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

**AGREEMENT**

This Agreement is made and entered into this 1st day of July 2014, by and between the Board of Education of the Bad Axe Public Schools District, Bad Axe, Michigan, hereinafter called the "Board" and the Bad Axe Education Association, hereinafter called the "Association" pursuant to Act 379 of the Michigan Public Acts of 1965. Wherever "Board of Education" or "Superintendent" is used, it shall mean "or designee."

**ARTICLE I - RECOGNITION**

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

**ARTICLE II - DEFINITIONS**

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

- D. Wherever the term "Association" is used, it shall mean the Bad Axe Education Association/MEA/NEA, and shall include its designee(s) upon whom the Association has conferred authority to act in its place and stead.
- E. The term "teachers", when used in this Agreement, shall mean those employees as set forth in the recognition article either individually or as a group.
- F. The term "universal leave day" shall encompass past, present or future terms related to various definitions of leave (i.e. sick, business, personal).

### **ARTICLE III - GRIEVANCE PROCEDURE**

#### A. Definitions

- 1. A "grievance" shall be defined as an alleged violation, misinterpretation or inequitable application of a specific and expressed term of this Agreement. The Association and the employees agree not to process a grievance in which the same or similar issue is being processed to the Michigan Employment Relations Commission (MERC), the Equal Employment Opportunity Commission (EEOC), Michigan Civil Rights Commission (MDCR) or any other state or federal judicial or quasi-judicial body. The employee may file a grievance following an unfavorable decision from said agency(s) within ten (10) calendar days of the decision in accordance with the terms of the grievance procedure.

#### B. Procedure

Step 1. The aggrieved person must discuss the claim with the principal to resolve the matter informally. This step shall be initiated by the aggrieved person within ten (10) calendar days of the "claimed violation." If after the principal has discussed the matter informally with the aggrieved person and feels that the matter could better be handled by the Superintendent, the principal may direct that if the grievance is filed it will be filed at Step 3. If the "claimed violation happens at the end of the school year and there are not ten (10) calendar days left then the aggrieved person must discuss the claim with the principal by July 1. The principal will have fifteen (15) calendar days to discuss the claim."

Step 2. If the complaint has not been satisfactorily resolved, the aggrieved person may file a written complaint with the principal within ten (10) calendar days of the completion of Step 1. The principal will meet with the aggrieved person and, if requested, a representative of the Association within ten (10) calendar days of receipt of the grievance. If the written complaint is received during the summer vacation period the principal will have twenty (20) calendar days to meet with the aggrieved person. The Principal shall submit a written decision, with reasons, to

the aggrieved person within ten (10) calendar days following the meeting. If the grievance is during the summer, the principal will have fifteen (15) calendar days to submit the written decision.

Step 3. An appeal of the decision of the principal may be made by the aggrieved person to the Chairman of the Association within ten (10) calendar days of the completion of Step 2. The Association may decide that the claim has no merit and may drop the grievance or it may file the grievance with the Superintendent within ten (10) calendar days of the receipt of appeal by the Association.

Step 4. If the Association files a grievance with the Superintendent, the Superintendent will meet with the aggrieved person and the Chairman of the Association or his/her designee within ten (10) calendar days of receipt of the grievance. The Superintendent will submit a written decision, with reasons, to the Association within ten (10) calendar days following the meeting. If the grievance is in the summer, the Superintendent will have fifteen (15) calendar days to submit the written decision.

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

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

C. Miscellaneous Provisions

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

3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time specified may, however, be extended by mutual agreement.
  4. In the event a grievance arises from the action of the Superintendent or the Board, or involves more than one school, the aggrieved person or Association representative will discuss the matter informally with the superintendent within ten (10) days of the claimed violation. If the response of the Superintendent is unsatisfactory, the grievance will be reduced to writing and processed commencing with Step 4 of the grievance procedure.
  5. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.
- D. The following matter shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. Any claim or complaint for which there is another remedial procedure or form established by law or regulation having the force of law, including any matter subject to the procedure specified in the Teacher Tenure Act (Act 4 of Public Act, Extra Session, of 1937, of Michigan as amended).
- E. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her right hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he/she presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

#### **ARTICLE IV - RIGHTS OF THE BOARD**

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including but without limiting, the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees specifically related to the job.

2. To hire all employees and, subject to the provisions of law, determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
  3. To establish grades and courses of instructions, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
  4. To decide the course of study and the selection of textbooks.
  5. To determine class schedules, and the duties, responsibilities, and assignments of teachers with respect thereto.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

#### **ARTICLE V - RIGHTS OF THE ASSOCIATION**

- A. The Association may use the school mail service and teacher mailboxes for the distribution of Association materials. All items so distributed are to carry the title or letterhead of the Association. The Association assumes full responsibility and legal liability for the information it distributes. The allowance to so distribute the literature does not imply agreement upon the part of the Board as to content or validity.
- B. The Association shall have the right to post notices of its activities and matters of Association concern on teachers' bulletin boards in the teachers' lounges. All items so posted are to carry the title or letterhead of the Association.
- C. The Board will make available information to the Association to which it is legally entitled. This information includes but is not limited to information needed by the Association to process a grievance and prepare for negotiations. The Board of Education, however, is not required to do any research or incur any cost on behalf of the Association.

- D. The Association shall be allowed a maximum of fifteen (15) days per year of released time for Association business. The request must be made seven (7) days in advance on the Miscellaneous Leave Form. The Association shall reimburse the School District for the cost of (a) substitute teacher(s) after twelve (12) days.
- E. The Association, with permission of the building principal, shall have the right to use school equipment, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall inform the Superintendent of Schools in writing at the end of each month of all materials and supplies used during that month by the Association.
- F. The Association will request, on a form available from the Board, the use of the school building for meetings of the local Association. The Board agrees to approve all reasonable requests submitted at least twenty-four (24) hours in advance of the meeting, and will charge the normal rental fee for said room.

#### **ARTICLE VI - RIGHTS OF THE TEACHER**

- A. Teachers shall not be required to transport students.
- B. The Board will provide protection under a liability policy to teachers when they are authorized in writing to drive their own autos to transport students. The policy will supplement the present insurance of the teacher for property damage up to Fifty Thousand Dollars (\$50,000) per accident and for bodily injury liability up to One Million Dollars (\$1,000,000) per accident, subject to normal exclusions.
- C. Each teacher is free to join and participate in the activities of the teacher's organization of his choice.
- D. Teachers shall not be required to sell tickets or take tickets at any school-sponsored event.
- E. Sponsorship of clubs, organizations, and all other activities shall be voluntary.
- F. No teacher shall be disciplined or reprimanded for reasons that are arbitrary or capricious.
- G. A teacher shall have the right to review the contents of his/her personnel file. The teacher may have a representative of the Association accompany him/her at such review. Nothing contained in a teacher's file may be used in an adverse manner against such teacher without the teacher's knowledge. Copies of reprimands placed in the teacher's file shall be given to the teacher. All copies shall be signed by the teacher and the administrator before being placed into said file. A teacher's

signature indicates knowledge of reprimand and does not constitute agreement of said reprimand.

- H. The assignment of mentoring non-tenured teachers shall be voluntary.

#### **ARTICLE VII - SUPPORT OF TEACHERS**

- A. The Board of Education has established a framework of policy within which schools operate. Teachers are required and expected to take appropriate action with pupils to maintain good discipline and pupil control as provided in Board policy. Teachers will receive full support from administrators and the Board of Education in properly discharging these duties.
- B. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by law. (Board policy JGA)
- C. The Board will provide protection to teachers under a liability policy, which will cover legal costs and judgments in case a teacher is sued for occurrences in connection with his/her duties, subject to normal exclusions appearing in such policies. The insurance will provide a One Million Dollar (\$1,000,000) coverage for a single occurrence.
- D. A teacher who is injured in the line of duty shall receive compensation and expenses as prescribed by the Workmen's Compensation Law of the State. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed his/her sick leave reserve. Such reserve shall be charged only for that portion in excess of the compensation payment.

#### **ARTICLE VIII - CERTIFICATION OF TEACHERS**

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

#### **ARTICLE IX - ASSIGNMENT OF TEACHERS**

- A. Changes in Assignments
1. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades shall be consulted and given tentative written notice of their schedules for the forthcoming school year by June 30. Department shall be as defined as:

Art K-12  
Music K-12



Library K-12  
Physical Education K-12  
Special Education (Governed by Certificate)  
Elementary K-5  
Secondary 6-12 by subject area

2. Teachers may request transfers for the following year on or before March 1 of each school year. Such requests shall be in writing to the Superintendent and may be for positions in the different schools, levels, teaching areas, or specialized positions. Each transfer request will receive consideration for vacancies which occur.

B. Itinerant Teachers

1. Itinerant teachers are those who work in more than one (1) school.
2. Itinerant teachers are regular members of the teaching staff and have all rights and privileges to which all teachers are entitled, as well as the provisions of this Agreement.
3. An itinerant teacher is responsible to the building principal during the time the teacher is on duty in the building.
4. Efforts will be made to limit the schedule of itinerant teachers to as few different schools as possible.
5. Teachers who are given teaching assignments between two or more buildings shall be paid a travel allowance of two hundred (\$200.00) dollars per building, per school year. If the teacher assignment does not require the trip each day of the week, the teacher will receive a pro-rated allowance (pro-rated amounts to be computed).
6. Teachers that are teaching in more than one building and have a shortened lunch or prep period will receive two thousand dollars (\$2,000) for the school year. The two thousand dollars (\$2,000) will be prorated if the teacher's schedule changes. Pays distributed  $\frac{1}{2}$  (\$1,000.00) on the first pay in December and  $\frac{1}{2}$  (\$1,000.00) on the first pay in June of said contract year.
7. Teachers that have a split assignment between secondary buildings (buildings that contain grades categorized as non-elementary) will be considered full time if they teach at least five (5) of seven (7) periods.

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

D. Schedule B Assignments

1. Assignments in addition to the normal teaching schedule shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the District.
2. Following the conclusion of an activity, it shall be the responsibility of the assigned administrator to evaluate and review the activity no later than sixty (60) days following its conclusion or June 30<sup>th</sup> of the school year. The conclusion of the activity will be determined to be when all events and procedures relating to an activity are completed in accordance with administrative guidelines.
3. An individual who wishes to be considered for extra-curricular assignments may apply for the assignment.
4. Assignments shall be made when deemed appropriate by the Administration.
5. If the Board decides to suspend an activity to which a teacher has been assigned, all existing contracts for the activity will be void.
6. Failure to appoint or to re-appoint a bargaining unit member shall not be the subject of any grievance.

E. Distance Learning

1. The Huron County Telecommunications Consortium, Distance Learning System, Operating Guidelines, dated February 25, 1999, or the most current guideline, will be followed in all matters dealing with distance learning.

**ARTICLE X - TEACHER'S DAY**

- A. The Board of Education has the right, except as provided below, to schedule classes, determine their length and content, and assign teacher's duties within a seven and one-half (7 1/2) hour day.
- B.
  1. Teachers shall not be required to teach more than three hundred thirty (330) minutes of active classroom instruction per day.
  2. Teachers shall have a thirty (30) minute duty free lunch period.
  3. All teachers shall have a minimum of fifty-five (55) minutes of preparation time in addition to their thirty (30) minute duty free lunch

period. Elementary teachers shall have at least one thirty (30) minute block of planning time per day during the student day. All other time during the workday shall be subject to Article IV. Supervision of students will be limited to an average of forty-five (45) minutes per day, not to exceed fifty-five (55) minutes per day.

4. A teacher who teaches at the Secondary level shall not teach more than six (6) classes. The classes shall not be less than fifty (50) minutes nor more than fifty-five (55) minutes in length with the exception of electives which may be shorter.
  5. Special Education teachers may request released time for peak periods to assist with IEP's and other special education needs. The Board recognizes this may necessitate providing a substitute for said instructor when the Principal and teacher identify such need may exist.
- C. The Board shall comply with all requirements of the State Aid Act or other applicable statutes in order to fulfill the hour and day requirements for pupil instruction.

#### **ARTICLE XI - TEACHERS' MEETINGS**

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

**ARTICLE XII - TEACHING CONDITIONS**

A. Class Size

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

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

b. Elementary

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

c. Secondary

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

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

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

The Appeal Board shall meet within seven (7) calendar days to determine how to alleviate the situation. The following will be considered as possible alternatives:

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

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

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

### **ARTICLE XIII - NOTICE OF ABSENCE**

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

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

#### **ARTICLE XIV – VACANCIES**

- A. A vacancy shall be defined as a newly created position, or a teaching position which is unfilled due to resignation, termination, retirement, or long-term leave of absence (paid or unpaid) which is ninety (90) working days or longer.
- B. All vacancies shall be posted on a designated bulletin board in each building along with a copy of such posting to the Association. Positions as above described shall be posted at least ten (10) school days prior to being filled.
- C. Interested personnel may apply and will receive full consideration for appointment to vacancies.
- D. Applications will be sought from outside the school district.
- E. Vacancies shall be filled on the basis of certification, qualifications, and State of Michigan requirements/guidelines.
- F. The following procedures shall be in effect when vacancies occur during the summer when the staff is dispersed and unavailable:
  - 1. Teachers who wish to be considered for the positions listed in Item A above shall fill out a “Personnel Preference Form” by May 1<sup>st</sup> of each school year.
  - 2. Those teachers who have expressed an interest in these vacancies shall be notified by email or letter mailed to their last known address. (The teacher is responsible for maintaining a current listing of his/her address in the Board of Education Office.)
  - 3. The position will not be filled for ten (10) days after the email or mailing of the notice.

#### **ARTICLE XV - PROFESSIONAL IMPROVEMENT**

- A. Visiting Day
  - 1. The Superintendent is empowered to grant one (1) visiting day per year to any teacher.

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

#### **ARTICLE XVI - WORK YEAR**

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

#### **ARTICLE XVII - PAYROLL DEDUCTIONS FOR ASSOCIATION DUES**

- A. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Association according to the association's constitution and bylaws; and any policy regarding membership. Neither party shall exert pressure on or discriminate against an employee in regard to such matters.
- B. The Association must permit all eligible employees to join the Association.



- C. The Association must allow membership on an equal basis; full participation must be on an equal basis.
- D. The Association cannot deny an employee membership or the right to pay the service charge if he/she has tendered or offered to pay.

**ARTICLE XVIII- UNPAID LEAVES OF ABSENCE**

A. Military Service Leaves

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

B. Service in Public Office Leaves

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

C. Public Service Leave

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

D. Sabbatical Leave

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

E. Child Care Leave

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

F. Miscellaneous Leaves

1. A teacher who has exhausted all sick leave may be granted up to three (3) days of unpaid leave for emergency situations or personal illness or illness in the immediate family. Approval of such leave shall be at the discretion of the Superintendent. If said leave is granted for any of the above reasons, Board paid benefits will be granted for said days at the full daily rate of the cost of such benefit. Following the exhaustion of these days, the teacher may request up to an additional year of unpaid leave after presentation of a doctor's statement. Such leave shall be without fringe benefits. Upon a teacher's request, said leave may be extended at the discretion of the Board.
2. Leaves of absence without pay may be authorized by the Board for study or travel if recommended by the Superintendent. A teacher must be a tenure teacher to be eligible for such leaves. Leaves shall be for one (1) year and are renewable annually to a maximum of three (3) years at the discretion of the Board.
3. A teacher may return to his/her position or a similar position provided the teacher informs the Board of his/her intent to return prior to April 1 of the year preceding the school year that he/she plans to return.
4. Other leaves of absence without pay or fringe benefits may be granted at the discretion of the Superintendent or the Board.
5. Each September the Board will furnish each teacher a statement showing

the daily cost of fringe benefits according to the current rates.

G. Family & Medical Leave

1. A leave of absence not to exceed twelve (12) weeks shall be granted to any bargaining unit member for any of the following purposes:
  - a) the birth, or placement for adoption or foster care, of a child;
  - b) a serious health condition of a family member;
  - c) the bargaining unit member's own serious health condition; and
  - d) the care of a child under age 18.
2. Whenever practicable, the bargaining unit member will provide the Employer at least thirty (30) calendar days written notice of the request for the leave. The request will include the reason for the leave, the expected beginning date and the expected ending date. The bargaining unit member will use any available paid sick and personal leave days during the leave, except he/she may retain up to two (2) days in the individual's sick leave bank.
3. A Family and Medical Leave may be taken on an intermittent basis following discussion with the Superintendent and with the written agreement of the Superintendent.
4. The Employer shall continue all health insurance benefits during a Family and Medical Leave.
5. For the purpose of a Family and Medical Leave, a child is defined as the biological, adopted, or foster child, step-child, legal ward or individual under 18 for whom the bargaining unit member serves in loco parentis. A family member is defined as a child, spouse, parent, parent-in-law, step-parent, grandparent, an individual over 18 who is incapable of self-care because of a physical or mental disability for whom the bargaining unit member stands in loco parentis.
6. A pregnant bargaining unit member may commence Family and Medical Leave pursuant to this Article before or after the birth of her child at her option.
7. Whenever the Board requests medical verification from the bargaining unit member, he/she shall provide it as soon as possible.

**ARTICLE XIX - PAID LEAVES OF ABSENCE**

A. Universal Leave

Thirteen (13) days per year universal leave is granted. Universal leave days may be used for any purpose at the discretion of the teacher. Universal leave days are cumulative.

1. A leave day shall not be granted for the last scheduled day of the school year unless the school calendar has been extended.
2. Not more than six (6) teachers may be granted leave for the same days excluding personal or family illness. The date a leave request is received in the Superintendent's office shall determine priority for leave with pay. Additional persons may be granted leave under this provision at the discretion of the superintendent.
3. Unused universal leave days in excess of ninety (90) days shall be returned to the teacher at the end of the current school year on the basis of forty-five (\$45.00) dollars per day for any remaining sick leave credited to the teacher on the last day of employment.

B. Sick Bank

1. The BAEA will control the parameters of the sick bank.
2. BAEA will inform the board of leave days which have been credited to members.
3. The business office will be responsible for crediting the member's account.

C. Emergency Leave - Death in Family

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

D. Jury Duty Leaves

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

E. Leaves Resulting From A Court Subpoena

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

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

### **ARTICLE XX - PROFESSIONAL COMPENSATION**

- A. The Basic salaries of the teachers covered by this Agreement are set forth in Appendices A and B, which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

1. Teacher may be given up to ten (10) years credit on the Salary Schedule for previous teaching experience, which may include four (4) years of related non-teaching experience at the discretion of the Superintendent. This credit may only be given upon initial employment and is not retroactive.
2. Teachers who were employed under contract by the Bad Axe Public School District or another school district on a part-time basis and taught at least one-half (1/2) the normal teaching load during the full school year shall receive credit for one (1) year of teaching on the salary schedule. Teachers requesting credit under this provision shall furnish written proof of past employment. This section shall not be applied to present employees in a manner that would reduce experience previously accepted and recognized by the Board of Education in placing them on the Salary Schedule.
3. Teachers who were employed under contract by the Bad Axe Public School District or by another school district on a full-time basis and taught one (1) semester or more during the school year shall receive credit for one (1) year of teaching on the Salary Schedule. Teachers requesting credit under this provision shall furnish written proof of past employment. This section shall not be applied to present employees in a manner that would reduce experience previously accepted and recognized by the Board in placing them on the Salary Schedule.
4. One (1) or two (2) years of teaching experience shall be allowed for one (1) or two (2) years of service in the armed services. Military experience of less than one (1) year or more than two (2) years will not receive experience credit.

- B. The hours beyond the bachelors or masters degree shall be construed as semester hours of credit earned from an accredited institution by North Central Association after having completed requirements for the respective degree and having valid provisional or life certification from the State Board of Education. Hours completed prior to September 1 shall receive credit in the current year. Hours completed after September 1 shall receive credit in the next contract year. It shall be the responsibility of the teacher to submit proof of his/her hours by November 1. The hours may be either graduate or undergraduate and may have been earned prior or subsequent to employment by the Board. Such hours must average B or better. Undergraduate hours must be approved by the Board or its designated representative. All hours appearing on the transcript will be averaged to determine the final average.
- C. Services of an extra-curricular or co-curricular nature shall be on an individually contracted basis between the teacher performing the services and the Board. No such contract shall exceed a duration of one (1) year. Wages to be paid for teachers' services shall be set forth in Appendix "B". No teacher shall have tenure in position for extra-curricular or co-curricular duties, including summer school, adult education, and driver training. Such services shall be subject to annual review and evaluation.
- D. Teachers shall be paid every two (2) weeks by direct deposit to the bank or credit union of their choice in either twenty-one (21) or twenty-six (26) pays at the discretion of the teacher. Each teacher will inform the Business Administrator of his/her choice during the first week of school. Excluding summer vacation, if the scheduled pay day falls on a no-school day, teachers will be paid on the last day when school is in session preceding the no-school period.
- E. The computation of a teacher's daily wage will be based on the days scheduled for that year being divided into the salary of the teacher.
- F. Each teacher shall supply the Bad Axe Board of Education with a transcript of credits of all college work for which any salary is claimed.
- G. Teachers who are vocationally certified and teach state approved and reimbursed vocational courses shall be paid an additional one hundred dollars (\$100) per year.

#### **ARTICLE XXI - NEGOTIATION PROCEDURE**

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or

- adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Negotiations will be undertaken for an agreement covering the 2015-2016 school year no later than the first week in May, 2015.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

#### **ARTICLE XXII - CONTRACTUAL WORK**

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

#### **ARTICLE XXIII - LAYOFF AND RECALL PROCEDURE**

- A. Layoff means removal from the payroll with no employment rights other than the retention of seniority status and recall rights as noted below.
- B. Teachers to be rehired will be notified by certified mail at their permanent address on file with the Board. It is the responsibility of the teacher to keep this address current.
- C. Eligibility for recall will terminate if a teacher:
1. Resigns, or
  2. Fails to respond as directed in a recall notice within 14 calendar days, or
  3. Is laid off for FIVE (5) consecutive years, or
  4. Is not available on the designated day for re-employment.
- D. Following the ratification of this Agreement and each year thereafter, the Association shall prepare a seniority/certification list. The seniority/certification list shall be provided to the Board. The list shall be relied upon by the Administration for all purposes. The certification/seniority will be determined according to Association bylaws.

**ARTICLE XXIV - MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- F. Teachers who, from time to time, may be required to use their personal vehicle will be reimbursed at the current allowed tax deductible IRS rate per mile, unless a school vehicle is used.
- G. The Board will pay for required fingerprinting as required for employment with the Bad Axe Public Schools. The board will choose the fingerprinting provider.
- H. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges and, to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.



**ARTICLE XXV - HEALTH INSURANCE COVERAGE**

A. The Board will, upon written application, provide the following insurance coverage to the teacher. (Teachers may elect Plan A or Plan B).

- Health Insurance Major Medical / Health Alliance Plan – 80/20.
  - BAEA member pays 20% of health insurance total costs.
  - Contributions will begin the first pay period in February, 2015.
- District pays 80% of total health insurance costs (HSA deductible, premium, taxes). District will distribute funds to HSA by front-loading the total deductible amounts into each employee’s account annually.
- Option for Plan B – benefits remain same (Life raised to \$48,000) – EXCEPT Cash value currently at \$6,582 will be reduced by 20% (reduced by \$1316). New cash value of Plan B will be \$5266.

Plan A	Plan B
Health Alliance Plan – Policy #10004589 (Health Savings Account)  Riders include: A4_9(sterilization); A172; A599 (Autism 0-6 \$50k, 7-12 \$40k, 12-18 \$30k per benefit year); A273 (dependent child); AMHE (mental health and chemical dependency).  \$10,40,40, 40 after deductible has been met co-pay on prescriptions  No office visit co-pays; covered at 100% after deductible	
Self insured coverage equal to the Delta Dental auto +008 (1500 ortho)  Class I and II – 1500 Max.	Same dental as Plan A
Self insured equal to the MESSA VSP III+	Same Vision coverage as Plan A
\$48,000 w/AD & D	\$48,000 Life w/AD&D

<p>LTD 70%, \$4000 Max            90 Calendar days - straight wait            Pre-existing condition waiver            Freeze on Offsets            Alcoholism/Drug - same as any other illness            Mental/Nervous - same as any other illness</p>	<p>Long Term Disability – same as Plan A             In addition, those electing Plan B will receive \$5,266 to be applied to the selection of a cash option according to the appropriate IRC regulation.</p>
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The Bad Axe Board of Education and the Bad Axe Education Association reserve the right to review and solicit bids for competing health, dental, life insurance, long term disability, and vision carriers annually during the term of this Agreement. The Board and/or the association must submit in writing their intent to have the insurance plans distributed to vendors for bid(s). If there are any changes to the initial insurance coverage, the Association and the Board must approve the changes in advance of the bid document(s) being distributed to potential vendors. The competing bids shall be limited to bids equal to or better than the initial HAP Plan and equal to or better than the initial dental, life insurance, long term disability, and vision plans. The Board and Association reserve the right to review the returned bids for twenty (20) days before making the decision. Both the board and the Association must mutually approve the bid(s) before making the change to a new insurance coverage plan. If either the board or the association rejects the bid(s), the current coverage plan as set forth above shall remain in effect.

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

Bargaining unit members eligible for Medicare benefits on and after January 1, 1983 must notify the Board of Education in writing, of their primary plan election. Teachers may either elect Medicare or the school- provided plan as their

plan of choice in accordance with TEFRA provisions. Also, as provided by TEFRA, the employer shall, at least 30 days prior to the month the employee reaches age 65, notify the affected employee in writing of their choices with the attainment of age 65, in accordance with the Act.

1. To the extent permitted by law premiums for Medicare supplement and Medicare part B premium shall be paid on behalf of the employee or spouse eligible for Medicare. Should the current law and/or administrative regulations be changed, this paragraph shall be subject to immediate bargaining at the request of either party.
2. The Board of Education will not be liable for any penalty against the employee by the insurance carrier as a result of his/her election. \*Note below.

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

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

#### **ARTICLE XXVI - STRIKE PROHIBITION**

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

#### **ARTICLE XXVII - JOINT CURRICULUM COUNCIL**

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

**ARTICLE XXVIII - DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2014, and shall continue in effect until June 30, 2015. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOR THE BAD AXE  
BOARD OF EDUCATION

FOR THE BAD AXE EDUCATION  
ASSOCIATION/MEA/NEA

\_\_\_\_\_  
President/Board Representative

\_\_\_\_\_  
Bad Axe EA President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
MEA UniServ Director

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX A - SALARY SCHEDULE**

Salary:

- 0.5% increase on salary schedules year, 2014-2015.
- 3.25% based on position on salary schedule, to be equally distributed across pay periods.

A.1. This salary schedule will apply to all teachers employed before the 2008-2009 school year for 2014-2015.

STEP	BA/BS	BA/BS + 20	BA/BS +30	MA/MS or BA/BS +40	MA/MS + 15	MA/MS + 30	ED SPECIAL
0	36182	37526	38296	39340	40112	40973	41841
1	39296	40711	41542	42642	43460	44372	45239
2	40623	42052	43395	43980	44806	45711	46586
3	42041	43487	44310	45433	46248	47163	48033
4	43574	45042	45863	46991	47812	48716	49606
5	44686	46890	47721	48856	49037	50600	51472
6	47478	48980	49798	50955	51782	52704	53576
7	49717	51243	52070	53238	54058	54989	55868
8	52131	53683	54506	55691	56517	57450	58332
9	55887	57455	58292	59499	60332	61271	62160
10	59617	61820	62182	63423	64237	65187	66076

A.3. This schedule will apply to all new teachers starting in the 2008-2009 school year or thereafter for 2014-2015.

STEP	BA/BS	BA/BS + 20	BA/BS +30	MA/MS or BA/BS +40	MA/MS + 15	MA/MS + 30	ED SPECIAL
0	36182	37526	38296	39340	40112	40973	41841
1	38527	39955	40684	41746	42525	43396	44265
2	40870	42384	43072	44152	44938	45817	46689
3	43214	44812	45461	46558	47350	48239	49113
4	45558	47241	47849	48963	49763	50661	51537
5	47901	49670	50238	51369	52176	53083	53961
6	50245	52099	52626	53775	54589	55505	56385
7	52589	54528	55015	56180	57002	57927	58809
8	54932	56957	57404	58585	59414	60349	61233
9	57273	59390	59793	61017	61824	62765	63652
10	59617	61820	62182	63423	64237	65187	66076

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

Longevity	2014-2015
11-15 yrs. of service	\$1000
16-20 yrs. of service	\$1250
21-25 yrs. of service	\$1600
26+ yrs. of service	\$2000

- Steps, rails, longevity
  - 2014-2015 – years of service and seniority earned. Steps – ½ step is earned; rails frozen.

**APPENDIX B - SCHEDULE B - EXTRA CURRICULAR ACTIVITIES**

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

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

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

<u>POSITION</u>		<u>EXPERIENCE STEPS</u>		
Football-Head Coach	11%	11.5%	12%	
Football-Assistant Coach	7%	7.5%	8%	
Football-Junior Varsity Coach	6%	6.5%	7%	
Football-Assistant Jr. Varsity	5%	5.5%	6%	
Football-Assistant Freshman Coach	4%	4.5%	5%	
Football-Jr. High Coach	4%	4.5%	5%	
Basketball-Boys Varsity Coach	11%	11.5%	12%	
Basketball-Boys Assistant Varsity	6%	6.5%	7%	
Basketball-Boys Junior Varsity Coach	6%	6.5%	7%	
Basketball-Boys Freshman Coach	4.5%	5%	5.5%	

Basketball-Boys 8th Grade Coach	4%	4.5%	5%
Basketball-Boys 7th Grade Coach	4%	4.5%	5%
Basketball Boys 5 <sup>th</sup> Grade Coach	2%	2.5%	3%
Basketball Boys 6 <sup>th</sup> Grade Coach	2%	2.5%	3%
Basketball Girls 5 <sup>th</sup> Grade Coach	2%	2.5%	3%
Basketball Girls 6 <sup>th</sup> Grade Coach	2%	2.5%	3%
Basketball-Girls Varsity Coach	11%	11.5%	12%
Basketball-Girls Assistant Varsity	6%	6.5%	7%
Basketball-Girls Junior Varsity Coach	6%	6.5%	7%
Basketball-Girls Freshman	4.5%	5%	5.5%
Basketball-Girls 8th Grade Coach	4%	4.5%	5%
Basketball-Girls 7th Grade Coach	4%	4.5%	5%
Soccer-Boys Head Coach	8.5%	9%	9.5%
Soccer-Girls Head Coach	8.5%	9%	9.5%
Soccer-Assistant	5 %	5.5%	6%
Baseball-Head Coach	8.5%	9%	9.5%
Baseball-Junior Varsity Coach	5%	5.5%	6%
Baseball-Assistant Varsity	2.5%	3%	3.5%
Softball-Head Coach	8.5%	9%	9.5%
Softball-Junior Varsity Coach	5%	5.5%	6%
Softball-Assistant Varsity	2.5%	3%	3.5%
Wrestling-Head Coach	8.5%	9%	9.5%
Wrestling-Assistant Coach	5%	5.5%	6%
Wrestling-Junior High	3%	3.5%	4%
Wrestling K-6 Coach	2%	2.5%	3%
Cross Country-Head Coach (Boys & Girls)	5.5%	6%	6.5%
Cross Country-Junior High Coach (Boys & Girls)	3%	3.5%	4%
Track-Head Coach (Boys & Girls)	8%	8.5%	9%
Track-Assistant Coach (2 Assistants)	5%	5.5%	6%
Track-Junior High Coach (Boys)	3.5%	4%	4.5%
Track-Junior High Coach (Girls)	3.5%	4%	4.5%
Golf-Head Coach	4.5%	5%	5.5%
Tennis-Head Coach (Boys)	5%	5.5%	6%
Tennis-Assistant Coach (Boys)	3%	3.5%	4%
Tennis-Head Coach (Girls)	5%	5.5%	6%
Tennis-Assistant Coach (Girls)	3%	3.5%	4%

Volleyball-Head Coach	11%	11.5%	12%
Volleyball-Junior Varsity Coach	6%	6.5%	7%
Volleyball-Assistant Varsity	6%	6.5%	7%
Volleyball-Freshman	4.5%	5%	5.5%
Volleyball-8 <sup>th</sup> Grade	3%	3.5%	4%
Volleyball-7 <sup>th</sup> Grade	3%	3.5%	4%
Volleyball-5 <sup>th</sup> /6 <sup>th</sup> Grade Coach	2.5%	3%	3.5%
Cheerleaders-Varsity Coach (Football)	3.25%	3.5%	3.75%
Cheerleaders-Varsity Coach (Basketball)	3.75%	4%	4.25%
Cheerleaders-Junior Varsity (Football)	2%	2.5%	3%
Cheerleaders-Junior Varsity (Basketball)	2.5%	3%	3.5%
Cheerleaders-Junior High School Coach (Full Year)	2.5%	3%	3.5%
Cheerleaders-Competitive Cheer	4%	4.5%	5%
Quiz Bowl Coach	3%	3.5%	4%
Quiz Bowl-Jr. High Coach	2%	2.5%	2.5%
Academic Track (one person)	2%	2.5%	3%
Forensics-Head Coach	6%	6.5%	7%
Forensics-Assistant Coach	3%	3.5%	4%
Debate-Head Coach	5%	5.5%	6%
Debate-Assistant or Junior Varsity Coach	2%	2.5%	3%
Play Director - One Act Contest	3%	3.5%	4%
Play Director - Three Act	5%	5.5%	6%
Play Director - Assistant for 2 or 3 act only - assignment may be stage construction, music, or general assistant	1.75%	2%	2.5%
Musical Director	7%	7.5%	8%
Musical Director-H.S. Assistant	4%	4.5%	5%
Musical Director-Junior High School	2%	2.5%	3%
Musical Accompanist	1.5%	1.5%	1.5%
Choreographer	1%	1%	1%
Vocal Music-6-12	7%	7.5%	8%
Vocal Music-Assistant 6-12	.5%	.75%	1%
Vocal Music-Elementary (2 performances per bldg per yr)	1.5%	1.5%	1.5%
Marching & Band Director-5-12	11%	12%	13%
Band Director-Assistant 5-12	3%	3.5%	4%
High School Band –Percussion (Full season)	2.5%	2.5%	2.5%
High School Band Section Leaders (up to five)	.5%	.5%	.5%
High School Band-Color Guard	4.5%	5%	5.5%
Band Director-5-12-Summer	.5% per day		





- D. The Board will pay the mandatory MPSERS retirement rate for the positions listed in Schedule B. An effort shall be made to assign highly trained people to these responsibilities. People with specialized training, experience, and effective performance in the area of the activity will be given preference for these positions.
- E. The Board will not hire anyone outside the B.A.E.A. for any more than the amount agreed to for a teacher within the B.A.E.A. without written consent of the Association.
- F. The Board has the right to fill vacancies in the Schedule B area with non-B.A.E.A. members if there are no qualified bargaining unit members that are willing to take those positions.
- G. Employees employed in a Schedule B position shall have the option of being paid in one of the following methods:
  - 1. Lump sum at end of activity
  - 2. Fifty (50%) percent payment halfway through the activity and the remainder upon completion of the activity

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

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

**APPENDIX C - SUBSTITUTE TEACHER SALARIES**

- A. Teachers under individual contract for the School District who substitute for another teacher will be paid \$22.00 for a full class period.
- B. Teachers may, at their option, bank credit for substituting in lieu of payment in (A) above. An accumulation of seven (7) class periods of credit, seven (7) clock hours in the case of elementary teachers, will earn the teacher one (1) additional

personal day. It is understood that only one (1) additional day may be earned in any given school year.

- C. In the event that not enough hours are banked to earn a day or there is no need for an additional day by the end of the school year, the teacher shall receive payment for appropriate number of hours no later than June 30 of that year.
- D. Teachers shall not be required to leave their assigned classroom position to substitute for another teacher. If a teacher, for example, Title I, is required to substitute for a classroom teacher, they will be compensated at the rate of a substitute teacher's pay as well as their regular pay.

#### **APPENDIX D - CALENDAR**

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

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

\*\* On half day dismissals: Elementary and Middle School buildings are dismissed at 11:25 AM; High School dismissed at 11:16 AM. All teachers dismissed at 11:45 AM.

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

#### **SNOW DAY LANGUAGE**

- A. Scheduled days of student instruction which are not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, will be rescheduled to ensure that there are a minimum requisite number of days as defined by the State Aid Act.

- B. If additional days must be re-scheduled, the following procedure shall be in effect:
1. The parties agree to meet in an effort to mutually agree on when any make-up days should occur. In the event they are unable to agree, the days will be added on the end of the calendar set up in the Master Agreement.
  2. It is understood and agreed that, in the event the rescheduling of the days at the end of the school year interferes with a teachers' scheduled return to school to upgrade his or her skills, the teacher may use his/her personal leave or sick leave or at his/her discretion, apply for unpaid leave time to cover any lost time. It shall be the responsibility of the teacher to supply adequate proof that he/she will be in actual attendance at college on the days that were rescheduled.
  3. Should the provisions of the state law (State Aid Act) be rescinded, the above provisions shall be considered null and void and the provisions and practices in existence prior to this agreement shall be reinstated, to the extent permitted by law.
  4. If the number of days allowed prior to requiring rescheduling should be modified, the number of days missed that need not be rescheduled shall be changed to comply with said modification.
  5. Teachers who receive twenty-one (21) pays shall receive their 21st payment on their scheduled pay day or within 2 days of the last day of the school year whichever date is later.

## **APPENDIX E**

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

**APPENDIX F - PART-TIME EMPLOYEES**

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

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

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

**LETTER OF UNDERSTANDING - INCLUSION**

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

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

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

Board of Education \_\_\_\_\_ Date \_\_\_\_\_

Bad Axe Education Association \_\_\_\_\_ Date \_\_\_\_\_