

MASTER AGREEMENT

BETWEEN

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

and the

BEAL CITY EDUCATION ASSOCIATION

July 2025 - June 2028

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ARTICLE 1
RECOGNITION

- A. The Board of Education of the Beal City Public Schools (the “Board”) recognizes the Beal City Education Association (the “BCEA” or “Association”) as the sole and exclusive bargaining representative for all certified professional personnel, including but not limited to teachers, social workers, counselors, and speech pathologists if hired by the district, whether under contract, on leave, or a per-diem hourly or class rate basis, employed by the Board. Such representation shall cover all personnel assigned to newly-created professional positions unless such positions are principally supervisory and administrative. Any newly-hired professional personnel for teaching duties in the Alternative Education program will be members of the BCEA bargaining unit. Such representation shall exclude substitutes and teacher aides, superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, any other person engaged at least 50% of the time in the direct administration, and supervision of professional personnel, third-party contracted employees, and all other employees.
- B. The term “teacher” when used in this Agreement shall refer to all professional personnel, as defined in article 1A, represented by the Association in the bargaining or negotiating unit as above defined.

ARTICLE 2
DISTRICT RIGHTS

A. The District retains all rights, powers and authority vested in it by the laws and Constitutions of Michigan and the United States. All Board policies, Board minutes, or powers which have been properly exercised by the Board, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board including, but not limited to, the adoption of related policies, rules, regulations, and practices, and the connected use of judgment and discretion. Any additions, subtractions or revisions to Board policy shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. The Board also 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 are limited but only as specifically limited by express provisions of this Agreement and the Michigan Public Employment Relations Act, as amended; and then, only to the extent the limitation conforms with Michigan and federal law. Rights reserved exclusively by the District which are exercised exclusively by the District without prior negotiations with the Association either as to the taking of such action under such rights or as 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, equipment, and operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine starting times and establish, modify, or change any work or business hours or days but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, determine the size of the work force and to lay off employees.
4. The Board, through its agents, will determine the curriculum.
5. 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 or related changes, the instruction of new and/or improved methods or related changes.

6. Adopt reasonable rules and regulations.
 7. Determine the qualifications of employees.
 8. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, or related divisions or subdivisions, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 9. Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies.
 10. Determine the financial and educational policies, including all accounting procedures, and all matters pertaining to public relations.
 11. 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 stated in this Agreement.
 12. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based on lawful criteria.
 13. To make reasonable provisions for the health, safety, and first aid of its employees during hours of employment.
 14. Nothing in this Agreement in any way shall prevent or limit the Board from participating in cooperative educational programs with any entity, when mutually agreed upon by the BCEA and administration and in agreement with student handbook, on a student by student basis, with the exception of a provider for credit recovery. The Board will make every effort to first utilize Beal City Public School staff.
- B. If an emergency manager is appointed under the Local Financial Stability and Choice Act, MCL 141.541 et seq., the emergency manager may reject, modify, or terminate this Agreement as provided in that Act.

ARTICLE 3
PROFESSIONAL GRIEVANCE PROCEDURE (SCHEDULE D)

A. Definitions:

1. A "grievance" is a claim based on an alleged violation of this Agreement. The Association agrees that the following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - a. Any matter dealing with the rights of tenure teachers pursuant to the Michigan Teachers' Tenure Act, which is within the jurisdiction of the State Tenure Commission for appeal and/or requiring a hearing before the Board of Education.
 - b. The termination of services of or failure to re-employ any teacher to a position on the extra-duty schedule.
 - c. The termination of services or failure to reemploy any probationary teacher.
 - d. Any matter that is a prohibited or illegal subject of bargaining.
 - e. A written grievance shall:
 - i. Be signed by the grievant(s) or the Association;
 - ii. Be specific;
 - iii. Contain a synopsis of the facts;
 - iv. Cite to the section(s) or subsection(s) of this Agreement alleged to have been violated
 - v. Contain the date of the alleged violation; and
 - vi. Specify the relief requested.
2. All written grievances not in accordance with the above requirements will be rejected as improper. Such a rejection shall not extend the time limitations set forth in this Article.
3. An "aggrieved" person is the person(s) making this claim.
4. A "party in interest" is the person(s) making this claim and any person(s) who might be required to take action, or against whom action might be taken to resolve the claim.
5. The term "school days" is defined as days when school is in session during the academic year or when the business office is open.

- B. The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to grievance. These proceedings will be kept informal and

confidential when appropriate at all levels of the procedure. Failure of the Association to appeal a decision at any step within the specified time limits shall be deemed an acceptance of the decision at that Step and the grievance shall be considered withdrawn. Failure of the District to issue a written disposition at any Step advances the grievance to the next level.

C. Procedure:

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

The grievant alleging the violation shall within ten (10) school days of the alleged occurrence, submit in writing the charge to the Building Principal.
3. The grievant may invoke the formal grievance procedure on the form set forth in attached 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 ten (10) 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 ten (10) school days of such meeting and shall furnish a copy to the Association and the aggrieved.
5. If the Association is not satisfied with the disposition of the grievance or if no disposition has been received within ten (10) school days of such meeting the grievance shall be transmitted to the Superintendent within ten (10) school days of such meeting. Within ten (10) school days, the Superintendent or designee shall meet with the Association on the grievance. The Superintendent or designee shall indicate his/her response to the grievance in writing within ten (10) school days of such meeting by furnishing a copy to the Association.
6. If the Association is not satisfied with the disposition of the Superintendent or if no disposition has been received within ten (10) school days of such meeting (or

ten (10) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy with the Secretary or other Board designee within ten (10) school days from the Superintendent's disposition or within ten (10) school days of the meeting with the Superintendent. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, 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 ten (10) school days after. A copy of such disposition shall be furnished to the Association and the aggrieved.

7. Within ten (10) days of receipt of the Board's decision, the parties shall submit to non-binding mediation before a MERC mediator. If the matter is resolved in mediation, the resolution shall be reduced to writing and the grievance will be resolved. If the Association is not satisfied with the mediation process or the matter is not resolved in mediation, the grievance may within ten (10) school days of the date of the Board's disposition be submitted to arbitration. The parties shall have twenty (20) school days from the date of the Board's disposition to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, within that time limit, the Association must file a Demand for Arbitration with the American Arbitration Association within thirty (30) school days of the date of the Board's disposition. If that occurs, the arbitrator shall be selected by the American Arbitration Association according to its rules, which shall likewise govern the arbitration proceedings.

The arbitrator will confer with the parties and hold hearings promptly, or, if hearings have been waived, then from that date all proof and information has been submitted to him/her and will issue his/her decision not later than thirty (30) school days from the date of the close of the same.

- a. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue submitted.
- b. 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.
- c. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.
- d. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a

ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

- e. The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date and shall deduct for such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time period.
- f. The Arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
- g. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
- h. Both parties shall be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- i. Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.
- j. The arbitrator shall have no power to establish salary schedules, but he/she may place a teacher on the correct step of the salary schedule.
- k. The arbitrator shall have no power to change any practice, policy, or rule of the District, nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule, or any action taken by the District.
- l. The arbitrator shall have no power to decide any question, which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall so construe the Agreement to not interfere with such responsibilities, except as they may be specifically conditioned by this Agreement.

8. The fees and expenses of the arbitration shall be shared equally by the parties. If one party fails to appear or show at the arbitration, that party will be responsible for all expenses incurred unless it has notified the other party in advance that it does not intend to appear because the grievance is not arbitrable.
9. The time limits of this article shall be strictly followed, but may be extended by written agreement of both parties. If 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 that grievance before the end of the school year or as soon thereafter as possible.
10. No reprisal of any kind will be taken by either party or by any member of the administration against any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.
11. The aggrieved and a BCEA officer or designated assignee, who may be involved in the grievance procedure during the workday shall be excused with pay for that purpose.

D. Miscellaneous:

1. All documents, communications, and records addressing 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 violation of his/her rights under this Agreement will be pursuant to the grievance procedure; provided, however, this provision does not deprive any teacher of any legal right which he/she presently has, provided that a teacher who selects to pursue any legal or statutory remedy is barred from any further or subsequent proceeding for relief 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 students in all phases of the grievance procedure.

6. Disputes within the jurisdiction of the State Tenure Commission, Michigan Employment Relations Commission, and Michigan Department of Civil Rights shall not be subject to the arbitration level of the grievance procedure. If there is a disagreement about whether a dispute is within the jurisdiction of any of these agencies, this dispute shall be deemed to be a threshold issue to be decided by the arbitrator subject to judicial review.

ARTICLE 4
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 agrees that its officers, representatives, members, and nonmembers shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slow down, work stoppage, boycott, picket, or other interruption of activities in the District. Failure or refusal on the part of any teacher to comply with this Article shall be cause for whatever disciplinary action deemed necessary by the Board.

ARTICLE 5

TEACHER RESPONSIBILITIES

- A. Each teacher employed by the District shall fulfill all requirements set forth by the Michigan Department of Education. These responsibilities shall include certification, curriculum, working towards development of performance objectives as required by law, time requirements, and all other guidelines set forth by the Department of Education. Teachers are encouraged to take college credit courses in an effort to keep up with the latest trends.
- B. The arriving and leaving times for all teachers will be 7:50 a.m. and 3:05 p.m. On Fridays and days before holidays, teachers may leave as soon as buses leave after assisting with safe and orderly dismissal of students. Special permission may be at the discretion of the Principal.
- C. A teacher may consent to teach a class immediately before (zero period) or after (period 8) the regular school day as part of his/her full-time load. The teacher must sign a letter of consent stating one of the following:
 - a. For a zero period, the teacher's school day begins one (1) class period before the start of the regular school day and ends one (1) class period before the end of the regular school day;
 - OR
 - b. For period 8, the teacher's school day begins one (1) class period later than the start of the regular school day and ends one (1) period after the end of the regular school day.
 - OR
 - c. If the teacher's school day must span the regular day and a zero or 8th period is added to that day, one (1) of the two (2) resulting non-instructional periods during the day shall be the teacher's preparation period and the other non-instructional period shall be the teacher's own duty-free personal time.
 - d. In every case, teaching during a zero period or 8th period is strictly voluntary. Every attempt will be made to offer the zero hour teacher duty free prep either the first or last hour of the day, or in conjunction with duty free lunch.
- D. Teachers can be required to attend meetings called by the school principal on one day each month. Teachers may make a request to the principal to have appropriate educationally related items on the agenda. Such meetings shall not last more than two (2)

hours and may be held before the beginning of the students' day or at the end of the students' day. However, if the meeting is to exceed one (1) hour, the meeting must be scheduled at the end of the school day. The schedule of meetings shall be distributed at the beginning of the school year. If a meeting is rescheduled, teachers who have previous medical or legal commitments (or other commitments approved by the superintendent) shall not be required to attend and the time shall not be charged against any of the teacher's leave.

- E. Teachers are required to be in their positions of responsibility at 7:50 a.m.
- F. Teachers should be in all other classes at the beginning of the class period.
- G. The teacher is urged to establish good parent, student, and teacher relationships. It is suggested that personal conferences, telephone calls, letters, and electronic communications be used.
- H. Every attempt will be made to schedule Individualized Education Program Team (IEP Team) meetings within the school day. If the IEP Team is scheduled before school with administrative notification and approval or it runs beyond the contractual day, teachers will be paid \$30 per hour for their work beyond the regular day.
- I. Teachers will earn (9) hours of Compensatory hours for fulfilling the following requirements:
 - 1. Fall back to school open house
 - 2. Two parent teacher conferences
- b. If the teacher is unable to attend a fall or spring evening parent / teacher conference due to school-related absences, illness, death in the family, continuing education/professional development, or an exception at the discretion of the Superintendent, the conference time will be made up. The teacher will be allowed to fulfill this obligation within a time frame mutually agreed on by both the principal and the teacher. The principal shall provide a list of parental contacts to be made by the teacher. Contacts may include, but are not limited to, any of the following: face-to-face meeting, phone conference, email or other written correspondence. The teacher will provide the principal with documentation of contacts and attempted contacts. If a teacher is not able to attend the fall back-to-school open house they will not earn that (1) one hour of Compensatory time.
- c. If the teacher does not provide the documentation on a parent-teacher communication log, (3) three hours of compensatory time will be deducted for the first or second evening conference that was missed and not made up. If a teacher has used the parent/teacher conference compensatory day before the second conference and fails to make up the conferences as described above, the (3) three

hours that were used but not earned shall be deducted first from any earned comp time, then from available personal time. If the teacher has neither earned comp time nor personal time available, one-half (1/2) the current daily substitute pay rate shall be deducted from the teacher's pay.

- d. Teachers are required to attend and encouraged to walk at Graduation. Once the teachers have walked in they will be encouraged, but not required, to sit together as a staff in designated seating. Staff will be encouraged to exit together at the end of the ceremony.
 - e. On the student half day, built into the calendar preceeding spring break, teachers will be dismissed with the students. If a teacher cannot attend Graduation, they must have preapproval from administration and they must work the afternoon preceding spring break or use (2) two hours leave time.
- J. Scheduled days of student instruction which are not held because of inclement weather conditions, fire, or other epidemics or health conditions will be rescheduled to ensure that the District will not incur a loss of state aid. Teachers will receive their regular pay for days that are cancelled, but shall work on the rescheduled days for no additional compensation, up to 183 contract days.

ARTICLE 6
SALARIES & BENEFITS (SCHEDULE A)

A. Compensation

1. Each teacher shall have the option of receiving pay on either twenty (20)/twenty-one (21) pay periods or the twenty-six (26)/twenty-seven (27) pay period basis. In years with twenty-seven (27) or twenty-one (21) pays, the Superintendent or designee will notify the Association President, at the end of the previous school year when the 409a election forms are distributed.
2. At the start of a new school year, teachers will be paid on every other Friday, starting the first or second Friday of the contract school year, based on the twenty-six (26) or twenty-seven (27) pay period schedule. The teacher's salary will be paid over the contract period, only pro-rated for mid-year hires.
3. Paychecks shall be electronically transferred to the banking institute of the employee's choice, so the funds will be deposited into the employee's bank account by Friday morning.
4. No fully certified teacher will be placed on a higher salary step than allowed by this Agreement. Teachers who return to the district after a break in service of one year or more (excluding approved leaves of absence or layoffs) may be reinstated at their former step or up to two steps higher at the Superintendent's discretion.

New hires will be placed on Schedule A based solely on actual years of certified teaching service shown on their ORS statement—purchased years and time spent in non-teaching roles do not count, nor do any years earned before certification.

As a one-time, board-approved exception, any teacher employed by Beal City Public Schools during the 2024–2025 school year may also receive credit for certified teaching experience at charter and private schools upon submission of appropriate service documentation. Teachers with 0 to .4999 years of service on the ORS statement will be rounded down and teachers with .5 to .9999 years of service will be rounded up to the next full year of service.

5. Teachers who are assigned to teach split/combo grades shall receive the additional compensation according to the following: one-sixth (1/6) of BA0 salary.

6. Part-time secondary teachers shall be paid one-third (1/3) for a full block teaching load and/or one-sixth (1/6) for a one-half (1/2) block for every class taught. When curriculum is delivered at the secondary level in a seven-period format, part-time secondary teachers shall be paid one-sixth (1/6) of a full time salary for every class taught. They are still required to fulfill prep time pro-rated to the fraction (as listed above) of the day that they teach.
7. Teachers who have work schedules that obligate them to work beyond the teacher work days set forth in the Schedule C Calendar shall be compensated at their own per diem rate based on a seven (7) hour day. Per Diem rate shall be defined as the teacher's annual Schedule A salary under this Agreement including the level of retention, divided by the number of teacher work days as set forth in the Schedule C Calendar.

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

8. Other than the wages and benefits identified in this Agreement, there shall be no material increase in wages or benefits unless ratified by both parties. No lanes or steps or benefit increases will be allowed after this Agreement has expired unless expressly ratified by both parties.

B. Retention Schedule – Years of continuous service to Beal City Public Schools

Years of Service	Amount of Pay
0 – 4	\$0.00
5 – 9	\$200.00
10 – 12	\$400.00
13 – 15	\$600.00
16 – 18	\$800.00
19 – 21	\$1,000.00
22 – 24	\$1,200.00
25 – 27	\$1,400.00
28 – 30	\$1,600.00
30 +	\$1,800.00

C. Employee Benefits

The Publicly Funded Health Insurance Contribution Act, PA 152 of 2011, which limits the District's insurance contributions to the statutory hard cap or the 80/20 percentage. See MCL 15.564. An employee shall pay any cost that exceeds this limit, which amount shall be deducted from the employee's compensation as permitted by Section 6 of the Act. See MCL 15.566. The "Health Insurance Cap" shall adjust at the beginning of each Medical Benefit Plan Coverage Year to the maximum hard-cap amount dictated by the Department of Treasury pursuant to the Publicly Funded Health Benefits Act. Effective January 1, 2025, the Board's contribution to the Employee's medical benefit plan costs shall be no less than \$7,718.26 for employees with single person coverage, \$16,141.28 for employees with two-person coverage, or \$21,049.85 for employees with family coverage. Effective January 1, 2026, the Board's contribution to the employee's medical benefit plan costs shall be no less than \$7,942.09 for employees with single person coverage, \$16,609.38 for employees with two-person coverage, or \$21,660.30 for employees with family coverage. Effective January 1, 2027, the Board's contribution to the employee's medical benefit plan costs shall be no less than the hard cap numbers identified by the Michigan Department of Treasury for employees with single person coverage, employees with the two-person coverage and employees with family coverage. If PA 152 is amended during the contract term or no hard caps exist, the District's contribution towards insurance costs will not exceed 4% over the previous year's contribution.

Non-health Insurance Products – If chosen, the Board shall provide vision, dental, AD&D, life, and LTD insurance coverage in the following amounts:

80% of the premiums for Vision and Dental

100% of the premiums for AD&D, Life, and LTD

The plan(s) chosen shall be:

PAK A:

MESSA CHOICES II

The drug card shall be the \$2/\$10/\$20/\$40 Rx card

\$10/\$25/\$50 Copay Office Visit/Urgent Care/Emergency Room

\$300/\$600 Deductible

Long Term Disability 66 2/3%

\$2,500 maximum monthly benefit

90 Calendar Days-Modified Fill

Maternity Coverage

Freeze on Offsets

Alcohol/Drug – Same as any other illness

Mental/Nervous Waiver- Same as any other illness

Negotiated Life - \$10,000 with AD&D

Vision – VSP-2 SILVER

Dental-Classes I, II, III: 100/80/80%; \$1500 yearly max
Class IV (orthodontics): 80%; \$2000 lifetime max

Plan year: January 1 through December 31

PAK B: (For employees not electing health insurance)
Long Term Disability – Same as above

Negotiated Life - \$15,000 with AD&D

Vision – VSP-2 SILVER

Dental-Classes I, II, III: 100/80/80%; \$1500 yearly max
Class IV (orthodontics): 80%; \$2000 lifetime max

Plan year: January 1 through December 31

PAK C MESSA ABC 1:

ABC deductible will be set by MESSA plan document yearly
\$2/\$10/\$20/\$40 Saver Rx card after deductible met

Long Term Disability 66 2/3%
\$2,500 maximum monthly benefit

90 Calendar Days-Modified Fill

Maternity Coverage

Freeze on Offsets

Alcohol/Drug – Same as any other illness

Mental/Nervous Waiver-Same as any other illness

Negotiated Life - \$10,000 with AD&D

Vision – VSP-2 SILVER

Dental-Classes I, II, III: 100/80/80%; \$1500 yearly max
Class IV (orthodontics): 80%; \$2000 lifetime max

Plan year: January 1 through December 31

1. To the extent allowed by law, the Health Insurance Cap shall first be applied to Board mandated reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any other payment required to be accounted for pursuant to the Publicly

Funded Health Benefits Act, MCL 15.561 et seq., then second to premium payments; however, premium payments shall not drop below the level necessary to comply with the Patient Protection and Affordable Care Act, (PPACA). If premium payments drop below the level necessary to comply with the ACA, Board funded contributions to all other items shall be reduced in an amount necessary to allow premium payments to comply with the ACA, but not to exceed the Health Insurance Cap when combined with all other Board-funded health insurance items.

2. The plan(s) listed above, shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA), the IRS Code, State and Federal law, and the Publicly Funded Health Benefits Act, MCL 15.561 et seq.; including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board, after consultation with the Association, is specifically authorized to make any adjustments to this Article necessary to fully comply with the, Publicly Funded Health Benefits Act, MCL 15.561 et seq., including to avoid any penalties, taxes, or other liabilities chargeable to the Board. Any adjustment shall be the minimal necessary to comply with the law and shall be subject to the grievance procedure to determine whether the board made the minimum necessary change to comply with the law.
3. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted (which shall be deducted monthly throughout the year (payable bi-weekly)) or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month before the date at which the payment becomes due. Failure of an employee to pay his/her portion of the costs shall alleviate the Board of any duty to pay insurance contributions, for that month.
4. Employees who have access to another employee's Board-funded insurance shall not be eligible for separate Board-provided health insurance, but may instead elect cash-in-lieu benefits plus PAK B (80% Board funded contribution towards dental and vision insurance products and 100% Board-funded contribution toward AD&D, life, and LTD). Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's Board-funded insurance, but have dependents of their own. Those individuals may take separate Board

funded insurance. During open enrollment an employee electing health care coverage will sign a statement that he/she is complying with this paragraph.

5. Unless otherwise noted within this Agreement, or as required by law or regulation (including the FMLA), employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days unless the employee: (1) works at least one (1) day during the month; and, (2) the reason for the unpaid day is directly related to an illness or injury which would otherwise qualify as an FMLA or ADA qualifying event.
6. Employees who are eligible for Board paid insurance contributions under this Article may instead elect to receive cash-in-lieu of health benefits (less applicable taxes) plus PAK B (80% Board-funded contribution towards dental and vision insurance products and 100% Board-funded contribution toward AD&D, life, and LTD) on the conditions that: (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The cash-in-lieu payment shall be Three Hundred Dollars (\$300) per eligible month. The Employee may direct all or a portion of the above amount to a tax-deferred annuity approved by the Board through a separate written voluntary and elective contribution, as allowed by law or regulation. The tax-deferred annuities approved by the Board shall include an MEA Financial product to the extent allowed by law, so long as there is no additional cost to the District.
7. Employees have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within thirty-one (31) days of any termination of their employment status.
8. To the extent permitted by law or regulation (including the FMLA), and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or by law or regulation, or if the Employee completes the full school year of service to the Board, at which time the Employee shall receive insurance coverage in July and August so long as the Employee pays their portion of the costs.

9. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, VEBA or third-party administrator shall be controlling as to all matters about benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all employee forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual until that form is completed. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability as to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it, or to properly prepare forms it is obligated to prepare for insurance election/coverage purposes.
10. Changes in family status shall be reported by the employee to the Board within thirty (30) days of such change. The employee shall be responsible for any overpayments made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.
11. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1st day of eligible employment. Those employees opting to take cash-in-lieu or who are excluded pursuant to Subsection 6 shall not be eligible for separate Board-paid health insurance contributions, but must participate in all other insurance products if full unit participation is required by the insurance carrier, and must pay any additional amounts above the Board contribution toward non-health insurance products. An Employee shall be eligible for Board-paid insurance contributions (up to the maximum amounts allowed in this article) or cash-in-lieu if the employee is employed on a full-time basis as defined by the PPACA (currently thirty (30) hours per week). Those working less than thirty (30) hours per week shall be offered pro-rated insurance benefits based on their percent of the full-time work schedule.
12. Requests for payments of expenses, salary, etc. shall be submitted for reimbursement, with bills provided, before June 30th of the school year ending. Any requests for reimbursements after June 30th, for expenses incurred in the recently completed school year will not be reimbursed due to the lateness of the request for reimbursement.

13. Any requests for teacher reimbursement of expenses must receive verbal approval from their immediate supervisor before incurring the actual expense occurring.
14. The expenses a teacher incurs when using a personal vehicle for school business must be approved in advance and in writing, to receive reimbursement. The rate of reimbursement shall be limited to the IRS rate.

ARTICLE 7
EXTRA DUTY ASSIGNMENTS (SCHEDULE B)

- A. Extra-duty assignments will not be considered to be official nor will an employee be eligible for extra duty pay until and unless a rate is established by the board and BCEA and a contract is entered into between the employee and the Board. There shall be no deviation from the Schedule B rates when teachers are employed in extra-duty assignments.
- B. If 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 on the rate of compensation.
- C. The Board and the Association understand the importance of professional development for teachers and its impact on student achievement. Teachers through continuous education and training become experts in their respective disciplines, and therefore can best meet the professional needs and interests of their colleagues.

Teachers who provide professional development or who facilitate a meeting relevant to the professional growth of teachers shall receive a flat fee of forty dollars (\$40) for facilitating one (1) hour of a staff meeting or sixty dollars (\$60) for facilitating a two (2) hour staff meeting.

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

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

- D. The following provisions shall apply to Schedule B positions.
 - 1. If a non-bargaining unit member is awarded a Schedule B position, the position shall be posted when the non-bargaining unit member resigns or is terminated.

2. Teachers shall receive the following amounts for each consecutive year of experience coaching in that identical sport in the Beal City Public Schools:

<u>Years of Experience</u>	<u>Amount</u>
4	\$100
5	\$200
6	\$300
7	\$400
8	\$500
9	\$600
10	\$700
11 or more	\$800

3. Teachers shall receive the following amounts for each consecutive year of experience as a teacher/sponsor/advisor in that identical activity/club/class in the Beal City Public Schools:

<u>Years of Experience</u>	<u>Amount</u>
3-4	\$50
5 or more	\$100

4. Teachers currently receiving these amount(s) shall continue to receive and accrue experience credit and appropriate amount(s) until such time as they resign from the position.
5. Schedule B athletic positions shall be yearly appointments based upon the determination of the Athletic Director, with no guarantee of re-appointment to the position from one year to the next.
- a. Non athletic schedule B positions will be reoccurring unless written resignation from the staff member is provided. Or unless the building principal provides the staff member with notice with justifiable reason of non renewal by April 30 of the current school year.
6. Coaches will be compensated if the season is cancelled prior to the beginning of the season due to a pandemic, government shutdown, or local health emergency, provided the coach presents information of significant planning or startup activities in preparation for the season. The percentage of compensation will be determined by the District. The percentage of compensation will be discussed between the Association and the District.

ARTICLE 8
TEACHING MATERIALS

- A. The District shall be obligated to provide sufficient basic textbooks to ensure that each student in a classroom has textbooks for his/her own use before the start of the school year. Teachers may, and are encouraged to, write grants to supplement resources but are not required to do so to receive the necessary materials, textbooks, and resources for his/her classroom which are provided by the District or in the case of textbooks approved by the Board.
- B. Before the ordering or purchasing of supplies and goods using grant funds, both the teacher who authored the grant to obtain funds and the Chief Financial Officer of Beal City Public Schools must approve the expenditure or purchase order, as it aligns with the approved purpose of the grant.
- C. Curriculum Resources
- The Board recognizes the importance of teacher involvement in the alignment, review, and selection of curriculum resources to meet the standards within that curriculum.
 - The district teaching staff shall meet as directed by administration as departmental/grade level teams twice a year with dates to be determined by the Beal City Public Schools calendar. The agenda should include focus areas of professional learning, coaching, and data collection, analysis, and use.
- D. 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 thirty (30) days before the beginning date of school; order forms will be distributed to the faculty thirty (30) days or earlier preceding the end of the school year.
- E. The District recognizes that textbooks alone are not sufficient in the classroom and also guarantee each teacher sufficient materials to:
- visualize subject being taught
 - provide proper testing
 - grade and record student progress

- F. 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.
- G. All teachers will practice conservation of materials during the school year.
- H. Teachers will only order enough materials during the school year to enable them to perform their teaching duties. An effort should be made to do most or all of the ordering before school starts in the fall.
- I. If a teacher's request for materials and/or supplies is turned down by the Administration, that teacher may appear before the District School Improvement Team to present the need for the material and/or supplies. The decision of the District School Improvement Team will be final.
- J. Each teacher shall be issued a key to each building and room, office space, etc. to which they are assigned. At the end of the school year, keys shall be inventoried. Teachers may sign out keys for the summer months.

ARTICLE 9
NON-TEACHING DUTIES

- A. The District and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be used to this end.
- B. Teachers will be assisted and/or, where appropriate, relieved by the utilization of techniques, such as use of non-teaching personnel, in performing non-teaching and administrative duties, such as the following:
 - 1. Recording grades on permanent files, and the like.
 - 2. 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. Any teacher who is responsible for an activity after school hours must be present for the entire activity. After the custodian has left, the teacher must ensure that the lights are off and the doors are locked in school building areas they used.

ARTICLE 10

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 instill an appreciation for the values of individuality and a love of learning. It is recognized that these democratic values can be transmitted in an atmosphere where censorship and artificial restraints may be placed upon teaching, inquiry and learning. Academic freedom, creativity and appropriate lesson planning by teachers is encouraged to inspire critical thinking, decision making, and problem-solving.
- B. Freedom of individual expression will be encouraged, and procedures will be developed to safeguard the legitimate interest of the school's and our democratic society.
- C. Staff will work within their departments and grade level teams to identify controversial topics and materials and seek approval from the building principal to develop curriculum consistent with State, and community standards and ensure freedom of individual expression.
- D. The Association and its teachers will 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 11
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 (1) teaching desk and chair which will not be shared by other teachers.
3. Each teacher will have assigned one (1) room which they may call their home room in which they will have a teacher's desk and room to store their materials.
4. An appropriately furnished room to be used as a faculty lounge. This lounge will be in addition to any teacher work area. No teacher will be required or requested to use this area as a work area. No students will be permitted entry into the faculty lounge.

B. Teachers shall cooperate in good housekeeping policies in the above facilities at all times.

C. Anything that needs repair should be reported using the work order system. Proper action will be taken if at all possible.

D. The Association may use the school district facilities for Association business in accordance with Board policy with prior submittal of the Facilities Use form, and the written approval of the Superintendent or his/her designee.

ARTICLE 12 TEACHER DISCIPLINE

A. Teachers may be disciplined for reasons that are not arbitrary and capricious. The District reserves the right to apply disciplinary measures consistent with the severity of the infraction as prescribed by the board policies and administrative guidelines. The Board agrees to implement the concept of progressive discipline for disciplinary actions.

B. Progressive Discipline:

A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any discipline on any employee of the bargaining unit and placed in their personnel file:

1. Oral warning, with notification the oral warning was issued, then
2. Written warning and an IDP implemented, then
3. Written reprimand, then
4. One-day suspension without pay, then
5. Three days suspension without pay, then
6. Discharge

Once a resolution has been made to a progressive discipline incident and letter of resolution issued and placed in their personnel file, this incident will be considered closed.

If another discipline instance arises, the process starts at step 1 for the new issue.

Infractions will be considered closed at the end of each school year for any oral warnings. A letter of resolution can be requested by the teacher or Association for any written warnings or written reprimand. At the discretion of the building administrator a letter of resolution may be issued upon request or delayed until the IDP is successfully completed.

If another instance arises of the same nature as a previous infraction, steps may be skipped at the discretion of the building administrator.

The specific grounds for disciplinary action will be presented in writing to the teacher and the Association no later than the time discipline is imposed.

Bargaining unit members may request Association representation at any step of the progressive discipline process.

C. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

ARTICLE 13
PERSONNEL FILE

- A. Each teacher shall have the right upon request to review the contents of his/her personnel file. The review shall be made in the presence of the administrator responsible for the safe-keeping of those files.
- B. Privileged information such as confidential credentials and related personnel references normally sought at the time of employment are specifically exempted from review.
- C. The teacher will be notified of any material placed in their personnel file, according to Bullard-Plawecki Employee Right to Know Act, PA 379 of 1978. The teacher may submit a written notation regarding any material contained in the personnel file and the same shall be attached to the file copy of the material in question as allowed pursuant to the Bullard-Plawecki Employee Right to Know Act. If the teacher is asked to sign material placed in his/her file, that signature shall be understood to indicate his/her awareness of the material but in no instance will that signature be interpreted to mean agreement with the content of the material.
- D. Any complaint, excluding those which implicate discipline or discharge about a teacher by a parent, student, administrator or other person will be called to the attention of the teacher within ten (10) school days, unless that notice would interfere with the investigation of the complaint.

ARTICLE 14
SUBSTITUTES FOR TEACHERS

- A. The following procedures shall be followed by teachers who are in need of substitute teachers:
1. Teachers shall notify the principal or designee by 6:30 a.m. of the day of the absence. The teacher shall state the reason for the absence.
 2. The building principal or designee will be responsible for securing the substitute teacher so long as the teacher reports the absence according to current District protocols.
 3. If it is impossible to secure a substitute, teachers with time available will be asked to teach at a rate of thirty dollars (\$30) per hour. Time will be calculated to the nearest five (5) minutes based on time worked, not start and stop time.
 4. In no case will any class be left unsupervised when the regular teacher is off the school grounds.
- B. Teachers will have written lesson plans on their desks by the start of school on any day that they are unable to work. These lesson plans will be sufficient in detail so that a substitute teacher will be able to carry on classroom activities appropriate for the scheduled class.

ARTICLE 15
TEACHER WORK LOAD

- A. The secondary school day can consist of six (6) class periods, none of which will be longer than fifty-six (56) minutes nor shorter than forty (40) minutes, or a school day can consist of full block classes, none of which will be longer than eighty-eight (88) minutes nor shorter than seventy-nine (79) minutes and half-block classes, none of which will be longer than forty-five (45) minutes nor shorter than forty-four (44) minutes. A full-time teacher's total instructional time may range from a maximum of two hundred seventy (270) minutes to a minimum of two hundred fifty-nine (259) minutes. The secondary school day may also consist of seven (7) class periods, none of which will be longer than fifty-six (56) minutes nor shorter than fifty (50) minutes. In the seven (7)-period format, a full-time teacher's total instructional time may range from a maximum of three hundred twelve (312) minutes to a minimum of three hundred (300) minutes. The elementary teacher's preparation time when the specialized teachers are in the classroom shall continue to be equivalent to no less than the current two (2) hours every seven (7) school days.

The times above may change for the following reasons:

1. Scheduled class meetings and/or club meetings.
 2. Scheduled assemblies.
 3. Scheduled home room meetings.
 4. Scheduled exams
- B. Teachers shall have a duty-free lunch period of at least thirty (30) minutes.
- C. The following teachers will have, in addition to their lunch period, a preparation period during which they will not be assigned to other duties as follows:
1. Elementary teachers--when the students are with specialized teacher such as music, art, library, physical education, etc., the homeroom teacher need not be present. The teacher is not free to leave the room while the teacher aide is in the room. The 45-minute lunch time shall be duty-free. A nineteen (19) minute afternoon recess will take place ninety (90) of the one hundred eighty (180) student calendar days each year. During the ninety (90) days that recess is taking place, each elementary teacher's preparation time will be 385 minutes per week unless they are on assigned recess duty. Elementary teachers who supervise recess will earn thirty dollars (\$30) per hour. During the ninety (90) days that recess is replaced with direct instruction, each elementary teacher's preparation time will be two hundred ninety (290) minutes per week. The ninety (90) days of direct

instruction in lieu of afternoon recess will occur during winter months. The negotiated calendar will determine the dates that recess will occur. If direct instruction in lieu of recess begins/ends during the week (not on Monday/Friday) the elementary preparation time for that week will be adjusted accordingly.

2. The secondary teachers will have the right to one (1) preparation period per day which is equal in length to one (1) full block class or two (2) half-block classes. For a seven-period day, the secondary teachers will have the right to one (1) preparation period per day which is equal in length to one class.

Exceptions to C1, C2: the Board, under certain circumstances, may offer an experienced teacher an extra class period. In exchange for this extra class period, one fifth (1/5) of the teacher's present teaching salary will be paid to the accepting teacher. For the block schedule a teacher teaching a full block class will be paid one third (1/3) of the teacher's current salary. A teacher teaching a half (1/2) block class will be paid one sixth (1/6) of the teacher's current salary. For the seven (7)-period day, a teacher will be paid one sixth (1/6) of the teacher's current salary for the additional class.

- D. The District will pay teachers thirty dollars (\$30) per hour for their work on school improvement and curriculum committees and beyond the regular school day, with administration notification and preapproval.
- E. Secondary teachers (6-12) shall be assigned no more than four (4) preparations. By way of example but not limitation, Algebra 1 is a distinct, separate prep from Algebra 2; 7th grade English is a distinct, separate prep from 8th grade English.

If the administration is considering the assignment of a teacher to a fifth (5th) prep and neither the Association nor the administration see an alternative to assigning the fifth (5th) prep, the teacher shall be paid a stipend of two thousand dollars (\$2,000) for the year or one thousand dollars (\$1,000) for the semester.

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

- F. School guidance counselor (as directed and scheduled by administration) may work up to two (2) weeks after the school year ends and up to two (2) weeks before the school year commences. Counselors will be paid their daily rate for these work days.

ARTICLE 16
CLASS SIZES

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

B.	<u>Elementary Schools</u>	<u>MAXIMUM</u>
	Kindergarten	25 students
	Grade 1	25 students
	Grades 2 & 3	27 students
	Grades 4 & 5	30 students
	Remedial Reading	8 students
	Combination Grades	25 students

Kindergarten teachers will have minimum of five (5) hours of aide time per day.

In the event the maximum class size listed above for Kindergarten, 1st Grade and Combination Grades are exceeded the District shall provide an adult aide (see chart Below) If the class numbers fall below the numbers on the chart the Administration will have the discretion to use that para time elsewhere if needed.

<u>Over Max</u>	<u>Students</u>	<u>Adult Aide Time</u>
1	26	1 hour
2	27	2 hours
3	28	3 hours
4	29	4 hours

Under no condition may the class size in grades K - 5 exceed thirty-five (35) students.

In the event that the aide is absent without a substitute, the teacher's lost aide time shall be compensated at thirty dollars (\$30) per hour.

Where multiple sections exist, the District will make an effort to place students in the class with the lowest number of students in consultation with the Administration and the Association.

When the District exceeds maximum class sizes, the elementary teacher shall be paid according to the following: This will be based on both the fall and spring count days. Half (1/2) of BA0 divided by the class maximum.

K & 1 & Combination Grades	BA0 = \$48,000 / 2 periods divided by 25 students maximum = \$960.00 per student over the maximum per semester.
2 nd & 3 rd	BA0 = \$48,000 / 2 Periods divided by 27 students maximum = \$888.89 per student over the maximum per semester.
4 th & 5 th Grades	BA0 = \$48,000 / 2 Periods divided by 30 students maximum = \$800.00 per student over the maximum per semester.

C. <u>Secondary Schools</u>	MAXIMUM
9 th – 12 th English	30 students
6 th , 7 th & 8 th English	30 students
6 th – 12 th Social Studies	30 students
6 th – 12 th Mathematics	30 students
9 th – 12 th Science	30 students
6 th , 7 th & 8 th Science	30 students
Foreign Language	30 students
Business	30 students
General Education	30 students
Speech / Communications / Drama	30 students
Business Services Technology	30 students
Industrial Arts	24 students
Homemaking	30 students
Vocational Agriculture	25 students
Co-ed physical Education	35 students
Special Reading Classes (K-12)	20 students
Non-Performing Art	
(Music Elective, Art, Art His)	32 students
Performing Art	
(Band, Choir)	No limits

See Article 16 E. for additional limitations to class size/overloads.

- D. The parties agree that monitoring class sizes to ensure that students are equally distributed in each class is a shared concern for both parties. As a result, the parties agree to meet during the scheduling process for classes at the beginning of each semester and address any concerns regarding class sizes. The scheduler will work with the building admin and a representative of the teachers to discuss scheduling concerns.

- E. Under normal circumstances, every effort will be made to not exceed the maximum class size at the secondary level (6 - 12). However, in the event the District has to exceed the maximum class size in grades (6 – 12) the secondary teacher will be paid according to the *examples below. Secondary class size may be exceeded by no more than five (5) with no class to exceed thirty-five (35) students, (excluding physical education and Performing Arts), as mentioned above. Where multiple sections exist, the District will make an effort to place students in the class with the lowest number of students in consultation with Administration and the Association.

*When the District exceeds maximum class sizes, the secondary teacher shall be paid according to the following: This will be based on both the fall and spring count days. One sixth (1/6) of (BA0) divided by the class maximum or 30, whichever is less.

*For illustration purposes: Social Studies (BA0) $\$48,000 \div 6 \text{ periods} \div 30 \text{ students} = \266.67 per student over the maximum per semester

- F. Maximum class sizes for the special education programs, Grades (K-12), shall not exceed guidelines as established by the State of Michigan, Department of Education.
- G. If a disabled student is assigned to a regular education classroom and the teacher in that classroom requests training, the Board will determine what training is necessary to enable the teacher to best work with the disabled student. If the training determined by the Board involves participation in in-service training or the taking of a class, the District shall provide, whenever possible, release time, registration fees, tuition, meals, and mileage.

ARTICLE 17
CLASSROOM TEACHER EVALUATIONS

- A. Evaluations - The performance evaluation system shall be the Charlotte Danielson evaluation tool and will include:
1. an evaluation of the teacher's job performance with timely and constructive feedback.
 2. clear approaches to measuring student growth with relevant data on student growth.
 3. The use of student growth and assessment data as 20% of the year-end evaluation rating.
- B. Process - The Charlotte Danielson Evaluation system will be used as the District's evaluation system program. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
1. Prior to classroom observations, the teacher shall be provided with a copy of the District evaluation form and an explanation of how the process works.
 2. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
 3. This annual performance evaluation system will assign a year-end rating of "effective," "developing" or "needing support,".
- C. Tenured classroom teachers rated as highly effective or effective on the three (3) most recent consecutive year-end evaluations may be evaluated triennially, but if the classroom teacher is not rated as effective on one of the triennial year-end evaluations, the classroom teacher must receive year-end evaluations. If a classroom teacher on the triennial track is placed on an IDP or transfers to a new position, the building principal may choose to move the classroom teacher to annual evaluations. Evaluations for classroom teachers may not occur within five (5) school days prior to:
- a. Winter break
 - b. Spring break
 - c. End of school year
- D. Training on the Charlotte Danielson evaluation tool for teachers and evaluators as required by law.
- E. If a classroom teacher receives an unevaluated rating, the teacher shall receive a rating of "effective," unless otherwise provided in the law.

- F. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.
- G. An Arbitrator, has jurisdiction to consider a grievance filed under the grievance process by a classroom Teacher with two (2) consecutive ratings of “needing support” consistent with Michigan law.
- H. Teachers may grieve alleged violations of this Article.
- I. The performance of Probationary Teachers shall be evaluated at least two (2) times each year.
- J. A formal observation shall be no fewer than 15 minutes in length and the evaluating administrator shall make every effort to give a teacher two (2) school days’ notice prior to the observation.

ARTICLE 18
TEACHER PROTECTION

- A. A classroom teacher shall be provided with reasonable support when a student's behavior is reasonably beyond the control of a single staff person because of the student's misbehavior. When a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board and/or administration will take reasonable steps which are not in violation of any rights of the student to assist teachers with the successful management of the student.
- B. Any case of verbal, physical, emotional, or sexual assault on a teacher shall be reported within ten (10) calendar days to the Building Administrator and District or the Superintendent. At the teacher's written request, the District may provide legal counsel to advise the teacher, provided the teacher was acting in accordance with Board policy and in the scope of his/her employment with respect to such assault, and shall render reasonable assistance, within appropriate insurance limitations, to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. Provided the teacher was acting in accordance with Board policy and in the scope of their employment, time lost by a teacher in connection with a school-related assault shall not be charged against the teacher for a maximum of twelve (12) months. If the teacher's assault-related injury qualifies for Worker's Compensation, the District will pay the difference between the allowance under the worker's compensation allowance and the teacher's regular wage. If the teacher is off for more than twelve (12) months, the provisions of "Workers' Compensation" will apply.
- D. The District will reimburse costs for any teacher's loss, damage, or destruction of clothing or personal property while the teacher is on duty in the school or on the school premises, when such loss is not due to the teacher's negligence. The request shall be submitted to the superintendent for final approval of reimbursement. This reimbursement shall not apply to claims under ten dollars (\$10) for each item and will cover up to, but not greater than one thousand dollars (\$1,000).

ARTICLE 19
SENIORITY

- A. "Seniority" shall be defined as the length of continuous uninterrupted service within the bargaining unit. Time spent on layoff or unpaid leave of absence shall not accumulate as service time seniority but shall not constitute a break in continuous employment. For purposes of this Article only, service at less than the full teaching load shall count as if the service were at the full teaching load.
- B. A teacher shall lose seniority rights for the following: 1) A teacher's employment relationship with the District has been terminated due to a resignation or retirement; 2) A teacher has been more than three (3) years on layoff due to a necessary reduction in personnel (two (2) years for non-tenured teachers); 3) A teacher abandons his/her position without an emergency; 4) A teacher does not respond to a notification to report for duty, within ten (10) working days (five (5) days in August) of being recalled to duty after a layoff without an emergency; 5) A teacher is no longer qualified to teach any available assignment within the district; 6) A teacher has been terminated, and/or 7) A teacher takes a job in another school district without a contractual leave.
 - 1. For ties in seniority, all teachers so affected will participate in the formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, time, and place of the drawing. The drawing shall be conducted openly and at a time, and place that reasonably allow affected bargaining unit members and Association representatives to be in attendance.
 - 2. In no way shall the above language be construed to supersede state or federal laws.
- C. The Board shall prepare and present to the Association president or an Association board member a current seniority list with the member and nonmember teacher's salary, before December 15th of each year. The seniority list shall also contain information for the employee's certification. The Association shall have thirty (30) days to object to the list. Any objection must be in writing. If there is no challenge to the seniority list within thirty (30) days, such list shall be considered final and conclusive.
- D. It is the teacher's duty to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes in the teacher's on-file certification.
- E. It shall be the responsibility of the teacher to keep the Board informed of his/her current address.
- F. The individual contract executed between each teacher and the Board is subject to the terms and conditions of this article. It is intended that this provision takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this provision.

ARTICLE 20

RETIREMENT

- A. Any monetary recognition is contingent on the teacher completing the academic school year in which they retire (August 1st thru June 30th).
- B. Any retirement incentive will be contributed to a 403(b) if the retiree is eligible to make distributions free of IRS early withdrawal penalties. Any employee who is not eligible for distributions free of IRS early withdrawal penalties will be paid their retirement incentives through payroll. The employee must establish a 403(b) account prior to separation of service and shall maintain the 403(b) account until all non-elective employer contributions have been made or the employee will forfeit this benefit. Employer payments to the 403(b) plan by the District, will be paid for Article 20 C, and Unused Personal Leave and the Unused Sick Leave payout in Article 21 (B5). Payment for an eligible beneficiary of a deceased retiree will be paid directly to their legal heir through an IRS compliant distribution via 1099-MISC and not into a 403b account. Personal leave, Sick Leave and the four (4%) retirement incentive must be distributed by September 30th at the end of the school year in which the teacher retires.
- C. In recognition of services to the District, a teacher upon retiring from the District will receive four (4) % of the teacher's current annual salary, provided the teacher has been employed in the District for at least ten (10) years.
- D. If a retired teacher dies before the time that full payment of this benefit has been made, that individual's designated beneficiaries, heirs, and/or assigns shall have the right to receive such payment in the same manner.

ARTICLE 21

LEAVES

A. PERSONAL AND ASSOCIATION LEAVE

To be consistent with per diem rate calculations, all types of leave time will be calculated on a seven (7) hour day basis. Rounding of personal and sick leave time used will start at the nearest five (5) minutes. Comp time must be used in a minimum of one (1) hour increments.

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

If a teacher uses sick time, then that person is sick all day and should not attend anything before, during or after school hours unless they have a doctor's note. The teacher will only be charged seven (7) hours of sick time for the entire school day. If a teacher uses comp time, personal time, or unpaid leave then the teacher is expected to attend a staff meeting, PTCs graduation, or open house, so if they do not attend then they will be charged additional leave time, see chart below. If the teacher is at school during the day and then does not attend a staff meeting, PTC, graduation or open house then they will be charged additional leave time. See chart below.

Two	(2) hours for staff meeting
Three	(3) hours for PTC
Two	(2) hours for graduation
One	(1) hour for Open House

If a staff meeting is rescheduled due to "Act of God" and a teacher has to miss that rescheduled staff meeting no leave time will be deducted if a teacher is unable to attend. If a meeting is rescheduled, teachers who have previous medical or legal commitments (or other commitments approved by the superintendent) shall not be required to attend and the time shall not be charged against any of the teacher's leave.

1. Personal Leave

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

2. Compensatory Time

- a. PTC/open house comp time earned each year that is not used will be paid out at a rate of thirty dollars (\$30) per hour on the last pay of June each year.

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

- a. Comp days and personal days can be used to extend a vacation. No more than two (2) teachers will be granted vacation extension time for any calendar day unless additional substitutes are available. Teachers requesting comp days and personal days to extend vacation time must apply six (6) weeks before the requested date(s). If there are more teachers requesting the same date than available substitutes, highest seniority will be the deciding factor except that emergency situations may be considered over seniority.
- b. The teacher will provide at least forty-eight (48) hours notice of his/her intention to use personal leave or comp time except for an emergency.

4. Association Leave

The Association shall be granted four (4) days per year to be used for Association governance and/or training. The Association shall pay for the cost of the substitute for the teacher using the Association day. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time per MCL 38.1371(6). The Association days shall be used in a manner that benefits all teachers.

B. SICK LEAVE

1. The primary purpose of the sick leave allowance is to cover the absence of the teacher from the school because of personal illness or disability sufficiently severe that it shall make his/her presence in school inadvisable. After five (5) consecutive days of absence, the teacher must have a certificate signed by a doctor to receive additional sick pay.
2. At the beginning of each school year each teacher will be credited with 72 hours of sick leave, the unused portion of which shall accumulate to a maximum of one hundred eighty-three (183) days @ 7 hrs per day.
3. Notwithstanding anything to the contrary in this Agreement, sick leave and personal leave may be used for any purpose listed in the Michigan Earned Sick Time Act (ESTA) up to a maximum of 72 hours per school year; if an employee

uses sick leave or personal leave for an ESTA purpose, then ESTA applies to the use of that leave.

4. Illness Immediate Family:

The teacher may use a maximum of 72 hours of sick leave for illness in the immediate family. These 72 hours are cumulative on an annual basis and are not on a per illness basis. Immediate family shall be defined as spouse, children, step-children, parents, step-parents, mother-in-law and father-in-law and grandparents and grandchildren. Use of sick leave for others outside those listed in this paragraph may be approved at the discretion of the superintendent. Any family member as defined by the Michigan ESTA law, if not included already in this paragraph.

5. Sick Leave Incentive Program

An incentive for not using sick leave shall be provided at the following rate: a teacher using zero to one (0-1) day shall be paid three hundred dollars (\$300); a teacher using more than one (1) but no more than two (2) days shall be paid one hundred fifty dollars (\$150).

Unused sick days are paid at fifty (50)% of sub rate times the number of unused days up to a maximum of one hundred (100) days; ten (10) years of service as a teacher in the Beal City Public Schools are necessary to qualify. Teachers may choose to donate, unmatched, up to sixty (60) days of unused sick days to the sick bank before retiring. Sick day reimbursement will only occur for those completing the school year in which they retire. See Article 19.

C. SICK LEAVE BANK

1. Contributions to the Sick Leave Bank

- a. When the sick leave bank was originally established, each teacher contributed two (2) sick days to the sick leave bank. The Board also contributed two (2) sick days for each teacher to the sick leave bank. As of the first day of work, each newly-hired teacher shall contribute two (2) sick days to the sick leave bank. The Board will also contribute one (1) sick day to the sick leave bank for each newly-hired teacher.
- b. When the sick leave bank falls below sixty (60) days, the Board shall assess each teacher one (1) day of his/her sick leave. These days assessed from teachers will be matched by the Board by seventy-five percent

(75)%. Teachers with no sick days left to donate will make up this deficit as soon as they again have sick days available.

- c. If the above (Article 21 subsection C1b) one (1) day assessment from the teachers does not get the sick bank up to the minimum of sixty (60) days plus the number of days currently being requested as a draw from the sick bank, this will put the sick bank into a replenishment situation. When a replenishment situation arises in the sick bank, teachers may donate up to ten (10) days each of their accumulated sick days to the sick bank.
 - d. Teachers withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank. When the teacher returns to work and their sick time is replenished they will be required to donate one (1) day for every donating event as a result of their request(s).
2. The parties to this Agreement have established a joint Sick Leave Bank Committee to administer the sick leave bank days. The Sick Leave Bank Committee shall be composed of two (2) Board appointed members, two (2) Association appointed members, and the Business Manager who shall serve as a nonvoting ex-officio officer. Any judgments, appeals, decisions, applications must be approved by a majority vote of all four (4) Sick Leave Bank Committee members.
3. The sick leave bank will operate as follows:
- a. The sick leave bank applies only to teachers and not to members of the teacher's family. All requests for use of sick leave and sick leave bank terminate within the time limit of each contract and do not automatically extend into the new teachers' contract period. Absences of two (2) days or fewer will not be considered by the Sick Leave Bank Committee.
 - b. When a teacher is ill or has a disability, that teacher will exhaust all of his/her accumulated sick days and personal days before being eligible for the sick leave bank.
 - c. When a teacher has exhausted his/her own accumulated sick days and personal days, the sick leave bank will be available to that teacher to cover the teacher's absence until he/she is eligible for Long Term Disability (LTD) benefits, the LTD insurance premiums to be paid by the Board.

A teacher using days from the sick leave bank will go on LTD as soon as she/he becomes eligible and is approved.

- d. Teachers will be entitled to all benefits during the time they are using days from the sick leave bank.
- e. A teacher or his/her representative, making application for the sick leave bank should do so in writing to the Business Manager, including a description of his/her medical condition and a doctor's statement of the condition indicating that the teacher is unable to perform his/her assigned duties.
- f. A maximum of up to ninety (90) teacher work days may be granted per request from the sick bank. This ninety (90) day limitation begins when a teacher makes application for the sick leave bank. A teacher must wait five (5) days without pay before making his/her second request to the sick leave bank. A limit of two (2) request can be made in one (1) school year. The second request would end on the last day of that school year.
- g. However, additional sick leave bank days may be granted to extend an application at the discretion of the Sick Leave Bank Committee.
- h. If it appears that an individual is abusing the sick leave bank provisions, the Sick Leave Bank Committee may direct said individual to be examined by two (2) doctors of the Sick Leave Bank Committee's choosing to determine whether the illness is valid. The cost of such examination will be paid by the Board. The Sick Leave Bank Committee may grant or suspend sick leave days from the bank. Their judgment and/or decisions will be final.
- i. A leave of absence not to exceed one (1) year may be granted for health reasons. The one (1) year time will begin after the teacher has exhausted his/her own sick leave days, personal days and approved sick leave bank days.
- j. Robert's Rules of Order are to be used during Sick Bank deliberations.

D. FAMILY AND MEDICAL LEAVE

An Employee who has worked for the District for a period of at least twelve (12) months and who has worked at least twelve hundred fifty (1,250) hours during the twelve (12) month period before the leave is to start, shall be granted up to twelve (12) work weeks of unpaid leave (which will also not count toward Michigan Public Schools Retirement System reporting) during any twelve (12) month period on a rolling year basis. If there is any inconsistency between these provisions and FMLA or the implementing regulations, FMLA and its regulations will supersede these provisions.

- 1) Pursuant to the Family and Medical Leave Act as amended, an employee shall be entitled to an unpaid leave of absence of up to twelve (12) weeks, during a twelve (12)-month period, for one or more of the following:
 - a) Birth, adoption or foster care placement of an employee's child;
 - b) A serious health condition of the employee which disables him/her from performing any one of the essential functions of his/her position. Such condition
 - c) may be an illness, injury, impairment, physical or mental condition that involves
 - d) in-patient care in the hospital, hospice or a residential medical care facility or
 - e) requires continuing treatment by a health care provider;
 - f) The serious health condition of an employee's spouse, child or parent;
 - g) An employee shall have the option of taking Family and Medical Leave on an
 - h) intermittent or reduced schedule.
 - i) In the event of miscarriage before the start of maternity leave, the sick leave provision of this Agreement shall apply.
 - j) Other reasons as provided by law.
- 2) Central Office and the employee agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of education programming and service delivery and consistent with the provisions of the Act and its regulations.
- 3) The District will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the employee voluntarily terminates employment, the District shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the District within sixty (60) days of demand.

- 4) Accrued paid leave shall be exhausted during FMLA. Teachers may retain one comp day while on FMLA. The remainder of any leave time will be unpaid or if qualified and approved the time may be payable by sick bank.
- 5) The employee shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the employee examined by a physician of the District's selection at District expense.
- 6) Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.
- 7) Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment. The employee may be denied reinstatement of leave under provisions of the Family Medical Leave Act of 1993.
- 8) Seniority shall continue to accrue during the leave.
- 9) A teacher on maternity leave of absence shall be given credit on the salary schedule for the remainder of the semester in which the birth of the child occurs.
- 10) Whenever practicable, the employee will provide the Central Office at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request, the expected beginning date and the expected ending date.

E. HEALTH EXAMINATIONS

The Board reserves the right to require a physical and/or psychological examination at Board expense for purposes of verifying a teacher's fitness for duty or verifying the teacher's illness in the following circumstances:

1. To determine a teacher's ability to return from any illness or disability leave taken under this Agreement or a leave required by law; or
2. To evaluate a teacher's fitness for duty where the Board has reasonably founded concerns about the teacher's mental and/or physical ability to perform the functions of his/her assignment. All information used to determine the need for an exam shall be provided to the teacher. The teacher shall not be charged days against his/her own leave accumulation for doctor exams described in this paragraph.
3. Upon request, a teacher will provide the District a doctor's verification for his/her absence after using five (5) consecutive days of sick leave or if the District suspects the teacher of abusing sick leave or has a pattern of absenteeism.

F. WORKER'S COMPENSATION LEAVE

Any teacher who is absent because of injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for a period of twelve (12) months. The portion paid by the Board shall be charged against the employee's sick leave.

G. BEREAVEMENT LEAVE

Death in the Immediate Family - The teacher may take a maximum of the following number of days per death:

1. Spouse, parent, step-parent, sibling, step-siblings, children, step-children, grandchildren or other family members listed in 2. and 3. below who reside in the teacher's home – five (5) days.
2. Father-in-law, mother-in-law, brother-in-law, sister-in-law – three (3) days.
3. Grandparents, nieces/nephews – two (2) days.
4. One bereavement day may be used per year at the discretion of the teacher.

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

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

H. UNIFORMED SERVICES LEAVE

1. Uniformed services 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 uniformed services of the United States.
2. A probationary teacher returning to employment from the uniformed services shall be regarded as retaining the period of probationary service achieved before this military leave.
3. Employees on uniformed services 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 District.

I. GENERAL LEAVE OF ABSENCE:

1. The Board may grant a leave of absence to any teacher for any reason requested by the teacher. The Board's decision to grant or deny a leave of absence pursuant to this section shall be final and binding and not subject to the grievance procedure.
2. A teacher on a leave of absence shall notify the Board in writing of his/her intent to return or request additional leave time at least seventy (70) days before the expiration date of the leave. If the teacher fails to do so or indicates he/she does not intend to return upon the expiration of the leave, this shall constitute the teacher's irrevocable resignation and the teacher's employment shall automatically terminate upon expiration of the leave.
3. There shall be no loss of tenure rights or decrease of step on the pay scale.
4. A teacher who is granted a leave of absence will be granted the next step on the pay scale in those cases in which the leave is mutually agreed to be beneficial to the District by the Board and the Association.
5. Accrued paid leave days must be exhausted prior to the granting of unpaid leave.
6. A teacher shall not accrue salary increments or seniority during unpaid leaves.

ARTICLE 22
DISTRICT SCHOOL IMPROVEMENT TEAMS &
BUILDING SCHOOL IMPROVEMENT TEAMS

- A. District School Improvement Team (DSIT) shall consist of all Stakeholders throughout the School District.
- B. The staff and administration are mutually participating in School Improvement Teams which involve cooperative site-based decision-making and planning with the goal of improved student achievement. Site-Based Decision Making processes contemplate decision making groups organized around locations, programs, and large extensive problems that often impact more than one (1) location.
- C. Participation on a District or Building School Improvement Team is voluntary. Building School Improvement teams will have no more than five (5) paid staff members led by the building principal. Building School Improvement teams will meet no less than five (5) times a year and no more than ten (10) times a year for no more than two (2) hours a meeting. These meetings will take place outside the regular school day. Staff members who are designated members of the District and/or Building School Improvement teams will be compensated according to Schedule B. All District and Building School Improvement team meetings are open to all staff to either provide input or bring a school improvement initiative forward.
- D. Teachers may bring recommendations for school improvement team members to their building administrator for approval by administration to be paid members of the ESIT (5) members, SSIT (5) members, and DSIT (2) members.
- E. All meetings shall be open to all staff and announced in advance. All School Improvement meeting minutes and/or reports shall be distributed to staff, the board and shall be provided to the Board and the Association.
- F. Teachers, administrators, or Board members who wish to pursue an educational initiative should bring the initiative to the building school improvement team. If the team is in favor of pursuing the initiative, the building team recommendations will be presented during professional development time to the building staff and other affected employees for discussion, revision and approval.
- G. The building staff shall have time set aside during contractually scheduled professional development to investigate and discuss thoroughly the advantages and disadvantages of the proposed initiative. A simple majority vote of the building staff shall be required to forward the recommendation to the DSIT for discussion, revision and approval.
- H. A teacher desiring to make suggestions regarding the Master Class schedule for the subsequent school year may do so by submitting written suggestions to their building

principal no later than March 15th. The district will make every attempt to provide a copy of the proposed class schedule for the subsequent school year by April 15th. Teachers at that point may make written suggestions for modifications in the schedule to the building principal no later than May 15th. A teacher may request a response from Administration to their suggestions.

- I. Administration shall offer teachers the opportunity to have input about courses of study, textbooks, curriculum, student assessment and evaluation, mission, and educational goals of the District.
- J. Decisions made by a school improvement team/building staff/DSIT that affect wages, hours, or working conditions shall be brought to the Association and Board for negotiation and ratification before any implementation of the decisions.

ARTICLE 23
TEACHER PLACEMENT/LAYOFF/RECALL

A. TEACHER PLACEMENT

1. Decisions about placement of a teacher shall comply with Revised School Code Section 1248. The Superintendent or designee decides placement decisions, when a vacancy exists and when a posting is made. Whenever any vacancy in any bargaining unit position in the District shall occur, the Board shall publicize the vacancy and notify the Association of the vacancy in writing or when the school administration building is open. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum.
2. The Superintendent or designee has discretion to place a bargaining unit member into a position for which they are certified for, for a reason that is not arbitrary or capricious. Teachers must be fully qualified for all aspects of their assignments based on the documentation on file with the Superintendent's office, including, but not limited to, the following clear and transparent factors:
 - a. Compliance with state and federal laws, regulatory standards, and state grant, and categorical funding requirements;
 - b. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
 - c. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - d. Qualifications determined by the district, including but not limited to credentials necessary for school or program accreditation.
 - e. Disciplinary record;
 - f. Recency of relevant and comparable teaching assignments;
 - g. Effectiveness based on previous evaluations;
 - h. Length of service in the grade level or subject area.
 - i. Seniority may be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and other factors distinguishing those teachers from each other are equal.

Involuntary transfers may be made. The Superintendent or designee will discuss involuntary transfers with the Association.

Involuntary transfers will only be made when reasonable and necessary. Thirty (30) days' notice must be provided to the affected member and the Association. Cause for involuntary transfer may involve the individual's performance, or part of a necessary reduction of force. Considerations pertaining to involuntary placement will follow the teacher placement rules in Article 23 a-i.

- j. The Teacher and the Association will be notified in person, and outside of the working day or otherwise agreed, of the anticipated placement change and the reason for the change by the Superintendent or designee.
- k. Teachers may grieve alleged violations of this Article up to mediation.

B. LAYOFF/RECALL AND REDUCTION IN FORCE

1. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions to be reduced based on the following factors:
 - a. Disciplinary record, if any;
 - b. Length of service in a grade level(s) or subject area(s);
 - c. Recency of relevant and comparable teaching assignments, relevant training and professional development;
 - d. Previous evaluation ratings;
 - e. Compliance with state and federal law including categorical funding.
2. At least forty-five (45) calendar days' notice of reduction in force will be provided to the classroom teacher and the Association absent extenuating circumstances.
3. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address, or hand delivered and signed for by the teacher. It shall be the responsibility of the teacher to notify the Board of any change in address.
4. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall.

5. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified.
6. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 6 until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
7. Teachers may grieve alleged violations of this Article up to mediation.

ARTICLE 24
CALENDAR (SCHEDULE C)

- A. Teachers' work day and work year shall be defined in the calendar attached in Schedule C. The Board and Association recognize the necessity for meeting all state regulations in regard to required number of hours of instruction. Professional development days are also defined in Schedule C.
- B. When considering whether to cancel school due to inclement weather, delayed start of the school day will be used whenever possible as determined by the Superintendent.
- C. When days/hours of student instruction are delayed or cancelled and must be rescheduled to provide the minimum number of days/hours of student instruction required by law, such days/hours shall be rescheduled. The Board and Association shall agree on the dates such days/hours shall be rescheduled. If no mutual agreement is reached, the days/hours shall be made up at the end of the school year.
- D. Teachers shall receive their regular pay for days which are delayed or cancelled, but shall work on any rescheduled days with no additional compensation.

SCHEDULE A
BEAL CITY PUBLIC SCHOOLS SALARY SCALE

2025-2026 (Years of service capped at 20 years)					
Step	BA	BA+18	BA+30 / MA	MA+15	MA+30
0	48,000	50,000	52,000	54,000	56,000
1	48,500	50,500	52,500	54,500	56,500
2	49,000	51,000	53,000	55,000	57,000
3	50,000	52,000	54,000	56,000	58,000
4	53,000	55,000	57,000	59,000	61,000
5	55,000	57,000	59,000	61,000	63,000
6	56,000	58,000	60,000	62,000	64,000
7	57,000	59,000	61,000	63,000	65,000
8	59,000	61,000	63,000	65,000	67,000
9	60,000	62,000	64,000	66,000	68,000
10	64,000	66,000	68,000	70,000	72,000
11	65,000	67,000	69,000	71,000	73,000
12	66,000	68,000	70,000	72,000	74,000
13	66,500	68,500	70,500	72,500	74,500
14	67,000	69,000	71,000	73,000	75,000
15	68,500	70,500	72,500	74,500	76,500
16	69,000	71,000	73,000	75,000	77,000
17	69,500	71,500	73,500	75,500	77,500
18	70,000	72,000	74,000	76,000	78,000
19	70,500	72,500	74,500	76,500	78,500
20	72,500	74,500	76,500	78,500	80,500
21	73,000	75,000	77,000	79,000	81,000
22	73,500	75,500	77,500	79,500	81,500
23	74,000	76,000	78,000	80,000	82,000
24	74,500	76,500	78,500	80,500	82,500
25	77,000	79,000	81,000	83,000	85,000
26	77,500	79,500	81,500	83,500	85,500
27	78,000	80,000	82,000	84,000	86,000
28	78,500	80,500	82,500	84,500	86,500
29	79,000	81,000	83,000	85,000	87,000
30	80,000	82,000	84,000	86,000	88,000
31	80,500	82,500	84,500	86,500	88,500
32	81,000	83,000	85,000	87,000	89,000
33	81,500	83,500	85,500	87,500	89,500
34	82,000	84,000	86,000	88,000	90,000
35	82,500	84,500	86,500	88,500	90,500

For horizontal movement on the salary schedule, courses credit must be from an institution accredited by the Michigan Department of Education. In order to trigger the horizontal movement, the courses must be education related and college credit must be earned upon completion.

SCHEDULE A
BEAL CITY PUBLIC SCHOOLS SALARY SCALE

2026-2027 (Years of service capped at 25 years)

Step	BA	BA+18	BA+30 / MA	MA+15	MA+30
0	48,500	50,500	52,500	54,500	56,500
1	49,000	51,000	53,000	55,000	57,000
2	49,500	51,500	53,500	55,500	57,500
3	50,500	52,500	54,500	56,500	58,500
4	53,500	55,500	57,500	59,500	61,500
5	55,500	57,500	59,500	61,500	63,500
6	56,500	58,500	60,500	62,500	64,500
7	57,500	59,500	61,500	63,500	65,500
8	59,500	61,500	63,500	65,500	67,500
9	60,500	62,500	64,500	66,500	68,500
10	64,500	66,500	68,500	70,500	72,500
11	65,500	67,500	69,500	71,500	73,500
12	66,500	68,500	70,500	72,500	74,500
13	67,000	69,000	71,000	73,000	75,000
14	67,500	69,500	71,500	73,500	75,500
15	69,000	71,000	73,000	75,000	77,000
16	69,500	71,500	73,500	75,500	77,500
17	70,000	72,000	74,000	76,000	78,000
18	70,500	72,500	74,500	76,500	78,500
19	71,000	73,000	75,000	77,000	79,000
20	73,000	75,000	77,000	79,000	81,000
21	73,500	75,500	77,500	79,500	81,500
22	74,000	76,000	78,000	80,000	82,000
23	74,500	76,500	78,500	80,500	82,500
24	75,000	77,000	79,000	81,000	83,000
25	77,500	79,500	81,500	83,500	85,500
26	78,000	80,000	82,000	84,000	86,000
27	78,500	80,500	82,500	84,500	86,500
28	79,000	81,000	83,000	85,000	87,000
29	79,500	81,500	83,500	85,500	87,500
30	80,500	82,500	84,500	86,500	88,500
31	81,000	83,000	85,000	87,000	89,000
32	81,500	83,500	85,500	87,500	89,500
33	82,000	84,000	86,000	88,000	90,000
34	82,500	84,500	86,500	88,500	90,500
35	83,000	85,000	87,000	89,000	91,000

For horizontal movement on the salary schedule, courses credit must be from an institution accredited by the Michigan Department of Education. In order to trigger the horizontal movement, the courses must be education related and college credit must be earned upon completion.

SCHEDULE A
BEAL CITY PUBLIC SCHOOLS SALARY SCALE

2027-2028 (Years of service capped at 30 years)

Step	BA	BA+18	BA+30 / MA	MA+15	MA+30
0	49,000	51,000	53,000	55,000	57,000
1	49,500	51,500	53,500	55,500	57,500
2	50,000	52,000	54,000	56,000	58,000
3	51,000	53,000	55,000	57,000	59,000
4	54,000	56,000	58,000	60,000	62,000
5	56,000	58,000	60,000	62,000	64,000
6	57,000	59,000	61,000	63,000	65,000
7	58,000	60,000	62,000	64,000	66,000
8	60,000	62,000	64,000	66,000	68,000
9	61,000	63,000	65,000	67,000	69,000
10	65,000	67,000	69,000	71,000	73,000
11	66,000	68,000	70,000	72,000	74,000
12	67,000	69,000	71,000	73,000	75,000
13	67,500	69,500	71,500	73,500	75,500
14	68,000	70,000	72,000	74,000	76,000
15	69,500	71,500	73,500	75,500	77,500
16	70,000	72,000	74,000	76,000	78,000
17	70,500	72,500	74,500	76,500	78,500
18	71,000	73,000	75,000	77,000	79,000
19	71,500	73,500	75,500	77,500	79,500
20	73,500	75,500	77,500	79,500	81,500
21	74,000	76,000	78,000	80,000	82,000
22	74,500	76,500	78,500	80,500	82,500
23	75,000	77,000	79,000	81,000	83,000
24	75,500	77,500	79,500	81,500	83,500
25	78,000	80,000	82,000	84,000	86,000
26	78,500	80,500	82,500	84,500	86,500
27	79,000	81,000	83,000	85,000	87,000
28	79,500	81,500	83,500	85,500	87,500
29	80,000	82,000	84,000	86,000	88,000
30	81,000	83,000	85,000	87,000	89,000
31	81,500	83,500	85,500	87,500	89,500
32	82,000	84,000	86,000	88,000	90,000
33	82,500	84,500	86,500	88,500	90,500
34	83,000	85,000	87,000	89,000	91,000
35	83,500	85,500	87,500	89,500	91,500

For horizontal movement on the salary schedule, courses credit must be from an institution accredited by the Michigan Department of Education. In order to trigger the horizontal movement, the courses must be education related and college credit must be earned upon completion.

SCHEDULE A
BEAL CITY PUBLIC SCHOOLS SALARY SCALE

2028-2029 and future years, the scale will be fully implemented as presented with no years of service caps.

SCHEDULE B

EXTRA DUTY ASSIGNMENT

Percent of the salary schedule based on years of experience in sport/activity up to BA step 3

Coaches/advisors who must be absent from a regular staff activity in order to fulfill Schedule B responsibilities for contests, meets, or events shall not be charged any personal time for the absence.

Class advisors rotate with class (Article 7 D3)

Schedule B will be reviewed every year during the first day of teacher professional development. If an extra duty assignment has not been active for the past three (3) years, it will be removed from the list above. If a new extra duty assignment is approved by the administration and can show that it is an appropriate viable extra duty assignment for three (3) years, it will be added to the list above at an agreed upon amount.

Baseball

- Head coach – 8.50%
 - JV Coach – 5.00%
 - Spring sport assistant – 3.50%
- (If the JV team is cancelled due to not enough athletes, the varsity team would get a paid assistant coach at the Spring Sports Assistant coach rate.)*
-

Basketball

- Head varsity girls – 12.00%
 - Head varsity boys – 12.00%
 - JV Girls – 7.50%
 - JV Boys – 7.50%
 - Freshman Boys Coach – 7.00%
 - MS Girls Coach 7th & 8th Grade – 4.00%
 - MS Boys Coach 7th & 8th Grade – 4.00%
 - 5th & 6th grade program – 1.00%
-

Cheerleading

- Head Fall sideline coach – 7.00%
 - Fall Assistant Sideline coach / JV Coach – 4.00%
 - Winter sideline/competitive Coach – 8.00%
 - Winter assistant / JV Coach – 4.00%
-

Class Advisor

- 6–8 Grade – 1.00%
 - Freshman Class Advisor – 1.00%
 - Sophomore Class Advisor – 1.00%
 - Junior Class Advisor – 2.00%
 - Senior Class Advisor – 2.00%
- (One advisor per grade)*
-

Credit Recovery

- Eligible teaching staff – \$30
-

Cross Country

- Co-ed 6–12 coach – 8.50%
 - Fall sport assistant – 5.00%
- (If more than 30 athletes across 6–12 are on the team, the cross country coach is eligible for paid assistant at the rate of a Fall/Winter Sport Assistant Coach)*
-

Detention

- Eligible teaching staff – \$30
-

East Coast Trip

- Lead teacher / Organizer – 0.50%
-

Football

- Head Varsity Coach – 12.00%
 - Assistant Coach (3) – 8.00%
-

FFA

- Advisor – 10.00%
 - Project Pals – 0.50%
-

German Links

- Coordinator:
 - Trip Year – \$750
 - Non Trip Year – \$300
-

GSA Club

- Advisor – 1.00%
-

Key Club

- Advisor – 1.00%
-

National Honor Society

- Advisor – 1.50%
-

PTA Rep

- Representative – 0.50%
-

Performing Arts

- Marching Band (Including Summer Program) – 13.00%
 - Drama Club Director – 2.00%
 - Drama Per Production – \$250
-

Nerd Club

- Advisor – 1.00%
-

Robotics

- HS Advisor – 1.50%
- MS Advisor – 1.50%
- Elementary Advisor – 1.50%

(If the state robotics grant continues to be funded, the district will apply for the coaches stipend. The coaches stipend will be paid out based on the state requirements. If the stipend exceeds the salary percentage of Sch B, the schedule B percentage will not be paid in addition to the State grant. If the stipend is less than the schedule B percentage, the district will pay the difference.)

School Improvement Teams

- SSIT (5 staff) – \$30 per hour
 - ESIT (5 staff) – \$30 per hour
 - DSIT (2 staff) – \$30 per hour
-

Softball

- Head Coach Varsity – 8.50%
 - JV Coach – 5.00%
 - Spring Sport Assistant Coach – 3.50%
-

Student Council

- High School Advisor – 2.00%
- Middle School Advisor – 1.50%
- Elementary Advisor – 0.50%

Spanish Club

- Coordinator:
 - Trip Year – \$750
 - Non Trip Year – \$300

Teacher Mentor

- First year w/ mentee – \$400
- Second year w/ mentee – \$300
- Third year w/ mentee – \$200
- Fourth year w/ mentee – \$100

Track and Field

- Head Girls Coach – 8.50%
- Head Boys Coach – 8.50%
- Spring Sport Assistant – 3.50%
- Middle School Girls Coach – 4.00%
- Middle School Boys Coach – 4.00%

(If more than 30 female or male athletes on team, eligible for a paid assistant at the Spring Sport Assistant Coach rate)

Volleyball

- Head Varsity Coach – 12.00%
- JV Coach – 7.50%
- Freshman Coach – 7.00%
- Middle School Coach (2) – 4.00%

Youth In Government

- High School Advisor – 2.00%
- Middle School Advisor – 1.50%

(If the state provides an advisor grant, the YIG advisor will work with administration to apply. The YIG stipend will be paid out based on the state requirements. If the stipend exceeds the salary percentage of Sch B, the schedule B percentage will not be paid in addition to the State grant. If the stipend is less than the schedule B percentage, the district will pay the difference.)

Additional Notes

- If a JV season is cancelled due to not enough athletes, the varsity team would get a paid assistant coach at the Spring or Fall Sports Assistant coach rate.
- In the event that there are insufficient athletes for a specific varsity or junior varsity team as determined by the Athletic Director, the coach will receive prorated compensation upon presentation of information that the coach has provided team services. If a junior varsity team or freshman team is discontinued, the Junior Varsity Coach or freshman coach may become the assistant to the Varsity Coach to earn the remainder of the coaching stipend for the season only if the Athletic Director approves the change.

SCHEDULE C

Beal City Public Schools

3180 W. Beal City Rd.
Mt. Pleasant, MI 48858



Phone: 989-644-3901
bealcityschools.net

Staff Calendar 2025-2026

August 18 & 19	Professional Learning Days
August 19	Open House
August 21	First Student Day
August 29	No School
September 1	No School - Labor Day
September 29	No School - Professional Learning Day (Data)
October 7 & 9	Evening conferences, 4-7:30 P.M.
October 10	No School
October 24	End of First Marking Period
November 4	No School - GIRESD Professional Learning Day
November 11	Veterans Day Assembly
November 27-28	Thanksgiving Break
Dec. 20 - Jan. 4	Winter Break
January 22	Exams
January 23	Exams - student half day/teacher work day End of Semester
January 30	No School - Professional Learning Day (Data)
February 9	No School
March 26	Half Day (End of Third Marking Period)
March 27- April 5	Spring Break
May 22	No School
May 25	No School - Memorial Day
May 26	No School - Professional Learning Day (Data)
June 2	Exams
June 3	Exams - student half day/teacher work day End of Semester

SCHEDULE C

Beal City Public Schools

3180 W. Beal City Rd.
Mt. Pleasant, MI 48858



Phone: 989-644-3901
bealcityschools.net

Staff Calendar 2026-2027

August 24 & 25	Professional Learning Days
August 25	Open House
August 27	First Student Day
September 4	No School
September 7	No School - Labor Day
October 5	No School - Professional Learning Day (Data)
October 13 & 15	Evening conferences, 4-7:30 P.M.
October 16	No School
October 30	End of First Marking Period
November 3	No School - GIRESD Professional Learning Day
November 11	Veterans Day Assembly
November 26-27	Thanksgiving Break
Dec. 23 - Jan. 3	Winter Break
January 21	Exams
January 22	Exams - student half day/teacher work day End of Semester
February 1	No School - Professional Learning Day (Data)
March 25	Half Day (End of Third Marking Period)
March 26- April 4	Spring Break
May 28	No School
May 31	No School - Memorial Day Observance
June 1	No School - Professional Learning Day (Data)
June 3	Exams
June 4	Exams – Student half-day/Teacher workday End of Semester

SCHEDULE C

Beal City Public Schools

3180 W. Beal City Rd.
Mt. Pleasant, MI 48858



Phone: 989-644-3901
bealcityschools.net

Staff Calendar 2027-2028

August 23 & 24	Professional Learning Days
August 24	Open House
August 26	First Student Day
September 3	No School
September 6	No School - Labor Day
October 4	No School - Professional Learning Day (Data)
October 12 & 14	Evening conferences, 4-7:30 P.M.
October 15	No School
October 29	End of First Marking Period
November 2	No School - GIRESD Professional Learning Day
November 11	Veterans Day Assembly
November 15	No School - Safety Day
November 25-26	Thanksgiving Break
Dec. 23 - Jan. 2	Winter Break
January 20	Exams
January 21	Exams – Student half-day/Teacher workday End of Semester
January 31	No School - Professional Learning Day (Data)
February 21	No School
March 23	Half Day (End of Third Marking Period)
March 24- April 2	Spring Break
May 26	No School
May 29	No School - Memorial Day
May 26	No School - Professional Learning Day (Data)
June 6	Exams
June 7	Exams – Student half-day/Teacher workday End of Semester

SCHEDULE D
GRIEVANCE REPORT FORM

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

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

2. Contract Provision Violated _____

3. Relief Sought _____

Signature Date

C. Disposition by Principal _____

Signature of Principal Date

D. Position of Grievant and/or Association _____

Signature Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Final Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

Notes:

TA'd

Date

Board

Association

ARTICLE 25
DURATION

This Agreement shall be effective on ratification by both parties and shall terminate midnight, June 30, 2028.

If any bargaining unit staff are hired who are not subject to the Teachers' Tenure Act, the parties recognize that said non-tenurable (non-teacher certified) bargaining unit staff are eligible for expanded subjects of bargaining and both parties agree to meet and determine the items which must be bargained to this Agreement specifically for those staff members.

This Agreement is the result of extensive negotiations in which both parties had the right and the opportunity to submit proposals and to negotiate their proposals with the other party. This Agreement sets forth the parties full and entire understanding as to the matters expressed herein. This Agreement may only be modified in writing upon the mutual consent of the parties. All past practices and understandings between the parties not memorialized and incorporated in this Agreement are not enforceable. This Agreement incorporates the Agreement reached by the parties on all agreed issues, which were subjects of negotiations. 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 of contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless by mutual consent.

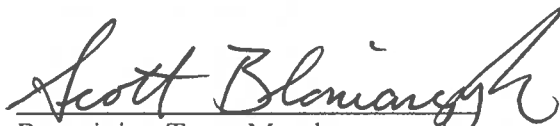
For the ASSOCIATION:



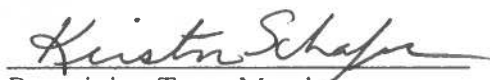
President, Bargaining Team Member



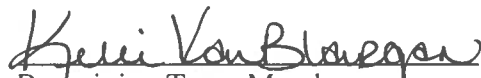
MEA UniServ Director



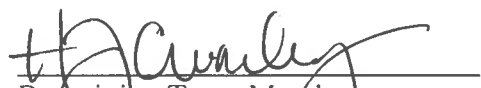
Bargaining Team Member



Bargaining Team Member



Bargaining Team Member

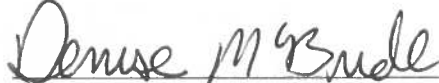


Bargaining Team Member

9/3/2025

Date

For the BOARD:



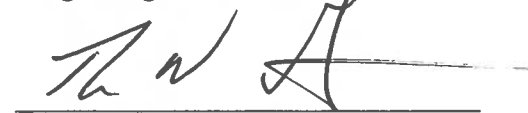
President, Bargaining Team Member



Superintendent, Spokesperson



Bargaining Team Member



Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

9/3/2025

Date