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AGREEMENT BETWEEN THE
BAD AXE EDUCATION ASSOCIATION/MEA/NEA
AND THE
BOARD OF EDUCATION
OF THE
BAD AXE PUBLIC SCHOOLS DISTRICT

AGREEMENT

This Agreement is made and entered into this 1st day of July 2011, by and between the Board of Education of the Bad Axe Public Schools District, Bad Axe, Michigan, hereinafter called the "Board" and the Bad Axe Education Association, hereinafter called the "Association" pursuant to Act 379 of the Michigan Public Acts of 1965. Wherever "Board of Education" or "Superintendent" is used, it shall mean "or designee."

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment, or other conditions of employment. Unit: all certified teachers and guidance counselors of the Bad Axe School System, excluding substitutes, assistant principals, principals, superintendent, assistant superintendent, Director of Guidance, administrative assistant, athletic director, chapter I director, and individuals and/or certified teachers who perform only Schedule B duties in the Bad Axe School System. The Board will not negotiate with any other teacher's group during the term of this Agreement.

ARTICLE II - DEFINITIONS

- A. Wherever the term "Board" is used, it shall mean the BadAxeSchool District, its Board of Education, and shall include its designee upon whom the Board has conferred authority to act in its place and stead.
- B. Wherever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his/her designee upon whom the Superintendent has conferred authority to act in his/her place and stead.
- C. Wherever the term "this Agreement" is used, it shall mean the Agreement itself, together with all Appendices incorporated therein by reference.

- D. Wherever the term "Association" is used, it shall mean the Bad Axe Education Association/MEA/NEA, and shall include its designee(s) upon whom the Association has conferred authority to act in its place and stead.
- E. The term "teachers", when used in this Agreement, shall mean those employees as set forth in the recognition article either individually or as a group.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” shall be defined as an alleged violation, misinterpretation or inequitable application of a specific and expressed term of this Agreement. The Association and the employees agree not to process a grievance in which the same or similar issue is being processed to the Michigan Employment Relations Commission (MERC), the Equal Employment Opportunity Commission (EEOC), the Fair Employment Practices Commission or any other state or federal judicial or quasi-judicial body. The employee may file a grievance following an unfavorable decision from said agency(s) within five (5) days of the decision in accordance with the terms of the grievance procedure.
2. Days referred to in the Procedure are defined as days that the teacher is on duty. During the summer, days shall be Monday through Friday.

B. Procedure

Step 1. The aggrieved person must discuss the claim with the principal to resolve the matter informally. This step shall be initiated by the aggrieved person within five (5) school days of the "claimed violation". If after the principal has discussed the matter informally with the aggrieved person and feels that the matter could better be handled by the Superintendent, the principal may direct that if the grievance is filed it will be filed at Step 3. If the “claimed violation happens at the end of the school year and there are not five (5) school days left then the aggrieved person must discuss the claim with the principal by July 1. The principal will have ten (10) calendar days to discuss the claim.”

Step 2. If the complaint has not been satisfactorily resolved, the aggrieved person may file a written complaint with the principal within five (5) school days of the completion of Step 1. The principal will meet with the aggrieved person and, if requested, a representative of the Association within five (5) school days of receipt of the grievance. If the written complaint is received during the summer vacation period the principal will have fifteen (15) calendar days to meet with the aggrieved person. The Principal shall submit a written decision, with reasons, to

the aggrieved person within five (5) school days following the meeting. If the grievance is during the summer, the principal will have ten (10) calendar days to submit the written decision.

Step 3. An appeal of the decision of the principal may be made by the aggrieved person to the Chairman of the Association within five (5) school days of the completion of Step 2. The Association may decide that the claim has no merit and may drop the grievance or it may file the grievance with the Superintendent within seven (7) school days of the receipt of appeal by the Association.

Step 4. If the Association files a grievance with the Superintendent, the Superintendent will meet with the aggrieved person and the Chairman of the Association or his/her designee within seven (7) school days of receipt of the grievance. The Superintendent will submit a written decision, with reasons, to the Association within seven (7) days following the meeting. If the grievance is in the summer, the Superintendent will have ten (10) calendar days to submit the written decision.

Step 5. An appeal by the Association may be made to the Board of Education or its designee(s) within five (5) school days of the completion of Step Four. The Board or its designee(s) will conduct a hearing within fifteen (15) calendar days with the aggrieved person and the Association. The Board will submit a written decision to the aggrieved person and the Association within ten (10) calendar days following the completion of the hearing.

Step 6. An appeal on the decision of the Board may be submitted to arbitration before an impartial arbitrator within twenty (20) days of receipt of the Board's answer. If the parties cannot agree as to the arbitrator within twenty (20) days, both parties agree to follow the procedures established by the American Arbitration Association. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other part. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The decision of the arbitrator shall be binding on the Board, the Association, and the Aggrieved Person. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses, will be borne equally by the Board and the Association.

C. Miscellaneous Provisions

1. A grievance may be withdrawn by the aggrieved person or the Association at any time without prejudice to either party.
2. No reprisals shall be made against the aggrieved person(s) or the Association representative(s).

3. If a grievance is filed near the end of the school year, so that the days at each step would come all or in part after the close of school, the procedure shall continue as if school were in session.
 4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time specified may, however, be extended by mutual agreement.
 5. In the event a grievance arises from the action of the Superintendent or the Board, or involves more than one school, the aggrieved person or Association representative will discuss the matter informally with the superintendent within five (5) days of the claimed violation. If the response of the Superintendent is unsatisfactory, the grievance will be reduced to writing and processed commencing with Step 4 of the grievance procedure.
 6. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.
- D. The following matter shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. Probationary teachers shall have no right to grieve their release or their placement on additional years of probation.
 2. Any claim or complaint for which there is another remedial procedure or form established by law or regulation having the force of law, including any matter subject to the procedure specified in the Teacher Tenure Act (Act 4 of Public Act, Extra Session, of 1937, of Michigan as amended). Except in the case of the release of a tenure teacher, paragraph E below will govern.
- E. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her right hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he/she presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

ARTICLE IV - RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including but without limiting, the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees specifically related to the job.
 2. To hire all employees and, subject to the provisions of law, determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
 3. To establish grades and courses of instructions, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide the course of study and the selection of textbooks.
 5. To determine class schedules, and the duties, responsibilities, and assignments of teachers with respect thereto.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE V - RIGHTS OF THE ASSOCIATION

- A. The Association may use the school mail service and teacher mailboxes for the distribution of Association materials. All items so distributed are to carry the title or letterhead of the Association. The Association assumes full responsibility and

legal liability for the information it distributes. The allowance to so distribute the literature does not imply agreement upon the part of the Board as to content or validity.

- B. The Association shall have the right to post notices of its activities and matters of Association concern on teachers' bulletin boards in the teachers' lounges. All items so posted are to carry the title or letterhead of the Association.
- C. The Board will make available information to the Association to which it is legally entitled. This information includes but is not limited to information needed by the Association to process a grievance and prepare for negotiations. The Board of Education, however, is not required to do any research or incur any cost on behalf of the Association.
- D. The Association shall be allowed a maximum of fifteen (15) days per year of released time for Association business. The request must be made seven (7) days in advance on the Miscellaneous Leave Form. The Association shall reimburse the School District for the cost of (a) substitute teacher(s) after twelve (12) days.
- E. The Association, with permission of the building principal, shall have the right to use school equipment, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall inform the Superintendent of Schools in writing at the end of each month of all materials and supplies used during that month by the Association.
- F. The Association will request, on a form available from the Board, the use of the school building for meetings of the local Association. The Board agrees to approve all reasonable requests submitted at least twenty-four (24) hours in advance of the meeting, and will charge the normal rental fee for said room.

ARTICLE VI - RIGHTS OF THE TEACHER

- A. Teachers shall not be required to transport students.
- B. The Board will provide protection under a liability policy to teachers when they are authorized in writing to drive their own autos to transport students. The policy will supplement the present insurance of the teacher for property damage up to Twenty-five Thousand Dollars (\$25,000) per accident and for bodily injury liability up to Three Hundred Thousand (\$300,000) per accident, subject to normal exclusions.
- C. Each teacher is free to join and participate in the activities of the teacher's organization of his choice.

- D. Teachers shall not be required to sell tickets or take tickets at any school-sponsored event.
- E. Sponsorship of clubs, organizations, and all other activities shall be voluntary.
- F. No teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand shall be subject to the professional grievance procedure as stated in Article III of this Agreement. Adverse evaluation of teacher performance asserted by the Board or representative thereof shall also be subject to professional grievance procedure as stated in Article III of this Agreement. In the case of "failure to re-employ", probationary teachers may only grieve as to whether or not the evaluation procedure set forth in this Agreement was followed, notwithstanding any other provision of this Contract.
- G. No teacher shall be disciplined or reprimanded in the presence of students or other teachers.
- H. A teacher shall have the right to review the contents of his/her personnel file. The teacher may have a representative of the Association accompany him/her at such review. Nothing contained in a teacher's file may be used in an adverse manner against such teacher without the teacher's knowledge. Copies of reprimands placed in the teacher's file shall be given to the teacher.
- I. The assignment of mentoring non-tenured teachers shall be voluntary.

ARTICLE VII - SUPPORT OF TEACHERS

- A. The Board of Education has established a framework of policy within which schools operate. Teachers are required and expected to take appropriate action with pupils to maintain good discipline and pupil control as provided in Board policy. Teachers will receive full support from administrators and the Board of Education in properly discharging these duties.
- B. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by law. (Board policy JGA)
- C. The Board will provide protection to teachers under a liability policy, which will cover legal costs and judgments in case a teacher is sued for occurrences in connection with his/her duties, subject to normal exclusions appearing in such policies. The insurance will provide a Three Hundred Thousand Dollar (\$300,000) coverage for a single occurrence.
- D. A teacher who is injured in the line of duty shall receive compensation and expenses as prescribed by the Workmen's Compensation Law of the State. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed his/her sick leave reserve. Such

reserve shall be charged only for that portion in excess of the compensation payment.

ARTICLE VIII - CERTIFICATION OF TEACHERS

Only persons properly certified by the Michigan Department of Education, as complying with the laws relating to such certification shall be eligible for consideration as regular or part-time teachers under contract.

ARTICLE IX - ASSIGNMENT OF TEACHERS

A. Changes in Assignments

1. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades shall be consulted and given tentative written notice of their schedules for the forthcoming school year by August 1. Changes thereafter will be made only in cases of emergency. Resignation of a teacher in the department (this could result in changes of assignment in other departments), defeat of a millage election, an unexpected drop in enrollment, etc., shall be considered an emergency. All such changes will be voluntary to the extent practicable. Department shall be as defined as:

Art K-12
Music K-12
Library K-12
Physical Education K-12
Special Education (Governed by Certificate)
Elementary K-6
Secondary 7-12 by subject area

2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
3. Teachers may request transfers for the following year on or before March 1 of each school year. Such requests shall be in writing to the Superintendent and may be for positions in the different schools, levels, teaching areas, or specialized positions. Each transfer request will receive consideration for vacancies which occur.

Teachers who have requested transfers will be notified on or before June 1 concerning the disposition of their request. If vacancy occurs after June 1 in a position requested, the teacher will be considered.

B. Itinerant Teachers

1. Itinerant teachers are those who work in more than one (1) school.
2. Itinerant teachers are regular members of the teaching staff and have all rights and privileges to which all teachers are entitled, as well as the provisions of this Agreement.
3. An itinerant teacher is responsible to the building principal during the time the teacher is on duty in the building.
4. Efforts will be made to limit the schedule of itinerant teachers to as few different schools as possible.
5. Teachers who are given teaching assignments between two or more buildings shall be paid a travel allowance of one hundred (\$100.00) dollars per building, per school year. If the teacher assignment does not require the trip each day of the week, the teacher will receive a pro-rated allowance (pro-rated amounts to be computed).
6. Teachers that are teaching in more than one building and have a shortened lunch or prep period will receive one thousand five hundred dollars (\$1,500) for the school year. The one thousand five hundred dollars (\$1,500) will be prorated if the teacher's schedule changes. Pays distributed $\frac{1}{2}$ (\$750.00) on the first pay in December and $\frac{1}{2}$ (\$750.00) on the first pay in June of said contract year.
7. Teachers that have a split assignment between the high School and junior high will be considered full time if they teach at least five (5) of seven (7) periods.

C. Teachers shall not be required to assume the responsibilities of absent teachers except by mutual agreement. The Principal may put students into the library providing he/she gives the teacher in question advance notice.

D. Schedule B Assignments

1. Assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B of the Agreement, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the District.
2. Following the conclusion of an activity, it shall be the responsibility of the assigned administrator to evaluate and review the activity no later than

sixty (60) days following its conclusion or June 30th of the school year. The conclusion of the activity will be determined to be when all events and procedures relating to an activity are completed in accordance with administrative guidelines.

3. An individual who wishes to be considered for extra-curricular assignments may apply for the assignment.
 4. Assignments shall be made when deemed appropriate by the Administration.
 5. If the Board decides to suspend an activity to which a teacher has been assigned, all existing contracts for the activity will be void.
 6. Failure to appoint or to re-appoint a bargaining unit member shall not be the subject of any grievance.
- E. Distance Learning
1. The Huron County Telecommunications Consortium, Distance Learning System, Operating Guidelines, dated February 25, 1999, or the most current guideline, will be followed in all matters dealing with distance learning.

ARTICLE X - TEACHER'S DAY

- A. The Board of Education has the right, except as provided below, to schedule classes, determine their length and content, and assign teacher's duties within a seven and one-half (7 1/2) hour day.
- B.
 1. Teachers shall not be required to teach more than three hundred thirty (330) minutes of active classroom instruction per day.
 2. Teachers shall have a thirty (30) minute duty free lunch period.
 3. All teachers shall have a minimum of fifty-five (55) minutes of preparation time in addition to their thirty (30) minute duty free lunch period. Elementary teachers shall have at least one thirty (30) minute block of planning time per day during the student day. All other time during the workday shall be subject to Article IV. Supervision of students will be limited to an average of forty-five (45) minutes per day, not to exceed fifty-five (55) minutes per day.
 4. A teacher who teaches at the junior high school or high school level shall not teach more than six (6) classes. The classes shall not be less than fifty

(50) minutes nor more than fifty-five (55) minutes in length with the exception of electives which may be shorter.

5. Special Education teachers may request released time for peak periods to assist with IEP's and other special education needs. The Board recognizes this may necessitate providing a substitute for said instructor when the Principal and teacher identify such need may exist.
- C. No regular elementary teacher with tenure will be assigned more than one (1) grade without his or her consent. If an elementary teacher does not consent to an assignment with more than one (1) grade then the teacher with the least seniority may be assigned to the multi-grade (split) classroom. This does not include specialist programs such as art, music, physical education, reading (including the primary class) and special education.
- D. The Board shall comply with all requirements of the State Aid Act or other applicable statutes in order to fulfill the hour and day requirements for pupil instruction.

ARTICLE XI - TEACHERS' MEETINGS

- A. The period immediately after school on Wednesdays shall be reserved for regular building, inter-school departmental, and staff meetings. Whenever possible, at least twenty- four (24) hours in advance notice will be given.
- B. Principals shall schedule committee and departmental meetings at their discretion but shall avoid the last workday of any week. Except in case of emergency, a notice will be given at least twenty-four (24) hours in advance. Departments shall be defined as follows:
 - Individual elementary grade levels
 - Ability groups in elementary math and reading
 - Elementary art
 - Elementary physical education
 - Elementary music
 - Secondary (7-12) subject areas
- C. Teachers shall attend all regularly scheduled building, inter-school departmental, and staff meetings. Attendance at said meetings shall become voluntary after one (1) hour. Each teacher shall be scheduled to attend no more than two (2) meetings per week. In cases where a teacher may be scheduled to attend more than two (2) of said meetings in any week, the teacher shall contact his/her principal to determine which meeting shall be with voluntary attendance.

ARTICLE XII - TEACHING CONDITIONS

A. Class Size

1. Because the pupil-teacher ratio is a variable in the educational process, both parties agree that the class size should be lowered wherever practicable to meet the following maximum standards, subject to the availability of facilities and financial resources as determined by the Board of Education.

a. The number of students stated in the secondary class sizes below shall be an average of all of the classes of that teacher in that subject area. Classes will not exceed a maximum of thirty (30) students. For classes with class size limits over 30, the number of students stated in the class size section will also be the maximum number of students allowed in that class.

b. Elementary

Kindergarten - Second Grade	26
Kindergarten-Second Grade (inclusion room)	23
Third Grade - Sixth Grade	28
Third Grade-Sixth Grade (inclusion room)	25
Physical Education	35
Music	35 (unless a higher number is requested or approved by the teacher)

c. Secondary

English	24	General Business	28
Social Studies	28	Accounting	24
Science	28	Mathematics	28
Language	24	Art	24
Speech	24	*Physical Education	40
Computers	24	Homemaking	24
(a separate work station must be provided for each student)		Vocational Ag.	24
Vocal Music	45	Industrial Tech.	24
(unless a higher number is requested or approved by the teacher)			

*The number of students in the Junior High can be a maximum of 50 students when an aide is hired to assist the teacher.

2. It is agreed by the parties that the above class numbers shall not be applicable to those instances involving certain innovative and/or experimental programs or large-group instruction. Such class numbers will not apply for other special grouping arrangements which may be agreed to by the staff and principal.
3. In the event that a class should reach an enrollment that causes a problem for the teacher, or exceed the above number, the teacher may confer with the principal or immediate supervisor. If no mutually satisfactory solution is found, the teacher may make an appeal to an Appeal Board made up of a building administrator (exclusive of that building), a member appointed by the BAEA, a counselor and an at-large member agreed upon by the BAEA President and the Superintendent.

The Appeal Board shall meet within five (5) school days to determine how to alleviate the situation. The following will be considered as possible alternatives:

- a. Recommending a certified teacher to work with the group on a part-time basis;
 - b. Recommending a teacher aide or clerical person to assist the teacher;
 - c. Transferring students to another section or class;
 - d. Other solutions as may be acceptable to the teacher and the administration.
4. The decision of the Appeal Board shall be sent to the teacher within three (3) school days of its meeting. If the teacher is not satisfied with the decision of the Appeal Board, or if the Appeal Board cannot reach a mutually satisfactory decision, the teacher may make an appeal to the Superintendent within three (3) school days of receipt of the decision. The Superintendent shall hold a meeting within three (3) school days after receiving the appeal if within the above time limit. The decision of the Superintendent shall be sent to the teacher within three (3) school days of the meeting between said teacher and the Superintendent.
 5. If, at this point, the teacher wishes to grieve the class size, the grievance will begin with the teacher appealing to the chairperson of the Association as per Article III, section B, step 3. The Association shall, if it so desires, proceed to step 4 and the rest of the procedure if necessary.

- B. When an IEP is held concerning a student's program and placement for the ensuing year, the following procedure will be followed:

1. Whenever possible, the student's regular classroom teacher for the coming school year should be identified by the supervising principal.
 2. If possible, that teacher should be present and be actively involved in the basic content of that student's educational plan.
 3. If it is not possible to identify said teacher, at least one teacher of the new grade level will be involved in the planning.
- C. The Board shall provide a teacher reference library in each school in the District and include therein all texts which are reasonably requested by the teachers of the school.
- D. The Board agrees to make available in each school typing, duplicating facilities and clerical personnel to aid teachers in the preparation of instructional materials.
- E. The Board shall make available in each school building at least one (1) room furnished which shall be reserved for use as a faculty lounge. Provisions for such facilities will be made in all school buildings constructed during the term of this contract.
- F. Off street parking facilities shall be provided for all teachers' use.
- G. In any instance where weather or other disaster causes the cancellation of classes in the entire District, the teachers likewise shall be dismissed without deductions of salary or leave time. Where classes are cancelled in an individual school after school has started, the teachers may be assigned responsibilities in the area of in-service activities (i.e., visits to other schools, department meetings, curriculum meetings, etc.). Where classes are cancelled in an individual school for the entire day, teachers who work exclusively in that building will not be required to report to work, but may be required to make the day up per school code. Itinerate teachers who work in the building will report only for the times they work in the other building. If the school code requires time to be made up itinerate teachers will be responsible to make up the time. A teacher shall not be required to be in a classroom if the temperature cannot be held at or above 60`F.

ARTICLE XIII - NOTICE OF ABSENCE

- A. Teachers will be informed of the telephone numbers or websites of the current substitute provider they may call or contact prior to 6:30 a.m. to report unavailability for work. If the substitute provider is not reached the teacher must call the building that he/she starts in and leave a message with the building secretary. Once a teacher has reported unavailability, it will be the responsibility of the administration to arrange for a substitute teacher.

- B. The administration shall have the discretion to deny leave with pay if the teacher fails to give proper notice.
- C. It shall be the responsibility of the teacher to have lesson plans to aid the substitute teachers.

ARTICLE XIV - EVALUATION OF TEACHERS

- A. It is understood that the conduct and attitude of an employee in and around the school building will also have an influence on the ultimate recommendations of the immediate supervisor. Within the first thirty (30) days of the school year the teacher shall be made aware of the criteria of evaluation in and around the school building.
- B. The evaluation of the work of all teachers is a responsibility of the administration.
- C. The work performance of all teachers shall be summarized in writing.
- D. Teacher performance shall be evaluated in light of all evidence pertinent to the discharge of the teacher's professional responsibilities and his exercise of professional judgment.
- E. All monitoring or observation of the work performance of a teacher will be conducted openly. An administrator may make numerous observations in the classroom; a minimum of one (1) observation every two years for tenure teachers and a minimum of three (3) observations each year for probationary teachers shall be made for a minimum of thirty (30) consecutive minutes. The principal or his/her designee will hold a conference with the teacher after each such observation within fifteen (15) days. Each conference with the teacher will be an evaluation of all work activities and conduct of the teacher as observed by the administration. Teachers will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their supervisors prior to that time any recommendation is made to the Board of Education.
- F. If the Board of Education determines the service rendered by a tenure teacher is becoming progressively less satisfactory with the passage of time and/or if it is determined at the time of evaluation that such teacher's service, is indeed, unsatisfactory, the following shall apply:
 - 1. His/her administrator shall notify him/her, in writing, that such condition and/or conditions exist and shall enjoin him/her to take the specific, constructive, stated action deemed necessary to improve the quality of service he/she renders to the school district. Such notice with corrective recommendations shall be deemed by the teacher to constitute a just and

fair warning. The President of the Association will be notified by the District whenever a tenure teacher is warned in the manner prescribed by this section.

2. As of the date of the warning, the teacher shall have a maximum of one (1) calendar year to significantly improve the quality of his/her service, or to demonstrate intent to do so. It is expressly understood that compliance with the recommendations made will be considered evidence of such intent.
3. If the conditions deteriorate further during the year, the teacher shall be subject to immediate discharge.
4. If one (1) calendar year passes from the date of notification without improvement in the aspects of service identified as unsatisfactory, this will constitute just cause for demotion or dismissal as provided under the Michigan Tenure Law.
5. The District reserves the right, notwithstanding this section, to dismiss a teacher for just cause as provided under the Michigan Tenure Act.

ARTICLE XV – PROMOTIONS

The Board of Education may post supervisory positions in order that Association members may apply. Qualified Association members will receive consideration for such positions.

ARTICLE XVI – VACANCIES

- A. A vacancy shall be defined as a newly created position, or a teaching position which is unfilled due to resignation, termination, retirement, or long-term leave of absence (paid or unpaid) which is ninety (90) working days or longer. If the school district has any personnel on lay-off who are certified and qualified for the open position, the opening shall not be considered a vacancy until all such personnel on lay-off have been recalled.
- B. All vacancies shall be posted on a designated bulletin board in each building along with a copy of such posting to the Association. Positions as above described shall be posted at least ten (10) school days prior to being filled.
- C. Interested personnel may apply and will receive full consideration for appointment to vacancies.
- D. Applications will be sought from outside the school district.

- E. Vacancies shall be filled on the basis of seniority, certification, qualifications, NCA requirement/guidelines, and State of Michigan requirements/guidelines.
- F. The following procedures shall be in effect when vacancies occur during the summer when the staff is dispersed and unavailable:
 - 1. Teachers who wish to be considered for the positions listed in Item A above shall fill out a “Personnel Preference Form” by May 1st of each school year.
 - 2. Those teachers who have expressed an interest in these vacancies shall be notified by letter mailed to their last known address. (The teacher is responsible for maintaining a current listing of his/her address in the Board of Education Office.)
 - 3. The position will not be filled for ten (10) days after the mailing of the notice.
- G. Should no bargaining unit member make application for a vacant position and it becomes necessary for the Board to make an involuntary transfer to fill the position, the teacher with the least seniority, but who holds certification, qualifications, NCA requirements/guidelines, and State of Michigan requirements/guidelines shall fill the position.
- H. If both parties mutually agree by a Letter of Understanding, the vacancy provision as outlined in Article XVI above, may be reopened to address either parties concerns involving the filling of vacancies.

ARTICLE XVII - PROFESSIONAL IMPROVEMENT

- A. Visiting Day
 - 1. The Superintendent is empowered to grant one (1) visiting day per year to any teacher.
 - 2. Teachers may request a visiting day. Recommendation for granting the visiting day will be made by the school principal.
- B. Professional Conference
 - 1. Moneys will be budgeted annually to reimburse teachers for the costs of transportation, lodging, meals, and substitutes while attending professional conferences.

2. Approvals of conference attendance shall be based on the expected contributions of such attendance to (a) the program of instructional development of the district and (b) the professional growth of the person.
 3. Teachers may request approval for conference attendance. The decisions on requests will be made by the Superintendent.
- C. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences, and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.
- D. Planning for Professional Development programs or curriculum days will be done in conjunction with the Association. Two (2) teachers from each building, appointed by the Association President, will serve on a committee with administrators (4) designated by the Superintendent. The committee will identify those areas which will be most beneficial to facilitate the instructional delivery process through professional development. Such programs will also be developed and implemented to familiarize professional staff with Public Act 25 components and NCA District Accreditation.

ARTICLE XVIII - WORK YEAR

- A. The parties agree that the school calendar shall be attached as Appendix D.

ARTICLE XIX - PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

- A. The Board agrees to deduct from the salaries of teachers dues for the Association when voluntarily authorized in writing by each teacher desirous of having his/her dues deducted.
- B. Individual Continuing Authorization forms shall be furnished by the Association which, when executed and filed with the Business Office, shall continue in effect until changed by the individual teacher. Said changes may be made only at the beginning of the school year or when a change of employment status would make such a change necessary.
- C. Authorizations filed with the Business Office on or before the Friday before the first paycheck of the school year is issued shall become effective with the second paycheck of the school year. An authorization filed after the above date shall become effective with the first paycheck following thirty (30) days after the filing of the authorization.

- D. An employee shall cease to be subject to payroll deduction beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The employee may voluntarily cancel or revoke his/her "Authorization for Deduction" upon written notice to the Board.
- E. Dues shall be deducted in twenty (20) equal installments beginning with the second paycheck of each new school year. Dues deducted from any one (1) check shall be limited to five percent (5%) of the total annual dues.
- F. The Association shall, at least fifteen (15) days prior to the beginning of each school year, give written notification to the Business Office of the amount of its dues. The amounts of the deductions for these dues shall not be subject to change during that entire school year.
- G. For the purpose of this Article, the term "school year" shall mean the twelve (12) month period beginning with the opening of school in the fall of each year.
- H. Dues deducted shall be sent to the Association at the end of each month.
- I. The right to refund to teachers moneys deducted from their salaries under such authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.
- J. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Association as they see fit. Neither party shall exert pressure on or discriminate against an employee in regard to such matters.
- K. The Association, its agent, officers, representatives, and members shall not intimidate or coerce employees to join the Association or to support any Association action or position. It is agreed by both parties that violation of this Article by a teacher is just cause for dismissal.
- L. Except as provided elsewhere herein, all full-time employees in the bargaining unit shall, on the sixtieth (60th) day following the beginning of their employment, or the execution of the Collective Bargaining Agreement, whichever is later, as a condition of employment or of continued employment, either:
 - a. become members of the Association or
 - b. pay to the Association an amount of money equal to one hundred percent (100%) of the Association dues. They shall not be required to pay any special assessments, initiation fees, or any other charge beyond this service charge.

- M. The Association must permit all eligible employees to join the Association.
- N. The Association must allow membership on an equal basis; full participation must be on an equal basis.
- O. As a condition of employment, the Association cannot deny an employee membership or the right to pay the service charge if he/she has tendered or offered to pay.
- P. In the event an employee does not tender his/her payment of dues or service charge directly to the Association, he may execute a written authorization to the Board for deduction from his pay.
- Q. Full-time teachers hired during the school year shall be required, as a condition of employment, within sixty (60) days of hire, to tender (through direct payment or deduction authorization) only a pro rata amount of the membership dues. Such pro-ratum shall be based on a maximum of ten (10) months (school year) and the number of months remaining in the school year. The per check deduction authorized by this section shall be subject to the limits outlined in Section E of this article.
- R. Part-time teachers under contract for the full school year teaching one-half (1/2) or more of the regular load shall pay a pro rata amount of the sums listed in Section L of this Article (i.e., a teacher teaching one-half (1/2) the regular load may become a member of the Association with full rights and privileges of membership by paying or authorizing deductions of fifty percent (50%) of the regular dues or may pay or authorize deduction of fifty percent (50%) of the Association dues.)
- S. If a teacher fails to comply within ten (10) days of said violations, the Association shall notify the teachers of non-compliance by certified mail with return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
- T. If the teacher fails to comply, the Association may file charges in writing with the Board and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
- U. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges and, to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the

- processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.
- V. The local Association will furnish the Board, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues or service charges directly to the local Association. Thereafter, the Association will furnish the Board a monthly list of all changes.
- W. If any court of competent jurisdiction or administrative agency holds that an Agency Shop clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State law, or if the State legislature enacts a law forbidding the Agency Shop clause, or any part thereof (which this Section does not conform to or with), this Article shall be null and void and the Association shall reimburse all employees who have been required to pay either dues-fees or service charge, provided such employees must request the Association for reimbursement within thirty (30) days of such court, agency, or legislative decision or action.
- X. As a condition of the effectiveness of this Section, the Association agrees to indemnify and save the Board, each individual School Board member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

ARTICLE XX - UNPAID LEAVES OF ABSENCE

A. Military Service Leaves

Leaves of absence for military service without pay will be granted to personnel whether drafted, enlisted, or assigned to active duty when a member of the active reserves. Years in the military service will not be credited as probationary time in qualifying for tenure status. Full experience increment credit will be granted for military leave time.

B. Service in Public Office Leaves

Leaves of absence without pay for the purpose of campaigning for or serving in public office may be granted up to one (1) year renewable at the discretion of the Board when requested by the tenure teacher. The leaves shall be for a period of not less than one (1) semester nor more than three (3) years. The teacher may return to his position or a similar position provided the teacher informs the Board of his/her intent to return prior to April 1 of the year preceding the school year that he/she plans to return.

C. Public Service Leave

The Board may grant a leave of absence up to two (2) years without pay to any teacher who requests it to serve in the Peace Corps or any other educational public service. After return from such leave, the teacher will be granted full increment credit for the time spent in such service. The teacher may return to his/her position or a similar position provided the teacher informs the Board of his/her intent to return prior to April 1 of the year preceding the school year in which he/she plans to return.

D. Sabbatical Leave

Sabbatical leave of absence without pay shall be granted, on request, for one (1) year to a tenure teacher. This leave shall be subject to the laws of the state of Michigan and shall be without payment of fringe benefits. After return from such leave, teacher's accumulated sick leave days will be reinstated. Not more than two (2) staff members shall be granted sabbatical leave during the same school year and priority shall be determined by the date of the request for said leave. The teacher may return to his/her position or a similar position provided the teacher informs the Board of his/her intent to return prior to April 1 of the year preceding the school year that he/she plans to return.

E. Child Care Leave

Teachers shall be granted a leave of absence without pay and without fringe benefits for the purpose of child care. Said leave shall be available for the care of an infant or a seriously ill minor child and shall be granted upon the teacher's request for the balance of the present semester or school year, or for the balance of the school year plus the next semester up to a total of one year. A teacher shall, whenever possible, give notice of intent to use such leave at least thirty (30) days in advance thereof. Such notice shall indicate the anticipated beginning and ending dates of the leave. Teachers whose child care leaves expire no later than the end of the school year in which said leave was granted shall be returned to the same or a similar position. In instances where such a leave extends into the next school year, such teachers shall be returned to the first available position for which they are qualified and certified. In the event of the death of the object child, a teacher on child care leave requesting early termination of said leave shall be returned to the first available vacancy for which they are certified and qualified. A teacher's request for extension of a child care leave beyond the limits contained herein may be granted at the discretion of the Board.

F. Miscellaneous Leaves

1. A teacher who has exhausted all sick leave may be granted up to three (3) days of unpaid leave for emergency situations or personal illness or illness

in the immediate family. Approval of such leave shall be at the discretion of the Superintendent. If said leave is granted for any of the above reasons, Board paid benefits will be granted for said days at the full daily rate of the cost of such benefit. Following the exhaustion of these days, the teacher may request up to an additional year of unpaid leave after presentation of a doctor's statement. Such leave shall be without fringe benefits. Upon a teacher's request, said leave may be extended at the discretion of the Board.

2. Leaves of absence without pay may be authorized by the Board for study or travel if recommended by the Superintendent. A teacher must be a tenure teacher to be eligible for such leaves. Leaves shall be for one (1) year and are renewable annually to a maximum of three (3) years at the discretion of the Board.
3. A teacher may return to his/her position or a similar position provided the teacher informs the Board of his/her intent to return prior to April 1 of the year preceding the school year that he/she plans to return.
4. Other leaves of absence without pay or fringe benefits may be granted at the discretion of the Superintendent or the Board.
5. Each September the Board will furnish each teacher a statement showing the daily cost of fringe benefits according to the current rates.

G. Family & Medical Leave

1. A leave of absence not to exceed twelve (12) weeks shall be granted to any bargaining unit member for any of the following purposes:
 - a) the birth, or placement for adoption or foster care, of a child;
 - b) a serious health condition of a family member;
 - c) the bargaining unit member's own serious health condition; and
 - d) the care of a child under age 18.
2. Whenever practicable, the bargaining unit member will provide the Employer at least thirty (30) calendar days written notice of the request for the leave. The request will include the reason for the leave, the expected beginning date and the expected ending date. The bargaining unit member will use any available paid sick and personal leave days during the leave, except he/she may retain up to two (2) days in the individual's sick leave bank.
3. A Family and Medical Leave may be taken on an intermittent basis following discussion with the Superintendent and with the written agreement of the Superintendent.

4. The Employer shall continue all health insurance benefits during a Family and Medical Leave.
5. For the purpose of a Family and Medical Leave, a child is defined as the biological, adopted, or foster child, step-child, legal ward or individual under 18 for whom the bargaining unit member serves in loco parentis. A family member is defined as a child, spouse, parent, parent-in-law, step-parent, grandparent, an individual over 18 who is incapable of self-care because of a physical or mental disability for whom the bargaining unit member stands in loco parentis.
6. A pregnant bargaining unit member may commence Family and Medical Leave pursuant to this Article before or after the birth of her child at her option.
7. Whenever the Board requests medical verification from the bargaining unit member, he/she shall provide it as soon as possible.

ARTICLE XXI - PAID LEAVES OF ABSENCE

A. Sick Leave

Ten (10) days per year sick leave is granted, cumulative to one hundred (100) days. Sick leave will be granted for personal or immediate family illness, injury, disability, or quarantine. Immediate family have been interpreted to include father, mother, grandparents, brother, sister, wife, husband, child, parent-in-law, or any member of the family or household who has clearly stood in the same relationship with the employee as any of these above listed. All unused sick leave days in excess of ninety (90) days shall be returned to the teacher at the end of the current school year on the basis of thirty-six (\$36.00) dollars per day. A teacher retiring under MPSERS from the Bad Axe Schools will receive a one-time payout of \$20.00 per day for any remaining sick leave credited to the teacher on the last day of employment, unless the teacher notifies the Board prior to February 15th of the year the teacher retires. If the Board is notified prior to February 15th, the payout for sick days remaining on the last day of employment will be forty (\$40.00) dollars per day. A teacher who has not submitted a letter of retirement by February 15th of the year in which the retirement would be effective but experiences a serious medical situation which makes them unable to perform their job between February 15th and prior to the start of the school year shall be eligible for the forty (\$40.00) dollars per day upon written verification by a licensed medical practitioner who is certified and qualified to render said medical evaluation.

B. Emergency Leave - Death in Family

Employees will be granted up to three (3) days leave for a death in the immediate family, except in case of death of father, mother, spouse, or child the employee may have up to five (5) days leave with two (2) days to be deducted from Sick Leave. This leave will be non-cumulative. The immediate family is interpreted as noted above, with the addition of brother-in-law, sister-in-law, and grandchildren. One (1) day leave will be granted for aunts, uncles, nieces, nephews, or for such others as may be approved by the Superintendent of Schools. This may be extended at the discretion of the Superintendent.

C. Personal Business Leave

1. Each teacher shall receive two (2) days to be used for the teacher's personal business. Teachers have the option of using one of their sick days as a third personal business day. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day shall notify the Superintendent in writing on the form provided at least one (1) week in advance, except in cases of emergency.
2. A leave day shall not be granted for the day preceding or the day following holidays or vacation and for the first and last days of the school year except in cases of an emergency.
3. Not more than six (6) teachers may be granted leave for the same day. The date a leave request is received in the Superintendent's office shall determine priority for leave with pay. A seventh person may be granted leave under this provision at the discretion of the superintendent.
4. Teachers who do not use their personal leave day shall be reimbursed one hundred twenty-five dollars (\$125.00) at the close of the school year. If one personal day is used, the remaining day will be reimbursed at the rate of thirty-five dollars (\$35.00) at the close of the school year. Half days remaining at the end of the school year will be prorated accordingly.
5. Teachers may elect to have any unused personal business day(s) converted to sick leave days. Teachers shall be responsible to request the roll-over of their personal business days to sick leave days to the board designee as determined by the Administration. This shall be done by the close of business on May 15th.

D. Emergency Business Leave

1. If a teacher has already used three (3) of his/her personal business leave days as defined in Section C of this Article, he/she may apply for an emergency business leave day. The teacher may personally discuss the

reasons such a day is needed with the Superintendent or he/she may reduce the reasons to writing at the teacher's discretion. If granted, the emergency business leave day will be deducted from the teacher's allocation of sick leave.

2. A maximum of two (2) emergency business leave days may be used per year and shall be deducted from the teacher's sick leave when used.
3. An application for an emergency business leave must be submitted in writing to the Superintendent at least one (1) week in advance (except in the event of an emergency when a shorter notice may be acceptable). Reasons for such leave shall be given as per (D) (1) above.
4. Not more than three (3) teachers will be granted emergency business leave for the same day.

E. Leaves for Professional Reasons & Other Reasons

Leaves of absence for professional reasons may be authorized by the Superintendent provided that there will be substantial benefit to the School District deriving from the professional activities. Remuneration received by the teacher for the activity shall be deducted from any salary entitlement and leaves shall not exceed one (1) week except in extreme extenuating circumstances. Other leaves may be granted at the discretion of the Superintendent or the Board.

F. Jury Duty Leaves

Teachers called for jury duty during work hours shall inform the Superintendent of such notice the first working day after it is received. A bargaining unit member required to serve during work hours shall be required to remit to the Board all compensation received of the court for his/her service as a juror.

G. Leaves Resulting From A Court Subpoena

Individuals subpoenaed to give testimony in child abuse/neglect/custodial cases concerning the teacher's current or former students will be granted leave. Such leave will not be deducted from any other type of leave. Bargaining unit members will inform the superintendent of such subpoena as soon as it is received. A bargaining unit member required to testify shall be required to remit to the Board all compensation received from the court for his/her service as a witness.

H. Teachers who do not teach a full year or a full teacher load will receive a pro-rated paid leave benefit.

ARTICLE XXII - PROFESSIONAL COMPENSATION

- A. The Basic salaries of the teachers covered by this Agreement are set forth in Appendices A and B, which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
1. Teacher may be given up to ten (10) years credit on the Salary Schedule for previous teaching experience, which may include four (4) years of related non-teaching experience at the discretion of the Superintendent. This credit may only be given upon initial employment and is not retroactive.
 2. Teachers who were employed under contract by the Bad Axe Public School District or another school district on a part-time basis and taught at least one-half (1/2) the normal teaching load during the full school year shall receive credit for one (1) year of teaching on the salary schedule. Teachers requesting credit under this provision shall furnish written proof of past employment. This section shall not be applied to present employees in a manner that would reduce experience previously accepted and recognized by the Board of Education in placing them on the Salary Schedule.
 3. Teachers who were employed under contract by the BadAxePublic School District or by another school district on a full-time basis and taught one (1) semester or more during the school year shall receive credit for one (1) year of teaching on the Salary Schedule. Teachers requesting credit under this provision shall furnish written proof of past employment. This section shall not be applied to present employees in a manner that would reduce experience previously accepted and recognized by the Board in placing them on the Salary Schedule.
 4. One (1) or two (2) years of teaching experience shall be allowed for one (1) or two (2) years of service in the armed services. Military experience of less than one (1) year or more than two (2) years will not receive experience credit.
- B. The hours beyond the bachelors or masters degree shall be construed as semester hours of credit earned from an accredited institution by North Central Association after having completed requirements for the respective degree and having valid provisional or life certification from the State Board of Education. Hours completed prior to September 1 shall receive credit in the current year. Hours completed after September 1 shall receive credit in the next contract year. It shall be the responsibility of the teacher to submit proof of his/her hours by November 1. The hours may be either graduate or undergraduate and may have been earned prior or subsequent to employment by the Board. Such hours must average B or better. Undergraduate hours must be approved by the Board or its

designated representative. All hours appearing on the transcript will be averaged to determine the final average.

- C. Services of an extra-curricular or co-curricular nature shall be on an individually contracted basis between the teacher performing the services and the Board. No such contract shall exceed a duration of one (1) year. Wages to be paid for teachers' services shall be set forth in Appendix "B". No teacher shall have tenure in position for extra-curricular or co-curricular duties, including summer school, adult education, and driver training. Such services shall be subject to annual review and evaluation.
- D. Teachers shall be paid every two (2) weeks by direct deposit to the bank or credit union of their choice in either twenty-one (21) or twenty-six (26) pays at the discretion of the teacher. Each teacher will inform the Business Administrator of his/her choice during the first week of school. Excluding summer vacation, if the scheduled pay day falls on a no-school day, teachers will be paid on the last day when school is in session preceding the no-school period.
- E. The computation of a teacher's daily wage will be based on the days scheduled for that year being divided into the salary of the teacher.
- F. Each teacher shall supply the Bad Axe Board of Education with a transcript of credits of all college work for which any salary is claimed.
- G. Teachers who are vocationally certified and teach state approved and reimbursed vocational courses shall be paid an additional one hundred dollars (\$100) per year.

ARTICLE XXIII - NEGOTIATION PROCEDURE

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Negotiations will be undertaken for an agreement covering the 2014-2015 school year no later than the first week in May, 2014.

- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE XXIV - CONTRACTUAL WORK

- A. The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Association nor to discriminate against any of its members, nor shall it result in the reduction of the present work force nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.

ARTICLE XXV - LAYOFF AND RECALL PROCEDURE

- A. Layoff means removal from the payroll with no employment rights other than the retention of seniority status and recall rights as noted below. If, because of reduction in student population, changes in curriculum, or deficit financial conditions, it becomes necessary to reduce staff, the following layoff-recall procedures shall prevail:

1. All non-tenure teachers will be laid off first; however, the district will retain non-tenure teachers when no tenure teachers are available or qualified for the position.
2. Tenure teachers in the inverse order of their seniority/certification within the BadAxeSchool District shall be the layoff order.

A teacher must have the appropriate certification to teach at a given level within a K-12 department.

- B. In affecting a layoff, the Board of Education shall establish its curriculum needs. Then the number and nature of the positions required will be established. Then 1 and 2 above shall be put into effect. All requests for Article XXI leaves which will provide an assignment for a teacher scheduled for layoff shall be granted prior to June 1st.
- C. A tenured teacher notified of a layoff may request a change in department. If such teacher is not fully certified and qualified for a position in another department that is assigned to a lesser seniority teacher, the laid off teacher may elect to demonstrate to the Superintendent, no later than ten (10) days after

- notification of layoffs, that the laid off teacher can become fully certified and qualified for the other position prior to the beginning of the next school year. Such teacher must provide proof no later than July 1 that he/she is in fact fulfilling the necessary requirements to become certified and qualified for the position being held by the lesser seniority employee prior to the beginning of the coming school year. Teachers failing to fully qualify within the time limits shall be laid off without any recourse to the grievance procedure. Certification and Qualifications shall be as set forth in Article XVI of this Agreement.
- D. An involuntary transfer to another department will enable the employee to carry his/her district wide seniority into that department for purposes of department seniority.
- E. Rehiring will be in inverse order to layoff. Teachers to be rehired will be notified by certified mail or telegram at their permanent address on file with the Board. It is the responsibility of the teacher to keep this address current.
- F. Eligibility for recall will terminate if a teacher:
1. Resigns, or
 2. Fails to respond as directed in a recall notice within 14 calendar days, or
 3. Is laid off for FIVE (5) consecutive years, or
 4. Is not available on the designated day for re-employment.
- G. Following the ratification of this Agreement and each year thereafter, the Association shall prepare a seniority/certification list. The seniority/certification list shall be provided to the Board. The list shall be relied upon by the Administration for all purposes. The certification/seniority will be determined according to Association bylaws.

ARTICLE XXVI - MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- F. Teachers who, from time to time, may be required to use their personal vehicle will be reimbursed at the current allowed tax deductible IRS rate per mile, unless a school vehicle is used.
- G. The Board will pay for required fingerprinting as required for employment with the Bad Axe Public Schools. The board will choose the fingerprinting provider.

ARTICLE XXVII - HEALTH INSURANCE COVERAGE

- A. The Board will, upon written application, provide the following insurance coverage to the teacher. (Teachers may elect Plan A or Plan B).
 - Health Insurance (Major Medical / HealthPlus premium ONLY – all other components fully funded by district) 80/20 – all 3 yrs:
 - BAEA member contribution will begin the first pay period in the 2011-2012 school yr (first pay dated Sept 2011). Amount will be prorated to reflect contributions over 21 pay periods in even increments equal to 10 of 12 months of base health insurance premium, currently HealthPlus, (single, 2 person, or full family) for the first yr of agreement and full annual amount (12 of 12 months) calculation for the remaining two years evenly spread over 21 pay periods beginning with first pay period of the Sept of each corresponding school yr. (Ex – Premium totals from July 1, 2012 – June 30, 2013 would be rated in 21 equal payments beginning with the first pay of Sept 2012).
 - BAEA member pays 20% of health insurance premium
 - District pays 80% of health insurance premium

- Option for Plan B – benefits remain same (Life raised to \$48,000) – EXCEPT Cash value currently at \$6,582 will be reduced by 20% (reduced by \$1316). New cash value of Plan B will be \$5266.
- If a law is passed that mandates higher BAEA member contribution, mandated contribution would supersede 20% beginning the first July 1 after the law is passed.

Plan A	Plan B
<p>HealthPlus Insurance (HPI) PPO High Deductible Health Plan 3C with riders: F 6 Dependent child (25), QY0000 (prescription drugs), CHIR2G (Chiropractic Services), PRV2G (Private duty Nursing). Additional riders as included by HealthPlus. Board pays the high deductible. The board will set the level of the high deductible HRA. Savings as a result of the deductible not being met will stay with the Board.</p> <p>\$0 co-pay on prescriptions \$0 co-pay on office visits</p>	
<p>Self insured coverage equal to the Delta Dental auto +008 (1500 ortho) Class I and II – 1500 Max.</p>	Same dental as Plan A
<p>Self insured equal to the MESSA VSP-III+</p>	Same Vision coverage as Plan A
<p>\$48,000 w/AD & D</p>	\$48,000 Life w/AD&D
<p>LTD 70%, \$4000 Max 90 Calendar days - straight wait Pre-existing condition waiver Freeze on Offsets Alcoholism/Drug - same as any other illness Mental/Nervous - same as any other illness</p>	<p>Same LTD (In addition, those electing Plan B will receive \$5266 to be applied to the selection of a cash option according to the appropriate IRC regulation.)</p>

The Bad Axe Board of Education and the Bad Axe Education Association reserve the right to review and solicit bids for competing health, dental, life insurance, long term disability, and vision carriers annually during the term of this

Agreement. The Board and/or the association must submit in writing their intent to have the insurance plans distributed to vendors for bid(s). If there are any changes to the initial insurance coverage, the Association and the Board must approve the changes in advance of the bid document(s) being distributed to potential vendors. The competing bids shall be limited to bids equal to or better than the initial HealthPlus Plan and equal to or better than the initial dental, life insurance, long term disability, and vision plans. The Board and Association reserve the right to review the returned bids for twenty (20) days before making the decision. Both the board and the Association must mutually approve the bid(s) before making the change to a new insurance coverage plan. If either the board or the association rejects the bid(s), the current coverage plan as set forth above shall remain in effect.

- B. Teachers who do not teach a full year or a full teaching load shall receive a pro-rated insurance benefit. Teachers who teach a full year but less than a full load shall receive full dental coverage.
- C. The Board has authorized participation of its employees, as provided under Michigan Public Act 248 of Public Acts of 1963, and Internal Revenue Code Section 403-B, in a Tax Sheltered Annuity Plan. Each employee shall have a choice of eligible companies. The Board will act as a purchasing agent for such plan to the extent authorized by the employee in writing.
- D. All insurance provisions shall be subject to approval by the insurance carriers and subject to any restriction imposed by the insurance carriers.
- E. New employees, or any employee who becomes eligible for an increased benefit due to a negotiated change in coverage, shall meet the "at work requirements" of said program before they shall become eligible for such coverage.
- F. TEFRA AGE EMPLOYEES PLAN ELECTION

Bargaining unit members eligible for Medicare benefits on and after January 1, 1983 must notify the Board of Education in writing, of their primary plan election. Teachers may either elect Medicare or the school- provided plan as their plan of choice in accordance with TEFRA provisions. Also, as provided by TEFRA, the employer shall, at least 30 days prior to the month the employee reaches age 65, notify the affected employee in writing of their choices with the attainment of age 65, in accordance with the Act.

- 1. To the extent permitted by law premiums for Medicare supplement and Medicare part B premium shall be paid on behalf of the employee or spouse eligible for Medicare. Should the current law and/or administrative regulations be changed, this paragraph shall be subject to immediate bargaining at the request of either party.

2. The Board of Education will not be liable for any penalty against the employee by the insurance carrier as a result of his/her election. *Note below.

*Employees with Medicare eligible spouses and/or dependents are responsible for enrolling them in both Medicare parts A and B or any penalties accruing due to delays in said enrollment under supplementary Medicare insurance programs.

- G. Changes in family status shall be reported by the employee to the personnel office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- H. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
- I. Employees (teachers) who have Board-provided term life insurance, as provided through the health insurance plan, have a 30 day conversion right upon termination of employment. Any employee (teacher) electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 30 days of their last day of employment.

ARTICLE XXVIII - STRIKE PROHIBITION

The Association agrees that neither it nor any of the employees in the bargaining unit will participate in, authorize, assist, or support any strike or slow-down, sanction, work stoppage of any kind including "mass" sickness or any concerted or group activity which has the effect of withholding in full or in part any services during the term of this Agreement. Further, in the event of any violation the Board may take appropriate disciplinary action.

ARTICLE XXIX - JOINT CURRICULUM COUNCIL

Upon the call of the Superintendent, three (3) representatives of the Bad Axe Education Association will meet with the Superintendent and other representatives designated by him/her to meet to discuss curriculum.

ARTICLE XXX - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2011, and shall continue in effect until August 18, 2014. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOR THE BAD AXE
BOARD OF EDUCATION

FOR THE BAD AXE EDUCATION
ASSOCIATION/MEA/NEA

President/Board Representative

Bad Axe EA President

Superintendent

MEA UniServ Director

Date _____

Date _____

APPENDIX A - SALARY SCHEDULE

2011-2014

- A.1. This schedule will apply to all teachers employed before the 2008-2009 school year.
 - Salary:
 - 0 % --- 2011-2014 – all 3 yrs
 - Up to 1 % off schedule for each yr 2012-2013 & 2013-2014 provided following:
 - Using the final per pupil funding (including any and all prorations) amount for the school year 2011-2012 as the base value for calculation.
 - Per pupil funding (including any and all prorations) that exceeds the final base value (2011-2012 yr) will be calculated by taking 50% of the \$ value that exceeds the 11-12 per pupil funding and applying it as an “off-schedule” pay increase for the current year up to a maximum of 1% equivalency. (off schedule ‘bonus’).
 - Calculated ‘off schedule’ payment would be issued on the 21st pay of the school year.
 - EXAMPLE –
 - If 2011-2012 final per pupil funding is \$7000, then if 2012-2013 final per pupil funding is \$7100 (\$100 increase), half of the increase amount (\$50) multiplied by the # of students for that year would be earned as an ‘off-schedule’ increase with a maximum increase of 1% possible. The 1% would be calculated based on the salary schedule – BUT would not be added to said schedule and payment would be issued as ‘off-schedule’. The following yr salary schedule would be same and the same calculation method used based on the salary schedule – BUT not added too.

STEP	BA/BS	BA/BS + 20	BA/BS +30	MA/MS or BA/BS +40	MA/MS + 15	MA/MS + 30	ED SPECIAL
0	36002	37339	38105	39144	39912	40769	41633
1	39100	40508	41335	42430	43244	44151	45014
2	40421	41843	43179	43761	44583	45484	46354
3	41832	43271	44090	45207	46018	46928	47794
4	43357	44818	45635	46757	47574	48474	49359
5	44454	46657	47484	48613	48793	50348	51216
6	47242	48736	49550	50701	51524	52442	53309
7	49470	50988	51811	52973	53789	54715	55590
8	51872	53416	54235	55414	56236	57164	58042
9	55609	57169	58002	59203	60032	60966	61851
10	59320	61512	61873	63107	63917	64863	65747

A.2. This schedule will apply to all new teachers starting in the 2008-2009 school year or thereafter.

STEP	BA/BS	BA/BS + 20	BA/BS +30	MA/MS or BA/BS +40	MA/MS + 15	MA/MS + 30	ED SPECIAL
0	36002	37339	38105	39144	39912	40769	41633
1	38335	39756	40482	41538	42313	43180	44045
2	40667	42173	42858	43932	44714	45589	46457
3	42999	44589	45235	46326	47114	47999	48869
4	45331	47006	47611	48719	49515	50409	51281
5	47663	49423	49988	51113	51916	52819	53693
6	49995	51840	52364	53507	54317	55229	56104
7	52327	54257	54741	55900	56718	57639	58516
8	54659	56674	57118	58294	59118	60049	60928
9	56988	59095	59496	60713	61516	62453	63335
10	59320	61512	61873	63107	63917	64863	65747
Per Step	2332	2417	2377	2394	2401	2410	2412

Teachers completing more than eleven (11) years of service in the Bad Axe Schools shall annually have a longevity salary payment added to their base salary as provided below:

Longevity	2011-2012	2012-2013	2013-2014
After 11-15 yrs. of service	\$0	\$500	\$1000
After 16-20 yrs. of service	\$0	\$625	\$1250
After 21-25 yrs. of service	\$0	\$800	\$1600
After 26+ yrs. of service	\$0	\$1000	\$2000

- Steps, rails, longevity
 - 2011-2012 – years of service and seniority earned. NO steps, rails, or longevity. FREEZE on steps and rails; longevity NOT paid for this yr.
 - 2012-2013 – years of service and seniority earned. 50 % of step, rail, and/or longevity value paid. In the case of steps - ½ step and/or rail is earned.
 - 2013-2014 - years of service and seniority earned. Steps, rails, and/or longevity earned and paid. In the case of steps - 1 ½ steps are earned.
 - Ex – steps – if on step 4 in 2010-2011:
 - 2011-2012 school year -- frozen at ‘step 4’
 - 2012-2013 school year – paid and earned ½ step increment (step 4 ½)
 - 2013-2014 school year – paid and earned 1 ½ step increment (step 6)
 - 2014-2015 school year and beyond – Steps, rails and longevity credit and pay normal as per established contract.

APPENDIX B - SCHEDULE B - EXTRA CURRICULAR ACTIVITIES

- A. Percentages are based on Step 1 of the BA/BS Salary ScheduleA. 1.
- B. Where more than one step is given, the Schedule B employee will be paid based on how many years experience they have in the extra curricular area. The experience can be at Bad Axe or at another school district. In athletics, the experience for high school coaches will be based on how many years the coach has been a paid coach at the 7th grade level or higher. For 5th grade through 6th grade, the coaching experience will be based on any level of athletics at a school that was a paid position.

If the Board decides to suspend/end an activity to which a bargaining unit member has been assigned or accepted, due to lack of student interest prior to the activities normal conclusion, the pay for that activity shall be prorated. Any non-bargaining unit member who volunteers for a Schedule B position has no right to any of the provisions of the Master Agreement.

- C. Any division of function or salary must be by mutual agreement between the Association and School District.

<u>POSITION</u>	<u>EXPERIENCE STEPS</u>		
Football-Head Coach	11%	11.5%	12%
Football-Assistant Coach	7%	7.5%	8%
Football-Junior Varsity Coach	6%	6.5%	7%
Football-Assistant Jr. Varsity	5%	5.5%	6%
Football-Assistant Freshman Coach	4%	4.5%	5%
Football-Jr. High Coach	4%	4.5%	5%
Basketball-Boys Varsity Coach	11%	11.5%	12%
Basketball-Boys Assistant Varsity	6%	6.5%	7%
Basketball-Boys Junior Varsity Coach	6%	6.5%	7%
Basketball-Boys Freshman Coach	4.5%	5%	5.5%
Basketball-Boys 8th Grade Coach	4%	4.5%	5%
Basketball-Boys 7th Grade Coach	4%	4.5%	5%
Basketball Boys 5 th Grade Coach	2%	2.5%	3%
Basketball Boys 6 th Grade Coach	2%	2.5%	3%
Basketball Girls 5 th Grade Coach	2%	2.5%	3%
Basketball Girls 6 th Grade Coach	2%	2.5%	3%
Basketball-Girls Varsity Coach	11%	11.5%	12%
Basketball-Girls Assistant Varsity	6%	6.5%	7%
Basketball-Girls Junior Varsity Coach	6%	6.5%	7%
Basketball-Girls Freshman	4.5%	5%	5.5%
Basketball-Girls 8th Grade Coach	4%	4.5%	5%
Basketball-Girls 7th Grade Coach	4%	4.5%	5%
Soccer-Boys Head Coach	8.5%	9%	9.5%
Soccer-Girls Head Coach	8.5%	9%	9.5%
Soccer-Assistant	5%	5.5%	6%
Baseball-Head Coach	8.5%	9%	9.5%
Baseball-Junior Varsity Coach	5%	5.5%	6%
Baseball-Assistant Varsity	2.5%	3%	3.5%
Softball-Head Coach	8.5%	9%	9.5%
Softball-Junior Varsity Coach	5%	5.5%	6%

Softball-Assistant Varsity	2.5%	3%	3.5%
Wrestling-Head Coach	8.5%	9%	9.5%
Wrestling-Assistant Coach	5%	5.5%	6%
Wrestling-Junior High	3%	3.5%	4%
Wrestling K-6 Coach	2%	2.5%	3%
Cross Country-Head Coach (Boys & Girls)	5.5%	6%	6.5%
Cross Country-Junior High Coach (Boys & Girls)	3%	3.5%	4%
Track-Head Coach (Boys & Girls)	8%	8.5%	9%
Track-Assistant Coach (2 Assistants)	5%	5.5%	6%
Track-Junior High Coach (Boys)	3.5%	4%	4.5%
Track-Junior High Coach (Girls)	3.5%	4%	4.5%
Golf-Head Coach	4.5%	5%	5.5%
Tennis-Head Coach (Boys)	5%	5.5%	6%
Tennis-Assistant Coach (Boys)	3%	3.5%	4%
Tennis-Head Coach (Girls)	5%	5.5%	6%
Tennis-Assistant Coach (Girls)	3%	3.5%	4%
Volleyball-Head Coach	11%	11.5%	12%
Volleyball-Junior Varsity Coach	6%	6.5%	7%
Volleyball-Assistant Varsity	6%	6.5%	7%
Volleyball-Freshman	4.5%	5%	5.5%
Volleyball-8 th Grade	3%	3.5%	4%
Volleyball-7 th Grade	3%	3.5%	4%
Volleyball-5 th /6 th Grade Coach	2.5%	3%	3.5%
Cheerleaders-Varsity Coach (Football)	3.25%	3.5%	3.75%
Cheerleaders-Varsity Coach (Basketball)	3.75%	4%	4.25%
Cheerleaders-Junior Varsity (Football)	2%	2.5%	3%
Cheerleaders-Junior Varsity (Basketball)	2.5%	3%	3.5%
Cheerleaders-Junior High School Coach (Full Year)	2.5%	3%	3.5%
Cheerleaders-Competitive Cheer	4%	4.5%	5%
Quiz Bowl Coach	3%	3.5%	4%
Quiz Bowl-Jr. High Coach	2%	2.5%	2.5%
Academic Track (one person)	2%	2.5%	3%
Forensics-Head Coach	6%	6.5%	7%
Forensics-Assistant Coach	3%	3.5%	4%
Debate-Head Coach	5%	5.5%	6%
Debate-Assistant or Junior Varsity Coach	2%	2.5%	3%

Play Director - One Act Contest	3%	3.5%	4%
Play Director - Three Act	5%	5.5%	6%
Play Director - Assistant for 2 or 3 act only - assignment may be stage construction, music, or general assistant	1.75%	2%	2.5%
Musical Director	7%	7.5%	8%
Musical Director-H.S. Assistant	4%	4.5%	5%
Musical Director-Junior High School	2%	2.5%	3%
Musical Accompanist	1.5%	1.5%	1.5%
Choreographer	1%	1%	1%
Vocal Music-6-12	7%	7.5%	8%
Vocal Music-Assistant 6-12	.5%	.75%	1%
Vocal Music-Elementary (2 performances per bldg per yr)	1.5%	1.5%	1.5%
Marching & Band Director-5-12	11%	12%	13%
Band Director-Assistant 5-12	3%	3.5%	4%
High School Band –Percussion(Full season)	2.5%	2.5%	2.5%
High School Band Section Leaders (up to five)	.5%	.5%	.5%
High School Band-Color Guard	4.5%	5%	5.5%
Band Director-5-12-Summer	.5% per day		
* 5 days maximum (6 or more days have to be approved by the Superintendent in advance)			
Band Director-Assistant 5-12-Summer	.5% per day		
* 5 days maximum (6 or more days have to be approved by the Superintendent in advance)			
Band-Jazz (if done outside of school day)	2%	2%	2%
Choir-Madrigals	2%	2.5%	3%
Musical-Orchestra Director	1%	1%	1%
Musical-Stage Manager	1%	1%	1%
Industrial Arts Competition	2%	2%	2%
Science Olympiad Director (per building)	1%	1%	1%
Student Council-Junior High – Sr. High	2.5%	3%	3.5%
Mentoring	\$500		
Dept. Heads Grades 6 through 12	2%	2%	2%
(Science, Social Studies, Language Arts, Math, Special Education)			
Dept. Heads Grades K through 5	2%	2%	2%
(Science, Social Studies, Language Arts, Math)			
Agriculture-Summer	.5% per day		
Library-Summer	.5% per day		
(days have to be approved by the Superintendent in advance)			
F.F.A. Sponsor	1.5%	2%	2.5%
F.H.A. Sponsor	1.5%	2%	2.5%
Annual Director-If not done by the print media class	5%	5.5%	6%
If Annual is done by Print Media Class, instructor will get	2%		

The Schedule B employee shall receive payment at next regular pay after the request is received at the Board of Education Office and subject to the Schedule B employee having completed all assigned responsibilities.

- H. If new Schedule B positions are created for activities which have previously been offered in the district, the administrator overseeing that program will make a recommendation as to the appropriate experience placement for any district personnel appointed to that position. The final placement is within the discretion of the Board.
- I. Salary and duties may be divided between two or more individuals according to a prearranged agreement. Percent of salary assigned to each individual shall be based on the number of years of experience at Bad Axe with this activity regardless of assignment.

APPENDIX C - SUBSTITUTE TEACHER SALARIES

- A. Teachers under individual contract for the School District who substitute for another teacher will be paid \$22.00 for a full class period.
- B. Teachers may, at their option, bank credit for substituting in lieu of payment in (A) above. An accumulation of seven (7) class periods of credit, seven (7) clock hours in the case of elementary teachers, will earn the teacher one (1) additional personal day. It is understood that only one (1) additional day may be earned in any given school year.
- C. In the event that not enough hours are banked to earn a day or there is no need for an additional day by the end of the school year, the teacher shall receive payment for appropriate number of hours no later than June 30 of that year.
- D. Teachers shall not be required to leave their assigned classroom position to substitute for another teacher. If a teacher, for example, Title I, is required to substitute for a classroom teacher, they will be compensated at the rate of a substitute teacher's pay as well as their regular pay.

APPENDIX D - CALENDAR

The school calendar shall include no more than one hundred eighty (180) total student days and no more than one hundred eighty-four (184) teachers work days. If the District needs to add more days to meet an increase in the State of Michigan requirements, up to twenty (20) additional hours may be added as needed for compliance at no additional cost to the School District.

Dates and hours are to be worked out by the Bad Axe Education Association and the Board.

** On noon dismissals: Green Elementary, Intermediate, and Junior High buildings are dismissed at 11:35 AM. High school dismissed at 11:20 AM All teachers dismissed at 11:45 AM.

- A. Parent-Teacher Conference and Special Activities:
 - 1. Two half days will be scheduled for extra conference time for Kindergarten Parent-Teacher Conferences.
 - 2. The Board shall have the discretion to schedule one 2 1/2 hour evening session for either open house or in service, providing that they also schedule a comparable amount of release time for the staff on the last afternoon of the week in which the evening session is scheduled. No such evening session shall be scheduled for the last day of the work week. The Association and the teachers shall be notified a minimum of 15 working days prior to the scheduled changes.

SNOW DAY LANGUAGE

- A. Scheduled days of student instruction which are not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, will be rescheduled to ensure that there are a minimum requisite number of days as defined by the State Aid Act.
- B. If additional days must be re-scheduled, the following procedure shall be in effect:
 - 1. The parties agree to meet in an effort to mutually agree on when any make-up days should occur. In the event they are unable to agree, the days will be added on the end of the calendar set up in the Master Agreement.
 - 2. It is understood and agreed that, in the event the rescheduling of the days at the end of the school year interferes with a teachers' scheduled return to school to upgrade his or her skills, the teacher may use his/her personal leave or sick leave or at his/her discretion, apply for unpaid leave time to cover any lost time. It shall be the responsibility of the teacher to supply adequate proof that he/she will be in actual attendance at college on the days that were rescheduled.
 - 3. Should the provisions of the state law (State Aid Act) be rescinded, the above provisions shall be considered null and void and the provisions and

practices in existence prior to this agreement shall be reinstated, to the extent permitted by law.

4. If the number of days allowed prior to requiring rescheduling should be modified, the number of days missed that need not be rescheduled shall be changed to comply with said modification.
5. Teachers who receive twenty-one (21) pays shall receive their 21st payment on their scheduled pay day or within 2 days of the last day of the school year whichever date is later.

APPENDIX E

The Bad Axe Public Schools, and the Bad Axe Education Association agree that the Bad Axe Public Schools in no way waives the right to assert any relief or advantage granted to any other school district or districts in any decision or MERC or the courts concerning the issue of a regional bargaining agent which includes more than one district.

APPENDIX F - PART-TIME EMPLOYEES

Pro-ration of pay and work day for all part-time employees shall be based on the average minutes per day as follows:

Teaching Time	Percent of Pay	Length of Day
287 - 330	100%	450
269 - 286	85%	387
253 - 268	80%	366
236 - 252	75%	345
220 - 235	70%	324
210 - 219	65%	303
189 - 209	60%	282
171 - 188	55%	261
156 - 170	50%	240
139 - 155	45%	219
121 - 138	40%	198
106 - 120	35%	177
89 - 105	30%	156
73 - 88	25%	135
57 - 72	20%	114
39 - 56	15%	93
30 - 38	10%	72

All time listed include a thirty (30) minute lunch period. If it can be arranged, a schedule will be developed for part-time teachers which makes the lunch period optional.

LETTER OF UNDERSTANDING - INCLUSION

Between the
Bad Axe Board of Education
And the
Bad Axe Education Association

Realizing that inclusion is an effective educational tool for all children, the parties agree that appropriate staff is necessary to ensure that all students can benefit from the concept of inclusion. It is hereby agreed between the Bad Axe Board of Education and the Bad Axe Education Association that the number of inclusion students in Bad Axe Public School classrooms must be monitored closely. When it is determined that the number of inclusion students in a classroom may negatively impact the instructional process for all students, the following process will be implemented.

1. The inclusion teacher and building principal must meet to evaluate the situation. If it is determined that additional staffing is necessary to facilitate an optimal environment for learning, a recommendation shall be presented to the Superintendent.
2. The Superintendent will evaluate the recommendation and may conference with the teacher and/or the principal. The Superintendent may determine that additional staffing is necessary based upon the teacher-principal recommendation. It shall be the Superintendent's prerogative to determine if additional staffing will be through aides or certified personnel.
3. Every effort will be made to ensure that staffing is appropriate so as not to compromise the intent of the inclusion concept. The principal must notify the Superintendent at any point during the school year when the number of special needs students is determined by the principal to be negatively impacting the learning environment and/or when that number reaches five (5) in one classroom. The Superintendent may then confer with the teacher and the principal to determine whether or not additional adult help is needed to provide for an environment of optimal instruction.
4. The Association and the Board agree to closely monitor the inclusion program in a proactive manner.

Board of Education _____ Date _____

Bad Axe Education Association _____ Date _____

LETTER OF UNDERSTANDING – HIRE DATE SENIORITY

By and Between
Bad Axe Education Association
and
Bad Axe Board of Education

It is hereby agreed the following language shall be used in determining seniority.

Bargaining unit member hired before 02 June 2002 shall have the first day of work as a hire date for purposes of seniority calculations. This portion of the list will be verified by both the BAEA and the Bad Axe Board of Education and then submitted as the approved finalized list for all future references. These dates will be final and any changes will require approval from BAEA and the Board of Education.*

Bargaining unit member hired from 02 June 2002 to 01 September 2005 will use the date of Board of Education approval for purposes of seniority calculations. These dates will be agreed upon by BAEA and the Board of Education and a final list will be verified and approved for all future seniority determinations.*

Bargaining unit member hires after 01 September 2005 shall be provided a Letter of Intent by the superintendent that will record the date and time of the position offer and subsequent acceptance. This Letter of Intent will then serve as the time and date for determining seniority calculations (i.e. person X signs and submits letter as 12 May 2006 @ 2:11 PM AND person Y signs and submits letter as 12 May 2006 @ 4:56 PM – person X would have more seniority than person Y). The superintendent will immediately supply the BAEA President with a copy of the original Letter of Intent for seniority list verification.

*In the event that two or more members have an exact hire date (AND equal seniority) a mathematically random occurrence method will be used to determine seniority (i.e. draw straws, cut cards). Predetermined values such as alphabetizing, social security numbers, etc. will NOT be used.

For the Board of Education _____ Date _____

For the Bad Axe Education Assoc. _____ Date _____

LETTER OF UNDERSTANDING – SCHEDULE B

By and Between
Bad Axe Education Association
and
Bad Axe Board of Education

It is hereby agreed and understood that BAEA and the Bad Axe Board of Education agree to the following terms regarding the reinstatement of Schedule B Programs cut by the Bad Axe Board in May 2011.

BAEA agrees to allow the Board of Education to reinstate any and/or all Schedule B activities that were cut by the Board on May 23, 2011 with the following provisions:

1. The board will not be required to re-post coaching/advisor positions as “vacancies” for the 2011-2012 school year.
2. For vacancy and hiring purposes it is understood that the coach/advisor prior to the announced cut will be the “current” coach/advisor.
3. Allow all reinstated coaching/advisor positions that were held by non-bargaining unit members to perform position at a compensation less than (including none) the negotiated Schedule B Master Agreement amount.
4. For purposes of public identification, the district may refer to non-bargaining unit member Schedule B offerings coached/advised by a non-bargaining unit member as “Club Activities” for the duration of this agreement.

The Board of Education agrees to:

1. Pay all bargaining unit members who hold said coaching/advisor positions based on current Schedule B Master Agreement provisions.
2. Grant “first right of refusal” to all bargaining unit members that held said positions in the 2010-2011 school year.
3. Offer all Schedule B activities that were/are held by existing bargaining unit members if student participation meets amount criteria for said offering. The funding (cost to execute program: coach/advisor compensation, equipment, etc) for bargaining unit member assignments under this agreement will be the responsibility of the district and not be used as a reason for not offering the activity.
4. All Schedule B activities that have previously existed and are listed in the BAEA contract will not be considered “Club Activities” and fall under the provisions of

the Master Agreement except as outlined in this agreement. These returning activities are defined as “Reinstated Schedule B activities” for future considerations after the expiration of the agreement.

“Cut” activities defined as: Any Schedule B activity eliminated by the Board of Education at the May 23, 2011 school board meeting.

All other Master Agreement contractual provisions not addressed within this agreement are binding. This agreement does not set a “past practice” for future considerations and expires in whole at the conclusion of the 2011-2012 school year. Future considerations regarding these reinstated level activities will revert back to the Master Agreement between BAEA and the Board of Education at the conclusion of the 2011-2012 school year.

For the Board of Education _____ Date _____

For the Bad Axe Education Assoc. _____ Date _____

LETTER OF UNDERSTANDING – CLASS SIZE

By and Between
Bad Axe Education Association
and
Bad Axe Board of Education

It is hereby agreed and understood that BAEA and the Bad Axe Board of Education agree to the following terms regarding contractual “Class Sizes” per Article XII – Teaching Conditions”. The following class size criteria will be used for the duration of one (1) school year (2011-2012) and expire at the conclusion of the last student day in June, 2012.

- BAEA agrees to allow the Board of Education to increase class sizes, exceeding contract maximums, as outlined below:

Secondary (9-12) classes increase from “current contractual maximums to 2011-2012 maximums” as outlined below:

Classes contractually at 24 to 32.

Classes contractually at 28 to 34.

Social Studies 9-12 (history, government & economics) – maximum 50.

Elementary PE and vocal music – maximum of 2 (two) same grade level classes.

Paraprofessionals available to help with class loads larger than contractual maximums.

- The Board of Education agrees to:

Acknowledge the importance of small class sizes in the learning process and student success outcomes; and attempt to lower class sizes whenever possible and/or practical.

All other Master Agreement contractual provisions not addressed within this agreement are binding. This Agreement does not set a “past practice” for future considerations and expires in whole at the conclusion of the 2011-2012 school year. Future considerations regarding class sizes will revert back to the Master Agreement between BAEA and the board of Education at the conclusion of the 2011-2012 school year.

For the Board of Education _____ Date _____

For the Bad Axe Education Assoc. _____ Date _____

LETTER OF UNDERSTANDING – RETIRED & TEACHING (R.A.T.)

By and Between
Bad Axe Education Association
And
Bad Axe Board of Education

It is hereby agreed and understood that BAEA and the Bad Axe Board of Education agree to the following terms regarding “R.A.T. – Retired and Teaching” assignments. The following R.A.T. criteria will be used for the duration of the 2011-2012 school year and expire at the conclusion of the last student day in June, 2012.

*By agreement between the district and BAEA – teachers accepting the 2011 separation incentive may return to an association position for a maximum of “1/3” of their final average compensation (as determined by State Retirement Office) for up to a maximum of “1/2” (3/7 teaching position) teaching assignment. The teacher is removed from the BAEA seniority list, has no contractual rights of the master Agreement, pays MEA dues prorated to teaching assignment, and is limited to one (1) year of employment in an association position (2011-2012 school year). Any employment in an association position beyond the one (1) school (2011-2012) year would require agreement by both the district and BAEA. Future considerations of potential additional assignments will be contingent upon the assignment not causing current BAEA members to **pose(should have been “lose”)** partial or full time employment in a bargaining unit position (i.e. causing lay-off), prevent a BAEA member from lay-off recall, and/or any other detrimental effect to a current BAEA member.*

All other Master Agreement contractual provisions not addressed within this agreement are binding. This agreement does not set a “past practice” for future considerations and expires in whole at the conclusion of the 2011-2012 school year. Future considerations regarding R.A.T. assignments will revert back to the Master Agreement between BAEA and the Board of Education at the conclusion of the 2011-2012 school year.

For the Board of Education _____ Date _____

For the Bad Axe Education Assoc. _____ Date _____