

**COLLECTIVE  
BARGAINING  
AGREEMENT**

**2011-  
2013**

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**between the  
Bath Education Association  
and the  
Bath Board of Education**

## TABLE OF CONTENTS

<b>COLLECTIVE BARGAINING AGREEMENT .....</b>	<b>4</b>
<b>ARTICLE 1: PURPOSE AND RECOGNITION .....</b>	<b>5</b>
A. PURPOSE .....	5
B. RECOGNITION .....	5
C. LIMITATIONS .....	5
<b>ARTICLE 2: EMPLOYER RIGHTS &amp; RESPONSIBILITIES .....</b>	<b>6</b>
A. EMPLOYER RIGHTS .....	6
B. EMPLOYER RESPONSIBILITIES .....	6
<b>ARTICLE 3: ASSOCIATION RIGHTS AND RESPONSIBILITIES .....</b>	<b>7</b>
A. ASSOCIATION RIGHTS .....	7
1. <i>Meeting Facilities</i> .....	7
2. <i>Employee Communications</i> .....	7
3. <i>Requested Information</i> .....	7
B. ASSOCIATION RESPONSIBILITIES .....	8
1. <i>Association Representatives</i> .....	8
2. <i>Concerted Activities</i> .....	8
3. <i>Association Activities</i> .....	8
<b>ARTICLE 4: MEMBERSHIP FEES AND PAYROLL DEDUCTIONS .....</b>	<b>9</b>
<b>ARTICLE 5: AGENCY SHOP .....</b>	<b>10</b>
<b>ARTICLE 6: EMPLOYEE RIGHTS .....</b>	<b>12</b>
B. CITIZENSHIP RIGHTS .....	12
D. DISCIPLINARY ACTION .....	12
F. PERSONNEL FILES .....	13
<b>ARTICLE 7: GRIEVANCE PROCEDURE .....</b>	<b>15</b>
D. LEVEL 1 .....	15
E. LEVEL 2 .....	15
F. LEVEL 3 .....	16
G. LEVEL 4 .....	16
<b>ARTICLE 8: STUDENT DISCIPLINE AND TEACHER PROTECTION .....</b>	<b>17</b>
<b>ARTICLE 9: EMPLOYEE EVALUATION .....</b>	<b>19</b>
<b>ARTICLE 10: VACANCIES, PROMOTIONS AND TRANSFERS .....</b>	<b>21</b>
<b>ARTICLE 11: TEACHING HOURS .....</b>	<b>23</b>
D. CONFERENCE ATTENDANCE AND PROFESSIONAL DEVELOPMENT .....	23
<b>ARTICLE 12: TEACHING CONDITIONS .....</b>	<b>25</b>
<b>ARTICLE 13: ASSIGNMENTS .....</b>	<b>28</b>
C. WORK LOAD .....	28
<b>ARTICLE 14: LEAVE PAY .....</b>	<b>30</b>

<b>ARTICLE 15: LEAVE OF ABSENCE</b> .....	<b>32</b>
G. LEAVE ADMINISTRATION .....	33
1. <i>Notice</i> .....	33
2. <i>Leave Agreements</i> .....	33
3. <i>Verification</i> .....	34
<b>ARTICLE 16: SABBATICAL LEAVE</b> .....	<b>35</b>
<b>ARTICLE 17: PROFESSIONAL COMPENSATION</b> .....	<b>36</b>
<b>ARTICLE 18: SEVERANCE PAY</b> .....	<b>38</b>
<b>ARTICLE 19: LAYOFF AND RECALL</b> .....	<b>39</b>
A. DETERMINATION .....	39
B. LAYOFF PROCEDURE .....	39
C. RECALL PROCEDURE .....	39
D. DEFINITIONS .....	40
1. <i>Seniority</i> .....	40
3. <i>Certification</i> .....	41
4. <i>Highly Qualified</i> .....	41
E. LIMITATIONS.....	41
<b>ARTICLE 20: GENERAL PROVISIONS</b> .....	<b>42</b>
A. CONTRACT REPRESENTATIVES .....	42
B. NOTICES .....	42
C. SCOPE, WAIVER, AND ALTERATION AGREEMENT .....	42
D. NON-DISCRIMINATION .....	43
E. MEDICAL EXAMINATIONS .....	43
F. DUPLICATION OF AGREEMENT .....	44
G. NEGOTIATIONS .....	44
I. CALENDAR.....	44
J. DEFINITIONS .....	44
1. <i>Emergency</i> .....	45
2. <i>Employee</i> .....	45
3. <i>Part-time Employee</i> .....	45
4. <i>Party</i> .....	45
K. GENERAL INTERPRETATION .....	45
1. <i>Captions</i> .....	45
2. <i>Other Rights</i> .....	45
3. <i>Schedule Modification</i> .....	46
4. <i>Subordination</i> .....	46
<b>ARTICLE 21: ONLINE AND DUAL ENROLLMENT COURSES</b> .....	<b>47</b>
<b>ARTICLE 22: MASTER TEACHER PROGRAM</b> .....	<b>48</b>
<b>ARTICLE 23: AT-RISK STUDENT PROGRAMS</b> .....	<b>49</b>
<b>ARTICLE 24: EFFECTIVE DATE AND TERMINATION</b> .....	<b>50</b>
<b>SCHEDULE A: BASIC COMPENSATION SCHEDULE</b> .....	<b>51</b>
SECTION 1 – SALARY .....	51
SECTION 2 – LONGEVITY.....	52
SECTION 3 – SUBSTITUTE RATE .....	52
SECTION 4 – GENERAL PROVISIONS .....	52

**SCHEDULE B: FRINGE BENEFITS** ..... 53

SECTION 1 – INSURANCE ..... 53

SECTION 2 – INSURANCE PROVISIONS ..... 54

**SCHEDULE C: SUPPLEMENTAL COMPENSATION** ..... 55

ADMINISTRATIVE PROVISIONS..... 55

GENERAL ..... 55

    A. HIGH SCHOOL ..... 55

    B. MIDDLE SCHOOL..... 56

    C. ELEMENTARY SCHOOL..... 56

    D. MENTOR TEACHERS..... 56

ATHLETICS ..... 57

    A. HIGH SCHOOL ..... 57

    B. MIDDLE SCHOOL..... 58

**SCHOOL CALENDAR: 2011-12** ..... 59

**APPENDIX A: EVALUATION INSTRUMENT** ..... 60

**APPENDIX B: CLASS REIMBURSEMENT REQUEST FORM**..... 61

**APPENDIX C: CURRICULUM COMMITTEE REIMBURSEMENT REQUEST FORM** ..... 62

## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is entered into by and between the Bath Community Schools Board of Education and the Ingham-Clinton Education Association (ICEA/MEA/NEA).

The ICEA hereby designates the Bath Education Association as its local agent for purposes of contract administration. It is expressly recognized that the rights negotiated in this Agreement shall only accrue to those teachers employed by the Bath Board of Education.

## **ARTICLE 1: PURPOSE AND RECOGNITION**

### **A. PURPOSE**

The general purpose of this Agreement is to set forth the terms and conditions of employment for the members of the bargaining unit and to promote orderly and peaceful labor relations.

### **B. RECOGNITION**

The Employer recognizes ICEA as the sole and exclusive bargaining representative of all employees in the bargaining unit for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

Including: All full-time and regularly scheduled part-time certified K-12 teachers, counselors, and social workers (noted as "teacher" in contract) employed by the Employer for the regular school year.

Excluding: Substitute teachers, teachers' aides, athletic director and all other employees.

### **C. LIMITATIONS**

The Board agrees not to negotiate with a teacher organization other than the Association for the duration of this Agreement.

## **ARTICLE 2: EMPLOYER RIGHTS & RESPONSIBILITIES**

### **A. EMPLOYER RIGHTS**

The Employer, on its own behalf and on behalf of the electors of the school district, reserves unto itself all rights, authority and discretion conferred upon it or vested in it by the laws and constitutions of the State of Michigan and the United States to control, supervise and manage the school district and its employees except as specifically limited by the express terms and provisions of this Agreement.

### **B. EMPLOYER RESPONSIBILITIES**

The Employer agrees to cooperate with the Association in the application of this Agreement and further agrees that it will not engage in any lockout or related activity during the term of this Agreement.

## ARTICLE 3: ASSOCIATION RIGHTS AND RESPONSIBILITIES

### A. ASSOCIATION RIGHTS

In order to facilitate the administration of this Agreement, the Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

#### 1. *Meeting Facilities*

The use of Employer facilities at reasonable hours for the conduct of meetings of the BEA upon prior notification to the building principal, provided that such use shall not interfere with the primary educational use of the facilities and provided further that when special custodial or other services are required, the Employer may make a reasonable charge therefor.

#### 2. *Employee Communications*

The Association shall have the right to communicate with bargaining unit members through the use of designated bulletin boards. The Association, through its designated local agents, shall have the right to access teacher mailboxes for purposes of communicating with bargaining unit members, provided, that this shall not require school administrative or clerical personnel to distribute such items through school mail services. All materials shall bear the name of the Association and the name of the person authorizing the posting or distribution thereof. No Association materials relating to Employer-Employee relations shall be displayed on or about the physical facilities of the Employer except on designated bulletin boards, and no displayed material shall be derogatory to the Employer or any employee.

#### 3. *Requested Information*

The Employer shall furnish the Association such information as required by law for the negotiation or administration of the Collective Bargaining Agreement. The Employer shall also furnish information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of bargaining unit members and their students, together with information which may be necessary for the Association to process any grievance or complaint. Any cost incurred by the Employer in providing such information shall be paid by the Association.



## B. ASSOCIATION RESPONSIBILITIES

The Association shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

### 1. *Association Representatives*

The Association shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

### 2. *Concerted Activities*

The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operation of the Employer during the term of this Agreement.

### 3. *Association Activities*

Except by the express agreement of the Employer, the performance of the duties of any employee shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent an authorized representative of the ICEA from having such reasonable contact with members of the bargaining unit as shall be necessary to ascertain that the terms of this Agreement are being observed.

#### **ARTICLE 4: MEMBERSHIP FEES AND PAYROLL DEDUCTIONS**

- A. Within thirty (30) days of the beginning of their employment, employees shall sign and deliver to the Employer an assignment authorizing deduction of membership dues or assessments of the National Education Association, Michigan Education Association and the Bath Education Association.
- B. Such authority to deduct dues shall continue in effect from year to year unless such is revoked in writing between June 1 and September 30 of any year.
- C. The BEA shall, prior to the first Friday of the school year, give written notification to the Business Office of the amount of the dues which are to be deducted in that school year under such authorization. Dues shall be deducted in ten (10) equal installments from the second regular salary check of the employer each month beginning in September and ending in June. The amount of such dues shall not be subject to change more than once during the school year.
- D. With respect to all sums deducted by the Employer pursuant to authorization of the employee, the Employer agrees to promptly remit to the Association treasurer such sums accompanied by a list of employees for whom such deductions have been made.
- E. It is hereby agreed that it is the sole responsibility of the Association to secure such dues deduction permission and present a certified list of all members prior to the first payroll dues deduction.
- F. The right to refund to employees monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Employer and paid to the Association, which is by error in excess of the proper deduction.

## ARTICLE 5: AGENCY SHOP

- A. Any bargaining unit member who is not a member of the Association or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Association's Administrative Procedures adopted pursuant to that policy. The Representation Benefit Fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such a fee directly to the Association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, upon completion of the procedures contained in Section D of this Article and pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Association.
- B. In the event that the Board is prohibited by legal decision to deduct the service fee from a bargaining unit member who does not authorize the deduction of the Representation Benefit Fee, the employer, at the request of the Association, shall terminate the employment of such bargaining unit member upon completion of the procedures contained in Section D of this Article. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- C. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy (a copy of which shall be provided each non-union bargaining unit member by the Association), and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- 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 recipient that a request for wage deduction may be filed with the Board in the event that compliance is not affected. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the teacher with an opportunity for a due process hearing limited to

the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

1. In the event, as provided in paragraph B, the Association requests the Board to terminate the employment of a bargaining unit member for violating this Article, the Association shall first notify the bargaining unit member 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 recipient that a request for discharge may be filed with the Employer in the event compliance is not affected. If the bargaining unit member in question denies that he/she has failed to pay the Service Fee, then he/she may request, and shall receive, a hearing before the employer limited to the question of whether he/she has failed to pay the Service Fee.
- E. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently the parties agree that the procedures in the Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. At such time the Association will certify that it believes the fee includes only those amounts permitted by law. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- F. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any teacher whose wages have been subject to involuntary deduction or who has been terminated under the provisions of this Article.

## ARTICLE 6: EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

### B. CITIZENSHIP RIGHTS

An employee is entitled to full rights to citizenship and no religious or political activities of the employee or the lack thereof, or the private and personal life of an employee shall constitute grounds for any discipline or discrimination with respect to the professional employment of the employee, except as such conduct or activity shall materially interfere with the discharge of the employee's professional responsibilities. No employee shall be prevented from wearing an insignia, pin or other identification of membership in the Association. Both parties agree that under no circumstances shall students be involved in the activities of the parties with respect to employer-employee relations.

C. The employer shall not direct or require an employee to violate any Federal law, State law, or State regulation.

### D. DISCIPLINARY ACTION

Any disciplinary action against an employee shall be taken in accordance with the following guidelines, namely:

1. The employee shall be advised as to the specific violation which is alleged for which disciplinary action is to be taken.
2. The Employer shall affirmatively advise an employee that the employee has the right to have a representative of the Association present at a formal conference at which the employee is to be disciplined, provided that the conference need not be delayed for an unreasonable time until such representative can be present and in no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For the purpose of this provision, a formal conference is defined as one that has been prearranged. Disciplinary action shall be taken only in a formal conference as defined above.
3. If the violation concerns the character of the professional services of the employee, the employee shall be advised as to the corrective action to be taken and be given a reasonable time within which to take such corrective action, unless the nature of the misconduct would materially prejudice the rights of students or create a material safety hazard.

4. Discipline shall include, but not be confined to, an oral or written reprimand, suspension, demotion or discharge and, except as the seriousness of an offense shall otherwise require, shall be progressively applied.
  5. No disciplinary action shall be taken except for just cause and all disciplinary action shall be subject to review under the Grievance Procedure.
  6. Teachers will initial any document that is disciplinary in nature before it is placed in their personnel file. Said initialing only signifies knowledge of the insertion not agreement with the action. Teachers will be notified in the event that someone has requested a copy of their file. Any disciplinary action that is more than four (4) years old will be removed from the file provided that there is no other disciplinary action of a similar nature in the file.
- E. An employee shall have the right to know of any complaint made against him/her by a parent or other person. Before any complaint is investigated, it will be brought to the attention of the employee. The administrator may use discretion as to the source of the complaint. A complaint in itself shall not be used as the basis for disciplinary action against an employee. However, factual results found from investigating a complaint may be used as a basis for disciplinary action. Also, a complaint in itself shall not be incorporated in an employee's personnel file or mentioned in the employee's written observation report.

#### F. PERSONNEL FILES

The Employer shall cause a personnel file to be established and maintained for each employee, which file shall be the sole official file, in accordance with the following guidelines, namely:

1. An employee shall have the right to review the contents of his/her personnel file during regular business hours upon prior arrangement with the administration. A representative of the Association may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the Employer. Any references received by the Employer are done with the understanding that such references would remain confidential and shall not be subject to review.
2. After the date of employment, an employee shall be given notice of the Employer's intention to insert any materials in his/her personnel file which adversely reflect on the character of the employee's professional services.
3. An employee may request in writing that material which the employee claims to be erroneous be removed from his/her file. Such written request shall set forth the factual basis for such claim. If the employer shall fail within twenty (20) calendar days from receipt of such request to comply therewith, the employee shall insert in his/her file a

written statement, or other relevant material, concerning the material to which an objection has been made. The objectionable material shall be appropriately marked to show the existence of the employee's filing, and the material to which an objection has been made and shall be attached to and released only with the material filed by the employee. The parties agree that unsubstantiated or erroneous statements shall be amended.

## **ARTICLE 7: GRIEVANCE PROCEDURE**

- A. It is the policy of the Employer to deal fairly and promptly with all grievances of employees. The employee may be represented by the Association at any step of this procedure, provided that nothing contained herein shall be construed to prevent any individual employee from presenting a grievance adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, and provided further that the Association has been given opportunity to be present at such adjustment. The employee may use the grievance procedure without fear of reprisal.
- B. A grievance under this Agreement shall be defined as an alleged violation, misinterpretation or misapplication of the written terms of this Agreement.
- C. The term "days" as used herein shall mean days in which school is in session, except that after the end of the school year, days shall refer to week days.

### **D. LEVEL 1**

In the event that an employee or group of employees believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative.

### **E. LEVEL 2**

1. If as a result of the information discussion a grievance still exists, the employee may invoke the formal grievance procedure by reducing the grievance to writing on a form provided by the Association representative in each building. The grievance must be filed within fifteen (15) days of the alleged violation or within fifteen (15) days of reasonable discovery thereof. The grievance shall include an explanation of the grievance, the Articles violated and the relief requested. A copy of the grievance form shall be delivered to the building principal. If the grievance involves more than one school building, it may be filed with the Superintendent.
2. Within five (5) days of receipt of the grievance, the principal shall arrange a meeting with the Chairperson of the Grievance Committee and the grievant in an effort to resolve the grievance.
3. Within five (5) days after such meeting, the Principal shall record his/her disposition of the grievance with explanation on all four (4) copies of the grievance form and return three (3) copies to the Grievance Committee.



F. LEVEL 3

1. If the Grievance Committee or grievant is not satisfied with the disposition of the principal, the grievance may be submitted to the Superintendent within five (5) days of receipt of the principal's written response.
2. Within ten (10) days of receipt of the written grievance, the Superintendent will arrange with the Chairperson of the Grievance Committee (or grievant, if individually processing the grievance) for a conference on the grievance.
3. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) days of such conference and shall furnish a copy thereof to the grievant and Grievance Committee.

G. LEVEL 4

If the Association is not satisfied with the disposition of the grievance by the Superintendent, the grievance may be submitted to arbitration, if such request is made within fifteen (15) days from the receipt of the Superintendent's response. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The arbitrator shall have no authority to:

1. Alter, add to or subtract from the terms of this Agreement.
2. Rule on the non-renewal of a probationary teacher or imposition of a third year of probationary status due to unsatisfactory performance.
3. Both parties agree to be bound by the award of the arbitrator.
4. Consider a complaint or charge filed in a state or federal administrative agency or court relating to or arising out of the same facts or allegations as a grievance which is currently pending. The grievance shall be withdrawn with no right to re-file the grievance.

H. The fees and expenses of the arbitrator shall be shared equally by the parties.

I. Within thirty (30) days after the close of the hearing, or the date for filing post-hearing briefs, if so desired by either party, the arbitrator shall issue his/her decision.

J. If two (2) or more grievances arising out of the same or similar factual circumstances are submitted to arbitration, they shall be heard concurrently by the same arbitrator if possible.

K. An extension may be granted at any step of the grievance procedure by mutual consent in writing.

## ARTICLE 8: STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. An attendance/discipline committee shall be established to review current building policies and practices. This committee will establish building policies on attendance and discipline.
- B. The committee shall be composed of the building administrators, counselor or social worker, three (3) teachers, one (1) parent, and one (1) student. Policies will be approved by the Superintendent, consistent with Bath Community Schools Board Policies, and no compensation will be associated with participation on this committee.
- C. Once the committee has reached a conclusion, the committee shall make recommendations to the Board of Education for final disposition.
- D. The Employer recognizes its responsibility to continue to give administrative backing and support to its employees with respect to the maintenance of control and discipline, although, each employee bears the primary responsibility for maintaining proper control and discipline in the classroom.

The employees recognize that all disciplinary action and methods invoked by them shall be reasonable and just.

It shall be the responsibility of the employee to report to his/her principal the name of any student who, in the opinion of the employee, needs particular assistance from skilled personnel. The employee and the principal shall discuss the disposition of the employee's report that a particular student needs such assistance.

- E. An employee shall have the right to temporarily exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such a case, the teacher will complete a Misconduct Form giving the nature of the offense(s) and send the form to the office with the student or as soon thereafter as possible. Prior to the return of the student to that classroom, the Principal shall complete the form and return it to the teacher.
- F. Any case of assault upon an employee shall be promptly reported to the Employer or a designated representative. The Employer will provide legal counsel to the extent provided by the Board's liability insurance policy and advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- G. If any employee is complained against or sued by reason of disciplinary action taken by the employee against a student while in the course of his/her employment and while acting

within the scope of this authority, the Employer will provide legal counsel to the extent provided by the Board's liability insurance policy and render all reasonable assistance to the employee in his/her defense.

- H. When an employee becomes aware of any loss, damage or destruction of clothing or personal property (minimum of \$5) happening while on duty in the school, the employee will notify the building principal. At such time the building principal will cause (activate) a committee composed of two employees and two administrators. The loss, damages, or destruction of property will be discussed with the employee. Should such loss, etc. be found due to no negligence on the part of the employee, the Employer will then reimburse the employee the difference between any school and/or private insurance coverage to compensate the employee for said loss and/or damage.
- I. Time lost by an employee in connection with an incident mentioned in this Article shall not be charged against the employee.

## ARTICLE 9: EMPLOYEE EVALUATION

- A. Each employee, upon employment or at the beginning of the school year, whichever is later, shall be informed of the specific criteria upon which he/she shall be evaluated.
- B. It shall be an administrative responsibility to assist employees to become oriented to the district and improve instruction through direct observation of the employee's work and providing written summaries of those observations together with any recommendations the administrator may have for the employee.
- C. The performance of all employees shall be evaluated in writing as follows:
  - 1. Probationary employees shall be evaluated at least twice each year: Once during the first semester on or before December 1, and once during the second semester on or before March 15.
  - 2. Tenured employees shall be evaluated every other year, or every third year depending on the selected evaluation model. Should the Administration elect to forego the evaluation, the employee will be notified of such in writing and the employee may assume that his/her performance is satisfactory. More frequent evaluations may occur when the teacher is on a plan of assistance. The instrument to be used for the evaluation appears in Appendix A.
  - 3. Observations shall be conducted by the Principal or the Assistant Principal. Any exception shall be mutually agreed upon by the employee and the Superintendent. The athletic director, principal and head coach may be involved in the evaluation of coaches. Head coaches may be involved in the evaluation of their assistant coaches.
  - 4. Each observation shall be conducted in person for a minimum of twenty (20) consecutive minutes. All monitoring or observation of the performance of an employee shall be conducted openly and with full knowledge of the employee.
  - 5. Walkthroughs are a non-evaluative practice that has a specific format to gather data about the overall instructional practices and teaching environment of the district. Data that is gathered in walkthroughs shall be mutually agreed upon and discussed as a building staff. Data gathered shall be shared with staff members as a composite during staff meetings and individually following visitations. The data shall be used to identify areas of improvement in a building's educational environment.
- D. The formal evaluation process shall include a pre-evaluation meeting five work days prior to the classroom evaluation, and a post evaluation meeting within ten (10) work days after the evaluation for the purpose of discussing, clarifying and possibly revising the written report. A copy of the written evaluation report shall be given to the employee at least two (2) days

prior to such evaluation conference. A representative of the Association may be present at the conference at the employee's request.

- E. After the conference, a copy of the final report signed by the employee shall be forwarded to the Superintendent. The employee's signature shall only indicate that a copy of the evaluation has been received. The signature is no indication of agreement or disagreement with the content of the evaluation. One copy shall be retained by the principal and one copy by the employee.
- F. In the event the employee feels his/her evaluation is incomplete or unjust, he/she shall put his/her objections in writing and have them attached to the evaluation. The parties agree that unsubstantiated or erroneous statements shall be amended.
- G. Upon request, an employee will receive an additional observation and evaluation.
- H. If the Administrator believes an employee is doing unacceptable work, the Administrator shall set forth in specific terms the reasons therefore and shall identify the specific ways in which the employee may improve and indicate the assistance to be given by the Administrator and other staff members. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that improvement has taken place, provided that the conditions underlying the original deficiency were observable in the subsequent classroom visitation. In such case the reason for not commenting shall be noted. The evaluator shall monitor progress toward satisfying noted deficiencies through further observation. Additional written evaluations may be prepared by the evaluator.
- I. Any employee whose services are being considered for termination based upon classroom performance must have been counseled, advised of his/her deficiencies and have had a program of remediation set forth.
- J. Any proposed changes in the District-wide evaluation instrument shall be presented to a committee comprised of three members of the BEA, the building principals and an authorized representative of each of the parties for approval.

## ARTICLE 10: VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever a vacancy in the BEA bargaining unit (including extra-duty positions) in the district shall occur, the Employer shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been properly publicized.
- B. Any employee may apply for such vacancy. In filling such vacancy, the Employer agrees to give due weight to the professional background and attainments of all applicants, seniority, and other relevant factors. The Employer declares its support of a policy of promotions from within its own teaching staff.
- C. While the final determination of reassignments and transfers is vested in the Employer, it shall not reassign or transfer an employee without notification to the Association and prior discussion with the employee.
  - 1. Employees 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 will be notified and consulted by the principals by May 15 each year if at all possible. Such changes will be voluntary to the extent possible.
  - 2. To the extent practicable, involuntary transfers shall be avoided. Prior to the decision to implement an involuntary transfer during the school year, the Employer shall notify the teacher and if requested, shall give written reasons for the transfer. The teacher may also request a conference regarding the transfer and shall be entitled to Association representation if he/she so desires.
- D. Any employee who shall be promoted to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.
- E. Whenever vacancies occur during the summer months, the following procedure shall be followed:
  - 1. Employees with specific interest in possible vacancies will notify the Superintendent in writing and shall include a summer address.
  - 2. If a vacancy occurs, the employees who have expressed an interest in any such position shall be notified in writing by the Superintendent.
  - 3. The employees so notified shall have the responsibility of contacting the Superintendent indicating their interest in the position.

4. The Superintendent shall notify the BEA President and Vice-President of any vacancies.
- F. Bargaining unit members assigned to extra-curricular positions shall continue in those positions from year-to-year provided the employee does not receive notice of discontinuance within thirty (30) days after conclusion of the activity. In the event an employee receives such a notice the employee may appeal the notice through the grievance procedure up to and through Level 3.

If the Association is not satisfied with the disposition of the grievance by the Superintendent, the employee shall have the right to a hearing before a Review Panel composed of the following: two (2) persons selected by the Association; two persons selected by the Board. A fifth panel member shall be selected as follows: The panel shall be convened within (30) thirty days and shall strive to appoint a mutually agreeable citizen of the Bath Community School District. In the event at least three (3) of the panel members can agree upon such an individual, he/she shall be appointed. In the event the panel is unable to appoint a mutually agreeable fifth member within thirty (30) days of the initial meeting of the panel, the fifth panel member shall be appointed by the American Arbitration Association from its panel of arbitrators. Upon the expiration of the thirty (30) day period the Association will file a demand for arbitration and the selection shall be made according to the AAA rules.

Upon appointment of the fifth (5th) member, the panel shall be reconvened at a mutually agreeable time to hear the matter. The Review Panel shall determine whether just cause exists to discontinue the services of the employee in the extra-curricular position. A majority decision of the Review Panel shall be final.

- G. If the teacher desires to resign from an extra-curricular assignment, at least thirty (30) days advance notice must be given to the District.
- H. Bargaining unit employees appointed to vacant extra-curricular positions shall be issued contracts within ten (10) work days of the appointment. The teachers shall sign and return the contract within two (2) work days after receipt.

## ARTICLE 11: TEACHING HOURS

- A. The employer will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within the teachers' work hours as set forth in this Agreement. The Employer will not require employees regularly to work in excess of such hours. Teachers shall be on duty prior to the commencement of classes and shall remain on duty after student dismissal for sufficient periods of time to accomplish student and parental contact responsibilities. This provision shall not be used in a punitive, arbitrary or capricious fashion. Further, the employer agrees not to employ this provision to generate involuntary staff or committee meetings except in the case of emergency or mutual consent of those involved.
- B. The normal teaching day shall consist of six (6) hours and twenty (20) minutes with a thirty (30) minute duty free lunch for staff members. The second staff meeting each month will be ninety (90) minutes long and will be dedicated to school improvement and/or professional development activities. Except as outlined below, the Employer will not require employees to work in excess of the established teaching day.
- C. All employees shall be entitled to a duty-free lunch of not less than thirty (30) minutes. The Employer agrees to meet and confer with the Association to seek mutually acceptable solutions where those conditions do not exist.

### D. CONFERENCE ATTENDANCE AND PROFESSIONAL DEVELOPMENT

- 1. Each teacher shall be released from the school district without loss of pay for at least one day per school year to participate in workshops, programs or conferences away from the school district that are oriented solely to professional development. There shall be no more than three teachers per building requiring substitutes absent for such reason at any one time unless special authorization has been given by the Superintendent.
- 2. Teachers will make requests to attend such meetings on forms provided in each building and submitted to the principal, with a copy sent to the Professional Development Advisory Committee.
- 3. The Professional Development Advisory Committee shall also plan the three Teacher Professional Development days delineated in the School Calendar (not including the Teacher Self-directed Professional Development day).
- 4. The Professional Development Advisory Committee consisting of three teachers (one [1] from each level) and three Administrators will establish guidelines for teachers to follow. The committee will also keep a current list of professional development activities available from which teachers might wish to select.



5. If the committee does not reach a consensus on approving a specific professional development activity, the Superintendent shall make the final decision.
- E. Professional development hours will be met, in part, by accumulating after school meetings in order to reach twelve (12) hours of professional development activities. There will be eight (8) meetings, each being ninety (90) minutes in duration.
- F. Teachers who are employed on a half-time basis will attend all staff meetings, whether scheduled first thing in the morning or immediately after school. This includes meetings convened for the purpose of Professional Development set forth by the State of Michigan as part of the annual instructional hours requirement.
- G. For an employee working in multiple buildings, the employee, along with building administrators, will determine the building in which he/she will participate in staff and professional development meetings.
  1. Teachers employed on a full time or part time basis will attend one (1) professional development meeting and one (1) regularly scheduled staff meeting each month.

## ARTICLE 12: TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both students and employees is desirable to insure the high quality of education that is the goal of both employees and the Employer. The Employer recognizes that health, safety, and air quality conditions need to remain at suitable levels.

It is also acknowledged that the primary duty and responsibility of the employee is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the employee is primarily utilized to this end.

Therefore:

- A. The parties will confer from time-to-time through duly established committees for the purpose of improving the curriculum and selecting proper educational tools. The Employer agrees at all times to keep the schools adequately equipped and maintained.
- B. The Employer agrees to engage aides in the high school, middle school, and elementary school wherever practical to relieve teachers of cafeteria and playground patrol duties, lunch serving and other non-professional responsibilities.
- C. The Employer shall make available in each school adequate restroom and lavatory facilities exclusively for employee use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. The Employer agrees to meet and confer with the Association to seek mutually acceptable solutions where these conditions do not exist.
- D. Telephone facilities shall be made available to employees for reasonable use. No personal long distance calls will be charged to the school district and the employee shall cause any such calls to be billed to their home telephone numbers.
- E. The Employer shall furnish appropriate uniforms, smocks, and other attire for employees where duty requires such items and shall provide upkeep without charge to the employee. Items provided must be part of the inventory at the end of the year.
- F. Employees shall be informed of a telephone number they may call to report unavailability for work. Employees, teacher aides, or student teachers will not be used as substitutes on a daily basis. No employee (including special teachers, special education teachers, and librarians) is to be used as a relief or substitute employee except in cases of genuine and justified emergency where all efforts to obtain a substitute have been exhausted and no substitute can be found. A counselor shall only be asked to substitute for a classroom employee as a last resort.

In the event regular employees covered by this Agreement are used as substitutes on an emergency and voluntary basis, such employees shall be compensated from either or both of the two options below:

1. At the rate set forth on Schedule "A".
2. Upon the accumulation of six (6) such periods the employee shall be given one (1) unaccountable personal leave day which will not be deducted from the employee's sick leave.

The Administrator will keep a copy of substitute hours for employees after each hour or period of substituting.

Employees must take compensation time during the school year in which the time was earned based upon the availability of substitutes. Employees shall not take compensation time during the last week of the school year.

In the event a request for use of compensation time is in conjunction with Thanksgiving, the December Holiday vacation, spring vacation, or on a parent conference day, the teacher's building principal and Superintendent must approve it in advance. The administration will make reasonable efforts to accommodate the teacher's request.

G. When schools are closed to students due to severe inclement weather, severe storms, fires, epidemics, or other conditions beyond the control of school authorities, teachers will not be required to report for duty and shall suffer no loss of compensation on said days. However, teachers shall be required to report on rescheduled days of instruction with no additional compensation according to the following procedure:

1. Rescheduled days will be added on the end of the school year. The Board or its designee and Association shall jointly determine when the days are to be rescheduled.
2. The remaining makeup days will be added to the calendar immediately following the previously scheduled closing date for students. In that event, the calendar shall be adjusted so that the appropriate number of  $\frac{1}{2}$  days occurs at the end of the calendar.
3. Only "Act of God Days" (as defined in paragraph G) when school is closed for students and teachers will be rescheduled. Rescheduling shall occur moving consecutively through 1-3.
4. If at any time during the life of this Agreement, it becomes lawful to count (for the purpose of state member aid) as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics, or health conditions, it is agreed that the following provision shall become immediately in effect:

When an Act of God or an Employer directive forces the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled, unless otherwise required by State law.

- H. In the elementary school, employees will use as preparation periods the time available while students participate in weekly art, physical education, music and library programs supervised by the special area instructor.
- I. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.

## ARTICLE 13: ASSIGNMENTS

- A. The normal weekly teaching load in the elementary, middle and senior high school will include at least five (5) unassigned preparation periods. The preparation period for elementary shall be forty-five (45) minutes; middle school fifty-one (51) minutes; high school fifty (50) minutes. During the term of this Agreement instructional hours on regular school days shall be six (6) hours and twenty (20) minutes in the elementary, middle school and high school. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Employer and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure heretofore set forth.
- B. Since pupils are entitled to be taught by employees who are working within their area of competence, employees shall not be assigned outside the scope of their teaching certificates and their qualifications as defined in Article 19 of this Agreement.

### C. WORK LOAD

It is the objective of the parties that employees in the same pay classification shall have substantially equal work loads and productivity. However, the parties recognize that the professional work load and effort of each employee cannot be precisely measured. Nonetheless, the parties agree that the student/teacher ratio is both a measure of work load and an element in educational programming. Accordingly, to the extent practicable and recognizing the various elements which must be considered, including but not limited to such considerations as physical facilities and equipment, changes in enrollment, specialized or experimental instruction, improvement of instruction methods, instructor's recommendations, type of students, subject matter and type of class, class loads shall be maintained at levels regarded as educationally desirable. In situations where administrators have options for the placement of special needs students, the goal will be to place said students in a manner that is both educationally desirable and equitable to the affected teachers. Upon the prior written request of the BEA president, the parties agree to meet and confer for the purpose of seeking mutually acceptable solutions to problems that may arise related to work load.

- D. Any assignments in addition to the normal teaching schedules during the regular school year, such as duties enumerated on Schedule "C", shall not be obligatory but shall be with the consent of the employee.
- E. All preparation periods shall involve performance of instructionally related tasks. Administrators will not regularly assign tasks to be performed during preparation periods. Experiential learners and independent study students shall not be assigned to a staff member without his/her written permission.

- F. No staff shall be required to serve as substitute administrator as the duties are voluntary. A job description will be provided.

## ARTICLE 14: LEAVE PAY

- A. All employees absent from duty on account of personal illness or any other approved reason shall be allowed full pay for a total of eleven (11) days. Physical disabilities related to pregnancy shall not be treated differently from other disabilities.
- B. The employee may use his/her leave for the following reasons:
1. A maximum of five (5) days per school year per critical illness in the immediate family.
  2. Up to three (3) days when emergency illness in the family requires an employee to make arrangements for necessary medical or nursing care.
  3. Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance.
  4. A maximum of five (5) days per death in the immediate family shall be interpreted as husband, wife, mother, father, sister, brother, children, grandchildren, father and mother-in-law and grandparents.
  5. An employee may follow the guidelines of the Family and Medical Leave Act (FMLA) for pregnancy and other qualifying conditions, and be paid through the duration of the employee's accumulated sick leave.
- C. Personal leave shall be administered in accordance with the following guidelines, namely:
1. Each employee shall be credited with two (2) days leave. Such days shall normally be utilized in full day increments, but may be utilized on a half-day basis, provided a substitute is available to accept the half-day assignment.
  2. Each request for personal leave shall be submitted in writing at least three (3) days in advance of the anticipated absence, except in the case of an emergency.
  3. Leave shall be used for personal business which cannot reasonably be scheduled outside of the regular school day or on a non-work day.
  4. A request for leave may be denied if the requested leave day falls on a day immediately before or after scheduled holidays or vacations, or designated in-service days, except for the school-related business approved by the Superintendent.
  5. All unused personal leave shall accumulate to a maximum of four (4) days. Any accumulation beyond four (4) days shall accumulate as sick leave.

- D. Each employee shall be entitled to an unlimited accumulation for the unused portion of each year's sick leave, which shall be available in future years.
- E. The BEA will be given five (5) business days, non-accumulative.
- F. Any employee whose personal illness extends beyond the period compensated under this Article shall be granted a leave of absence without pay for a maximum of one year. Upon return from any leave, an employee shall be assigned to the same position, if available, or a substantially equivalent position. The above leave may be extended upon written application by the employee at the discretion of the Employer.
- G. The Employer shall grant jury duty and pay the employee an amount equal to the difference between the employee's daily rate and the daily jury duty fee paid by the court for each day on which he/she otherwise would have been scheduled to work, provided that the employee states to the court that he/she is presently employed as a teacher and should be excused until the summer court session.
- H. In the event the teacher draws worker compensation benefits, the teacher may elect to utilize a portion of his/her accumulated sick leave so that the total of worker's compensation benefits plus sick leave does not exceed the teacher's regular take-home pay.



## ARTICLE 15: LEAVE OF ABSENCE

A. Leaves of absence without pay may be granted upon application for the following purposes:

1. Study related to the employee's license field.
2. Study to meet eligibility requirements for a license, in the field of education, other than that held by the employee.
3. Study, research, or special teaching assignment involving probable advantage to the school system.

The regular schedule increment occurring during such period shall be allowed. The Employer will reimburse an employee who returns to the system following such leave for the cost of his/her health insurance during the leave.

B. A leave of absence of up to one (1) year shall be granted to any employee for the purpose of child care after written notice to the Employer at least 60 calendar days prior to the commencement of the leave. It is further provided that:

1. Continuation of insurance benefits will be provided during the semester when the leave was granted, provided that the rules of the insurance underwriter/policyholder so permit.
2. For salary schedule purposes, the teacher shall be given credit for a full semester during which time the leave was granted, provided that the teacher has taught forty-six (46) days or more that semester.
3. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee.
4. The above leave may be extended upon written application by the employee at the discretion of the Employer. However, such extension shall not be denied if requested because of medical reasons, or for a second year in length, provided that a suitable replacement teacher is available and the District incurs no additional unemployment compensation liability.

C. Leave of absence without pay will be granted up to one (1) year for any employee who joins the Peace Corps as a full-time participant in such program.

D. Employees who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association.

E. Military leaves of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

1. Whenever an employee who is a member of a military reserve or national guard unit is called to active duty during his/her normal 180-day contractual year, he/she shall submit a letter form to the adjutant general's office requesting that his/her reporting date for duty be deferred to the summer months. A person called to active duty shall be paid the difference between his/her regular salary and the allowance paid by the governmental authority for such active service.
2. The Employer will not be responsible to compensate for any military service which extends beyond two calendar weeks in any single contractual year.
3. Before such payment shall be made, the employee shall file with the Superintendent a letter from his/her commanding officer stating the period of active duty and the daily allowance paid by the governmental authority for such service.
4. Making a false statement or falsification of any documents concerning any military leave shall be considered just cause for disciplinary action up to and including termination of employment.

F. Leaves of absence without pay for other reasons may be granted at the discretion of the Superintendent. When a person's request is denied, the reasons shall be set forth in writing. However, the denial of such requests shall not be grievable.

#### G. LEAVE ADMINISTRATION

##### 1. *Notice*

An employee shall give the Employer notice of his/her desire to be granted a leave authorized by this Article as soon as it is practicable so that the Employer will have adequate time to provide for the employee's absence.

##### 2. *Leave Agreements*

A leave granted pursuant to this Article which extends for more than ninety (90) calendar days shall specify that the employee notify the Employer of his/her intention to return to active service at ninety (90) calendar days when possible, but no less than thirty (30) calendar days prior to the expiration of the leave in the case of leaves terminating within a school year or May 1 in the case of leaves terminating on or before the first work day of the following school year. Failure to provide such notice may be deemed just cause for termination of the employment relationship with the Employer.

3. *Verification*

Upon request the employee shall have the responsibility of verifying his/her eligibility for leave and any benefits due.

## ARTICLE 16: SABBATICAL LEAVE

- A. Section 1235 of the School Code allows the Employer to grant a sabbatical leave to employees holding life or permanent certificates, who have been employees of the district for a period of seven (7) consecutive years. Section 1235 limits the leave to two (2) semesters and provides that upon return an employee shall be restored to his/her position, or a position of like nature, seniority, status and pay.
1. Subject to applicable Michigan Statutory provisions and any amendments thereto, the Employer may grant sabbatical leaves for study, without pay, providing:
    - a. No more than five percent (5%) of the employees in the District shall be absent on sabbatical leave at any one time.
    - b. Requests are made in writing to the Superintendent on or before February 1 of the school year preceding the school year for which the leave is sought.
    - c. The employee has completed at least seven (7) consecutive school years of service in the District.
    - d. The employee on sabbatical leave will be required to file one report with the Superintendent. The report shall be presented upon the completion of the sabbatical leave.
    - e. Employees who have been granted a sabbatical leave shall be required to submit an approved program toward professional growth.
    - f. Upon return, the employee shall be entitled to advance to the next level of the salary schedule providing all requirements of the sabbatical leave policy have been fulfilled satisfactorily.
    - g. During the sabbatical leave, the Employer will not continue to make insurance payment but will allow the employee to continue to participate in the District's insurance program. Insurance benefits will be reimbursed upon the return to the system. Sick leave days shall not accrue but unused sick leave days held at the start of the sabbatical leave shall be reinstated.

## ARTICLE 17: PROFESSIONAL COMPENSATION

- A. The salaries of employees covered by this Agreement are set forth in Schedule "A" which is attached to and incorporated in this Agreement.
- B. Compensation Advancement - Except as hereinbefore provided, an employee shall advance to the next step on the salary schedule upon the completion of one school year or the equivalent, provided that the employee shall have rendered professional services for more than sixty (60%) percent of such year. For the purpose of this provision an employee on a paid leave shall be deemed to have rendered professional services for the period of such leave.
- C. Employees will be reimbursed for professional development activities which are approved for CEU credits and for specific classes completed up to six (6) semester hours per school year. For reimbursement, prior approval by the Superintendent is necessary. Classes taken to fulfill the state requirements for the initial granting of a continuing teaching certificate are not reimbursable.
- D. To establish school-wide curriculum committees by subject under direction of building principals, employees will receive twelve dollars (\$12) per hour for approved curriculum work done outside of school time. The building principal and employees on curriculum committees will complete the Curriculum Committee Reimbursement Request Form (AppendixC), prior to beginning committee work. The principal and teacher shall estimate the number of outside hours to be approved for compensation before the involved teacher(s) commence curriculum work. No teacher shall be compensated for more than eight (8) hours per semester. It is understood that when a committee member attends a faculty meeting and functions as a committee member at that meeting, this provision for compensation does not apply.
- E. Teachers required in the course of their daily assignment to drive their personal automobiles from one building to another will receive a car allowance at the maximum IRS non-taxable rate per mile. However, this must be with the prior approval of either the building principal or the Superintendent.
- F. If an employee plans to attend a school function, he/she may get tickets for his/her immediate family from the office prior to that function. It is assumed that the employee will accept responsibility in the area of crowd control. The Employer will furnish means of identification for said employee.
- G. Extra-duty assignments as set forth on Schedule "C" shall be compensated as therein provided.

- H. Any teacher who agrees to serve on a school improvement committee shall be compensated at the rate of twelve dollars (\$12) per hour for time worked outside of regular school hours. Such work must be pre-approved by the Superintendent and shall not exceed eight (8) hours per employee per semester. It is understood that when a committee member attends a faculty meeting or functions as a committee member at that meeting, this provision for compensation does not apply.
  
- I. The Bath Education Association (BEA) will select all representatives that represent professional staff on committees. The employer reserves the right to determine the composition of the committees unless otherwise defined in the collective bargaining agreement. If the BEA does not submit a list of participants in a timely fashion, the employer may then solicit participants.

## ARTICLE 18: SEVERANCE PAY

- A. The Employer agrees to pay to any person covered by this contract, who voluntarily terminated employment with the Employer, a lump sum equal to one-half of said person's accumulated unused sick leave, provided said person shall have been in the employ of the Employer for ten (10) or more school years.
- B. The rate per day shall be computed on the average of the highest five (5) years' salary and dividing this average by 180 days.
- C. In the event the person covered under this Contract dies, the severance pay will be paid to the person's designated beneficiary. The beneficiary must be designated in writing and on file on a form provided by the Board. If there is no designated beneficiary, it will be paid to the estate.
- D. If the severance pay clause is ever negotiated out of this Contract all severance pay earned to the date of the new contract will be paid upon leaving the Bath School system.
- E. Under this severance pay Article, a maximum payout shall not exceed seven thousand five hundred dollars (\$7,500).
- F. 403(b) Qualified Retirement Plan for Accumulated Sick Leave
  - 1. All employees who are eligible for severance pay shall participate in this program.
  - 2. All severance pay for every eligible employee shall be placed into a 403(b) account by the Employer by September 15 of the year in which the employee resigns.

## ARTICLE 19: LAYOFF AND RECALL

### A. DETERMINATION

If the Employer determines that it is necessary to decrease the number of employees or otherwise reduce the number of employees in a given subject area, field, or program, or eliminate or consolidate positions, the Employer shall notify the Association in writing of its intentions to do so and the reasons therefore. A layoff shall not be implemented until the Association shall have had two weeks to make its specific recommendations to the Employer regarding priorities and procedures to be followed in such layoff.

### B. LAYOFF PROCEDURE

Layoffs shall be subject to the following conditions:

1. Employees not holding a Michigan certificate will be laid off first, provided there are certified and highly qualified employees to replace the laid off employee(s).
2. If reduction is still necessary, then probationary teachers with the least seniority in the bargaining unit will be laid off first, provided there are remaining certified and highly qualified employees to replace the laid off employee(s).
3. If further reduction is still necessary then tenured employees with the least seniority in the District will be laid off first, provided there are certified and highly qualified teachers to replace them.
4. The Employer shall give written notice of layoff not less than thirty (30) calendar days prior to the end of the school year.
5. Any layoff shall suspend for the duration of the layoff the Employer's obligation to pay salary or fringe benefits except salary and/or benefits which were earned but not yet paid prior to the layoff.

### C. RECALL PROCEDURE

Recalls shall be subject to the following conditions:

1. Employees shall be recalled in inverse order of layoff to positions for which they are certified and highly qualified. The notice of recall shall be by certified return receipt requested mailed to the employee's last known address. It shall be the responsibility of each employee to notify the Employer of any change in address. An employee must indicate acceptance of the recall within fifteen (15) days from the date of receipt of the notice of recall. Failure to do so shall forfeit the right of the teacher to remain on the



recall list. However, if a previously full-time employee does not accept a part-time position, if offered, the teacher does not waive his/her rights to recall.

Changes in certification after the effective date of an employee's layoff shall only be taken into consideration in recall to vacancies for which the employee is certified and highly qualified.

Except where prohibited by the Tenure Act, an employee's eligibility for recall shall only extend for five (5) years from the effective date of layoff.

2. If the employee fails to report to work at the specified time, the employee shall be considered a voluntary quit and shall be terminated unless an extension has been granted in writing.
3. Employees whose services have been terminated due to necessary reduction in personnel will, upon written request, be placed on a preference list for per diem substitute teaching. Compensation will be at the per diem substitute rate.
4. It is the teacher's duty to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes.

#### D. DEFINITIONS

1. *Seniority*

The Employer shall maintain an up-to-date seniority list, a copy of which shall be furnished to the Association at least once each year, provided however, that the Association shall be furnished an updated seniority list at the time the Association is notified by the Employer that it intends to reduce staff pursuant to this Article. The names of all employees in the bargaining unit at the time of the preparation of the seniority list shall be listed in the order of their seniority starting with the teacher with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same seniority date, the last four digits of the social security numbers shall be used in determining their respective positions on the seniority list, with the employee having the lowest number being assigned first on the seniority list.

2. "Seniority" is computed from the date when the teacher first provided professional services for the Employer in the bargaining unit since any break in service. For purposes of this provision, an employee on an authorized leave of absence or on layoff shall continue to accrue seniority during any such period(s) provided, however, that seniority so accrued shall not be included for purposes of advancement on the salary schedule except as provided elsewhere in this Agreement.

3. *Certification*

Certification shall be defined as possessing a valid provisional, permanent, or continuing certificate appropriate to the teaching assignment.

4. *Highly Qualified*

For the purpose of this Article, highly qualified shall refer to the Michigan Department of Education's standards for identifying a highly qualified teacher.

5. The provisions herein set forth shall be subject and subordinate to all applicable laws and regulations, including the Michigan Teachers' Tenure Act.

E. LIMITATIONS

An employee who is laid off and received unemployment benefits pursuant to state or federal law and who is subsequently recalled by the Employer shall reimburse the Employer for that portion of the benefits received by the employee which are chargeable to and paid by the Employer, provided, however, that no reimbursement shall be required if the sum of such benefits and compensation earned by the teacher during the twelve (12) month period from and after the effective date of layoff does not exceed the compensation the employee would have earned had he/she been regularly employed by the Employer during the same period. This reimbursement will be made to the Board on or before November first (1<sup>st</sup>).

## ARTICLE 20: GENERAL PROVISIONS

### A. CONTRACT REPRESENTATIVES

Each party shall designate in writing the name of its authorized representative to administer this Agreement.

### B. NOTICES

Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

1. Employer's address: Office of the Superintendent  
Bath Community Schools  
6175 E. Clark Road, P.O. Box 310  
Bath, MI 48808
2. Association: Ingham/Clinton Education Association  
1601 E. Grand River  
Lansing, MI 48906
3. Employee: As set forth in the records of the Employer or to such other address as the party or an employee shall hereafter furnish in writing.

### C. SCOPE, WAIVER, AND ALTERATION AGREEMENT

1. The parties acknowledge that during the 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 Association and the Employer, for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
2. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties may be subject to discussion between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

3. The parties agree that this Agreement incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

#### D. NON-DISCRIMINATION

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, gender, sexual orientation, or marital status or membership in, or association with, the activities of any employee organization.

#### E. MEDICAL EXAMINATIONS

The Employer may require an employee to receive a physical and/or mental examination upon initial employment and for reasonable cause may also require an employee to receive a physical and/or mental examination:

1. To determine the existence of any condition which might impair the ability of the employee to properly discharge the employee's professional duties.
2. To determine the existence of any condition which might be detrimental to the health of the students or other persons.

If the Employer shall require a medical examination, it shall pay the cost thereof provided that the examining physician and/or medical facilities are satisfactory to it.

## F. DUPLICATION OF AGREEMENT

This Agreement shall be printed by the Employer, method to be agreed upon by both parties, and the costs of printing shall be shared equally by both the Employer and the Association and be ready for signing and distribution within (4) weeks after the Master Contract has been ratified by both parties. Each Association member shall be furnished a copy and extra copies shall be made available upon request of the Association.

## G. NEGOTIATIONS

1. Negotiations between the parties shall begin at least ninety (90) days prior to the expiration of this Agreement.
2. Neither party in the collective bargaining process shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals or consider proposals in the course of negotiations. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies. Upon ratification by both parties, their authorized representatives shall attach their signatures to the ratified agreement after the final copy is typed, but before it is printed.
3. An employee engaged during the school day with any representative of the Employer or participating in any professional grievance, negotiations, mediation or arbitration shall be released from regular duties without loss of salary or benefits.

H. The Employer and the Association are committed to a policy of non-discrimination and affirmative action. In carrying out this policy, the Employer and the Association agree to comply with applicable state and federal laws and regulations.

## I. CALENDAR

1. The inclusive time that an employee shall be required to work before the beginning of school in the fall and the closing of school in the spring shall not exceed four (4) days.
2. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday.

## J. DEFINITIONS

Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:

1. *Emergency*

Emergency means a sudden and unforeseen combination of circumstances or the resulting state therefrom that calls for immediate action.

2. *Employee*

Employee means a member of the bargaining unit. Reference to male employees shall include female employees and all masculine pronouns shall include males and females.

3. *Part-time Employee*

Part-time Employee means an employee regularly employed under contract, or an employee employed for less than a full school year. The fringe and leave benefits of a part-time employee shall be proportionately reduced.

4. *Party*

Party means the Employer or the Association.

K. GENERAL INTERPRETATION

If any provision of this Agreement is found contrary to law, then such provision shall be deemed invalid, but all other provisions or applications shall continue in full force and effect.

For the purpose of this Agreement:

1. *Captions*

Captions are included only for convenience or reference and shall not modify in any way the provisions herein.

2. *Other Rights*

The rights of either party or of an employee to any benefit shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of the Agreement in any subsequent Agreement and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

3. *Schedule Modification*

The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Employer after consultation with the Association.

4. *Subordination*

Any individual contract or letter of agreement between the Employer and an employee for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.

- L. It is agreed that the Board shall have no obligation to make retirement contributions on behalf of the employee to the Voluntary Member Investment Plan fund created by Public Act 91 of 1985. Contributions to that fund are the sole financial responsibility of the teacher.

## **ARTICLE 21: ONLINE AND DUAL ENROLLMENT COURSES**

Bargaining unit staff shall not be decreased due to the implementation of online and off-campus/dual enrollment instruction. The Association shall be consulted regarding the scope and use of online and dual enrollment courses and the determination of credits earned toward graduation requirements for students.



## ARTICLE 22: MASTER TEACHER PROGRAM

- A. For the first three (3) years of his/her or her employment in classroom teaching, a teacher will be assigned a master teacher(s) who will serve as mentor(s) to the new teacher.
- B. During this three (3) year period professional development training will be based on the professional plan and will include not less than fifteen (15) days of professional development.
- C. The mentor teacher shall be assigned in accordance with the following:
  - 1. The mentor teacher shall be an appropriate individual as determined under MCL 380 Section 1526.
  - 2. Participation as a mentor teacher shall be voluntary.
  - 3. The District shall promptly notify the Association when a mentor teacher is matched with his/her mentee.
  - 4. Reasonable effort will be made to match mentors and mentees who work in the same building and have the same area of certification.
- D. Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.

## **ARTICLE 23: AT-RISK STUDENT PROGRAMS**

- A. A District-wide at-risk student program committee consisting of six (6) members shall be established. Three (3) members shall be selected by the Association and three (3) members shall be selected by the Administration.
- B. The committee will meet as needed as determined by the Administration.

**ARTICLE 24: EFFECTIVE DATE AND TERMINATION**

This Agreement shall become effective on September 1, 2011 upon ratification by the parties and shall continue in effect until August 31, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date set forth above unless an extension is mutually agreed upon in writing by the parties. If the District receives increased revenues for 2011-12, the parties agree to reopen the Agreement in order to discuss wages for 2012-2013.

The entire agreement or specific provisions of the agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4. This language is not agreed upon by the parties but is put into this Agreement solely because it is required by law.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of September 1, 2011.


FOR THE EMPLOYER

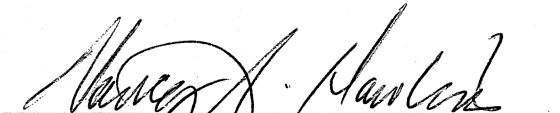
FOR THE EMPLOYEES

Bath Board of Education:


Bath Education Association:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Ingham-Clinton Education Association:

  
\_\_\_\_\_  
President

## SCHEDULE A: BASIC COMPENSATION SCHEDULE

### SECTION 1 – SALARY

2011-12 SALARY				
Step	BA	BA+18	MA, BA+30	MA+8, BA+38
1	\$36,744	\$38,214	\$39,867	\$40,665
2	\$38,397	\$40,048	\$41,662	\$42,496
3	\$40,126	\$41,971	\$43,537	\$44,407
4	\$41,931	\$43,986	\$45,496	\$46,406
5	\$43,819	\$46,065	\$47,543	\$48,495
6	\$45,790	\$48,309	\$49,682	\$50,676
7	\$47,851	\$50,628	\$51,918	\$52,960
8	\$50,005	\$53,066	\$54,254	\$55,339
9	\$52,255	\$55,605	\$56,696	\$57,830
10	\$54,605	\$58,274	\$59,247	\$60,432
11	\$57,063	\$61,072	\$61,914	\$63,152
12	\$59,631	\$64,675	\$64,700	\$65,993
13	-----	-----	\$68,517	\$69,886

If the District finishes at least \$42,000 in the black for the 2011-12 school year, then there will be a 1% on-schedule increase due to the teachers no later than the first June 2012 pay period. If the District finishes at least \$65,000 in the black for the 2011-12 school year, then there will be a 1% on-schedule increase and a 0.5% off-schedule increase due to the teachers no later than the first June ~~2013~~ pay period.

*2012 BA DA*

If the District finishes at least \$42,000 in the black for the 2012-13 year, then there will be a 1% on-schedule increase due to the teachers no later than the first June 2013 pay period. If the District finishes at least \$65,000 in the black for the 2012-13 school year, then there will be a 1.5% on-schedule increase due to the teachers no later than the first June 2013 pay period.

## SECTION 2 – LONGEVITY

A teacher shall receive longevity payments after the completion of his/her 11<sup>th</sup> year and before the start of his/her 12<sup>th</sup> year, as follows:

12 - 16 years	\$1,064
17 - 20 years	\$1,164
21 - 24 years	\$1,264
25+ years	\$1,364

Effective the 1983-84 school year, longevity payments will be based on length of service to the Bath Community Schools. Exempt from this provision are those teachers employed during the 1982-83 school year who had been granted prior experience and were receiving longevity pay as of the 1982-83 school year.

## SECTION 3 – SUBSTITUTE RATE

An employee who substitutes for another employee during his/her conference period shall be compensated at the rate of \$25 per hour.

## SECTION 4 – GENERAL PROVISIONS

- A. Credit for experience outside the Bath Community Schools may be allowed for the first five (5) years of experience for placement upon the salary schedule.
- B. Increments become effective September 1 of each year and advancement on the salary schedule shall be automatic as of September following completion of required academic or professional course.
- C. Additional credit hours on Schedule "A" shall be understood to be "term hours".
- D. Credits earned for advancement to the MA+8 column shall be completed subsequent to or concurrently with completion of all requirements for the MA degree.

## SCHEDULE B: FRINGE BENEFITS

### SECTION 1 – INSURANCE

A. Beginning with the 2011-12 school year, the Board shall make premium payments of 80% of the cost of the premium on behalf of the bargaining unit member and his/her eligible dependents for the following insurance protection. Those bargaining unit members who are eligible and select insurance coverage under Plan A or Plan B will pay 20% of the premium for Health, Dental and Vision. The parties also agree that the Board will share in the cost of the health insurance deductible. The Board will contribute 80% and the Employee will contribute 20% of the cost of the deductible. The Employee will pay 100% of the deductible until his/her portion of the 20% is paid in full, and then the Board is responsible for the remaining 80%. The payment to the Employee will be processed and paid when the Explanation of Benefits (EOB) is submitted. All EOBs must be submitted no later than March 31 of the following calendar year (e.g., EOBs from 2011 must be submitted by March 31, 2012). No EOBs are to be submitted between May 15 and June 30 of any year.

	2011-13 INSURANCES				
	Health	Dental	Vision	LTD	Life
Plan A	McLaren Custom Plan 3 – 250/500 deductible	80/80/80 ADN Dental \$1,000 maximum	ADN Vision (VSP 2 equivalent)	66 2/3% of max eligible salary (max monthly benefit = 3,500)	\$25,000
Plan B	(none)	80/80/80 ADN Dental \$1,000 maximum	ADN Vision (VSP 2 equivalent)	66 2/3% of max eligible salary (max monthly benefit = 3,500)	\$25,000

1. Teacher payments shall be by payroll deduction with the option of payment through an approved pre-tax Internal Revenue Code (IRC) Section 125 flexible benefits plan.
2. Each teacher choosing Plan B shall have a contribution made on his/her behalf of one hundred dollars (\$100) per month in cash. If the number of teachers choosing this option is six and one-half (6.5) to fourteen (14) FTE (Full-time Teaching Equivalent), then the amount shall increase to four hundred dollars (\$400); if fifteen (15) FTE or more, then five hundred dollars (\$500). The teacher may then enter into a salary reduction

agreement in order to place the cash into a tax-sheltered annuity as authorized by the Internal Revenue Code.

- B. The parties have agreed upon this insurance program with the intent of achieving maximum efficient use of health care premium dollars while providing needed coverages for bargaining unit members and their dependents. To achieve these objectives, the parties will cooperate in encouraging enrollment in Plan B where the teacher does not have a need for health insurance coverage through the District.

## SECTION 2 – INSURANCE PROVISIONS

- A. The Employer's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which the employee last provided professional services except that an employee who provides professional services for the full school year shall receive insurance coverage for a twelve-month period beginning September 1.
- B. Insurance benefits are provided in accordance with underwriting rules and regulations set forth in the respective insurance contracts issued by the carrier(s) to the Employer.
- C. Employees that are under contract less than full-time but half-time or more will be granted coverage pro-rated as to the terms of their employment if they choose Plan A. The employee will be responsible for any premium differential. Any teacher who is less than full-time, but two-fifths or more, shall have the alternative of receiving Plan B without cost or half-time benefits under Plan A.

NOTE: COBRA regulations apply.

## SCHEDULE C: SUPPLEMENTAL COMPENSATION

### ADMINISTRATIVE PROVISIONS

1. The applicable percentage rate shall be applied to the salary schedule up to Step 5 of the BA column based upon the number of years of experience in the particular activity area in the Bath Community Schools.
2. Any activity may be temporarily or permanently discontinued or assigned to a person who is not a member of the bargaining unit if no teacher who has the requisite skills and competencies has expressed an interest in the activity. None of the provisions of this Agreement shall apply to a person who is not a member of the bargaining unit, provided, however, that compensation for any non-bargaining unit member shall not exceed the scheduled rate for the activity.

### GENERAL

A. HIGH SCHOOL	Percent
1. Journalism/Media Production	2.0
2. Class Sponsors	
Senior Class	4.5
Junior Class	4.5
Sophomore Class	3.0
Freshman Class	3.0
3. Debate/Forensics	2.0
4. Drama	1.5
5. Music	
Band	12.0
Choir	1.5
6. Student Council	3.5
7. Yearbook	7.0 or 2.0
(if incorporated into a class by mutual consent)	



8. Quiz Bowl 3.0

9. National Honor Society 2.0

B. *MIDDLE SCHOOL*

1. Yearbook 2.0

2. Choir 1.5

3. National Honor Society or PALS 1.5

4. Student Council 3.5

5. Disney Trip \$75 per night  
(the District determines the number of overnight teachers)

C. *ELEMENTARY SCHOOL*

1. Safety Patrol 2.0

2. Fifth Grade Camp \$75.00/night  
(the District determines the number of overnight teachers)

D. *MENTOR TEACHERS*

1. Mentor teachers will receive one percent of their salary for each mentee. The District will provide a job description and participation will be voluntary.

# ATHLETICS

## A. HIGH SCHOOL

### 1. Fall Sports

Cross Country	10.0
Varsity Football	12.0
Assistant Varsity Football	8.5
J.V. Football	8.5
Assistant J.V. Football	7.0
Freshman Football	7.0
Assistant Freshman Football	6.0
Volleyball - Girls	11.0
J.V. Volleyball – Girls	8.0
Freshman Girls Volleyball	6.5

### 2. Winter Sports

Basketball – Boys	12.0
J.V. Basketball – Boys	8.5
Freshman Basketball – Boys	7.0
Basketball – Girls	12.0
J.V. Basketball – Girls	8.5
Freshman Basketball – Girls	7.0
Wrestling – Boys	11.0
Assistant Wrestling	6.5

### 3. Spring Sports

Baseball – Boys	10.0
J.V. Baseball – Boys	6.5
Softball - Girls	10.0
J.V. Softball – Girls	6.5
Track - Boys	10.0
Track - Girls	10.0
Assistant Track	6.5
Golf	7.0
Soccer – Girls	7.0

- 4. Cheerleading
  - High School – Fall 4.5
  - High School – Winter 4.5

- 5. Weight Lifting
  - Winter 3.5
  - Summer 4.5

B. *MIDDLE SCHOOL*

- 1. 7th/8th Grade Basketball – Girls 6.5
  - 7th/8th Grade Basketball – Boys 6.5
- 2. Track – Girls 6.5
  - Track – Boys 6.5
- 3. Track Assistant 4.5
- 4. Wrestling 6.5
- 5. Cheerleading 2.0
- 6. Cross-Country 6.5

## SCHOOL CALENDAR: 2011-12

<b>Teachers – 1<sup>st</sup> Day of School</b> Professional Development (No Students)	August 30-31 & Sep 1
<b>Students – 1<sup>st</sup> Day of School</b>	September 6
<b>Full Day of School</b> Evening Parent-Teacher Conferences	October 19
<b>Half Day of School</b> Afternoon and Evening Parent-Teacher Conferences (October 20)	October 20-21
End of 1 <sup>st</sup> Marking Period	November 4
<b>Half Day of School</b> Thanksgiving Break – Students & Staff	November 23
<b>No School</b> Thanksgiving Break – Students & Staff	November 24-25
<b>No School</b> Winter Break – Students & Staff	Dec 19 – Jan 2
<b>Early Release Day</b> (HS – 1:05pm, MS – 1:00pm, ES – 2:15pm) Exams	January 25
<b>Half Day of School for Students</b> Exams	January 26
<b>Half Day of School for Students</b> Exams, End of 2 <sup>nd</sup> Marking Period	January 27
<b>No School</b> Teacher Self-Directed Professional Development	February 17
<b>No School</b> Presidents' Day – Students & Staff	February 20
<b>Full Day of School</b> Evening Parent-Teacher Conferences	March 28
<b>Full Day of School</b> End of 3 <sup>rd</sup> Marking Period	March 29
<b>No School</b> Spring Break – Students & Staff	March 30 – April 6
<b>No School</b> Memorial Day – Students & Staff	May 28
<b>Early Release Day</b> (HS – 1:05pm, MS – 1:00pm, ES – 2:15pm) Exams	June 6
<b>Half Day of School for Students</b> Exams	June 7
<b>Half Day of School for Students – Last Day of School</b> Exams, End of 4 <sup>th</sup> Marking Period	June 8

**177 Student Days** (166 Full + 5 Half + 6 early release), **181 Staff Days**

**4 Staff PD Days** (3 before school, 1 self-directed, 12 hours from 90 min/month school improvement meetings)

## **APPENDIX A: EVALUATION INSTRUMENT**

[ Evaluation Instrument to be determined. ]

**APPENDIX B: CLASS REIMBURSEMENT REQUEST FORM**

**CLASS REIMBURSEMENT REQUEST FORM**  
**(Please fill out in DUPLICATE)**

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Name of Course \_\_\_\_\_ Course No. \_\_\_\_\_

College \_\_\_\_\_ Credits \_\_\_\_\_

Tuition Cost \_\_\_\_\_ Date Course Begins \_\_\_\_\_

Why do you feel this course would benefit you? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Upon completion of this course I will furnish to Bath Community Schools a receipt of tuition expense and a transcript or grade report which signifies successful completion of the course. I will be reimbursed my tuition expenses upon payment of the bills at the next board of education meeting.

\_\_\_\_\_  
Date Signature

**APPROVAL OF SUPERINTENDENT OF SCHOOLS:**

\_\_\_\_\_  
Date Superintendent of Schools

APPENDIX C: CURRICULUM COMMITTEE REIMBURSEMENT REQUEST FORM

**CURRICULUM COMMITTEE  
REIMBURSEMENT REQUEST FORM**  
(Please fill out in DUPLICATE)

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

CURRICULUM COMMITTEE IS ESTABLISHED TO: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATE OF NUMBER OF OUTSIDE HOURS TO BE APPROVED FOR  
COMPENSATION

\_\_\_\_\_

**ARTICLE 17 - D:** To establish school-wide curriculum committees by subject under direction of building principal. Employees will receive twelve dollars (\$12) per hour for approved curriculum work done outside of school time.

The building principal and employees on curriculum committee WILL complete the Curriculum Committee Form prior to beginning committee work. The principal and teacher shall estimate the number of outside hours to be approved for compensation before the involved teacher(s) commence curriculum work.

\_\_\_\_\_  
Building Principal

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

