

Master Agreement

BALDWIN COMMUNITY SCHOOLS

AND THE

BALDWIN EDUCATION ASSOCIATION

August 1, 2012 – July 31, 2013

TABLE OF CONTENTS

TABLE OF CONTENTS1

PREAMBLE.....3

ARTICLE 1 RECOGNITION.....3

ARTICLE 2 ASSOCIATION AND TEACHER RIGHTS4

ARTICLE 3 ASSOCIATION AND TEACHER RESPONSIBILITIES6

ARTICLE 4 PROFESSIONAL STANDARDS.....7

ARTICLE 5 TEACHING CONDITIONS.....8

ARTICLE 6 CLASS SIZE9

ARTICLE 7 TEACHING HOURS11

ARTICLE 8 PROTECTION OF TEACHERS.....12

ARTICLE 9 QUALIFICATION13

ARTICLE 10 SENIORITY14

ARTICLE 11 COMPENSABLE LEAVE.....14

ARTICLE 12 LEAVES OF ABSENCE.....17

ARTICLE 13 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS.....19

ARTICLE 14 COMPENSATION20

ARTICLE 15 FRINGE BENEFITS.....22

ARTICLE 16 GRIEVANCE PROCEDURE25

ARTICLE 17 CONTINUITY OF OPERATIONS28

ARTICLE 18 RIGHTS OF THE DISTRICT29

ARTICLE 19 SCHOOL IMPROVEMENT PLANS.....29

ARTICLE 20 MISCELLANEOUS PROVISIONS30
ARTICLE 21 WAIVER30
ARTICLE 22 DURATION OF AGREEMENT30
APPENDIX A SALARY SCHEDULE 2012-201332
APPENDIX B EXTRA DUTY PAYMENT SCHEDULE.....33
APPENDIX C 2012-2013 CALENDAR.....35
ATTACHMENTS:
APPENDIX D GRIEVANCE REPORT FORM36

PREAMBLE

This Agreement is entered into this **Fifth day of September, 2012** by and between the Baldwin Community Schools Board of Education, 525 Fourth Street, Baldwin, Michigan 49304-9525, hereinafter called the “**District**”, and the Baldwin Education Association MEA/NEA, hereinafter called the “**Association**”. The signatories shall be the sole parties to the Agreement.

WHEREAS, the District and the Association have a statutory obligation, pursuant to the Michigan Employment Relations Act, to bargain with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE 1 RECOGNITION

- A. The District hereby recognizes the Association as the exclusive bargaining agent for those employees included in the unit as set forth in the paragraph below. The term “teacher” when used herein shall refer to all employees in the bargaining unit represented by the Association. The term “District” when used herein shall refer to the Board of Education of the Baldwin Community Schools, its administrative agents and supervisory personnel within the meaning of Public Act 379.
- B. The following teacher personnel who hold valid contracts with the Baldwin Community Schools comprise the bargaining unit: Pre K-12 classroom teachers, vocational education teachers, guidance counselors, developmental reading and math teachers, special education teachers, librarians, regular part-time classroom teachers, school social workers, alternative education teachers, but excluding substitute teachers, adult education teachers, ISS teachers, RTC non-certified staff, supervisory, and administrative personnel as well as any other certified or non-certified personnel employed by the District in a non-teaching position.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Revised School Code. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. The District agrees that neither they nor their agents shall attempt to initiate any exceptions to this Agreement, except through the Association’s duly authorized negotiating team. All communications regarding such an exception will be sent to the Association’s Executive Board.
- E. Individual teacher contracts are expressly subordinated to the terms of the Master Agreement and Board Policy/Guidelines to the extent of any conflict or inconsistency between the two (2) documents.

- F. If any provision of the Master Agreement or any application of the Master Agreement to any teacher or group of teachers shall be found contrary to law, then such provisions or applications shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. Subsequent Master Agreement:
1. Negotiations leading to a new Master Agreement shall commence not less than one hundred fifty calendar days prior to the expiration of this Master Agreement.
 2. Neither party shall have any control over the selection of negotiation representatives of the other party and each party may select its representatives from within or outside of the school.
 3. It is recognized that no final agreement between the parties may be executed without ratification of a majority of the Board and by a majority of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
 4. The final Master Agreement agreed to by the negotiations parties shall be distributed to all teachers at no cost to the teacher or Association. A copy shall be provided each teacher hired during the life of the contract.
 5. Copies of the ratified and signed Master Agreement shall be distributed to all teachers within sixty (60) calendar days of the signing.

ARTICLE 2 ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Employment Relations Act, the District hereby agrees that every teacher employed by the District shall have the right to freely join, not join, maintain or terminate his/her membership in the Association for the purpose of engaging in collective bargaining or negotiations. The District agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of rights conferred by the Michigan Employment Relations Act, or other Laws of Michigan or the Constitution of Michigan and/or the United States; that it will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment.
- B. Association activities will in no way interfere with classroom or preparation time. Association meetings or announcements will be permitted only before or after the end of the teacher's working day. The Association shall have free access to the in-school mailboxes as a means of communication.
- C. Other Rights

1. The Association shall have the right to use Internet, and E-mail free of charge within the boundaries of the District's Acceptable Use Policy. The Association shall also have the right to use building facilities free of charge for meetings after regular working hours when a regular operation staff is on duty. Such use must be scheduled through the building administrator. When special custodial service is required, the District will charge the Association for actual costs involved. The BEA agrees that the use of this service is at its own risk and is not subject to the grievance procedure, and moreover no District services or property will be used in violation of the Campaign Finance Act.
 2. Duly authorized officials of the Association shall be permitted to transact official business on school premises, provided such permission is received from the building principal. Such permission will be granted if it does not interfere with or interrupt normal school operations as determined by the building principal.
 3. The Association may post its official notices on one (1) bulletin board in each teachers' lounge. No libelous material shall be posted on the bulletin boards.
 4. The Association may use District typewriters, calculators, duplicating machines, audio-visual equipment and amplifying equipment, District computers, including Internet and E-mail usage; provided, however, all such equipment is not in use for educational or community purposes as determined by the building principal. The Association agrees to pay the cost of any materials or supplies used and to indemnify the District from any damage or cost of repair arising out of the Association's use. No District equipment will be used in violation of the Campaign Finance Act.
 5. All of the foregoing are granted solely to the Association and shall not be utilized by any other teacher organization as contemplated by the Michigan Employment Relations Act.
- D. The District agrees to provide the Association within five (5) days, in response to written requests to the Superintendent, with such public information as is available concerning the financial resources of the District and information related to the bargaining unit as may be necessary to assist the Association to bargain collectively with the District with respect to wages, hours and other terms and conditions of employment. The Association agrees that it may be required to provide assistance in compilation of some of the data. Original records shall be examined only at the office where they are kept. The Association will pay the actual cost of producing the data.
- E. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in, or association with the activities of any employee organization. The Baldwin Community Schools is an Equal Opportunity Employer.
- F. Upon appointment with the Superintendent of Schools, and as provided in the Employee Right to Know Law, a teacher will be given access to his/her own personnel file to review any document (except confidential letters of recommendation) prepared by the teacher, college transcripts, progress evaluation forms prepared by the principal or supervisor and other miscellaneous documents. An Association representative may be present at the teacher's

option. Such records will be made available in the Superintendent's Office and shall not be removed from said office.

G. Academic Freedom:

1. Within the guidelines of the approved curriculum, it is agreed that an atmosphere of academic freedom be maintained.
2. Teachers will be allowed reasonable latitude in the presentation of ideas to students, considering student maturity and the exercise of professional discretion by the teacher. All matters, materials, and methods of presentation must conform to Board of Education policy and the terms of this Agreement.

H. Personal Lives:

The private and personal lives of faculty members are generally not within the appropriate concern of the District or administration. However, where it is proven that the teacher's private or personal life impacts upon the teacher's performance of his/her classroom duties or otherwise adversely affects the reputation and operation of the schools, such matters become a legitimate area of District concern. This paragraph shall not apply to discipline or discharge of a teacher who is subject to the Teachers Tenure Act, which is wholly within the purview of the District..

- I. The District and Association recognize that the responsibility of evaluating students lies with the teachers. In the event a student is retained/promoted at the request of his/her parent or guardian contrary to the teacher's recommendation, such action will be permanently noted in the teacher's personnel file.

**ARTICLE 3
ASSOCIATION AND TEACHER RESPONSIBILITIES**

- A. Teachers shall be in the classroom for the days contracted. Unexcused absences are seriously regarded and any unexcused absence will minimally result in an entry to that effect in the teacher's personnel file and a loss of pay for that day, with notice thereof to the teacher involved. The teacher shall have the right to enter in writing, any answers or objections to such notice. Any such answers will be attached to the notice and placed in the teacher's personnel file.
- B. Immediately upon determining that he/she will not return for the following school year, the teacher will file notice of such intent with the Superintendent of Schools. Resignations must be presented to the Superintendent not later than July 1 when a teacher does not intend to return for the following school year.
- C. If any testing for communicable diseases is required by law, all teachers shall be tested for the purpose of determining that they are free of those communicable diseases. This testing shall be without cost to the teacher, provided that any such costs which are covered by the health

insurance coverage provided by Article 16-A of this Agreement shall be submitted to the health insurance carrier for payment.

- D. Any bargaining unit member with 15 or more years of service to the district, who submits an unconditional written resignation to the District on or before 4:00 pm on the first Friday in February of the contract year, shall be entitled to receive payment in the amount of \$2,000. The payment shall be subject to the following:
1. Resignations of qualified bargaining unit members submitted after 4:00 pm on said Friday, shall entitle the resigning bargaining unit member to payment of \$1,000 if the unconditional written resignation is received on or before 4:00 P.M. on the first Friday after April 15th of the contract year.
 2. Resignations of qualified bargaining unit members submitted after 4:00 pm on the first Friday after April 15th of the contract year shall not entitle the resigning bargaining unit member to any payment under the provisions of this agreement.
 3. Payment of the above specified amounts (minus employee FICA, tax withholding and other legally required deductions) shall be made to eligible bargaining unit members as part of their paycheck within 30 days of receipt of the letter of resignation.
 4. Resignations submitted under this provision, must be signed by the teacher, signify the date on which the resignation is submitted, and designate the effective date of resignation as the last teacher work day of the current contract school year, unless the teacher is physically unable to complete the year and resigns earlier.

ARTICLE 4 PROFESSIONAL STANDARDS

- A. Teachers are required to maintain their professional certification(s) by earning the number of credits, in the allotted time frame, required by Michigan Teacher Certification laws.
- B. Teachers are expected to work in cooperation with the District to earn and maintain appropriate “Highly Qualified Status” as defined in NCLB standards, for grade levels and subjects they are assigned to teach.

ARTICLE 5 TEACHING CONDITIONS

- A. General Conditions:

1. Telephone facilities shall be available in the school offices for teachers for their reasonable school business use. Personal long distance calls shall be made only in emergencies and shall be charged to the teacher's home telephone number; or, if the teacher does not have a phone, the call shall be recorded on a form available in the office. Personal calls charged to the school must be paid for within ten (10) days of notification of charges.
2. The District will provide ventilated lounges and restrooms for the use of adult staff in each building. Lounges shall be designated for employees use only. Students shall not be permitted in such lounges.
3. The District will provide a designated off-street parking area exclusively for teachers and other school employees.
4. At the request of the Association to the Superintendent, a soft drink machine may be installed in any teachers lounge provided there is no cost to the school.
5. The District shall provide attendance books, plan books, paper, pens, pencils, white-board markers, erasers, and other consumable materials required for the performance of the teacher's daily routine provided the teacher submits a requisition by June 1 of the preceding school year. Teachers are responsible for their own reasonable use of the consumable materials.
6. Texts, library facilities, reference materials, maps, globes, laboratory equipment, audio visual equipment, A-V materials and supplies, art supplies, athletic equipment, current periodicals, and other tools of the teaching profession will be made available to the extent possible within budget restrictions. The District will consult with teachers involved in the selection of curriculum materials.
7. Instructional materials reflecting the multi-ethnic nature of our society shall be utilized wherever possible.
8. The teachers of home economics, industrial arts, band, and the libraries shall be provided with the written status of their department budget each month.

B. Teaching Assignments:

1. In recognition of Federal Law, The No Child Left Behind Act of 2001 (NCLB), and in recognition that it is in the best interests of the District and the teachers to qualify as many of the district's teachers as possible for "Highly Qualified" designation, there will be established by the District, on its own or acting with partners, the option for teachers, who meet necessary conditions (minor), to qualify for that designation with Michigan's High Objective Uniform State Standard of Evaluation (portfolio).
2. Teachers shall be notified, in writing, of their tentative assignment for the forthcoming school year by June 1. A copy of the tentative Master Schedule shall be mailed to the teachers in the secondary school by July 15.

3. Teachers with multiple building assignments shall have one (1) primary supervisor determined by the majority of their teaching assignment. If the assignment of a teacher is equally split the Superintendent shall determine the primary supervisor. Whenever the expectations or duties from the two supervisors are in conflict, the expectations and duties determined by the primary supervisor shall take precedence. Lesson plans of said teachers must be turned in to the primary supervisor.
 4. All teachers are to have weekly lesson plans turned in to their primary supervisor every Friday during the school year. Said lesson plans are to be for the following week of school.
- C. Records day, as set by the calendar(s) in this agreement, is primarily for the purpose of allowing teachers to fulfill the end-of-semester tasks associated with classroom instruction.

**ARTICLE 6
CLASS SIZE**

A. Parties agree that class size or daily pupil limit will not exceed the following:

1. Class Size - Elementary

a. Pre-School	18
b. Developmental Kindergarten & Transitional First	24
c. Grades K-1	35
d. Grades 2-3	26
e. Grades 4 and above	28
f. Split Grades	24
g. Band	60
h. Vocal Music	2 class sections
i. Physical Education (K-3)	1 class section
Physical Education (4 and above)	2 class sections not to exceed 45
j. Art	1 class section

2. Class Size - High School and Middle School:

English, math, social studies, foreign language, science, and any other classes not listed below: 168 students maximum per day and no more than 30 students per hour.

a. Voc. Ed. Business Tech	22
b. Vocal Music	50
c. Band	80
d. Physical Education	40
e. Drafting	22
f. Industrial Arts	24

g.	Art	25
h.	Home Economics	25
i.	Pre-Voc Auto-Welding	24
j.	Voc. Ed. Auto-Welding (2 hour block)	22
k.	Special Education	State guidelines
l.	Computer Science	No more than two (2) students per computer

- Students will be distributed equally among the various classes to which a teacher is assigned to the extent possible.

B. Overloads:

- In the event that it is not possible to limit class size or maximum daily pupil limit to the agreed maximums, class size overloads of 1-4 students per classroom may be allowed if a tutor or paraprofessional is assigned. In grades 7-12 a tutor or paraprofessional will be assigned to the teacher for the class period with the 1-4 student overload. In elementary, if a classroom teacher has an overload, a tutor or paraprofessional will be assigned for a minimum of 1/3 of the instructional day to each classroom section where the 1-4 student overload occurs.
- In the event that circumstances occur that prevent the overload remedies identified in paragraph 1 (above) the following alternative remedy for overloads shall be followed. Teachers will be paid \$1 per hour, per pupil listed on the class roster, regardless of absenteeism, for the first two (2) pupils over the maximum and \$3 per hour, per pupil for any number of students beyond two (2) students over the maximum for classes above the maximums.
- Overloads of more than four (4) pupils will not be permitted in elementary classes.
- Overloads of more than four (4) pupils per hour above the maximums or sixteen (16) pupils per day above the daily pupil limit, will not be permitted in the middle school and high school classes.

- In the case of team teaching, class size maximums will be proportionately increased with no penalty payment due unless size exceeds the proportionate figures.

**ARTICLE 7
TEACHING HOURS**

- The teacher's normal working hours in the Baldwin Community Schools shall be as follows:

1. Teachers shall be required to devote sufficient time in school to fulfill their professional teaching assignments and other related responsibilities. It is agreed that due to differences in operating times in various buildings, the Building Principal shall establish the time of the teacher's work day, not to exceed 7 $\frac{3}{4}$ hours per day.
 2. Any teacher who is required to return to school after normal working hours to participate in, supervise, or sponsor a school-related activity, may leave school at the same time as the students on the day of the activity.
- B. Each teacher's daily schedule shall include at least one (1) period for conference and preparation. It is understood that each teacher's conference and preparation period shall be commensurate with the length of one (1) instructional period in the secondary schools and that if elementary teachers have a minimum of 5 conference and preparation periods per week of at least forty (40) consecutive minutes, this requirement is met. If a teacher's preparation time is taken by IEPs, or other administrator-mandated meetings or emergencies more than thirty (30) times per school year, the teacher shall be compensated for the excess at the rate identified in Article 15-F.
- C. A regular full-time secondary teaching assignment shall include one period of not less than fifty (50) minutes preparation time per day. Supervision assignments such as lunch room duty or study hall may be included in a teacher's schedule in lieu of a teaching period. When the library is scheduled to be open for student use, the librarian will not be assigned a study hall in the library.
- D. Teachers shall have a duty free, uninterrupted lunch period of thirty (30) minutes. In addition, teachers shall have a total of five (5) minutes passing time which can be used before and/or after the lunch period.
- E. Teachers shall be required to attend one (1) scheduled building meeting per month and may be required to attend one (1) additional meeting per month at the discretion of the building principal. Teachers shall be provided with an agenda forty-eight (48) hours prior to each meeting, except in cases of emergency. Teacher's meetings shall not exceed minutes, except by mutual agreement of the respective building administrator(s) and building representative(s) of the Association.
- F. Teachers will attend one (1) Open House per year. Teachers will be required to attend three (3) Parent-Teacher Conferences per year. The District will determine the dates. Evening Parent-Teacher Conferences will be scheduled for no more than a two (2) hour block of time. None of these activities will be held on consecutive weeks.
- G. There shall be one (1) daily elementary recess period of fifteen (15) minutes duration. Teachers who are assigned to supervise a recess period shall be compensated at 25% of the teacher sub-rate (Article 15-F).
- H. Supervision of the breakfast or lunch program may be included in lieu of commensurate teaching time or the teacher will be compensated at 25% of the teacher sub-rate per daily

breakfast supervision and 50% of the teacher sub-rate per daily lunch supervision as defined in Article 15 (F).

- I. It is understood by the District and the Association that, at this time, the District believes it is offering student instruction hours in sufficient numbers so as to satisfy the current state requirements for full funding during the entire life of this agreement. It is also understood by the parties that should the State increase the number of required student instruction hours during the life of the agreement, those increased hours will be implemented within the agreed upon calendars.

ARTICLE 8 PROTECTION OF TEACHERS

- A. The District recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom in accordance with established District policies and building procedures. Furthermore, all reasonable support shall include protection from liability from students and/or parents in cases of student misuse of the District's electronic resources. Each teacher, however, bears the primary responsibility for maintaining proper control and discipline. In exercising his/her responsibility, the teacher shall assure that all disciplinary actions and methods invoked are reasonable and just and in accordance with the policies and procedures referenced above.
- B. All district policies are available on the school's website. Whenever changes or additions to school policies are approved by the Board of Education, the president of the association shall be notified in writing of the policy numbers and changes or additions made to policies which affect any teacher or the teaching staff generally.
- C. Temporary suspensions of students from school may be imposed by a Principal or his/her assistant or teacher designated by him/her in writing under the Safe Schools Act (PA 102, 103, 104). If an administrator has not been appointed, the Principal shall designate, in writing, one (1) teacher in each building who shall have the authority to temporarily suspend students immediately in the absence of the Principal or his/her assistant. The Principal or his/her assistant and the teacher shall cooperatively endeavor to achieve correction of student behavior through whatever avenues are reasonably available. Any such action must be in keeping with State and Federal law. The District agrees that it will maintain errors and omission and general liability insurance which will include as insured persons under the terms of the policy any teacher acting as the principal's designee in such a role.
- D. A teacher may exclude a pupil from the classroom temporarily when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student intolerable. In such cases, the teacher will furnish the Principal or his/her assistant, as promptly as his/her teaching obligations will allow, with full particulars of the incident. A student temporarily excluded from class under this provision will not be returned during the same school day to the class, subject, or activity from which

he/she was excluded without the concurrence of the classroom teacher and the building principal. Any such action must be in keeping with State and Federal law.

- E. Upon a teacher's request, a student excluded from class under 8-D (above), may be returned pending a conference within two (2) weeks between the student, teacher, parent/guardian, and Principal or Assistant Principal. Teachers and Principals will work cooperatively in resolving discipline problems which disrupt classroom operation. Teachers and Principals will work together with the RTC (Responsible Thinking Classroom) supervisor, and parents or guardians of students who have been removed from class for significant disruptive behavior and to establish a behavior plan that deters future misbehavior.
- F. Any teacher who is absent because of injury inflicted by a Baldwin Community Schools' student or his/her parent or legal guardian as a result of employment-related activity and entitled to Worker's Compensation shall receive from the District the difference between his/her net weekly income and the amount to which he/she is entitled under provisions of the Worker's Compensation Laws for a period up to ten (10) weeks. Beyond ten (10) weeks, such differential payments would be charged against compensable leave on a pro-rata basis, at the teacher's option.
- G. The District will reimburse teachers the current value of any clothing or other personal property destroyed or damaged in the course of his/her employment unless such loss is due to teacher negligence, covered by insurance, or reimbursement is obtained from other sources. Reimbursement of amounts above \$5.00 and up to \$250.00 per occurrence will be paid.
- H. Additionally, the District may grant and require an extension of the probationary period as permitted by the provisions of the Michigan Teacher Tenure Act and such action by the District shall not constitute any discipline

**ARTICLE 9
QUALIFICATION**

- A. "Qualified" shall be defined as:

Elementary	Michigan Teaching Certification for grade level Highly Qualified status where required
Middle School & High School	Michigan Teaching Certification for grade and subject area plus Highly Qualified Status where required

**ARTICLE 10
SENIORITY**

- A. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Seniority shall continue to accrue during the time spent on layoff or a leave of absence. The District shall prepare and present to the Association a current seniority list of bargaining unit members prior to November 15 of each year. Teachers shall have until January 15 to make any protest as to the accuracy of the information contained on the seniority list. Absent any objections by any teacher or the Association, the list prepared by the District will be regarded as conclusive. Accompanying the name of each teacher on the list shall be the date of last hire as well as each teacher's certification and qualification status as defined in Article 10. Teachers who are transferred to a supervisory or executive position within the District shall retain such seniority as was accrued while a member of the bargaining unit should they leave the supervisory or executive position and return to the bargaining unit.
- B. Teachers are required to deliver to the Superintendent written notice of changes in their certification, academic majors/minors, or teaching experience within the last five (5) years.

**ARTICLE 11
COMPENSABLE LEAVE**

- A. At the beginning of the school year, each teacher shall be credited with eleven (11) Sick and three (3) Personal days of Compensable Leave. This benefit will be prorated for teachers hired after the beginning of the school year according to appropriate percentages associated with the hiring date. This benefit will be prorated in the same manner as described above for teachers whose employment is terminated prior to the end of the school year.
- B. Each teacher shall be entitled to an accumulation of the unused portion of each year's compensable leave which shall be available to him/her in future years. Teachers shall be given written notification by October 1 of each school year as to the number of Compensable Leave Days that they have accumulated.
- C. Compensable Leave shall be granted in accordance with the schedule specified herein, subject to the following conditions:
 - 1. Personal Illness: Bona fide physical or mental incapacity of the teacher to report for and discharge his/her duties to the extent of unused days of credit.
 - 2. Illness or serious injury in the immediate family up to a maximum of ten (10) days per occurrence: Absence necessitated because of the personal attendance of the teacher. (Immediate family shall include the teacher's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care he/she is principally responsible.)
 - 3. Bereavement Leave: Up to a maximum of five (5) days per occurrence not chargeable against Compensable Leave days will be granted in case of the death of a teacher's father,

mother, father-in-law, mother-in-law, spouse, children, foster child, brother, sister, grandparents, or grandchildren.

4. Additional Bereavement Leave: Leave up to a maximum of five (5) days chargeable against Compensable Leave days will be granted in case of the death of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, foster child, brother, sister, grandparents, or grandchildren.
5. Funerals: One (1) day leave chargeable against Compensable Leave may be granted by the teacher's supervisor or the Superintendent of Schools for attendance at funerals for persons other than those in the immediate family. One (1) additional day chargeable against Compensable Leave may be granted for funerals held more than two hundred fifty (250) miles from Baldwin.
6. Personal Leave: Leave Days may be taken for the purposes of conducting personal business except as detailed below.
 - a. Personal Leave days shall not be used for private or outside business for personal income.
 - b. Personal Leave days shall not be used for child care.
 - c. Personal Leave days shall not be used for recreation (i.e. hunting, camping, etc.) purposes.
 - d. Personal Leave days shall not be used for extending a holiday or vacation period unless mutually agreed to in writing by the Superintendent. Personal Leave days shall not be used on consecutive days, the first or last week of each semester or the day before or the day after a holiday or vacation (except in an emergency as determined by the Superintendent). Teachers who need to use Personal Leave days on consecutive days, during the first or last week of each semester or the day before or the day after a holiday or vacation shall be required to obtain prior approval and verify their use with their building administrator and the Superintendent.
- D. At the end of the school year, any unused Compensable Leave days shall be credited to the teacher's accumulated Compensable Leave days.
- E. The Superintendent may request a physician's or psychiatrist's statement for an absence of three (3) or more consecutive days, or a consistent sustained pattern of absence due to illness.
- F. Personal, excused absences, without payroll or Compensable Leave deduction, may be authorized by the Superintendent for affairs relative to community service, or for professional improvement such as approved conferences or visitations to other schools.
- G. In all cases, teachers shall notify the designated person of unavailability for work and of the nature (12.C.1-6) of the day being used by 6:00 a.m. It shall be the responsibility of the

administration to make every effort to arrange for a substitute. Each teacher will provide written lessons to be utilized during any absence as per Article 5-B-4.

- H. At the beginning of every school year, the Association shall be credited with fifteen (15) days to be used by teachers who are officers or designated representatives of the Association. The Association shall be credited an additional five (5) days the last year of the contract. The Association agrees to notify the District or its agents no less than forty-eight (48) hours in advance of taking such leave. No more than three (3) teachers shall use this leave on the same day, unless approved by the Superintendent.
- I. Upon a teacher's death, resignation or retirement from employment with the Baldwin Community Schools, when such employment has equaled or exceeded five (5) years, the District shall pay \$60.00 per day of accumulated Compensable Leave days. This benefit will be prorated for teachers leaving before the end of the work year.
- J. A common/shared compensable leave sick bank is hereby established. Any teacher, to be eligible for use of the bank, shall donate a minimum of one (1) compensable leave day to the said bank per year by October 1.
 - 1. A person withdrawing from membership in the bank will not be allowed to withdraw the contributed days.
 - 2. The first thirty (30) calendar days of the teacher's illness or disability will not be covered by the bank, but must be covered by the person's own accumulated sick leave or absence without pay.
 - 3. All of a person's personal compensable days must be exhausted to receive days from the bank.
 - 4. A medical report must accompany any request for obtaining sick days from the bank.
 - 5. A person may obtain up to 45 days per year.
 - 6. Once a written request has been made to the Superintendent, a meeting will be called (within 5 days) of the sick bank committee (composed of two BEA members - appointed by the BEA President, and two administrators - appointed by the Superintendent). The committee will decide if the sick bank days will be given to the requesting teacher.
 - 7. A person may not receive days from the sick bank if he/she is receiving short or long-term disability benefits
 - 8. At any point the teacher becomes eligible for LTD, access to the sick bank is terminated.
 - 9. No requirement exists for repayment of days to the sick bank upon a teacher's return to work and accumulating more days.

**ARTICLE 12
LEAVES OF ABSENCE**

- A. Except as provided by law or specifically stated to the contrary herein, all leaves of absence shall be without pay, without fringe benefits, and without salary increment credit. An exception to this is: if a teacher works at least 1 day during any calendar month, then fringe benefits, including health insurance will be provided for that month.
- B. Any teacher whose personal illness or disability extends beyond the period compensable under Article 12 of this Agreement (Compensable Leave) shall be granted a leave of absence without pay for a period not to exceed twelve (12) months from the date granted by the District. Annual extensions of such leave may be granted by the District upon written request of the teacher and medical certification. A teacher anticipating extended illness may be granted such leave prior to the expiration of his/her accumulated Compensable Leave Days, and upon returning from sick leave, will have the unused portion of his/her accumulated Compensable Leave reinstated. Prior to return from a leave of absence for illness or disability, the teacher will provide a statement from his/her physician or psychiatrist indicating that the teacher is able to perform the essential functions of his/her assignment. The District reserves the right to have teachers returning from such leave promptly examined by a doctor of its choice at District expense.
- C. Provided that sufficient replacement can be made and at least three (3) months written notice is given, the District may grant one (1) year (school year) leave for full time participation in the Peace Corps, Teacher's Corps, full time academic study or research, elected public office, or office in a professional organization. To qualify, the teacher must have achieved tenure and certify return at the end of such leave. Leave pursuant to this paragraph will be credited to salary schedule increment.

D. Child Birth and Child Care Leave:

Teachers who become pregnant shall notify the Superintendent no later than sixty (60) days prior to the anticipated date of desired leave.

1. Teachers desiring to utilize their accumulated Compensable Leave shall teach until physically unable to do so and return to their assignment as soon as they are physically able to do so, both determined by the teacher's physician. All fringe benefits shall continue in effect. If a teacher has exhausted all her accumulated Compensable Leave prior to recovery from such disability, the teacher shall be placed on unpaid personal illness leave.
2. Teachers desiring to take a leave of absence without pay shall be granted up to two (2) semesters. Teachers electing this option shall have District contributed health insurance coverage until the month following birth of the child or three (3) months, whichever is less. The teacher and her physician shall determine the beginning date of the leave. The teacher shall return at the beginning of a semester or (a marking period) to the extent possible. A teacher may use her accumulated Compensable Leave during the period of time that she is physically unable to perform her assigned duties. The leave may be extended at the discretion of the District if such is requested in writing thirty (30) days prior to the termination date of initial leave. In the event of a miscarriage or death of the object child of the leave, the leave may be terminated upon the teacher's request.

3. A one (1) year unpaid child care leave may be granted to any tenure teacher provided that he/she gives sixty (60) days advance notice intended for such leave.

E. Military leave will be granted based upon statutory provisions.

F. Leaves for Other Purposes:

1. Absence for jury or witness service: In such cases, a teacher will be paid the difference between his/her pay for that duty and his/her regular pay provided he/she has cooperated with school officials in attempting to obtain a postponement from such service for the period of the school year. This section shall be rendered null and void if said court appearance is a result of or in connection with other employment held by the teacher.

2. National Guard Emergency Call-up: In such cases, a teacher will be paid the difference between his/her pay for that duty and his/her regular pay for up to ten (10) working days providing proof of service and pay are submitted to the Superintendent of Schools.

3. Leaves of absence with pay for up to three (3) days per year not chargeable against Compensable Leave shall be granted in connection with an appearance before a court or an administrative agency when subpoenaed (as a witness) in any case connected with the teacher's employment or the school, except that leave pay shall not be granted in connection with Unfair Labor Practice hearings involving the District and Association.

G. A teacher returning from a leave of absence must notify the Superintendent of Schools at least one (1) month prior to the expiration date of the leave or the date of return in order to permit planning, scheduling, and placement. Upon return from leaves of absence under B, D, and F above, the teacher shall be returned at his/her request to the position held prior to the leave, provided the position still exists. If such leave exceeds sixty (60) school days, notification must be given to the Superintendent at least thirty (30) days prior to the start of the semester in which the teacher wishes to return. A teacher returning from other leaves under this Article shall be returned to his/her previous position, if open, or to the first open position for which he/she is certified and qualified.

H. Continuance of Benefits:

Teachers who are on unpaid leaves of absence may continue the benefits of the group rate insurance programs in effect by providing for direct payment to the insurance carrier. This section is subject to the rules and regulations of said insurance carrier.

I. All leaves of absence must have beginning and ending dates. There shall be no exceptions.

J. No portion of this Article shall be deemed to deny or diminish any rights the employee may have under the Family Medical Leave Act (FMLA).

ARTICLE 13
PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or has applied for membership may sign and deliver to the District an assignment authorizing deduction of professional dues and assessments uniformly required for membership in the Association. Pursuant to such authorization, the District shall deduct one-ninth (1/9) of such dues from the second regular check of the teacher each month for nine (9) months beginning in September and ending in May. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-ninth (1/9) of the yearly dues for such entire month he/she did not render service, except where failure to perform service for any month was a result of the teacher taking a leave of absence or sick leave provided by this Agreement. Dues and assessments will be set in September of each year.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of employment shall, as a condition of employment, pay as a representative benefit fee to the Association an amount determined by the Association, provided, however that the teacher may authorize payroll deductions for such fee in the same manner as provided in the preceding Paragraph A.
- C. In the event a teacher shall not pay such a representation service fee directly to the Association or authorize payment through payroll deduction, the District shall, upon completion of the procedures contained herein at the request of the Association and pursuant to MCLA 408.477; MSA 17.277(7), deduct the fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made as provided in section A above.
- D. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the teacher that a request for wage deduction may be filed with the District in the event that compliance is not effected. If the teacher fails to remit the fee or fails to authorize deduction for same, the Association may request the District to make the deduction.
- E. When the teacher objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the appropriate amount of the deduction has been determined. The teacher contesting the appropriate amount of the fee to be deducted, must exhaust the internal administrative procedures of the Association. The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting teacher concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
- F. With respect to all sums of money deducted by the District pursuant to authorization of the teacher, whether professional dues or benefit fee, the District agrees to transmit such sums to the Association no later than the fifteenth (15th) day from the date of said deductions, with

itemized printout, to the Association Treasurer. Provided, that the Association shall maintain a direct deposit account at a financial institution of its choice for purposes of receipt of funds deducted pursuant to this Article. Transmission of funds to said financial institution shall constitute performance of the District's obligation under this paragraph.

- G. The Association agrees to indemnify and save the Board of Education, including each individual school board member and all authorized agents of the District, harmless against any and all claims, demands, costs, suits, or any other forms of liability (including back pay and all court or administrative agency costs), that may arise out of or by reason of, action taken or not taken by the District for the purpose of complying with this Article.
 - 1. The District will not incur any expenses, damages, or outlay of money which may be sustained by enforcement of this Article.
 - 2. The Association, following consultation with the District, has the right to decide whether to defend any such action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the District by any court or tribunal.
 - 3. The Association, following consultation with the District, has the right to choose the legal counsel to defend any said suit or action.
 - 4. The Association, following consultation with the District, shall have the right to compromise or settle any claim made against the District under this Section.
- H. An employee who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations, shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such employee shall be required, in lieu of periodic dues, service fees and/or initiation fees, to make a donation equivalent to the service fee, to the Baldwin Education Association's Scholarship Fund.
- I. This Article shall be effective retroactively to the date of this Agreement and all sums payable shall be determined from said date.

**ARTICLE 14
COMPENSATION**

- A. When a regular pay day occurs within a vacation period during the school year, checks shall be mailed to the teacher's address on file in Central Office on the day prior to the regularly scheduled pay date or that pay day shall be advanced to the last day prior to the beginning of said vacation period at the option of the District.
- B. A teacher who is required as part of his/her assignment to use his/her own vehicle for transportation in order to perform regularly assigned duties shall be reimbursed at the I.R.S. rate. Mileage will be computed on the basis of actual miles logged and reported each month.

The mileage reimbursement provided in this section is not applicable to the performance of any duty or responsibility with respect to any Appendix B position, except for conferences, seminars, training sessions and/or professional meetings for the respective coaches or sponsors when attendance is authorized by prior approval of the Superintendent or his/her designee.

C. Salary Schedule Placement:

1. Teachers transferring into the Baldwin Community Schools District shall be given full credit for teaching experience up to seven (7) years. The District may authorize additional teaching or relevant employment experience credit beyond seven (7) years. Any former teacher of the Baldwin Community Schools who is re-employed within a period of not exceeding five (5) years shall be placed on the salary schedule at the next step above the one on which his/her salary was based when he/she left the District, or shall be given credit for teaching experience as provided in this section, whichever is greater.
2. Up to two (2) years will be allowed for honorably completed military active duty.
3. Up to two (2) years will be allowed for satisfactorily completed Peace Corps or VISTA service.
4. The salaries shall be adjusted each semester for college credit verified by official transcript no later than thirty (30) days after the beginning of such semester.

D. Salaries of teachers covered by this Agreement are set forth in Appendix A, attached to and incorporated as part of this Agreement.

E. Extra Duty pay will be provided in Appendix B, which is attached to and incorporated as part of this Agreement.

F. Upon authorization by the administration, any member of the bargaining unit who voluntarily substitutes for another teacher during his/her conference/preparation period will receive \$25.00 for the period.

G. Upon authorization by the administration, any member of the bargaining unit who voluntarily substitutes for the building principal shall be paid \$75.00 per day (prorated as needed).

H. Teachers who accept positions of summer school teacher, after-school teacher, academic center teacher, or other instructional positions outside of their regular assignment shall be paid at a minimum of the substitute rate identified in 15-F, above.

I. If a teacher is absent, no sub is available, and another teacher provides instruction for a combined class wherein the number of students in the combined class exceeds the number of students regularly assigned to the teacher, that teacher shall receive 60% of the teacher sub rate (15-F) per hour, three times that amount per half-day, or six times that amount per full-day, for each unit served in such capacity. No extra compensation will be paid unless the number of students in the combined class exceeds the number of students regularly assigned

to the teacher. No such compensation shall be paid to a special education teacher unless the number of students served in the combined class during the day or period exceeds the state maximums allowed for that classroom.

- J. The work year of teachers covered by this Agreement shall consist of 183 days. Teachers new to the District will work 184 days.
- K. Nothing in this Agreement shall require the District to keep school open in the event of inclement weather, malfunction of equipment, Acts of God, or other emergencies. When schools are closed to students due to the above conditions, teachers shall not be required to report for work and shall not suffer loss of compensation for such days. However, teachers shall work on any rescheduled day(s) with no additional compensation to insure that the District has complied with the student instructional day requirements of the State of Michigan. All such days shall be rescheduled at the end of the school year, and the first (2) days shall not be rescheduled.
- L. In the event of a late start, teachers will be required to report for work proportional to the amount of the delay. When school is closed early due to inclement weather, teachers will be permitted to leave after departure of the buses.
- M. In order to encourage professional growth and development, teachers on the BA+18 scale with continuing certification or beyond, shall be eligible for tuition reimbursement up to \$1,200 per year. Reimbursement will be made after copies of proof of payment and a transcript indicating successful completion of the course is presented to Central Office. If a teacher received tuition payment from scholarships or grants, no duplicate reimbursement will be made by the District.

**ARTICLE 15
FRINGE BENEFITS**

- A. The District agrees to provide the following fringe benefits:
 - 1. Upon submission of a written application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the District shall pay health insurance premiums (including any pro-rated payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or any similar accounts used for health care costs) for all eligible Bargaining Unit Members and their eligible immediate family members in an amount not to exceed the following annual payment:

Single Coverage:	\$5,500
Two Person Coverage:	\$11,000
Family Coverage:	\$15,000
 - 2. In addition to health insurance, the District shall pay the full premium for each eligible employee toward vision, dental, life, AD&D, and LTD insurance plan(s):

Due to the nature of vision, dental, life, AD&D, and LTD insurance plan(s), once a plan is chosen by the Association, all eligible employees must participate in the plan. Bargaining Unit Members shall be solely responsible for any amounts above the District's contribution which are necessary to maintain the selected coverage.

3. The type of health, vision, dental, life, AD&D, and LTD insurance plan(s) available to Bargaining Unit Members shall be determined on an annual basis by the Association. The Association shall provide all details necessary for Employer implementation, and shall transmit said details to the District with sufficient notice to allow the District to implement any insurance changes. Should the Association fail to identify preferred insurance plan(s) and provide all details necessary for Employer implementation, the insurance plan(s) shall be the plan(s) then in effect, however, the employer paid premium amounts stated above shall not change; the Bargaining Unit Member shall be solely responsible for any remaining amounts. The District shall not be responsible for any liability associated with late notice.
4. Any premium amounts beyond the Employer's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Bargaining Unit Member and shall be payroll deducted. To the extent allowable by law, the Bargaining Unit Member may sign an agreement authorizing that any such premium amounts be payroll deducted through the Employer's Section 125 Plan. Where a Bargaining Unit Member is paid through less than 26 pays, the Bargaining Unit Member shall have prorated deductions removed from their pay sufficient to cover the Bargaining Unit Member's insurance premium contributions for the summer period. Where a Bargaining Unit Member is paid through less than 26 pays and becomes responsible for premium payments under this provision during the summer, payroll deduction of those premium amounts shall be made from the Bargaining Unit Member's salary in the ensuing school year, or the District may request that the Bargaining Unit Member present payment directly at its discretion. Failure of a Bargaining Unit Member to pay their portion of the costs shall alleviate the Employer of any duty to pay insurance contributions. The Employer shall have the right to make deduction of any amounts due from the Bargaining Unit Member's wages, and shall be held harmless from any liability arising from the deduction.
5. Eligible Bargaining Unit Members shall receive insurance as of the 1st day of the 1st full month following their employment. Those employees taking cash-in-lieu shall not be eligible for Employer paid health insurance contributions, but must participate in all other insurance products chosen by the Association. A Bargaining Unit Member shall be eligible for Employer paid insurance contributions if the Bargaining Unit Member is regularly scheduled to work at least 30 hours per week.
6. If the plan then in effect is a Health Savings Account, to the extent allowable by law, the Employer shall fund the HSA first, then the premium and/or other payments; but only to the maximums set forth above in Section A(1). HSA payments shall be in an amount that is no greater than the deductible of the

health plan then in effect and shall be funded in two equal lump sums, one on or about July 1, and one on or about January 1. Should the Employer fund co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or any similar accounts used for health care costs for the Bargaining Unit Member's benefit during the calendar year in which the insurance plan is implemented, whether previous to implementation or concurrent with implementation, the maximum Employer contributions listed above in Section A(1) shall be reduced by the pro-rated monthly amount the Employer funded the co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or any similar accounts used for health care costs for the Bargaining Unit Member's benefit.

7. Bargaining Unit Members who have access to another Bargaining Unit Member's District funded insurance shall not be eligible for Employer provided insurance, but must instead accept cash-in-lieu in accordance with subsection B, below. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's District funded insurance, but have dependents of their own. Those individuals may take the District funded insurance. During open enrollment, Bargaining Unit Members electing health care coverage will sign a statement that they are complying with this paragraph.

B. Bargaining Unit Members who are eligible for Employer paid medical coverage premium contributions under subsection A of this Article may make a written waiver of that coverage and instead elect to receive cash-in-lieu (less applicable taxes). The cash-in-lieu option shall be as follows:

1-3 Members:	\$200 per member per month
4-5 Members:	\$300 per member per month
6-7 Members:	\$400 per member per month
7+ Members:	\$450 per member per month

The Bargaining Unit Member may direct all or a portion of the above amount to a 403(b) tax-sheltered annuity approved by the Employer through a separate written voluntary and elective contribution, as allowed by law.

C. Unless otherwise noted within this Agreement, or as required by law, Bargaining Unit Members on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Employer's portion of insurance premiums for those days.

D. If the Association chooses a group life insurance policy, Bargaining Unit Members are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Bargaining Unit Member must make application to the life insurance carrier within 31 days of any termination of their employment status.

E. To the extent permitted by law and/or insurer's policies, Employer-paid insurance premium contributions shall continue as long as the Bargaining Unit Member is in a pay status, but terminate at the end of the month during which the Bargaining Unit Member ceases to be in a pay status, except as is otherwise provided herein or by

law. Bargaining Unit Members may continue the coverage at their own expense to the extent permitted by law.

- F. The Employer shall not be required to remit premiums for any insurance coverages on behalf of an Bargaining Unit Member if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.
- G. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Bargaining Unit Member is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Employer, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Employer's failure to remit contractual premium amounts required of it.
- H. Changes in family status shall be reported by the Bargaining Unit Member to the Employer within thirty (30) days of such change. The Bargaining Unit Member shall be responsible for any overpayment of premium made by the Employer on his/her behalf for failure to comply with this paragraph.

ARTICLE 16 GRIEVANCE PROCEDURE

- A. Any claim by the Association or any teacher that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be defined as a grievance and shall be resolved through the procedures set forth herein.
- B. All time limits set forth herein shall refer to business days. Time limits are to be extended only by mutual written consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered substantive and failure to conform to them shall mean default by the party failing to conform.
- C. The District agrees that the Association may designate building representatives and an alternate building representative who shall be teachers. The Association will furnish the District with the names of its building representatives, alternates, and Grievance Chairperson and such changes as may occur from time to time in such personnel so that the District may at all times be advised as to the authority of the individual representatives of the Association with whom it is dealing. Until the District has received written notice from the Association, it shall not be required to deal with such teachers purporting to be representatives. It is understood that, whenever possible, grievance problems will be handled at times other than when the teacher is at work. In the event, however, in the handling of a grievance, it becomes necessary for building representative to leave his/her work, he/she shall first obtain permission from his/her Supervisor or Principal. The privilege of the building representative leaving

during his/her working hours without loss of time or pay is subject to the understanding that such time will be devoted to the proper handling of the grievance; will be done as expeditiously and with as little interruption to work as possible; must not leave any students unattended; and that the privilege will not be abused. The building representative shall return to his/her work as promptly as possible and upon returning shall report at once to his/her Principal.

D. A written grievance as required herein shall contain the following:

1. It shall be signed.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violations.
4. It shall cite the section or subsection of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection will not extend the limitations herein set forth.

E. LEVEL 1:

No grievance shall be processed unless it is presented at Level 1 within five (5) days of its occurrence. Any teacher who believes he/she has a grievance must present such grievance on an informal basis with his/her immediate supervisor. The Association Building Representative shall schedule the meeting with the immediate supervisor and the Building Representative or the Grievance Chairperson shall be present at the informal conference.

If the grievance is not resolved on an informal basis, the grievance shall be reduced to writing by the Association within ten (10) days of its occurrence or knowledge of its occurrence. Within five (5) days after the presentation of a written grievance, the immediate supervisor shall give his/her answer in writing to the grievant and the Association.

In the event the grievance involves more than one (1) grievant or is filed by the Association, it will be filed with the appropriate administrator who is empowered to remedy the alleged grievance.

LEVEL 2:

In the event that the Association is not satisfied with the disposition of the grievance, the Association shall file a copy of the written grievance within five (5) days of the immediate supervisor's written answer at Level One to the Superintendent of Schools or his/her designee.

Within five (5) days of receipt of the written grievance, the Superintendent or his/her designee shall hold a meeting in an attempt to resolve the alleged grievance. Only the necessary persons as determined by the Superintendent and the Association's Grievance Chairperson shall be present at the meeting.

Within five (5) days upon conclusion of the meeting, the Superintendent or his/her designee shall present the Association's Grievance Chairperson, the President, and the Grievant with a written answer to the alleged grievance.

LEVEL 3:

If the alleged grievance is not settled at Level 2, it shall be referred in writing to the Board of Education within five (5) days after the date of the disposition by the Superintendent or his/her designee in Level 2, or upon referral by the Superintendent.

The Board of Education or Committee thereof shall hold a hearing to consider the alleged grievance. The Association shall have an opportunity to present its views at this level. The Board of Education or Committee thereof shall render a decision on the alleged grievance and present it in writing to the Association within twenty-five (25) days after the date the matter was referred to the Board of Education.

LEVEL 4:

If the alleged grievance is not settled at Level 3, the matter may be referred to arbitration in writing by the Association within ten (10) days from the date of the Board's decision at Level 3. The arbitrator shall be chosen in accordance with the rules set forth in the current Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall render no decision which would require or permit action in violation of Michigan School Laws. The arbitrator's fees and expenses shall be shared by the District and the Association equally except either party requesting special services of the arbitrator shall bear the full cost of such services. Both parties agree that the arbitrator's decision is binding and may be enforced in any court of competent jurisdiction.

1. The arbitrator shall have no power or authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to hear any grievance protesting the Board's failure to appoint or renew an individual to an extra-curricular or extra duty position.
3. A tenured teacher may elect to appeal the decision to the Tenure Commission or file a demand for arbitration, but not both. The election of the teacher to pursue an appeal to arbitration or through the statutory procedures of the Michigan Teacher Tenure Act shall be made within twenty (20) days from receipt of the written decision from the Board of Education. The election shall be made by the filing of a demand for arbitration with the American Arbitration Association or the filing of an appeal with the State Tenure Commission. A teacher making the election to pursue the matter to arbitration instead of through the statutory procedures of the Michigan Teacher Tenure Act, at the time of filing

the demand for arbitration, must withdraw any pending request for further proceedings pursuant to the Michigan Teacher Tenure Act. The arbitration hearing shall not proceed until it is determined that the tenured teacher has no subsequent recourse for an appeal or hearing according to the statutory procedures of the Michigan Teacher Tenure Act.

- F. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final resolution of the grievance.
- G. It is understood by the parties that no grievance shall be filed based upon any prior or previous agreement or upon alleged grievance occurring prior to the effective date of this Agreement.
- H. Commencing forty-five (45) calendar days prior to the last working day for teachers, all days referenced in this Article shall be calendar days. The Association shall inform the Board this limitation is in effect at Level 1.
- I. The Board shall give the Association a twenty-four (24) hour advance notice of any grievance meeting.
- J. The grievant shall be present at all scheduled grievance meetings at each level or the grievance shall be forfeited.

ARTICLE 17 CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations.

Inasmuch as the parties have removed the cause of such disruptions in instituting a comprehensive grievance procedure which culminates in binding arbitration, the parties therefore pledge:

- A. The Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.
- B. The parties agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any Unfair Labor Practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE 18 RIGHTS OF THE DISTRICT

It is expressly agreed that the District reserves all responsibilities, powers, rights, and authority vested in it by the Laws and Constitution of Michigan and the United States except those which are expressly relinquished herein by the District. Such rights reserved to the District shall include by way of partial illustration the right to:

1. Manage and control its business, its equipment, and its operation.
2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
3. Direct the work force, including the right to hire, promote, discipline, transfer, and determine the size of the work force.
4. Determine the services, supplies, and equipment necessary to continue its operation.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including health conditions.
7. Determine overall goals and objectives as well as the policies affecting the educational program.
8. Determine the administrative organization, its function and authority.
9. Determine the location or relocation of its facilities, including the establishment of relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

The exercise of the foregoing powers, rights, duties and responsibilities by the District and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the District except as limited by the specific terms of this Agreement.

ARTICLE 19 SCHOOL IMPROVEMENT PLANS

It is hereby agreed by and between undersigned parties with respect to the responsibility contained in the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq., as well as in P.A. 25 of 1990 to adopt and implement school improvement plans and the continuing school improvement process for each school within the district, the parties hereby acknowledge and recognize that the terms of the collective bargaining agreement between them govern as to the wages, hours, and terms and conditions of employment of teachers addressed therein and that those terms shall not be altered or modified through the school improvement process except by mutual agreement of the undersigned Board of Education and Association, executed in writing. Furthermore, notwithstanding the waiver of bargaining set forth in Article 22 of the collective bargaining agreement between them, the parties acknowledge and recognize the obligation to bargain with respect to any significant change in an established working condition made pursuant to any school improvement plan or process as may be otherwise required under the No Child Left Behind Act or the Public Employment Relations Act.

ARTICLE 20 MISCELLANEOUS PROVISIONS

- A. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity for all pupils.
- B. This Agreement shall be exclusively between the District and the Association and not dependent upon approval of any other such organization.
- C. The Association has the right to appear on the Board Agenda as provided for in the Board Policy 1211.
- D. All letters of agreement between the parties that took effect prior to the expiration of this Agreement will expire on the expiration date of this Agreement.

**ARTICLE 21
WAIVER**

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. Matters of common concern may be subject to negotiations during the period of this Agreement upon request and mutual agreement of both parties.

**ARTICLE 22
DURATION OF AGREEMENT**

- A. This Agreement incorporates the agreement reached by the parties on all issues which were subjects of negotiation. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in writing as an amendment to this Agreement.
- B. This Agreement shall become effective **August 1, 2012** and shall continue in effect through **July 31, 2013**. If an agreement is not reached on the renewal of this Agreement prior to the expiration date, it shall expire at such expiration date unless it is extended by mutual agreement of the parties in writing.

BALDWIN COMMUNITY SCHOOLS BALDWIN EDUCATION ASSOCIATION

Joseph W. Brooks Jr., President
Board of Education

Judith Mayfield, President / Chief Negotiator
Baldwin Education Association

Shawn Washington, Secretary
Board of Education

Scott Pedigo, Vice-President
Baldwin Education Association

September 9, 2012
Date of Ratification

August 29, 2012
Date of Ratification

APPENDIX A
Baldwin Community Schools
2012-2013 SALARY SCHEDULE

Step	Index	BA Factor =	BA+18 1.0900	BA+24 1.1200	MA/BA+30 1.1500	MA+15 1.2250
1	1.0000	33,239	36,231	37,228	38,225	40,718
2	1.0570	35,134	38,296	39,350	40,404	43,039
3	1.1140	37,028	40,361	41,472	42,582	45,360
4	1.1710	38,923	42,426	43,594	44,761	47,681
5	1.2280	40,817	44,491	45,716	46,940	50,001
6	1.2850	42,712	46,556	47,838	49,119	52,322
7	1.3420	44,607	48,621	49,960	51,298	54,643
8	1.3990	46,501	50,686	52,082	53,477	56,964
9	1.4560	48,396	52,752	54,204	55,655	59,285
10	1.5130	50,291	54,817	56,325	57,834	61,606
11	1.5228	50,616	55,172	56,690	58,209	62,005
12	1.5326	50,942	55,527	57,055	58,583	62,404
13	1.5424	51,268	55,882	57,420	58,958	62,803
14	1.5522	51,594	56,237	57,785	59,333	63,202
15	1.5620	51,919	56,592	58,150	59,707	63,601
16	1.5718	52,245	56,947	58,514	60,082	64,000
17	1.5816	52,571	57,302	58,879	60,456	64,399
18	1.5914	52,897	57,657	59,244	60,831	64,798
19	1.6012	53,222	58,012	59,609	61,206	65,197
20	1.6110	53,548	58,367	59,974	61,580	65,596
21	1.6208	53,874	58,722	60,339	61,955	65,995

Teachers will receive a 7.0% off-schedule increase for 2012-13 based on the 2010-2011 salary schedule. No steps are to be paid for the duration of this Agreement, and until such time as a successor agreement is reached. This Agreement reflects a loss of the step which would normally be achieved during the 2012-2013 school year.

**APPENDIX B
EXTRA DUTY PAYMENT SCHEDULE**

The salaries are computed by multiplying the percentage listed for each activity times BA minimum. The BA minimums are as stated in Appendix A. All positions will not necessarily be filled.

I.	<u>HIGH SCHOOL:</u>	
	Student Council Advisor	5%
	Yearbook Advisor -Without Yearbook Class	5%
	Newspaper Advisor - Without Journalism Class	5%
	Band Director (grades K-12)	10%
	Play Director (per production)	2%
	Ski Advisor (grades 6-12)	4%
	Science Fair Director	2%
	Senior Class Advisor	8%
	Junior Class Advisor	8%
	Sophomore Class Advisor	5%
	Freshman Class Advisor	5%
	Co-Op (School to Work) Coordinator	3%
	National Honor Society Advisor	3%
	Varsity Club Advisor	3%
	Choral Director	2%
	Art Fair Director (K-12)	2%
	Gifted & Talented Coordinator (K-12)	6%
	SADD Advisor	2%
	Debate Coach	2%
	Forensics Coach	2%
II.	<u>MIDDLE SCHOOL:</u>	
	Science Fair Director	2%
	Yearbook Advisor	4%
	Student Council Advisor	4%
	Choral Director	2%
	National Honor Society Advisor	2%
	Math Counts Advisor	2%
III.	<u>ELEMENTARY:</u>	
	Science Fair Director	2%
	Choral Director	2%
	Carnival / Fundraiser Director	2%
IV.	<u>ATHLETICS:</u>	
	Head Basketball Coach (Boys)	12%
	Head Basketball Coach (Girls)	12%

Head Football Coach (Boys)	12%
Head Baseball Coach (Boys)	10%
Head Softball Coach (Girls)	10%
Head Track Coach (Boys)	10%
Head Track Coach (Girls)	10%
Head Cross Country Coach	5%
Head Golf Coach (Boys & Girls)	5%
Head Volleyball Coach (Girls)	10%
Assistant or Junior Varsity Volleyball Coach (Girls)	8%
Assistant or Junior Varsity Basketball Coach (Boys)	8%
Assistant or Junior Varsity Basketball Coach (Girls)	8%
Assistant or Junior Varsity Softball Coach (Girls)	6%
Assistant or Junior Varsity Baseball Coach (Boys)	6%
Assistant or Junior Varsity Football Coach (Boys)	8%
Boys Bowling Coach (if separate from girls)	3%
Girls Bowling Coach (if separate from boys)	3%
Boys and Girls Bowling Coach (if combined)	5%
Intramural Basketball Coach (Boys & Girls)	5%
Cheerleader Coach for Fall Sports	6%
Cheerleader Coach for Winter Sports	6%

V. **MIDDLE SCHOOL SPORTS**

Football Coach (Boys)	4%
Basketball Coach (Boys)	4%
Basketball Coach (Girls)	4%
Track Coach (Boys & Girls)	4%
Fall Cheerleader Coach:	4%
Winter Cheerleader Coach:	4%
Volleyball Coach	5%

VI. **ELEMENTARY SCHOOL SPORTS**

Basketball Coach (Boys & Girls)	3%
Elementary Cheerleader Coach	3%

APPENDIX C
2012-2013 BALDWIN SCHOOL YEAR CALENDAR

Date	Schedule	Student	Teacher
Aug 27	New Teachers Only Report	0	0*
Aug 28	All Teachers - ISD In-Service	0	1
Aug 29	All Teachers/Staff Report Opening Day	0	1
Aug 30	Full Day Teacher In-Service	0	1
Aug 31-Sept 3	No School Labor Day Weekend		
Sept 4-28	Regular Session	18	18
Sept 13	Open House – All Buildings		
Sept 21	Full Day Teacher In-Service	0	1
Sept 28	Early Dismissal for Students (2 Hours Early)		
Oct 1-31	Regular Session	23	23
Oct 29	½ Day Teacher In-service (½ Day Students)		
Nov 1-30	Regular Session	19	19
Nov 6	End of 1 st Marking Period (45 days)		
Nov 15	Parent Teacher Conferences (½ Day Students) Afternoon & evening sessions		
Nov 16	Parent Teacher Conferences (½ Day Students) Afternoon sessions only		
Nov 21	Full Day Teacher In-Service	0	1
Nov 22-23	No School Thanksgiving Break		
Dec 3-21	Regular Session	15	15
Dec 24-Jan 4	No School Christmas Break		
Jan 7-31	Regular Session	17	17
Jan 17&18	Early Dismissal Days for Students (Exams)		
Jan 21	No School Martin Luther King Day		
Jan 24	End of 1 st Semester (2 nd qtr. 43 days)		
Jan 25	Teacher Records Day	0	1
Feb 1-28	Regular Session	18	18
Feb 6	Parent Teacher Conferences (½ Day Students) Afternoon & evening sessions		
Feb 7	Parent Teacher Conferences (½ Day Students) Afternoon sessions only		
Feb 8	Full Day ISD Teacher In-Service	0	1
Feb 18	No School President's Day		
Mar 1-21	Regular Session	15	15
Mar 22-29	No School Spring Break		
April 1-30	Regular Session	22	22
Apr 8	End of 3 rd Marking Period (3 rd qtr. 43 days)		
April 26	½ Day Teacher In-Service (½ Day Students)		
May 1-31	Regular Session	22	22
May 24	Parent Teacher Conferences (½ Day Students) Afternoon sessions only		
May 27	No School Memorial Day		
June 3-11	Regular Session	6	6
June 7&10	Early Dismissal Days for Students (Exams)		
June 10	End of 2 nd Semester (4 th qtr. 44 days)		
June 11	Teacher Records' Day	0	1
	TOTALS	175	183

* New Teachers Work 184 Days

Revised 8/6/2012

**APPENDIX D
GRIEVANCE REPORT FORM
BALDWIN EDUCATION ASSOCIATION
BALDWIN COMMUNITY SCHOOLS**

Grievance Number _____

Distribution of form:

Grievance Report
Submit to Principal in duplicate

1. Superintendent
2. Principal
3. Association
4. Teacher

BUILDING ASSIGNMENT NAME OF GRIEVANT DATE FILED

LEVEL 1

Date cause of grievance occurred: _____

1. Statement of grievance and contract article(s) violated: _____

2. Relief sought: _____

Signature, Grievance Chairperson _____ Date _____

Disposition of Principal: _____

Principal's Signature _____ Date _____

Position of the
Association: _____

Signature, Grievance Chairperson _____ Date _____

LEVEL 2

- A. Date received by the Superintendent or Designee: _____
- B. Disposition of Superintendent or Designee: _____

Superintendent's Signature _____ Date _____

- C. Position of the Association: _____

Grievance Chairperson Signature _____ Date _____

LEVEL 3

- A. Date received by the Board of Education: _____
- B. Disposition of the Board: _____

Board President Signature _____ Date _____

- C. Position of the Association: _____

Grievance Chairperson Signature _____ Date _____

LEVEL 4

- A. Date submitted to Arbitration: _____
- B. Disposition and award of Arbitrator: _____

Signature _____ Date _____

Attach additional sheets as necessary.