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of Educational policy, the operation of the schools, and the assignment of the professional staff are vested exclusively in the superintendent and/or principal when so delegated by the Board.
  
- B. The authority to adopt all parts of the annual budget of the school district shall remain exclusively with the Board and during the term of this Agreement shall not be the subject of mandatory negotiation within the Association, nor subject to any proceedings under the grievance procedure.
  
- C. The Board reserves the right to require health and tuberculosis examinations.
  - 1. All new teachers shall be required to file with the Board certification of satisfactory health signed by a competent physician of the teachers own choice at the teachers expense.
  - 2. TB-X-Ray: Non-tenure teachers must have an X-Ray at their own expense. Tenure teachers who indicate a positive reaction to the Mantoux test must also have an X-Ray. Tenure teachers showing a negative reaction are exempt from the X-Ray.

D. 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 shall remain unaffected by this agreement and in full force and effect, unless and until changed by the Board. Any additions, subtractions, or revisions of these policies 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 by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this agreement, shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all its personnel.
3. The right to hire, promote, suspend and discharge employees, transfer employees, determine the working schedule and work force size, and to lay off employees, except where limited by the Master Agreement.

4. Adopt reasonable rules and regulations.
5. Determine the qualifications of employees.
6. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
7. Determine the placement of operations, services, and the source of materials and supplies.
8. Determine the financial policies.
9. Determine the policy affecting the selection of employees, providing such selection shall be based upon lawful criteria, except where limited by the Master Agreement.



ARTICLE 4

Agency Shop

- A. The form of Association under this agreement is a so called "Agency Shop". Under the "Agency Shop", non-association workers, whom the Association is required to represent as part of the Bargaining Unit, must pay, as a condition of continued employment, the same dues and assessment as Association employees. Failure to pay the representative fee, and/or dues shall be cause for dismissal of said teacher at the end of the current school year.
- B. No teacher shall be discharged for non-payment of dues unless the Board has received a formal written notice from the Association requesting it to discharge said teachers for the non-payment of dues, and assessments paid by Association employees. In the event that any teacher is discharged, at the Associations request, for non-payment of dues, and the School District is sued by said teacher for wages, damages, and loss of Tenure rights, the Association covenants and agrees that it will represent and defend said Board of Education free of charge in said litigation, and in the event that any judgment is obtained against the School District by virtue of such litigation, it will indemnify and save the School District harmless from the payment of any judgment so obtained.
- C. This section is subject to all the express terms and conditions of the Teachers Tenure Act of Michigan and all Veterans Laws protecting the rights of veterans in regard to public employment.

ARTICLE 5

Teacher Rights/Association Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or coerce or deprive any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States: That it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reasons of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint of proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association, or any committee thereof, shall have the right to use the school buildings and facilities without charge for professional meetings after the close of the school day during such times when a janitor is on duty. At no time shall the meetings extend beyond 10:30 p.m. Room clearance shall be made with the principal at least one day in advance.

- C. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off the school premises.
- D. The teachers' mail boxes and the bulletin board in the principal's office shall be made available to the Association and its members for the purpose of displaying notices and distributing teacher organization material.
- E. The Board agrees to deduct from the salaries of the teachers the dues for the Association, the Michigan Education Association, and the National Education Association when voluntarily authorized in writing by each teacher desirous of having his dues deducted. Authorization forms when duly executed shall be filed with the superintendent. All deductions shall be made in equal or nearly equal installments according to a schedule agreed upon by the School Administrations and the Association.
- F. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the General Michigan School Laws.
- G. Under no circumstances will teachers leave the building without permission of the Building Principal or Superintendent.

## ARTICLE 6

### Grievance Procedure

#### A. Definitions

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

#### B. Purpose

The primary purpose of the procedure set forth in this Section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Structure

1. There shall be at least one but not more than three Association Representatives for each school building, to be selected in a manner determined by the Association, who will serve on the Association's Committee on Professional Rights and Responsibilities, hereinafter referred to as the P.R. and R. Committee.
2. In the event any member of the PR&R Committee is a party of interest to any grievance brought, he shall be disqualified to serve on the Committee and shall be replaced by the Association until adjudication of the grievance.
3. The building principal shall be the administrative representative when the particular grievance arises in one building.

D. Procedure

1. Level One

A teacher with a grievance shall first discuss it with his principal, either directly or through the Association's School Representative, with the objective of resolving the matter informally. The principal shall make his decision known within three days.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing with any member of the Association's PR&R Committee within five (5) school days after the decision at Level One. Within five (5) school days after receiving the written grievance, the Chairman or the member with whom the grievance was filed will refer it to the Superintendent of Schools.

- b. The Superintendent or his designee will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person in an effort to resolve it.
- c. If a teacher does not file a grievance in writing with the Chairman of the PR&R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, the grievance will be considered as waived.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after he has first met with the Superintendent, he may file the grievance in writing with the Chairman of the PR&R Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee will refer it to the Board. Within ten (10) school days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Board.

4. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after he has first met with the Board Committee, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after he has first met with the Board Committee, whichever is sooner, request in writing the Chairman of the PR&R Committee to submit his grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious and that it arose from the language of this Agreement or an alleged breach thereof and that submitting it to arbitration is in the best interests of the Bessemer School System, it may by written notice to the Board submit the grievance to arbitration within fifteen (15) school days after receipt of the request by the aggrieved person. Grievances which do not arise from the language of this Agreement, or an alleged breach thereof, may be processed through Level Three, but will not be arbitrable.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board Committee and the PR&R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- c. The arbitrator so selected will confer with representatives of the Board and the PR&R Committee and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof will be final and binding.
- d. The costs for the services of the arbitration, including per diem expenses of any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.

E. Rights of Representation

Any party in interest may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association. Provided further: When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing, except where the grievance involves only questions of fact peculiar to the individual grievant.



F. Miscellaneous

1. There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his Association Representative, any member of the Grievance Committee, Appeal Committee, and Ad Hoc Committees, or any other participants in the procedure set forth herein by reason of such participation.
2. The following matters shall not be the basis of any grievance filed under the procedures outlined in this Article.
  - a. The placing of a non tenure teacher on a third year of probation.
  - b. Any claim or complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Tenure Act (Act 4 of the Public Acts, Extra Session, of 1937 of Michigan) as amended.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of the procedures set forth herein.
5. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students of any phase of the grievance procedure.

ARTICLE 7

Teaching Hours

A. The teaching day schedule shall be as follows:

Washington School: 8:00 A.M. - 11:45 A.M.  
12:30 P.M. - 3:00 P.M.  
High School: 8:00 A.M. - Noon  
12:45 P.M. - 3:00 P.M.

B. Teachers may be required to remain after school, without additional compensation, for up to forty minutes on each of two days each month to attend meetings called by the Superintendent or Principal.

C. 1. All teachers except those on noon duty shall be entitled to a duty free uninterrupted lunch period equivalent in time to the regular student lunch period in the respective building.

2. Association members shall be responsible for the lunch period supervision on a rotating basis utilizing volunteers first, then, in the absence of volunteers, members of the Association on a rotating basis in each building assignment. Teachers volunteering for permanent duty shall be eligible for two (2) additional personal leave days per semester and early dismissal each day. If there is an insufficient number of volunteers, noon duty will return to the status quo as provided for elsewhere in this section.

3. The number of persons needed for lunch period duty will be determined by the administration.

4. Teachers serving lunch period duty shall be allowed to leave at the end of the students' day; such privilege to be used on a non-accumulating basis during the school year.

5. Teachers not reporting for assigned lunch period duty shall be subject to normal disciplinary action.
  6. The Washington School will operate the lunch period on a sliding shift basis of forty-five (45) minute shifts. The lunch period shall encompass a block of time from 11:30 a.m. to 12:45 p.m.
- E. It is the responsibility of each teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes participation, attendance, and being ready to offer their services on a voluntary basis to promote the success of school activities.
- F. Parent-teacher conferences are to be held at night with two conferences per year. Programs such as the Christmas Programs and Spring Concert for both the Washington School and the High School are to be held during the day. Attendance at the Junior Prom is on a voluntary basis upon receipt of an invitation.
- G. Failure of any teacher to adhere to the Master Contract working hours provision, without prior permission or special arrangement by the Building Principal, will result in docking of pay on a computed hourly basis.
- H. All students K-12 shall be dismissed at 3:00 p.m. All teachers will be allowed to leave from both the Washington School and the High School at 3:00 p.m. providing students have been bussed. Any teacher who has to stay past 3:00 p.m. shall be given compensatory time (hour for hour).
- I. All teachers within the system will be allowed one fifteen (15) minute coffee break per day.

ARTICLE 8

Teaching Loads

A. Senior High School

1. The normal teaching load in the Senior High School will be a maximum of twenty-five (25) student contact hours. Teaching periods and study halls shall not exceed the twenty-five (25) contact hours.
2. Each teacher shall have a minimum of five (5) unassigned preparation periods each week. Student contact hours plus unassigned preparation periods shall not exceed thirty (30) hours per week.

B. Each elementary teacher shall have a minimum of one (1) unassigned preparation period per day.

C. The above teacher load shall be implemented providing the following conditions are observed:

1. Will not detract or reduce programs presently in existence.
2. This section will not affect layoff procedures as recommended by the administration.
3. If layoffs become necessary due to decreased enrollment or financial reasons, the Board reserves the right to increase class loads.
4. Rules and guidelines will be established by the Principal.

D. Any participation by a teacher in the Shared Academic Program shall be done strictly on a voluntary basis. If a teacher is required to travel to a neighboring school district under this program, he/she shall retain all privileges as teacher under this Master Contract. Such contractual rights shall include, but are not limited to the following: salary,

fringe benefits, seniority, grievance procedure. Such a teacher shall not be reduced in rank or compensation or deprived of any professional advantage because of participation in this program.

E. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to make every effort to keep the class sizes at an acceptable number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, and the best interest of the District as deemed administratively feasible. The Board further agrees to make a good faith effort to meet the class size requirements contained in Section 21, Article 2 of the 1985-86 Michigan School Aid Act (Public Act 110 of 1985).

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

G. Assignment of Students to Teachers and Class Transfers

1. Grades K-8: Current year's teachers, coming year's potential teachers, and the building administrator shall comprise an assignment team which shall meet and assign students to the coming year's teachers by May 15th of the current year.

2. Grades 9-12: When students wish to transfer from one class to another class, they must secure the permission of both teachers affected, a parent, and the building administrator. The teachers and the building administrator shall comprise the transfer team.

3. Factors to be used in assignment of students to teachers and transfers: The assignment team or the transfer team shall use their professional judgment, and shall consider factors including, but not necessarily limited to, the balancing of class sizes, individual student differences, abilities, emotional factors, peer relationships, and maximum group educational advantage, in making their recommendations.
  
4. Notification to parents and right to review: Before the end of the current school year, parents shall be furnished with notice of the proposed assignments. In grades 9-12, after giving permission to a proposed transfer, parents shall be notified if the transfer request is rejected. In both cases, the parents shall be afforded the opportunity to meet with the team that made the recommendation, or rejected the requested transfer, to question or challenge the team's decision. The decision that follows, which is to be made either by the assignment team or the building administrator, at the building administrator's option, shall be final. In the case of proposed assignments for next year's teachers in grades K-8 the opportunity to meet with the team and the final decision shall be made before the current school year's end.

ARTICLE 9

Professional Qualifications and Assignments

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate, if a satisfactory one is available at time of hiring.
- B. No substitute teacher will be employed by the Board who possesses less than provisional or permanent certificate, except under the provision of a ninety (90) day certificate.
- C. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. It is understood that the Board shall make assignments in accordance with the needs of the District.
- D. In the event a teacher leaving the District is not replaced, the following procedure shall govern the reassignment of said teacher's classes.
  - 1. The Administration shall provide written notification to the Association.
  - 2. The Administration shall meet with the affected teacher(s).
  - 3. A committee comprised of the building administrator and the teachers within the affected discipline shall meet for the purpose of making recommendations to the Superintendent concerning the reassignment of classes.

4. The decision of the Superintendent with regard to reassignment of classes shall be final. However, the Superintendent shall not be arbitrary and capricious in exercising his right under this section.
- E.
1. Whenever any vacancy in any professional position including title program and community schools positions in the district shall occur, a written notice of such vacancy shall be posted for fifteen (15) working days. No vacancy shall be filled, except in case of an emergency on a temporary basis until such vacancy shall have been posted.
  2. If a teacher within the system makes special written application for a position for which he/she is qualified and certified he/she shall be given that position. If two or more teachers within the system apply, the individual with the longest time of service for the school district shall be given the position. The Board reserves the right to make the decision from any and all the applications received.
  3. When a vacancy arises during the summer, the Board shall post the vacancy as now required and shall notify the BEA secretary by mail. The BEA secretary will be responsible for notifying each teacher.
- F. All teachers shall be given written notice of their tentative assignment for the forthcoming year no later than the preceding first day of June. In the event that changes in such assignment are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' assignments be made later than the 15th day of



August preceding the commencement of the school year, unless an emergency situation requires the same, and the teacher shall be notified in each instance. When transference is necessary, the teachers with the most seniority shall be given the option to refuse the transfer providing the other teachers with less seniority are certified for the assignment.

- G. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and Summer School courses, shall not be obligatory but shall be with the consent of the teacher.
- H. Teachers are required to enforce disciplinary procedures as delegated by the building Principal.
- I. Teachers are required to submit detailed weekly lesson plans to their building Principal's office.

ARTICLE 10

Teacher Evaluation

- A. A non-tenure teacher will be evaluated by the administration at least once a semester the first year. After that, the evaluation will be made at the request of the non-tenure teacher. It will be verbal rather than written.
  
- B. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
  
- C. No teacher shall be suspended with or without pay, demoted, or discharged, without just cause. Just cause shall be determined by proper hearing procedures.

ARTICLE 11

Seniority

- A. No later than thirty (30) days following the ratification of this Agreement, and by every September 30 thereafter, the Employer shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member's first day of work (if the first day is a holiday, said day is the first day of work) since the most recent day of hire. All bargaining unit members shall be ranked on the list in order of their first day of work, as above defined. In the circumstances of more than one (1) individual having the same first day of work, all individuals so affected, will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
- B. A seniority list shall be made and attached to the Master Agreement each year for which a contract is negotiated and/or each year of a multi-year contract. The BEA will be responsible for preparing each seniority list to be entered within the contract each year by October 15th. This seniority list will be binding in the event of a dispute.

- D. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, bargaining unit members so affected shall retain all seniority accumulated as of the effective date of lay-off.
- E. Seniority shall continue to accumulate when bargaining unit members are on sabbatical, military, study, parental (maternity) health, or Association leave.
- F. For teachers teaching less than full time, seniority shall accrue in direct proportion to the percentage of the full day taught. For example:
1. One-half (1/2) time teaching equals one-half (1/2) year seniority.
  2. Three-fourths (3/4) time teaching equals three-fourths (3/4) year seniority.
- G. The attached seniority list shall be in effect as per past practice and the above conditions shall be implemented effective the first day of the new 1983-84 and 1984-85 master agreement.

ARTICLE 12

Reductions in Personnel

- A. No teacher shall be laid off because of necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district.
- B. No teacher shall be laid off because of necessary reduction in personnel, for any school year unless the teacher has been notified of the layoff in writing at least (60) days prior to the last teaching day of the previous school year.
- C. In the event of the layoff of teachers, teachers will be laid off in the reverse order of their experience in teaching within the district and within their area of certification. Thus, a teacher who has taught within the district for three years shall not be laid off before a teacher who has taught only two years within the district who has the same area of certification. The recall procedure, when implemented, shall insure teachers that they will be recalled in the reverse order of layoff when a vacancy arises within that teacher's area of certification.
- D. In the event that this district shall be combined with one or more districts the board will use its members in such consolidated district.

ARTICLE 13

Consolidation/Annexation

- A. In the event that this District shall be combined with one or more districts through consolidation or annexation, the Board will use its best efforts to assure the continued recognition of the Bessemer Education Association and the continued employment of its members. However, the Board will be governed by any State laws, court rulings, or decisions handed down by the Michigan Employment Relations Commission or any body that may have control by law. Such governing body has control over and above language entered in this contract.
- B. If the Bessemer City School District is the annexing district, the seniority list shall remain unchanged and the incoming teachers from the annexed district will begin with zero (0) years of seniority on the list. However, the annexed district teachers shall be placed on the salary schedule at Board discretion. Further, the Board agrees not to voluntarily negotiate any matter with the annexed district's teachers or their representatives. Such negotiations, if necessary, shall be through the recognized bargaining agent which is the Bessemer Education Association. (See Article I, Recognition, of this contract.)

ARTICLE 14

Leaves of Absence

- A. Teachers shall be entitled to ten (10) days sick leave, with full pay, each school year for personal illness or injury, or critical illness in the immediate family. The immediate family shall be considered to include husband, wife, son, daughter, father, mother, sister, brother, and any relative living in the teachers' household.
  
- B. Up to three (3) days of paid funeral leave for each incident may be utilized for death in the immediate family or death of grandparents, grandchildren, father-in-law, mother-in-law, aunt, uncle, niece, nephew. Further death leave may be granted at the discretion of the superintendent. More days needed will be subtracted from sick leave days accumulation.
  
- C. Each teacher shall be entitled to an accumulation for the unused portion of each year's leave up to a maximum of 130 days, exclusive of the ten (10) days of the current year. At the time of termination of employment the teacher shall receive payment for accumulated sick days in an amount of \$17.00 per day of unused sick leave. Early retirement incentives of any kind shall be granted at the discretion of the Board of Education based upon the individual case as it may arise and be considered in the best interest of the School District.

- D. Three (3) days a year may be used for personal leave. Personal leave signifies that the nature of the leave is personal and such leave will be without expressed reason. If a teacher takes a third day of personal leave, the association will be responsible for the payment of a substitute teacher for that day. The first two days shall be deducted from the accumulated sick leave. The third day will not be deducted. Personal leave days may not be used on the day preceding or following a scheduled holiday or the first or last two weeks of school, except in emergency situations as approved by the Superintendent.
- E. The maximum number of persons using personal leave days on the same day shall be restricted to two members of the High School staff and two members of the Washington School staff. Any additional persons requesting personal leave over this maximum could only be granted at the discretion of the administration.
- F. In an emergency situation where an excessive number of the teachers are absent on a particular day due to unforeseen circumstances, the Superintendent has the right to deny a personal leave day.
- G. Teachers may be granted a leave of absence with pay, up to three (3) days for administration approved visitation at other schools, or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at one time will be within the discretion of the administration. The teacher may be requested to file a written report, within one week, of his attendance at such visitation, conference, workshop, or seminar.



- H. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- I. Any teacher who is absent because of injury or disease compensable under Michigan Workmen's Compensation Law shall receive from the Board the difference between Workmen's Compensation payment prescribed by law and his regular salary, to the extent and until such time a teacher will have used up the sick leave provided herein.
- J. MEA Association Days: Up to nine (9) days will be granted to the BEA to be used for Association business. Any Association member may use the leave. Such leave shall be without loss of pay. The Association agrees to pick up the cost for a substitute for all Association days used.
- K. No teacher shall be excused during regular hours for other employment of personal gain except with the permission of the Superintendent.
- L. A leave of absence for a period for one year may be upon review and approval of the Board of Education for purposes deemed by the Board of Education as being educationally oriented or for educational purpose.
- M. Maternity leave shall be granted without pay at teachers request with doctors approval. The teacher shall be entitled to return from such leave at the beginning of the following school year. Maternity leave must comply with current court decisions and laws developed.

- N. Each teacher shall contribute one day into a sick leave bank. The teachers may place additional sick leave days from their accumulated sick leave into the bank as needed. The placement of these additional days shall be by majority vote of the association members. All members will then be required to donate days. The sick leave bank shall be administered by one designee of the Association and one designee of the Board. This committee shall establish reasonable rules by which to administer the bank. No member can draw from the bank until they have exhausted their accumulated sick leave.
- O. A teacher absent from work because of Mumps, Scarlet Fever, Measles, Chicken Pox or Lice, shall suffer no diminution of compensation and shall not have the absence charged against his/her sick leave. The teacher must bring a statement from a physician substantiating these illnesses to avoid the absence being charged against his/her sick leave.

ARTICLE 15

Strikes and Sanctions

- A. During the term of this Agreement, neither the Association or any person acting in its behalf, will cause, authorize or support, nor will any of its members take part in any strike (ie, the concerted failure to report for duty of willful absence of a teacher from his position, or stoppage of work or abstinence, in whole or part, from the full, faithful, and proper performance of the teachers duties of employment) for any purpose whatsoever.
- B. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his contractual duties, or who refuse to participate in any of the activities by this article.
- C. It is expressly understood that Section B of this Article will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations or future professional agreements.
- D. Violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or imposition of discipline or penalties.
- E. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 of which are otherwise provided by law.

ARTICLE 16

School Improvement - Site Based Decision Making

A. School Improvement Plans (SIP)

The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.

B. Site-Based Decision Making (SBDM)

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

C. In the event that any provision(s) of a SIP or SBDM decision or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

D. Any provision(s) of a SIP or SBDM decision or applications thereof affecting the wages, hours, and or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Association prior to being adopted and/or implemented.

E. Participation in any SIP or SBDM activity is voluntary and shall not be a part of a teacher's evaluation, or otherwise be used to discipline the teacher.

ARTICLE 17

Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its term. It shall likewise supersede any contrary to or inconsistent terms contained in any individual teacher contracts shall be made expressly subject to the terms of this agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The school calendar will be set by mutual agreement of the bargaining unit and representative of the Board by the 3rd Friday in April of each year. For the 1991-92 and 1992-93 school years the parties agree to explore the feasibility of an area-wide calendar.
- E. Department heads and involved teachers shall be consulted on budgetary matters which concern their department or program.

- F. The Board shall provide each teacher with a record of his/her total accumulated sick leave twice per year. A record of days accumulated and days used shall be distributed the second pay period in September and again on the second pay period in February. The Association shall be responsible for informing the Boards designee to provide such information on a timely basis.
- G. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by the City, County, or State health authorities, may be rescheduled in the discretion of the Board of Education to insure that there are a minimum of one hundred eighty (180) days of actual student instruction. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation. This section shall conform to the State Law on this subject and if the State Law requiring the above it repealed, this section shall be numb and void.
- H. Students enrolled within the school district shall not be used as teacher aides, monitors, and shall not supervise in any way.
- I. Community Schools personnel selected from our staff do not come under the terms of this Master Contract.

ARTICLE 18

Professional Compensation

- A. The salaries of teachers covered by this Agreement, set forth in Appendix A which is attached hereto and made a part hereof, are based on a normal weekly teaching load.
- B. For extra work, not set forth in Appendix A and which the teacher voluntarily elects to perform, additional compensation at a rate of \$3.50 per hour will be paid.
- C. Compensation for substituting and for extra classes: A teacher may be called upon to substitute in a class for another teacher within the system. The teacher will be compensated for each class taken over his thirty (30) hour maximum. This compensation will be according to the following formula: For secondary teachers, Grades 9-12, compensation shall be paid when his/her teaching hours exceed the twenty-five (25) hour maximum contact hours. Base salary of the teacher substitute divided by 180 days, divided by 1/7. A teacher may opt for compensatory time (hour for hour) in lieu of monetary compensation. (Elementary teachers will be given compensatory time, hour for hour, if given another class, and shall be used for early release.)

The BEA is required to post a list of available substitutes of this nature. A study hall will be regarded as a class.

- D. At the beginning of the school year, each teacher shall have the choice of receiving his pay in twenty (20) or twenty-six (26) (bi-weekly during the summer months) pay periods. Providing computer payroll remains in effect.
- E. Fully paid retirement to be paid for each teacher by the Board of Education.
- F. Teachers shall have the choice of receiving their extracurricular pay in one payment at the end of the activity or spread out throughout the year.



ARTICLE 19

Health Insurance

- A. The Board shall provide fully paid MESSA Super Med 2 for teacher and family. Any teacher within the system who does not choose to be covered by the provided hospitalization plan may apply the dollar (\$) amount of a single subscribers rate for other fixed or variable options offered by MESSA or MEFSA. No cash is offered in lieu of options. If such options exceed a single subscriber rate of MESSA Super Med 2, such sum in excess shall be borne by the individual involved.
  
- B. Effective September 1, 1991, the health insurance shall become MESSA Super Med 1. The Board shall be responsible for paying the deductible as follows: On the first payday in February, bargaining unit members who have elected two-person or family coverage shall receive a separate check in the amount of one hundred thirty dollars (\$130) before taxes to cover the cost of their deductible. Bargaining unit members who have elected single-person coverage shall receive a separate check in the amount of sixty-five dollars (\$65) before taxes to cover their deductible.
  
- C. The Board shall provide MESSA Dental Care Program for any employee of the bargaining unit and eligible dependents. Such program shall be Delta Dental Auto Plus 08 Rider.
  
- D. The Board shall provide MESSA VSP-3 vision insurance for each employee of the bargaining unit and their eligible dependents.

ARTICLE 20

Early Retirement

- A. To be eligible for benefits under this program, a teacher must have been employed at least fifteen (15) years by the Bessemer Area Schools or the Bessemer Township Schools.
- B. Teachers who wish to seek early retirement prior to age sixty-five (65) will be eligible for the following benefit: A lump sum payment upon retirement of six thousand dollars (\$6,000.00).

In order to collect on the above payment, the candidate must retire at the end of the first school year in which he/she has become eligible to receive benefits from the Michigan Public School Employees' Retirement System, or have reached age sixty (60) and have accumulated at least fifteen (15) years of employment with the Bessemer Area Schools or the Bessemer Township Schools.

Should the teacher choose not to retire the first year of being eligible to do so, said teacher will forfeit one thousand dollars (\$1,000.00) of retirement incentive payment for each year he/she delays retirement. (Example: Someone who is eligible to retire in June of 1987 but does not do so until June of 1988 shall receive one thousand dollars less ie. \$5,000.00 instead of \$6,000.00). Retirement at mid year shall forfeit only five hundred dollars (\$500.00).

- C. Written notice of intent to retire must be given to the Secretary of the Board of Education or his/her designee no less than thirty (30) calendar days before the resumption of school or before the end of a semester.

- D. The retiree must be employed by the Bessemer Area Schools on the last working day prior to the date of retirement or on normal sick leave or on leave covered by Article 14 of the Agreement.
  
- E. In addition to or in lieu of the above, the provisions of Article 14, Section C. may be applied.

The above represents a one time payment under any circumstances of early retirement.

ARTICLE 21

Duration of Agreement

This Agreement shall be effective as of September 1, 1990 and shall continue in effect until the 31st day of August, 1993. This Agreement shall not be extended orally nor reopened, unless mutually agreed upon by both parties in writing. Also, it is expressly understood that this Agreement shall expire on the date indicated above.

BESSEMER AREA SCHOOLS BOARD OF  
EDUCATION:

BESSEMER EDUCATION ASSOCIATION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

APPENDIX A  
 BESSEMER AREA SCHOOL DISTRICT  
 1990-91  
Staff Salary Schedule

Increment	(960)	(1028)	(1028)
	<u>BA</u>	<u>MA</u>	<u>MA+20</u>
1	18,154	19,065	19,565
2	19,114	20,093	20,593
3	20,074	21,121	21,621
4	21,034	22,149	22,649
5	21,994	23,177	23,677
6	22,954	24,205	24,705
7	23,914	25,233	25,733
8	24,874	26,261	26,761
9	25,834	27,289	27,789
10	26,794	28,317	28,817
11	27,754	29,345	29,845
12	28,714	30,373	30,873
13	29,674	31,401	31,901
14	30,634	32,429	32,929
20	31,419	33,214	33,714

APPENDIX A  
 BESSEMER AREA SCHOOL DISTRICT  
 1991-92  
Staff Salary Schedule

Increment	(1097)	(1097)	(1183)	(1183)
	<u>BA</u>	<u>BA+Cert</u>	<u>MA</u>	<u>MA+20</u>
1	19,152	19,652	20,257	21,057
2	20,249	20,749	21,440	22,240
3	21,346	21,846	22,623	23,423
4	22,443	22,943	23,806	24,606
5	23,540	24,040	24,989	25,789
6	24,637	25,137	26,172	26,972
7	25,734	26,234	27,355	28,155
8	26,831	27,331	28,538	29,338
9	27,928	28,428	29,721	30,521
10	29,025	29,525	30,904	31,704
11	30,122	30,622	32,087	32,887
12	31,219	31,719	33,270	34,070
13	32,316	32,816	34,453	35,253
20	33,366	33,866	35,503	36,304

APPENDIX A  
 BESSEMER AREA SCHOOL DISTRICT  
 1992-93  
Staff Salary Schedule

Increment	(1157)	(1157)	(1248)	(1248)
	<u>BA</u>	<u>BA+Cert</u>	<u>MA</u>	<u>MA+20</u>
1	20,205	20,733	21,371	22,215
2	21,362	21,890	22,619	23,463
3	22,519	23,047	23,867	24,711
4	23,676	24,204	25,115	25,959
5	24,833	25,361	26,363	27,207
6	25,990	26,518	27,611	28,455
7	27,147	27,675	28,859	29,703
8	28,304	28,832	30,107	30,951
9	29,461	29,989	31,355	32,199
10	30,618	31,146	32,603	33,447
11	31,775	32,303	33,851	34,695
12	32,932	33,460	35,099	35,943
13	34,089	34,617	36,347	37,191
20	35,183	35,711	37,442	38,287

APPENDIX B  
EXTRACURRICULAR  
1990-93

ATHLETIC

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Boys Varsity Basketball Coach	\$2,622	\$2,819	\$2,974
Varsity Football Coach	2,622	2,819	2,974
Football (Prior to opening of school) * *(per week) (3)	262	282	298
Boys Varsity Track Coach	1,398	1,503	1,586
Boys Junior Varsity Basketball	1,748	1,879	1,982
Junior Varsity Football	1,398	1,503	1,586
Boys Freshman Basketball	1,048	1,127	1,189
Girls Varsity Basketball **	2,622	2,819	2,974
Girls JV Basketball **	1,748	1,879	1,982
Girls Junior High Basketball	525	564	595
Girls Varsity Track **	1,398	1,503	1,586
Boys 7th and 8th Grade Basketball (Each)	525	564	595
Girls Volleyball	<u>1,398</u>	1,503	1,586
Jr. High Track Coach	700	753	794
Jr. High Football	525	564	595
** (to agree with Title IX)			

FINE ARTS

Band (after hours)	\$1,398	\$1,503	\$1,586
Choir (after hours)	1,048	1,127	1,189
Director Senior or Junior High Play	525	564	595
Thespian Club Sponsor	262	282	298
Summer Band Program (per week)	262	282	298

ACADEMICS

Counselor (2 weeks: 1 prior to and 1 at end of school year) (per week)	\$ 349	\$ 375	\$ 396
Driver Training Instructor (Average 380 hours)	11.83	12.72	13.42
Librarian (2 weeks: 1 prior to and 1 at end of school year) (per week)	349	375	396
Termination Pay	349	375	396

ADVISORS

Senior High Yearbook Advisor	873	938	990
Senior Class Advisor	525	564	595
Junior Class Advisor	437	470	496
Student Council Advisor	175	188	198
Cheerleader Advisor	349	375	396
High School Newspaper	262	282	298
Special Ed. Coordinator - NEW	500	538	568

INACTIVE

Debate Coach	Washington School Annual
Speech Coach	Washington School Library
Car Allowance	Noon Duty
Washington School Paper	Tennis Coach
Summer Baseball	



Extracurricular Activities:

These are not tenure positions and are yearly appointments. If there are no bargaining unit members qualified for the job, or if bargaining unit members who apply are not qualified for the job, the manner in which the position will be filled is at the sole discretion of the Board.

APPENDIX C  
BESSEMER AREA SCHOOLS  
1990-91 CALENDAR

August 27, Monday	Starting Date	5 days (Aug.)
September 3, Monday	Labor Day	19 days (Sept.)
October	No Holidays	23 days (Oct.)
November 15-16, Th. & Fri.	Deer Hunting Days	
November 22-23, Th. & Fri.	Thanksgiving Vacation	18 days (Nov.)
December 24 - Jan. 4	Christmas Vacation	15 days (Dec.)
January 7, Monday	Classes Resume	19 days (Jan.)
February 18, Monday	Presidents Day	19 days (Feb.)
March 29 - April 7	Easter Vacation	20 days (Mar.)
April 8, Monday	Classes Resume	17 days (April)
May 27, Monday	Memorial Day	22 days (May)
June 5, Wednesday	Last Day	<u>3 days</u> (June)

Total Days = 180 Days  
 =====

APPENDIX D

PROBATIONARY TEACHER CONTRACT

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, by and between the Board of Education of School District of Bessemer, County of Gogebic, State of Michigan (hereinafter termed the District), and \_\_\_\_\_ (hereinafter termed the Teacher).

WITNESSETH:

This individual contract is made pursuant to and subject to the terms and conditions of a master contract between the District and the Bessemer Education Association.

The District agrees to hire the Teacher for the school year 19\_\_ - 19\_\_, commencing \_\_\_\_\_, 19 \_\_\_\_, and terminating \_\_\_\_\_, 19 \_\_\_\_, and the Teacher agrees to serve the District as a Teacher for said period and for such other duties as may be listed below together with the compensation listed therefor.

The School District agrees that it will pay to said Teacher as compensation for the services rendered by him/her the sum of \_\_\_\_\_ dollars payable according to one of the following plans which the Teacher may elect:

\_\_\_\_\_ Annual salary payable in 20 biweekly installments

\_\_\_\_\_ Annual salary payable in 26 biweekly installments

No teacher employed in an administrative capacity or extra duty assignment shall be granted tenure in such capacity, but shall be granted tenure only as a classroom teacher. Failure of the Board of Education of the School District to re-employ the teacher in such capacity shall not be deemed a demotion within the provisions of the Michigan laws relating to tenure.

The teacher represents that he holds all certificates and other qualifications required by law for a teacher of the District.

Both parties agree to obey the provisions of the Tenure Act (P.A. No.4 of 1937, extra session, as amended) and the Public Employees Negotiation Act (Public Act 379 of 1965).

The teacher is herewith retained on a probationary basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended), said probationary period to be of (one) to (two) year(s) duration. Continuing Tenure is not herein afforded to the Teacher, but is specifically withheld pending satisfactory performance during the probationary period.

APPENDIX E

TENURE TEACHER CONTRACT

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, by and between the Board of Education of School District of Bessemer, County of Gogebic, State of Michigan (hereinafter termed the District), and \_\_\_\_\_ (hereinafter termed the Teacher).

WITNESSETH:

This individual contract is made pursuant to an subject to the terms and conditions of a mater contract between the District and the Bessemer Education Association.

The District agrees to hire the Teacher for the school year 19 \_\_-19\_\_, commencing \_\_\_\_\_, 19 \_\_\_\_, and terminating \_\_\_\_\_, 19 \_\_\_\_, and the Teacher agrees to serve the District as a Teacher for said period and for such other duties as may be listed below together with the compensation listed therefor.

The School District agrees that it will pay to said Teacher as compensation for the services rendered by him/her the sum of \_\_\_\_\_ dollars, payable according to one of the following plans which the Teacher may elect:

\_\_\_\_\_ Annual salary payable in 20 biweekly installments

\_\_\_\_\_ Annual salary payable in 26 biweekly installments

No teacher employed in an administrative capacity or extra duty assignment shall be granted tenure in such capacity, but shall be granted tenure only as a classroom teacher. Failure of the Board of Education of the School District to re-employ the teacher in such capacity shall not be deemed a demotion within the provisions of the Michigan laws relating to tenure.

The teacher represents that he holds all certificates and other qualifications required by law for a teacher of the District.

Both parties agree to obey the provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended) and the Public Employees Negotiation Act (Public Act 379 of 1965).

The Teacher agrees that this is a contract for personal service which may not be assigned or transferred by the Teacher.