

**COLLECTIVE
BARGAINING
AGREEMENT**

**2024-
2025**

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

TABLE OF CONTENT

COLLECTIVE BARGAINING AGREEMENT	4
ARTICLE 1: PURPOSE AND RECOGNITION	4
ARTICLE 2: EMPLOYER RIGHTS & RESPONSIBILITIES	5
ARTICLE 3: ASSOCIATION RIGHTS AND RESPONSIBILITIES	5
ARTICLE 4: EMPLOYEE RIGHTS	7
ARTICLE 5: GRIEVANCE PROCEDURE	9
ARTICLE 6: STUDENT DISCIPLINE AND TEACHER PROTECTION	12
ARTICLE 7: EVALUATIONS	14
ARTICLE 8: VACANCIES	
18	
ARTICLE 9: TRANSFER	20
ARTICLE 10: REDUCTION IN PERSONNEL/ LAYOFF AND RECALL	21
ARTICLE 11: DISCIPLINE	24
ARTICLE 12: TEACHING HOURS	2637
ARTICLE 13: TEACHING CONDITIONS	28
ARTICLE 14: ASSIGNMENTS	32
ARTICLE 15: LEAVE PAY	45
ARTICLE 16: LEAVE OF ABSENCE	35
ARTICLE 17: SABBATICAL LEAVE	37
ARTICLE 18: PROFESSIONAL COMPENSATION	38
ARTICLE 19: SEVERANCE PAY	40
ARTICLE 20: GENERAL PROVISIONS	41
ARTICLE 21: MASTER TEACHER PROGRAM	45
ARTICLE 22: MEMBERSHIP STATUS AND PAYROLL DEDUCTION	46Error! Bookmark not defined.
ARTICLE 23: EFFECTIVE DATE AND TERMINATION	47
SCHEDULE A: BASIC COMPENSATION SCHEDULE	48
SCHEDULE B: FRINGE BENEFITS	50
SCHEDULE C: SUPPLEMENTAL COMPENSATION	52
APPENDIX A: CLASS REIMBURSEMENT REQUEST FORM	5Error! Bookmark not defined.
SCHOOL CALENDAR: 2024-2025	56Error! Bookmark not defined.

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 “employee” 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: EMPLOYEE RIGHTS

Nothing contained herein shall be construed to deny or restrict 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.

A. 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.

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

B. 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 a 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.

4. Teachers will initial any document 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.

An employee shall have the right to know of any complaint made against him/her by a parent or other person.

5. 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 within twenty (20) days of receipt of the evaluation.

ARTICLE 5: GRIEVANCE PROCEDURE

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. Individual employees may not arbitrate a grievance.

A grievance under this Agreement shall be defined as an alleged violation, misinterpretation or misapplication of the written terms of this Agreement.

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.

A. 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.

B. 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.

C. 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.

D. LEVEL 4

1. 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:
 - a. Alter, add to or subtract from the terms of this Agreement.
 - b. Rule on the non-renewal of a probationary teacher or discipline or discharge of a teacher.
 - c. Layoff/recall, evaluation, placement
 - d. Rule on prohibited subjects of bargaining
 - e. 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 refile the grievance
2. Both parties agree to be bound by the award of the arbitrator.

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

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.

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.

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

ARTICLE 6: STUDENT DISCIPLINE AND TEACHER PROTECTION

An attendance/discipline committee shall be established to review current building policies and practices. This committee will establish building policies on attendance and discipline.

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.

Once the committee has reached a conclusion, the committee shall make recommendations to the Board of Education for final disposition.

- A. 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.

- B. 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.
- C. 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.
- D. 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.

- E. 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.
- F. 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.
- G. Time lost by an employee in connection with an incident mentioned in this Article shall not be charged against the employee.

ARTICLE 7: EVALUATIONS

A. Definitions

1. Evaluation Observations

Evaluation observations are a formal summative measure of a teacher's performance. It measures the teacher's effectiveness in the education setting using a graded rubric, approved mutually by the district and association, to be used as evidence of a teacher's effectiveness (a teacher is effective, developing or needing support). Evaluations are at least 30 minutes and must be scheduled. The 30 minutes may or may not be consecutive. The agreed upon tool is 5 Dimensions of Teaching and Learning.

2. Walk Throughs

Observations that are informal formative walk-throughs noting a teacher's performance. Observations do not need to be scheduled and can be less than 30 minutes in duration.

B. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. specific performance goals identified by the teacher and mutually agreed upon with the administrator, to improve their effectiveness in the upcoming school year.
2. an observation of the teacher's job performance with timely, two-way, constructive feedback, which shall be initiated within 5 school days.
3. clear approaches to measuring student growth with relevant data on student growth.
4. multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.
5. the use of student growth and assessment data as defined by the revised school code 1249.
 - a. The student growth and assessment data shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.
 - b. The teacher in agreement with the evaluator, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
 - c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher
6. The negotiated year-end evaluation form, 5D+, utilizes other objective criteria for 80% of the year-end evaluation determination.

C. Process: The negotiated Performance Evaluation system, “Post-observation Feedback Form”, “Year-End Evaluation Reporting Form”, and “Individual Development Plan (IDP) Form” will be provided by the evaluator.

1. Classroom Evaluation Observations will be conducted as follows:
 - a. Building principals will conduct the end of the year evaluations for the staff in their buildings. Staff that teach in multiple buildings will have their end of the year evaluation done jointly by the administrators in the buildings they teach in.
 - b. There shall be notice of each planned evaluation observation date given to the teacher at least two (2) school days prior to the observation unless otherwise discussed.
2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”, “developing” or “needing support”.
 - a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than the last day of school, unless mutually agreed upon before. In the event there is no year-end evaluation as described above, the teacher shall be deemed “effective” per the year-end evaluation determination.
3. Teachers who work less than 60 days in any school year, will not be evaluated and be deemed as unevaluated. Teachers who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year and shall be deemed unevaluated.
4. If a tenured teacher has been rated “effective” for three (3) consecutive year-end evaluations, they may be evaluated every third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years. If a teacher is placed on IDP during their triennial cycle, they will be moved back to an annual evaluation cycle the following year, until receiving an effective rating for three consecutive years.
5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or 1st year teachers) shall be provided the following:
 - a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher and evaluator(s).

- b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
 - c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
 - d. a mentor teacher, if available, that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process. Any noncompliance with section C5 above, may result in the grievance process
7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

D. Rights of Teachers:

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
 - b. If the written response does not resolve the matter, the district will follow the Revised School Code Section 1249.
 - i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article 5.
3. Per revised school code 1249, a nontenured teacher cannot challenge any aspect of the evaluation process, including but not limited to observations, the IDP, the mid-year performance review, or assigned rating, except if the process outlined in section C5 is not followed.

E. Training on evaluation system, tools, and reporting forms:

Within the first month of each school year, the district shall provide training to all the district teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process. If the system, forms or components have changed, the training shall be given to all teachers.

ARTICLE 8: VACANCIES

A. Definition of "Vacancy":

A vacancy shall be defined for purposes of this Agreement, as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days.

Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

B. Notification (Posting) of Vacancies and Application:

Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted internally at least five (5) school days prior to being filled. Bargaining unit employees may apply for such positions by submitting an email of interest to the central office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

Summer Months: During the summer months when regular school is not in session, the Employer will provide via email to all bargaining unit employees, all vacancies as above described. Positions so posted shall remain posted at least ten (10) calendar days prior to being filled. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.

C. Awarding of Vacancies:

Internal qualified applicants shall be considered for the position prior to hiring external applicants. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in this Section.

The most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined as follows.

The parties agree decisions about placement, reduction/recall, and evaluation of a "teacher" under Revised School Code 1249, or who is assigned to students in any grades K to 12 as a teacher of record will be according to the following procedures, which the parties agree are clear and transparent as required by Revised School Code Section 1248.

1. If 2 or more employees equally meet the above standard, then the person with the most length of service may be considered as a tiebreaker if a teacher placement involves two or more teachers and all other distinguishing factors are equal.

2. Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documents on file with the superintendent's office, including but not limited to:

- i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant or categorical funding;
- ii. Credentials needed for District, school or program accreditations;
- iii. District-provided professional development, training and academic preparation for an instructional assignment that is anticipated to contribute to the teacher effectiveness in that assignment and is integrated into instruction.
- iv. Relevant special training, other than professional development or continuing education as required by state or federal law and integration of that training into instruction in a meaningful way;
- v. Disciplinary record, if any;
- vi. Length of service in grade level(s) or subject area(s);
- vii. Recency of relevant and comparable teaching assignments;
- viii. Previous effectiveness ratings;
- ix. Attendance and punctuality;
- x. Positive or negative rapport with colleagues, parents, and students;
- xi. Compliance with state and federal law; or
- xii. Any other reason that is not arbitrary or capricious.

ARTICLE 9: TRANSFERS

A. Definition of "Transfer":

A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in Young Five's- 5th, (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as specials teachers, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article (8) pertaining to vacancies. Other transfers will be governed by this Section.

B. Voluntary Transfers:

A request for a transfer may be made at any time in writing to the Central Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

C. Involuntary Transfers:

Involuntary transfers may be affected only for reasons that are not arbitrary and capricious. Thirty (30) days' notice of the intention to transfer specifying the reasons and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association, unless required as a part of a necessary reduction. Cause for involuntary transfer includes only cause involving the individual's performance or as part of a necessary reduction of force.

ARTICLE 10: REDUCTION IN PERSONNEL/ LAYOFF AND RECALL

A. Acting within the approved budget, the Superintendent shall establish the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular or other operational considerations, the Superintendent will recommend to the Board those teaching positions subject to reduction.

The parties agree decisions about placement, reduction/recall, and evaluation of a “teacher” under Revised School Code 1249, or who is assigned to students in any grades K to 12 as a teacher of record will be according to the following procedures, which the parties agree are clear and transparent as required by Revised School Code Section 1248.

1. Probationary teachers would be considered first when looking at reduction of staff, unless another staff member being considered is on an IDP.
2. Established qualification language in Article 8, Section C.

B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article (8), Section C).

C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a notice in writing before the last day of school. If the fund balance is below 8%, the district retains the right to reduce staffing at any time.

D. The Board shall give written notice of layoff or recall. It shall be the responsibility of the teacher to notify the Board of any change in address.

E. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee’s responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

F. Definitions:

1. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.
2. Qualification – Their degree of "qualified" status for any position in the district shall be determined by the process outlined in Article (8), Section C.
3. 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 and again at the time staff reductions are considered. 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.

"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.

G. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article (8), Section C and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall.

H. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article __ will change__ (*Insurance Article*) until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

I. 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.

J. 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 (1st).

ARTICLE 11: DISCIPLINE

A. For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. This paragraph does not limit any reasonable rights attributable to the failure to properly comply with the annual evaluation requirements and provisions of this Agreement that are not governed by the Michigan Teachers' Tenure Act.

B. Progressive Discipline: A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

1. Oral and written reprimand, then
2. One (1) to five (5) suspension without pay as agreed upon by grievance board, then
3. Further suspensions without pay as agreed upon by the grievance board, then
4. Discharge.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide cause for the acceleration of the above progression of discipline.

C. Association Representation: A bargaining unit employee shall be entitled to have a representative of the Association present during any meeting, which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the bargaining unit employee shall be advised immediately of said possibility and be notified by the Employer of the right to representation under this provision of the Agreement.

D. Personnel File: A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide bargaining unit employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who has

reviewed it, the date reviewed, and the reason for such review. The district will comply with the law regarding FOIA requests.

No “verbal warnings” shall be contained in the Personnel File. Any such warning deemed a “verbal warning” shall be communicated to the individual, and there shall be no written record of such in the employee’s Personnel File.

E. Complaints: Any complaint will be shared with the bargaining unit member and will only enter the file if it leads to disciplinary action.

F. Assaults & Property Loss/Damage Any case of assault upon a bargaining unit employee shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. Both parties agree to consider an EAP in the future.

G. All bargaining unit employees shall be treated fairly and equitably.

H. If there is legal liability to the district it is the superintendent’s responsibility to protect the interest of the district.

ARTICLE 12: TEACHING HOURS

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. 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.

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.

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.

A. CONFERENCE ATTENDANCE AND PROFESSIONAL DEVELOPMENT

1. Each teacher shall be released 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. Substitutes must be requested at least a week in advance, or the conference may be canceled.
 - a. Conferences pre-approved by administration, meeting all conference request and sub request timelines and related to continuing professional development and school improvement plan shall be honored to the best extent possible.
 - b. In situations when staff members are notified of an inability to honor a previously approved conference, any fees paid by an employee out of pocket will be reimbursed in full.

2. A Professional Development Advisory Committee will be established. 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. Requests shall be made a minimum of 2 weeks prior to registration deadline.
 - a. The Professional Development Advisory Committee shall also plan the three Teacher Professional Development days delineated in the School.
 - b. 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.
 - c. If the committee does not reach a consensus on approving a specific professional development activity, the Superintendent shall make the final decision.
 - d. Professional Development must be directly related to the School Improvement Plan.

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; or professional development will follow the current negotiated calendar.

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 hour's requirement.

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.

3. Teachers employed on a full time or part time basis will attend one (1) regularly scheduled staff meeting each month and required professional development meetings.

ARTICLE 13: TEACHING CONDITIONS

A. 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 ensuring that the energy of the employee is primarily utilized to this end.

- B. 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.
- C. 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.
- D. 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.
- E. Telephone facilities shall be made available to employees for reasonable use
- F. 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.
- G. 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.
- H. 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 two options below:
 - 1. At the rate set forth on Schedule "A".

2. Upon the accumulation of such periods equivalent to a full day based on building schedule 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.

- I. 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. Days closed for the previously stated reasons beyond the days granted by the State will be virtual days when possible. If a virtual day is not appropriate by decision of the superintendent, 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 at 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" when school is closed for students and teachers will be rescheduled.
 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 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.

- J. In the elementary school, employees will use as preparation periods the time available while students participate in weekly art, physical education, music, STEM and library programs supervised by the special area instructor.
- K. 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.
- L. The parties recognize that manageable student class count is important for both students and teachers and is desirable to ensure the high quality of education that is the goal of the Association, its members, administrators, and the Board.

Therefore, the Board will limit class sizes to the following numbers whenever possible or make use of remedies listed below. The following class sizes are:

Young 5's	18
Kindergarten through 2 nd Grade	24
Third through 5 th Grade	28
Sixth through 8 th Grade	30
Ninth through 12 th Grade	32

Class size for virtual classes, large group instruction classes such as PE, Music, Art, Band or seminar style classes will not be counted in this section of the master agreement.

The Board will use the possible solutions for addressing classes which exceed the above listed totals.

- The District will work to balance classes to ensure that class size is appropriate.
- The District will explore the option of adding a section to the master schedule.
- The District will explore the option of adding a staff member (certified or uncertified) to the classroom.
- The District will compensate the teachers for the extra class load per the following guidelines:

Young 5's through 5th Grade: If class sizes are above the listed totals after the third week of school of each semester then each classroom teacher affected will receive \$100 per student over the previously stated totals. If the average class size of an elementary specials teacher exceeds 28 students, the teacher will receive \$100 per students per semester.

Grades 6 through 12th: If class sizes are above the listed totals after the third week of school of each semester, secondary teachers will receive \$75 per student per semester. Class size at the secondary level will be determined by an average of like classes taught in the same day, by the same teacher.

Teachers who qualify for the above extra pay will receive it on the last pay of each semester.

- M. The Board will provide each elementary teacher a classroom stipend of \$150 per year for supplies and equipment. A stipend of \$100 will be provided for each secondary teacher for supplies and equipment.

The district will provide basic teaching supplies for each teacher which will be located in the office area of each building.

ARTICLE 14: ASSIGNMENTS

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. Teachers are to report ten (10) minutes prior to the start of the school day and remain for ten (10) minutes after the conclusion of the school day with the exception of Fridays and days prior to holidays. It is understood that extenuating circumstances will be taken into consideration. Teachers may leave after the buses have departed the school building on these days. 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.

WORK LOAD

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

ARTICLE 15: 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.

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 per occurrence.
2. Up to three (3) days when emergency illness in the immediate family requires an employee to make arrangements for necessary medical or nursing care per occurrence.
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. Employees may utilize paid sick leave up to the amount of time they are released from work by a doctor with sufficient medical certification.
6. Up to six (6) weeks paid leave in cases of adoption to be taken from the employees accumulated sick leave.
7. Employees may utilize paid sick leave for up to twelve (12) weeks for newborn parental childcare.
8. Employees may use paid sick leave for legal proceedings with proper documentation and prior superintendent approval, if personal leave days have been expended.

- B. 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.

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.

The BEA will be given five (5) business days, non-accumulative. The association shall reimburse the district the employee's substitute costs.

- C. 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. The above leave may be extended upon written application by the employee at the discretion of the Employer.
- D. 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.
- E. 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.
- F. A Staff Member is eligible for use of the Sick Leave Bank (SLB) if the member has exhausted his/her accumulated sick leave, and is absent from work because of a serious illness/injury of his/her person or mother, father, spouse, child, or dependent living in the Staff Member's household. Serious illness or injury is as determined by the superintendent and BEA representative(s). Examples include, but are not limited to, heart attack, cancer, car accident, major surgery, etc. This program is not to be used for short-term illnesses of five days or less. This does not include maternity leave or other non-emergency leave. In order to establish and maintain a reserve each Staff Member may donate annually three (3) sick leave days to the reserve. Upon depletion of the SLB, staff will be allowed to donate an additional three (3) sick days to the bank. A Staff Member who has exhausted his/her personally accumulated sick leave may make a written application to the Committee for withdrawal of days from the reserve. The Staff Member shall state the reason for the inability to work and the number of days requested from the reserve. (Appendix B) Any individual request from the SLB will be capped at twenty (20) days maximum per year without additional approval from the superintendent and BEA representative for additional days beyond the twenty (20).

ARTICLE 16: 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. 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.
2. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee.
3. 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 two (2) years 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 may, 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, result in 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 abandonment of position.

3. Verification

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

ARTICLE 17: 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. 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 18: PROFESSIONAL COMPENSATION

- A. The salaries of employees are set forth in Schedule "A" which is attached to and incorporated in this Agreement.
- B. Compensation Advancement - 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. 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, up to six (6) semester hours per school year or the equivalent in approved SCECH's from September 1, 2021 through August 31, 2022. Courses for reimbursement must be taken after the teacher has obtained a BA +18 credits completed in the field of education. Courses for reimbursement must also have prior approval of the superintendent. Only the tuition rate is reimbursable, not the extra fees. Employees will reimburse the school district for credits earned, which the district has reimbursed within the last two years should said employee resign from Bath Community Schools.
- 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 (Appendix C), 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.

ARTICLE 19: SEVERANCE PAY

An employee, who voluntarily notifies the district of their intent to retire by March 20th, provided they have been in the employ of the employer for ten (10) or more school years, shall choose one of the following severance options available:

Option A: Maximum payout shall not exceed nine thousand dollars (\$9,000) if notified of retirement by March 20th.

Option B: Maximum payout shall not exceed seven thousand five hundred dollars (\$7,500) if notified of retirement after March 20th.

- A. The Employer agrees to pay a lump sum equal to one-half of said person's accumulated unused sick leave.

The rate per day shall be computed on the average of the highest five (5) years' salary and dividing this average by 180 days.

Severance pay shall be placed into a 403(b) account by the Employer on or before the employee's last pay period.

- B. 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.
- C. 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.
- D. 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 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.

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.

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. The Agreement will be available via the Bath Community Schools website (bathschoools.net) 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. 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, and Christmas Day.

I. 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.

J. 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.

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: MASTER TEACHER PROGRAM

For at least 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.

During the first 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.

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.

Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.

ARTICLE 22: MEMBERSHIP STATUS AND PAYROLL DEDUCTION

It is agreed that any Bargaining Unit Employee covered by the terms of this Agreement may voluntarily join the Bath Education Association by completing the membership application and submitting it to the Association President or the Michigan Education Association.

Within the open enrollment period, the bargaining unit employee may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments to the Association (including the National Education Association and the Michigan Education Association). Written notice of revocation shall be effective to cancel all deductions which are scheduled more than thirty (30) days after the date the written notice is received by the Board.

Pursuant to such authorization, deduction of membership dues shall be made from the first pay of each month for 10 consecutive months beginning in September of each year, and the Board agrees to remit to the Association all monies so deducted, within two (2) weeks of each payroll deduction, accompanied by a list of bargaining unit employees from whom the deductions have been made. The amount of the deduction shall be determined by the Association each year.

The association agrees that in any action so defended, it will indemnify and hold harmless the District as well as individual board members, employees, and agents against any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the District's compliance with this Article 19, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

1. The Employer gives timely notice of such action to the Association.
2. The Employer cooperates with the Association and its counsel as required by law.
3. The Association shall complete authority to compromise and settle all claims, which it defends under this Article.

ARTICLE 23: EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective on August 1, 2024 upon ratification by the parties and shall continue in effect until July 31, 2025. 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.

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 August 1, 2024.

FOR THE EMPLOYER

Bath Board of Education:

President\Date

Secretary\Date

FOR THE EMPLOYEES

Bath Education Association:

President\Date

Ingham-Clinton Education Association:

President\Date

SCHEDULE A: BASIC COMPENSATION SCHEDULE

SECTION 1 – SALARY

2024 - 2025

Steps:	BA	BA+18	MA	MA+15
1	\$ 46,151.99	\$ 48,052.98	\$ 50,798.87	\$ 52,383.03
2	\$ 47,050.20	\$ 49,109.09	\$ 52,171.81	\$ 54,020.53
3	\$ 47,947.37	\$ 50,165.20	\$ 53,544.75	\$ 55,656.97
4	\$ 48,845.59	\$ 51,210.86	\$ 54,917.70	\$ 57,294.46
5	\$ 50,640.97	\$ 53,333.53	\$ 57,663.58	\$ 60,568.40
6	\$ 51,538.15	\$ 54,389.64	\$ 59,036.52	\$ 62,204.85
7	\$ 52,436.36	\$ 55,445.75	\$ 60,409.47	\$ 63,842.34
8	\$ 53,333.53	\$ 56,501.86	\$ 61,782.41	\$ 65,478.79
9	\$ 54,231.75	\$ 57,557.97	\$ 63,155.35	\$ 67,116.28
10	\$ 56,027.13	\$ 59,670.19	\$ 65,901.23	\$ 70,390.22
11	\$ 56,366.22	\$ 60,726.30	\$ 67,274.18	\$ 72,026.67
12	\$ 57,822.52	\$ 61,782.41	\$ 68,647.12	\$ 73,664.16
13	\$ 58,719.69	\$ 62,838.52	\$ 70,020.06	\$ 75,300.61
14	\$ 59,617.91	\$ 63,894.63	\$ 71,393.00	\$ 76,938.10
15	\$ 61,413.29	\$ 66,006.85	\$ 74,138.89	\$ 80,212.04
16	\$ 63,356.12	\$ 68,108.61	\$ 76,557.48	\$ 82,894.14
16+		\$ 70,220.83		
16++		\$ 76,557.48	\$ 81,309.98	

Steps and longevity will be given when the audited 2024-2025 School budget reflects 8% or higher fund balance.

0.5% will be added to the salary schedule when the audited 2024-2025 School budget reflects 9% or higher fund balance.

An additional 0.5% will be added to the salary schedule when the audited 2024-2025 School budget reflects 11% or higher fund balance.

These increases will be retroactive payments, given after the audit is completed.

SECTION 2 – LONGEVITY

Those teachers currently on the BA +18 salary schedule shall receive longevity payments after the completion of his/her 5th year and before the start of his/her 6th year, as follows

Year	Percent
6-9	.05% of BA+18 step 6
10-14	2% of BA +18 step 10
15-19	3% of BA +18 step 15
20-24	4% of BA +18 step 16
25+	5% of BA +18 step 16

Teachers will remain at their current longevity percentage until they reach the next level of longevity percentage. There will be a cap of a maximum payout of \$3,500 on the 25+ years longevity category.

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 eight (8) years of experience for placement upon the salary schedule.
- b. Increments become effective October 1 of each year and lane changes 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

The Bath Community Schools Board of Education will implement the “hard cap” PA52 compliance method for the medical benefit plan coverage year and will continue with the Simply Blue HSA PPO Plan (\$2,000/\$4000 deductible), to include a prescription plan (\$10/\$40/\$80 RX). The BOE will fund an HSA deductible of \$2,000 for single and \$4,000 for family. The BOE will increase its contribution to the “hard cap”.

Employees will be responsible for all other costs associated with the Simply Blue HSA PPO Plan and prescription Plan.

Board payments to the HSA plan will be made in full upon the start of the new insurance coverage period of each year.

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.

Plan B: (1) If the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The employee shall be eligible for cash in lieu of Plan B.

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 coverage 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.
- C. Employees will be offered 80/80/80 ADN Dental Plan: \$1,000 maximum and ADN Vision Insurance.

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

The applicable percentage rate shall be applied to the salary schedule on years 1,3,5,7 and 9 of the BA column based upon the number of years of experience in the particular activity area in the Bath Community Schools.

GENERAL

A. <i>HIGH SCHOOL</i>		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	2.0	
(if incorporated into a class by mutual consent)		
8. Quiz Bowl	3.0	
9. National Honor Society	2.0	
10. Business Professionals of America	3.0	
(BPA)		

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)
6. Choir/ Drama 1.5

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	10.0

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
Track Assistant 4.5
4. Wrestling 6.5
5. Cheerleading 2.0
6. Cross-Country 6.5

APPENDIX A: CLASS REIMBURSEMENT REQUEST FORM

CLASS REIMBURSEMENT REQUEST FORM

Name _____ Date _____

Address _____

Name of Course _____ Course No. _____

College _____ Credits _____

Tuition Cost _____ Date Course Begins _____

Date Course Ends _____

Why do you feel this course would benefit you? _____

Upon completion of this course I will furnish to Bath Community Schools an itemized receipt of tuition expense and a transcript or grade report which signifies successful completion of the course.

Date

Signature

APPROVAL OF SUPERINTENDENT OF SCHOOLS:

Date

Superintendent of Schools

Bath Community Schools

2024 – 2025 School Calendar

Monday	August 19	<i>Staff Professional Development</i>
Tuesday	August 20	<i>Staff Professional Development</i>
Wednesday	August 21	First Day of School (½ Day Y5-12)
Thursday-Friday	August 22-23	Kindergarten Soft Start (½ Day Y5-K <i>ONLY</i>)
Friday	August 30	NO SCHOOL
Monday	September 2	NO SCHOOL – Labor Day Holiday
Tuesday	October 15	BMS Parent-Teacher Conferences
Wednesday	October 16	Evening Parent-Teacher Conferences Y5-12
Thursday	October 17	½ Day Students (BES & BHS PTC)
Friday	October 18	NO SCHOOL (Students and Staff)
Friday	November 1	NO SCHOOL Y5-12 (<i>Staff PD</i>)
Wednesday-Friday	November 27-29	NO SCHOOL – Thanksgiving Holiday
Wednesday	December 18	½ Day Y5-12 HS Exams
Thursday	December 19	½ Day Y5-12 HS Exams
Friday	December 20	NO SCHOOL- Winter Break
Monday-Friday	Dec. 23- Jan. 3	NO SCHOOL – Winter Break
Monday	January 6	NO SCHOOL Y5-12 (<i>Staff PD</i>)
Tuesday	January 7	Classes Resume
Monday	January 20	NO SCHOOL (Students and Staff)
Thursday	January 23	BES & BMS Evening PTC
Friday	January 24	½ Day (Students and Staff)
Friday	February 14	NO SCHOOL (Students and Staff)
Monday	February 17	NO SCHOOL (Students and Staff)
Wednesday	March 26	Evening PTC
Thursday-Friday	March 27- April 4	SPRING BREAK
Monday	April 7	School Resumes
Friday	May 23	NO SCHOOL (Staff PD)
Monday	May 26	NO SCHOOL -- Memorial Day
Tuesday	June 3	½ Day Students
Wednesday	June 4	½ Day Students (Last Day)

Professional Development:
 August 19-20= 5 hours each
 November 1 & January 6= 7 hours each
 May 23= 6 hours

Teacher Days = 180 (30 Hrs. DPPD)

Student Days = 175

Tentative Agreement signed on: _____ at _____

Chris Hodges, Superintendent

Dan Anibal, BEA President