

Master Agreement

BALDWIN COMMUNITY SCHOOLS AND THE BALDWIN EDUCATION ASSOCIATION

July 1, 2025 – June 30, 2030

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PREAMBLE

This Agreement is entered into this First day of July, 2025 by and between the Baldwin Community Schools Board of Education, 525 Fourth Street, Baldwin, Michigan 49304-9525, hereinafter called the “**District**”, and the Baldwin Education Association MEA/NEA, hereinafter called the “**Association**”. The signatories shall be the sole parties to the Agreement.

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

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

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

ARTICLE 1 RECOGNITION

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

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

ARTICLE 2 ASSOCIATION AND TEACHER RIGHTS

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

building administrator. When special custodial service is required, the District will charge the Association for actual costs involved. The BEA agrees that the use of this service is at its own risk and is not subject to the grievance procedure, and moreover no District services or property will be used in violation of the Campaign Finance Act.

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

G. Academic Freedom:

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

H. Personal Lives:

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

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

**ARTICLE 3
ASSOCIATION AND TEACHER RESPONSIBILITIES**

- A. Teachers shall be in the classroom for the days contracted. Unexcused absences are seriously regarded and any unexcused absence will minimally result in an entry to that effect in the teacher's personnel file and a loss of compensation for that day, with notice thereof to the teacher involved. The teacher shall have the right to enter in writing, any answers or objections to such notice. Any such answers will be attached to the notice and placed in the teacher's personnel file.
- B. Immediately upon determining that he/she will not return for the following school year, the teacher will file notice of such intent with the Superintendent of Schools. Resignations must be presented to the Superintendent not later than July 1 when a teacher does not intend to return for the following school year.
- C. If any testing for communicable diseases is required by law, all teachers shall be tested for the purpose of determining that they are free of those communicable diseases. This testing shall be without cost to the teacher, provided that any such costs which are covered by the health insurance coverage provided by Article 14-A of this Agreement shall be submitted to the health insurance carrier for payment.
- D. Any bargaining unit member who submits an unconditional written resignation to the District on or before 4:00 pm on the first Friday in February of the contract year, shall be entitled to

receive payment in the amount of \$2,000. The payment shall be subject to the following:

1. The Bargaining Unit Member must be employed for the entire school year (186 days) in which the resignation is submitted.
2. Resignations of qualified bargaining unit members submitted after 4:00 pm on said Friday, shall entitle the resigning bargaining unit member to payment of \$1,000 if the unconditional written resignation is received on or before 4:00 P.M. on the first Friday after April 15th of the contract year.
3. Resignations of qualified bargaining unit members submitted after 4:00 pm on the first Friday after April 15th of the contract year shall not entitle the resigning bargaining unit member to any payment under the provisions of this agreement.
4. Payment of the above specified amounts (minus employee FICA, tax withholding and other legally required deductions) shall be made to eligible bargaining unit members as part of their paycheck within 30 days of receipt of the letter of resignation.
5. Resignations submitted under this provision, must be signed by the teacher, signify the date on which the resignation is submitted, and designate the effective date of resignation as the last teacher work day of the current contract school year, unless the teacher is physically unable to complete the year and resigns earlier.

ARTICLE 4 PROFESSIONAL STANDARDS

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

ARTICLE 5 TEACHING CONDITIONS

- A. General Conditions:
 1. Telephone facilities shall be available in the school offices for teachers for their reasonable school business use. Personal long distance calls shall be made only in emergencies and shall be charged to the teacher's home telephone number; or, if the teacher does not have a phone, the call shall be recorded on a form available in the office. Personal calls charged to the school must be paid for within ten (10) days of notification of charges.

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

B. Teaching Assignments:

1. In recognition of Federal Law, The No Child Left Behind Act of 2001 (NCLB), and in recognition that it is in the best interests of the District and the teachers to qualify as many of the district's teachers as possible for "Highly Qualified" designation, there will be established by the District, on its own or acting with partners, the option for teachers, who meet necessary conditions (minor), to qualify for that designation with Michigan's High Objective Uniform State Standard of Evaluation (portfolio).
2. Teachers shall be notified, in writing, of their tentative assignment for the forthcoming school year by June 1. A copy of the tentative Master Schedule shall be emailed to the teachers in the secondary school by July 15.
3. Teachers with multiple building assignments shall have one (1) primary supervisor determined by the majority of their teaching assignment. If the assignment of a teacher is equally split the Superintendent shall determine the primary supervisor. Whenever the expectations or duties from the two supervisors are in conflict, the expectations and duties determined by the primary supervisor shall take precedence. Lesson plans of said teachers must be turned in to the primary supervisor.

- 4. All teachers are to have weekly lesson plans turned in to their primary supervisor every Friday during the school year. Said lesson plans are to be for the following week of school.
- C. Records day, as set by the calendar(s) in this agreement, is primarily for the purpose of allowing teachers to fulfill the end-of-semester tasks associated with classroom instruction.

**ARTICLE 6
CLASS SIZE**

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

1. Class Size – Elementary School

- | | |
|----------------------------------|-----------------------------------|
| a. Grades K-5 | 35 |
| b. Split Grades | 24 |
| c. Band | 60 |
| d. Vocal Music | 2 class sections |
| e. Physical Education (K-3) | 2 class sections (up to 34) |
| Physical Education (4 and above) | 2 class sections not to exceed 45 |
| f. Art | 1 class section |

2. Class Size - High School and Middle School:

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

- | | |
|-----------------------|--------------------------------------------|
| a. Vocal Music | 50 |
| b. Band | 80 |
| c. Physical Education | 40 |
| d. Art | 25 |
| e. Special Education | State guidelines |
| f. Computer Science | No more than two (2) students per computer |

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

B. Overloads:

- 1. In the event that it is not possible to limit class size or maximum daily pupil limit to the agreed maximums, class size overloads of 1-4 students per classroom may be allowed if a tutor or paraprofessional is assigned. In grades 7-12 a tutor or paraprofessional will be assigned to the teacher for the class period with the 1-4 student overload. In elementary, if a classroom teacher has an overload, a tutor or paraprofessional will be assigned for a

minimum of 1/3 of the instructional day to each classroom section where the 1-4 student overload occurs.

2. In the event that circumstances occur that prevent the overload remedies identified in paragraph 1 (above) the following alternative remedy for overloads shall be followed. Teachers will be paid \$1 per hour, per pupil listed on the class roster, regardless of absenteeism, for the first two (2) pupils over the maximum and \$3 per hour, per pupil for any number of students beyond two (2) students over the maximum for classes above the maximums.
 3. Overloads of more than four (4) pupils will not be permitted in elementary classes.
 4. Overloads of more than four (4) pupils per hour above the maximums or sixteen (16) pupils per day above the daily pupil limit will not be permitted in the middle school and high school classes.
 5. The combining of classes due to the resignation of a Bargaining Unit Member shall not be considered a combined class if the total number of students assigned to the teacher does not exceed the class size limits defined in Article 6(A)(1) and 6(A)(2).
- C. In the case of team teaching, class size maximums will be proportionately increased with no penalty payment due unless size exceeds the proportionate figures.

ARTICLE 7 TEACHING HOURS

- A. The teacher's normal working hours in the Baldwin Community Schools shall be as follows:
1. Teachers shall be required to devote sufficient time in school to fulfill their professional teaching assignments and other related responsibilities. It is agreed that due to differences in operating times in various buildings, the Building Principal shall establish the time of the teacher's work day, not to exceed seven (7) hours and fifty-five (55) minutes per day.
 2. Any teacher who is required to return to school after normal working hours to participate in, supervise, or sponsor a school-related activity, may leave school at the same time as the students on the day of the activity.
- B. A regular full-time elementary teaching assignment will include up to five (5) conference and preparation periods per week of a maximum of fifty (50) consecutive minutes.
- C. A regular full-time secondary teaching assignment shall include one period of not less than fifty (50) minutes preparation time per day. Supervision assignments such as lunch room duty or study hall may be included in a teacher's schedule in lieu of a teaching period. When the library is scheduled to be open for student use, the librarian will not be assigned a study hall in the library.

- D. If a teacher's preparation time is taken by IEPs, or other administrator-mandated meetings or emergencies more than thirty (30) times per school year, the teacher shall be compensated for the excess at the rate identified in Article 13-F.
- E. Teachers shall have a duty free, uninterrupted lunch period of thirty (30) minutes. In addition, teachers shall have a minimum of three (3) minutes passing time which can be used before and/or after the lunch period.
- F. Teachers shall be required to attend two (2) scheduled building meetings per month. and may be required to attend one (1) additional meeting per month at the discretion of the building principal. Teachers shall be provided with an agenda forty-eight (48) hours prior to each meeting, except in cases of emergency. Teacher's meetings shall not exceed sixty (60) minutes and shall end no later than 4:30 pm, except by mutual agreement of the respective building administrator(s) and building representative(s) of the Association.
- G. Teachers will attend one (1) Open House, orientation, or Back to School Night per year. Teachers will be required to attend four (4) days of Parent-Teacher Conferences per year. The District will determine the dates. Evening Parent-Teacher Conferences will be scheduled for no more than a two (2) hour block of time. None of these activities will be held on consecutive weeks. Should a teacher not attend all of the above events, the teacher's salary shall be prorated based on the number of hours of the event. Exceptions may be authorized in writing by the Superintendent.
- H. There shall be one (1) daily elementary recess period of fifteen (15) minutes duration. Teachers who are assigned to supervise a recess period shall be compensated at 25% of the teacher sub-rate (Article 13-F).
- I. Supervision of the breakfast or lunch program may be included in lieu of commensurate teaching time or the teacher will be compensated at 25% of the teacher sub-rate per daily breakfast supervision and 50% of the teacher sub-rate per daily lunch supervision as defined in Article 13-F.
- J. It is understood by the District and the Association that, at this time, the District believes it is offering student instruction hours in sufficient numbers so as to satisfy the current state requirements for full funding during the entire life of this agreement. It is also understood by the parties that should the State increase the number of required student instruction hours during the life of the agreement, those increased hours will be implemented within the agreed upon calendars.

ARTICLE 8
PROTECTION OF TEACHERS

- A. The District recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom in accordance with established District policies and building procedures. Furthermore, all reasonable support shall include protection from liability from students and/or parents in cases of student misuse of the

District's electronic resources. Each teacher, however, bears the primary responsibility for maintaining proper control and discipline. In exercising his/her responsibility, the teacher shall assure that all disciplinary actions and methods invoked are reasonable and just and in accordance with the policies and procedures referenced above.

- B. All district policies are available on the school's website. Whenever changes or additions to school policies are approved by the Board of Education, the president of the association shall be notified in writing of the policy numbers and changes or additions made to policies which affect any teacher or the teaching staff generally.
- C. Temporary suspensions of students from school may be imposed by a Principal or his/her assistant or teacher designated by him/her in writing under the Safe Schools Act (PA 102, 103, 104 of 1999). If an administrator has not been appointed, the Principal shall designate, in writing, one (1) teacher in each building who shall have the authority to temporarily suspend students immediately in the absence of the Principal or his/her assistant. The Principal or his/her assistant and the teacher shall cooperatively endeavor to achieve correction of student behavior through whatever avenues are reasonably available. Any such action must be in keeping with State and Federal law. The District agrees that it will maintain errors and omission and general liability insurance which will include as insured persons under the terms of the policy any teacher acting as the principal's designee in such a role.
- D. A teacher may exclude a pupil from the classroom temporarily when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student intolerable. In such cases, the teacher will furnish the Principal or his/her designee with full particulars of the incident. Teachers and Principals will work cooperatively to return the student to the classroom. Teachers, Principals, and behavior staff, will collaborate to resolve continuous disruptions to the classroom, which may involve requesting a meeting with parents/guardians. Any such action must be in keeping with State and Federal law.
- E. Any teacher who is absent because of injury inflicted by a Baldwin Community Schools' student or his/her parent or legal guardian as a result of employment-related activity and entitled to Worker's Compensation shall receive from the District the difference between his/her net weekly income and the amount to which he/she is entitled under provisions of the Worker's Compensation Laws for a period up to ten (10) weeks. Beyond ten (10) weeks, such differential payments would be charged against compensable leave on a pro-rata basis, at the teacher's option.
- F. The District will reimburse teachers the current value of any clothing or other personal property destroyed or damaged in the course of his/her employment unless such loss is due to teacher negligence, covered by insurance, or reimbursement is obtained from other sources. Reimbursement of amounts above \$5.00 and up to \$250.00 per occurrence will be paid.

- G. Additionally, the District may grant and require an extension of the probationary period as permitted by the provisions of the Michigan Teacher Tenure Act and such action by the District shall not constitute any discipline.

**ARTICLE 9
TEACHER DISCIPLINE**

- A. A tenured teacher may only be discharged, demoted, or otherwise disciplined only for a reason that is not arbitrary or capricious. Probationary teachers are at-will employees and may be disciplined or discharged for any reason at any time. The District reserves the right to apply disciplinary measures consistent with the severity of the infraction. The Board agrees to implement the concept of progressive discipline for disciplinary decisions.
- B. Additionally, nothing in this Article limits the District’s right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.
- C. All teachers have Weingarten rights and the District will provide due process.

**ARTICLE 10
QUALIFICATION**

- A. “Qualified” shall be defined as:

Elementary	Michigan Teaching Certification for grade level Highly Qualified status where required Successful completion of MTTC in subject area and enrolled in a program that will lead to certification
Middle School & High School	Michigan Teaching Certification for grade and subject area plus Highly Qualified Status where required Successful completion of MTTC in subject area and enrolled in a program that will lead to certification

ARTICLE 11
EVALUATION OF CLASSROOM TEACHERS

- A. Classroom teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:
1. A year-end evaluation process that meets statutory standards;
 2. An evaluation tool that incorporates components required by law, including:
 - a. Locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and
 - b. The teacher's performance.
 3. A notification to teachers no later than September 30 of each year who the administrator will be that conducts their year-end evaluation.
 4. An individualized development plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:
 - a. Teachers rated developing, needs support; or
 - b. At the administrator's discretion when performance deficiencies are noted. To the extent allowable by law, the District will notify a classroom teacher of complaints that might lead to discipline.
 5. A new teacher support plan with measurable performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness.
 - a. New teachers shall be identified as those who have fewer than four (4) years of cumulative classroom experience as a certified teacher;
 - b. The new teacher support plan shall incorporate mentor teacher visits to observe the new teacher in the classroom, as well as visits by the new teacher to the mentor teacher's classroom to observe.
 6. Classroom observations of at least thirty (30) consecutive minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and, within ten (10) academic days, a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items. Should circumstances exist that prevent a sufficient observation from being conducted, the teacher shall submit a written request to the evaluator to have an additional observation to replace the insufficient observation. Both the teacher and the evaluator must agree that the

circumstances led to an insufficient observation in order for a third observation to be conducted.

7. There shall be at least two (2) classroom observations conducted at least sixty (60) days apart in each school year the teacher is evaluated.
 - a. The first observation shall occur no later than December 15 of each school year.
8. There shall be one (1) announced observation and one (1) unannounced observation each school year. The administrator shall provide a one (1) week timeframe to each teacher for the unannounced observation.
9. The observation must include a review of pupil engagement in the lesson that is observed.
10. No visual or audio recordings shall be used for the purpose of classroom observations without mutual, written consent and knowledge of all parties involved.
11. A mid-year progress report, if required by law, supported with at least two (2) classroom observations completed no later than ninety (90) academic days from the start of the school year, that is used as a supplemental tool to gauge a teacher's improvement from the proceeding school year to assist in any needed additional improvement that is aligned with the existing IDP.
12. A year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
13. Tenured classroom teachers rated as highly effective or effective on the three (3) most recent consecutive year-end evaluations may be evaluated triennially, but if the classroom teacher is not rated as effective on one of the triennial year-end evaluations, the classroom teacher must receive year-end evaluations. If a classroom teacher on the triennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations; year-end evaluations for classroom teachers shall be completed no later than the third Friday in May.
14. A mentor for classroom teachers rated developing or needing support or for classroom teachers as required by law;
15. Opportunity for a tenured classroom teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
16. Use of the evaluation tool, which has been approved by MDE and is in compliance with Revised School Code Section 1249 and corresponding regulations;
17. Website posting of required information for the evaluation tool;
18. Training on the evaluation tool for teachers and evaluators as required by law.

19. If a tenured classroom teacher is rated ineffective or needs support (after July 1, 2024) on three (3) consecutive year-end evaluations, the classroom teacher shall be discharged consistent with due process. The District is not precluded from discharging a classroom teacher at other times as provided by the Teachers' Tenure Act.
20. If a classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.
 - a. In the event that a teacher receives an unevaluated rating of needs support, the unevaluated rating shall not be considered for teacher termination as described in a(s).
21. The parties agree that the District will utilize the 5D+ Rubric for Instructional Growth and Teacher Evaluation. For the 2024-2025 school year, the District will utilize student growth and assessment data consistent with that used for the 2023-2024 school year. Beginning with the 2025-2026 school year, the administrator will identify student learning objective metrics in conjunction with the teacher for the student growth and assessment data.
22. A probationary classroom teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the NTSP, the IDP, the mid-year performance review, or their assigned rating.

ARTICLE 12 TEACHER PLACEMENT

- A. The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:
 1. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.
 2. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
 3. Classroom teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.
 4. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

- a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - b. Credentials needed for District, school, or program accreditation;
 - c. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
 - d. 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;
 - e. Disciplinary record, if any;
 - f. Length of service in a grade level(s) or subject area(s);
 - g. Recency of relevant and comparable teaching assignments;
 - h. Previous effectiveness ratings;
 - i. Attendance and punctuality;
 - j. Compliance with state and federal law; or
 - k. Other non-arbitrary or capricious reasons.
5. Length of service within the District may be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.
 6. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
 7. The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for non-arbitrary or capricious reasons. Except in cases of an emergency, as determined by the Superintendent, teachers who are being involuntarily transferred will receive thirty (30) days written notice prior to the transfer.
 8. A vacancy shall be defined as an available regular teaching position in the bargaining unit. Vacancies shall be publicized for a minimum of seven (7) calendar days by posting a written notice of such vacant position, with a job description, on the District's Web Page. A copy shall also be sent, via school district issued email, to all BEA members.

ARTICLE 13
LAYOFF/RECALL OF TEACHERS

- A. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions to be reduced.
- B. Reduction in force and recall decisions must be made based on classroom teacher effectiveness criteria established in Revised School Code Section 1249 and this Appendix.
- C. Documentation regarding layoff and/or recall decisions shall be shared with the Bargaining Unit.
- D. Decisions about the reduction and recall of teachers will be guided by the following criteria:
 - 1. Retaining the most effective classroom teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary classroom teacher rated as “effective” (or highly effective) on the classroom teacher’s most recent annual year-end performance evaluation is not subject to displacement by a tenured classroom teacher solely because the other classroom teacher is tenured under the Teachers’ Tenure Act.
 - 2. Classroom teachers must be properly certified, approved, or authorized for all aspects of their assignments. The classroom teacher’s certification, authorization, or approval status will be determined by the Revised School Code, MDE’s Teacher Certification Code, MDE’s Rules for Special Education Programs and Services, and other applicable statutes and regulations; and based on documentation on file with the Superintendent’s office.
 - 3. A classroom teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent’s office in compliance with Revised School Code Section 1532.
 - 4. If a classroom teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent’s office.
- E. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent’s office, including:
 - 1. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - 2. Credentials needed for District, school, or program accreditation;

3. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the classroom teacher's effectiveness in that assignment and is integrated into instruction;
 4. 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;
 5. Disciplinary record for the three most recent years of employment, if any;
 6. Length of service in a grade level(s) or subject area(s);
 7. Recency of relevant and comparable teaching assignments;
 8. Previous effectiveness ratings;
 9. Compliance with state and federal law.
- F. Classroom Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.
1. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.
 2. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
 3. Failure to maintain current contact information may negatively impact the teacher's recall.
- G. Before the Board authorizes a classroom teacher reduction, the Superintendent or designee will notify, in writing, the affected classroom teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
- H. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected classroom teacher and Association.
- I. A classroom teacher's length of service with the District as a classroom teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.
- J. Classroom teacher reduction in force decisions will be implemented by the following:
1. If 1 or more classroom teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those classroom teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a classroom teacher(s) for reduction in force will be based on the factors set forth in this Appendix.

2. Classroom teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Appendix.
3. When a classroom teaching position is identified for reduction and there exists a concurrently vacant classroom teaching position for which the classroom teacher in the position to be reduced is both certified and qualified, and the classroom teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that classroom teacher may be assigned to the vacant position consistent with this Appendix unless the Superintendent or designee determines (based on non-arbitrary or capricious reasons) that the District's educational interests would not be furthered by that assignment.
4. If more than 1 classroom teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant classroom teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix, unless the Superintendent determines (based on non-arbitrary or capricious reasons) that the District's educational interests would not be furthered by that assignment.
5. If the reduction or recall decision involves more than 1 classroom teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.
6. At least 30 calendar days' notice of reduction in force will be provided to the classroom teacher and Association, absent extenuating circumstances.

K. Classroom Teacher Recall Process

1. A classroom teacher is eligible for recall under this Appendix for three (3) years from the date the District implemented the reduction in force.
2. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
3. Before or in lieu of initiating the recall of a laid-off classroom teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Appendix.
4. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take the following action to fill a vacancy: Recall the laid-off classroom teacher who is certified and qualified for the vacancy, provided the classroom teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix.

5. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled classroom teacher. A recalled teacher must accept within fifteen (15) business days and report to work within sixty (60) business days to reinstate employment.

**ARTICLE 14
SENIORITY**

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

**ARTICLE 15
COMPENSABLE LEAVE**

- A. At the beginning of the school year, each teacher shall be credited with eleven (11) Sick and three (3) Personal days of Compensable Leave. This benefit will be prorated for teachers hired after the beginning of the school year according to appropriate percentages associated with the hiring date. This benefit will be prorated in the same manner as described above for teachers who take a leave of absence or whose employment is terminated prior to the end of the school year.
- B. Each teacher shall be entitled to an accumulation of the unused portion of each year's compensable leave which shall be available to him/her in future years. Teachers shall have access to the district's attendance system, which provides the number of Compensable Leave Days that they have accumulated.
- C. Compensable Leave shall be granted in accordance with the schedule specified herein, subject to the following conditions and in accordance with MCL 408.964:
 1. Personal Illness: Bona fide physical or mental incapacity of the teacher to report for and discharge his/her duties to the extent of unused days of credit.

2. Illness or serious injury in the immediate family up to a maximum of ten (10) days per occurrence: Absence necessitated because of the personal attendance of the teacher. (Immediate family shall include the teacher's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care he/she is principally responsible).
3. Bereavement Leave: Up to a maximum of five (5) days per occurrence not chargeable against Compensable Leave days will be granted in case of the death of a teacher's Biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner or a child to whom the employee stands in loco parentis. A biological parent, foster parents, stepparent, or adoptive parent or a legal guardian of an employee or a parent of a spouse or domestic partner or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child. A person to whom the employee is legally married under the laws of any state or a domestic partner. A biological grandparent or grandparent of a spouse or domestic partner. A grandchild or the grandchild of a spouse or domestic partner. A biological, foster or adopted sibling.
4. Additional Bereavement Leave: Leave up to a maximum of five (5) days chargeable against Compensable Leave days will be granted in case of the death of one of the relationships defined above in 15(C)(3).
5. Funerals: One (1) day leave chargeable against Compensable Leave may be granted by the teacher's supervisor or the Superintendent of Schools for attendance at funerals for persons other than those in the immediate family. One (1) additional day chargeable against Compensable Leave may be granted for funerals held more than two hundred fifty (250) miles from Baldwin.
6. Personal Leave: Leave days must be requested a minimum of forty-eight (48) hours in advance. Leave days may be taken for the purposes of conducting personal business except as detailed below.
 - a. Personal Leave days shall not be used for private or outside business for personal income.
 - b. Personal Leave days shall not be used for recreation (i.e. hunting, camping, etc.) purposes.
 - c. Personal Leave days shall not be used for extending a holiday or vacation period unless mutually agreed to in writing by the Superintendent. Personal Leave days shall not be used on consecutive days, the first or last week of each semester or the day before or the day after a holiday or vacation (except in an emergency as determined by the Superintendent). Teachers who need to use Personal Leave days on consecutive days, during the first or last week of each semester or the day before or the day after a holiday or vacation shall be required to obtain prior approval and verify their use with their building administrator and the Superintendent.

- D. At the end of the school year, any unused Compensable Leave days shall be credited to the teacher's accumulated Sick Leave days.
- E. The Superintendent may request a physician's or psychiatrist's statement for an absence of three (3) or more consecutive days, or a consistent sustained pattern of absence due to illness. Once a teacher has extinguished all compensable leave time, absences will require a note from a physician. If the teacher fails to provide a note from a physician, disciplinary action shall be taken.
- F. Personal, excused absences, without payroll or Compensable Leave deduction, may be authorized by the Superintendent for affairs relative to community service, or for professional improvement such as approved conferences or visitations to other schools.
- G. In all cases, teachers shall notify the designated person of unavailability for work and of the nature (11.C.1-6) of the day being used by 6:00 a.m. It shall be the responsibility of the administration to make every effort to arrange for a substitute. Each teacher will provide written lessons to be utilized during any absence as per Article 5-B-4.
- H. At the beginning of every school year, the Association shall be credited with fifteen (15) days to be used by teachers who are officers or designated representatives of the Association. The Association shall be credited an additional five (5) days the last year of the contract. The Association agrees to notify the District or its agents no less than forty-eight (48) hours in advance of taking such leave. No more than three (3) teachers shall use this leave on the same day, unless approved by the Superintendent.
- I. Upon a teacher's death, resignation or retirement from employment with the Baldwin Community Schools, when such employment has equaled or exceeded ten (10) years, the District shall pay \$100.00 per day of accumulated Compensable Leave days. This benefit will be prorated for teachers leaving before the end of the work year.
- J. A common/shared sick bank is hereby established. Each full-time teacher shall contribute one (1) day per year. No additional days will be added to the sick bank the following year if, by June 30 of any year, the bank contains 250 or more days.
 - 1. All requests by a teacher for sick bank use shall be in writing and must be accompanied by a medical report.
 - 2. The first fifteen (15) instructional days of the teacher's illness or disability will not be covered by the bank, but must be covered by the person's own accumulated sick leave or absence without pay.
 - 3. All of a person's personal compensable days must be exhausted to receive days from the bank.
 - 4. A person may obtain up to 45 days per year.

5. Once a written request has been made to the Superintendent, a meeting will be called (within 5 days) of the sick bank committee (composed of two BEA members - appointed by the BEA President, and two administrators - appointed by the Superintendent). The committee will decide if the sick bank days will be given to the requesting teacher.
7. A person may not receive days from the sick bank if he/she is receiving or is eligible for short or long-term disability benefits
8. Days awarded to an employee from the sick bank are available only for the current school year and may not be carried forward to subsequent years.
9. No requirement exists for repayment of days to the sick bank upon a teacher's return to work and accumulating more days.

ARTICLE 16 LEAVES OF ABSENCE

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

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

1. Teachers desiring to utilize their accumulated Compensable Leave shall teach until physically unable to do so and return to the District as soon as they are physically able to do so, as determined by the teacher's physician. If a teacher has exhausted all his/her accumulated Compensable Leave prior to recovery from such disability, the teacher shall be placed on unpaid personal illness leave. All fringe benefits shall continue in effect in accordance with the Family and Medical Leave Act (FMLA).
2. Teachers desiring to take a leave of absence without pay shall be granted up to two (2) semesters. Teachers electing this option shall have District contributed health insurance coverage in accordance with the Family and Medical Leave Act (FMLA). The teacher and his/her physician shall determine the beginning date of the leave. The teacher shall return

at the beginning of a semester or (a marking period) to the extent possible. A teacher may use his/her accumulated Compensable Leave during the period of time that s/he is physically unable to perform her assigned duties. The leave may be extended at the discretion of the District if such is requested in writing thirty (30) days prior to the termination date of initial leave. In the event of a miscarriage or death of the object child of the leave, the leave may be terminated upon the teacher's request.
3. A one (1) year unpaid child care leave may be granted to any tenure teacher provided that he/she gives sixty (60) days advance notice intended for such leave.

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

F. Leaves for Other Purposes:

1. Absence for jury or witness service: In such cases, a teacher will be paid the difference between his/her pay for that duty and his/her regular pay provided he/she has cooperated with school officials in attempting to obtain a postponement from such service for the period of the school year. This section shall be rendered null and void if said court appearance is a result of or in connection with other employment held by the teacher.
2. National Guard Emergency Call-up: In such cases, a teacher will be paid the difference between his/her pay for that duty and his/her regular pay for up to ten (10) working days providing proof of service and pay are submitted to the Superintendent of Schools.
3. Leaves of absence with pay for up to three (3) days per year not chargeable against Compensable Leave shall be granted in connection with an appearance before a court or an administrative agency when subpoenaed (as a witness) in any case connected with the teacher's employment or the school, except that leave pay shall not be granted in connection with Unfair Labor Practice hearings involving the District and Association.

G. A teacher returning from a leave of absence must notify the Superintendent of Schools at least one (1) month prior to the expiration date of the leave or the date of return in order to permit

planning, scheduling, and placement. Upon return from leaves of absence the teacher may request to be returned to the position held prior to the leave, provided the position still exists. If such leave exceeds sixty (60) school days, notification must be given to the Superintendent at least thirty (30) days prior to the start of the semester in which the teacher wishes to return.

H. Continuance of Benefits:

Teachers who are on unpaid leaves of absence may continue the benefits of the group rate insurance programs in effect by electing COBRA and directing payment for the monthly premium(s) directly to the District. This section is subject to the rules and regulations of said insurance carrier.

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

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

ARTICLE 17 COMPENSATION

A. When a regular pay day occurs within a vacation period during the school year, direct deposits shall be made to the teacher's bank account(s) on file in Central Office on the day of the regularly scheduled pay date. In the event that a regularly scheduled pay day occurs on a holiday, direct deposits shall be made on the last business day in advance of the normally scheduled pay day.

B. A teacher who is required as part of his/her assignment to use his/her own vehicle for transportation in order to perform regularly assigned duties shall be reimbursed at the I.R.S. rate. Mileage will be computed on the basis of actual miles logged and reported each month. The mileage reimbursement provided in this section is not applicable to the performance of any duty or responsibility with respect to any Appendix B position, except for conferences, seminars, training sessions and/or professional meetings for the respective coaches or sponsors when attendance is authorized by prior approval of the Superintendent or his/her designee.

C. Salary Schedule Placement:

1. The Superintendent has discretion to place incoming teachers up to step five (5) on the salary schedule and may authorize additional steps on the salary schedule for teaching or employment experience. Any former teacher of the Baldwin Community Schools who is re-employed within a period not exceeding five (5) years shall be placed on the salary schedule at the next step above the one on which his/her salary was based when he/she left the District, or shall be given credit for teaching experience as provided in this section, whichever is greater.

2. Up to two (2) years may be allowed for honorably completed military active duty.

3. Up to two (2) years may be allowed for satisfactorily completed Peace Corps or VISTA service.

4. The salaries shall be adjusted each semester for college credit verified by official transcript no later than thirty (30) days after the beginning of such semester.
- D. Salaries of teachers covered by this Agreement are set forth in Appendix A 1-5, attached to and incorporated as part of this Agreement.
 - E. Extra Duty pay will be provided in Appendix B, which is attached to and incorporated as part of this Agreement.
 - F. Upon authorization by the administration, any member of the bargaining unit who voluntarily substitutes for another teacher during his/her conference/preparation period will receive \$35.00 for the period.
 - G. Upon authorization by the Superintendent, any member of the bargaining unit who temporarily substitutes for the building principal shall be paid an amount, in addition to his/her normal salary, not to exceed \$100.00 per day. In the event a bargaining unit member substitutes for a partial day, the rate will be \$13.80 per hour, up to 7.41. Under no circumstances shall the amount for a single day exceed \$100 without a written agreement.
 - H. Teachers who accept positions of summer school teacher, academic center teacher, or other instructional positions outside of their regular assignment shall be paid at a minimum of the substitute rate identified in 13-F, above.
 - I. Upon Authorization by the Superintendent, any member of the bargaining unit who serves as an off-site, after-school tutor shall be paid \$50.00 per hour.
 - J. If a teacher is absent, no sub is available, and another teacher provides instruction for a combined class wherein the number of students in the combined class exceeds the number of students regularly assigned to the teacher, that teacher shall receive 60% of the teacher sub rate (13-F) per hour, three times that amount per half-day, or six times that amount per full-day, for each unit served in such capacity. No extra compensation will be paid unless the number of students in the combined class exceeds the number of students regularly assigned to the teacher. No such compensation shall be paid to a special education teacher unless the number of students served in the combined class during the day or period exceeds the state maximums allowed for that classroom.
 - K. The work year of teachers covered by this Agreement shall consist of 186 days. Newly hired teachers shall be required to work 187 days in order to attend new hire orientation.
 - L. Nothing in this Agreement shall require the District to keep school open in the event of inclement weather, malfunction of equipment, Acts of God, or other emergencies. When schools are closed to students due to the above conditions, teachers shall not be required to physically report for work and shall not suffer loss of compensation for such days. However, teachers shall work on any rescheduled day(s) with no additional compensation to ensure that the District has complied with the student instructional day requirements of the State of

Michigan. At the Superintendent's discretion, he/she can institute a remote learning instructional day for any cancelled in-person instructional day.

- M. In the event of a late start, teachers will be required to report for work proportional to the amount of the delay. When school is closed early due to inclement weather, teachers will be permitted to leave after departure of the buses.
- N. In order to encourage professional growth and development, teachers on the BA+18 scale with continuing certification or beyond, shall be eligible for tuition reimbursement up to \$1,200 per year. Reimbursement will be made after copies of proof of payment and a transcript indicating successful completion of the course is presented to Central Office. If a teacher received tuition payment from scholarships or grants, no duplicate reimbursement will be made by the District.
- O. If the District and a teacher agree in writing that the teacher will pursue an endorsement/degree not currently held by the teacher, the District shall reimburse 100% of the costs for tuition & fees for the teacher to obtain the endorsement/degree. In addition, the District may agree, in writing, to cover additional necessary costs associated with the teacher obtaining an endorsement/degree. These additional costs shall be limited to books, supplies, and mileage. At its discretion, the District may elect not to approve these additional costs. A teacher who receives this benefit must submit proof of payment prior to receiving a reimbursement from the District. Teachers must also submit proof of successful completion of each course for which reimbursement was paid. Should the teacher fail to successfully complete a course, the teacher shall be required to reimburse the District, through payroll deduction, the total amount of tuition & fees and additional costs paid by the District. The teacher shall also remain employed by the District for three (3) years subsequent to earning the endorsement/degree. Failure to meet the employment duration criteria shall result in the teacher reimbursing the District for the full amount of tuition & Fees and additional cost paid by the District.
- P. Teachers who volunteer for mentoring responsibilities for a new or existing teacher and receive a satisfactory Mentor Evaluation shall receive a payment of \$500.00.

ARTICLE 18 FRINGE BENEFITS

- A. The District agrees to provide the following fringe benefits:
 - 1. Upon submission of a written application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the District shall pay health insurance premiums (including any pro-rated payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or any similar accounts used for health care costs) for all eligible Bargaining Unit Members and their eligible immediate family members pursuant to MCL 15.563 (Public Employer Contributions to Medical Benefit Plans Annual Cost Limitations).
 - 2. In addition to health insurance, the District shall pay the full premium for each eligible employee toward vision, dental, life, AD&D, and LTD insurance plan(s):

Due to the nature of vision, dental, life, AD&D, and LTD insurance plan(s), once a plan is chosen by the Association, all eligible employees must participate in the plan. Bargaining

Unit Members shall be solely responsible for any amounts above the District's contribution which are necessary to maintain the selected coverage.

3. The type of health, vision, dental, life, AD&D, and LTD insurance plan(s) available to Bargaining Unit Members shall be determined on an annual basis by the Association. However, any increases in premiums pertaining to vision, dental, life, AD&D, and LTD coverage must be approved by the District prior to implementing such plans. The Association shall provide all details necessary for Employer implementation, and shall transmit said details to the District with sufficient notice to allow the District to implement any insurance changes. Should the Association fail to identify preferred insurance plan(s) and provide all details necessary for Employer implementation, the insurance plan(s) shall be the plan(s) then in effect, however, the employer paid premium amounts stated above shall not change; the Bargaining Unit Member shall be solely responsible for any remaining amounts. The District shall not be responsible for any liability associated with late notice.
 4. Any premium amounts beyond the Employer's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Bargaining Unit Member and shall be payroll deducted. To the extent allowable by law, the Bargaining Unit Member may sign an agreement authorizing that any such premium amounts be payroll deducted through the Employer's Section 125 Plan. Where a Bargaining Unit Member is paid through less than 26 pays, the Bargaining Unit Member shall have prorated deductions removed from their pay sufficient to cover the Bargaining Unit Member's insurance premium contributions for the summer period. Where a Bargaining Unit Member is paid through less than 26 pays and becomes responsible for premium payments under this provision during the summer, payroll deduction of those premium amounts shall be made from the Bargaining Unit Member's salary in the ensuing school year, or the District may request that the Bargaining Unit Member present payment directly at its discretion. Failure of a Bargaining Unit Member to pay their portion of the costs shall alleviate the Employer of any duty to pay insurance contributions. The Employer shall have the right to make deduction of any amounts due from the Bargaining Unit Member's wages, and shall be held harmless from any liability arising from the deduction.
 5. Eligible Bargaining Unit Members shall receive insurance as of the 1st day of the 1st full month following their employment. Those employees taking cash-in-lieu shall not be eligible for Employer paid health insurance contributions, but must participate in all other insurance products chosen by the Association. A Bargaining Unit Member shall be eligible for Employer paid insurance contributions if the Bargaining Unit Member is regularly scheduled to work at least 30 hours per week.
 6. Bargaining Unit Members who have access to another Bargaining Unit Member's District funded insurance shall not be eligible for Employer provided insurance, but must instead accept cash-in-lieu in accordance with subsection B, below. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's District funded insurance, but have dependents of their own. Those individuals may take the District funded insurance. During open enrollment, Bargaining Unit Members electing health care coverage will sign a statement that they are complying with this paragraph.
- B. Bargaining Unit Members who are eligible for Employer paid medical coverage premium contributions under subsection A of this Article may make a written waiver of that coverage

and instead elect to receive cash-in-lieu (less applicable taxes). The cash-in-lieu option shall be as follows:

1-4 Members:	\$300 per member per month
5+ Members:	\$400 per member per month

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

- C. Unless otherwise noted within this Agreement, or as required by law, Bargaining Unit Members on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Employer's portion of insurance premiums for those days.
- D. If the Association chooses a group life insurance policy, Bargaining Unit Members are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Bargaining Unit Member must make application to the life insurance carrier within 31 days of any termination of their employment status.
- E. To the extent permitted by law and/or insurer's policies, Employer-paid insurance premium contributions shall continue as long as the Bargaining Unit Member is in a pay status, but terminate at the end of the month during which the Bargaining Unit Member ceases to be in a pay status, except as is otherwise provided herein or by law. Bargaining Unit Members may continue the coverage at their own expense to the extent permitted by law.
- F. The Employer shall not be required to remit premiums for any insurance coverage on behalf of a Bargaining Unit Member if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.
- G. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Bargaining Unit Member is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Employer, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Employer's failure to remit contractual premium amounts required of it.
- H. Changes in family status shall be reported by the Bargaining Unit Member to the Employer within thirty (30) days of such change. The Bargaining Unit Member shall be responsible for any overpayment of premium made by the Employer on his/her behalf for failure to comply with this paragraph.

ARTICLE 19 GRIEVANCE PROCEDURE

- A. Any claim by the Association or any teacher that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be defined as a grievance and shall be resolved through the procedures set forth herein.
- B. All time limits set forth herein shall refer to business days. Time limits are to be extended only by mutual written consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered substantive and failure to conform to them shall mean default by the party failing to conform.
- C. The District agrees that the Association may designate building representatives and an alternate building representative who shall be teachers. The Association will furnish the District with the names of its building representatives, alternates, and Grievance Chairperson and such changes as may occur from time to time in such personnel so that the District may at all times be advised as to the authority of the individual representatives of the Association with whom it is dealing. Until the District has received written notice from the Association, it shall not be required to deal with such teachers purporting to be representatives. It is understood that, whenever possible, grievance problems will be handled at times other than when the teacher is at work. In the event, however, in the handling of a grievance, it becomes necessary for building representative to leave his/her work, he/she shall first obtain permission from his/her Supervisor or Principal. The privilege of the building representative leaving during his/her working hours without loss of time or pay is subject to the understanding that such time will be devoted to the proper handling of the grievance; will be done as expeditiously and with as little interruption to work as possible; must not leave any students unattended; and that the privilege will not be abused. The building representative shall return to his/her work as promptly as possible and upon returning shall report at once to his/her Principal.
- D. A written grievance as required herein shall contain the following:
 - 1. It shall be signed.
 - 2. It shall be specific.
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violations.
 - 4. It shall cite the section or subsection of this contract alleged to have been violated.
 - 5. It shall contain the date of the alleged violation.
 - 6. It shall specify the relief requested.

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

E. LEVEL 1:

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

Representative shall schedule the meeting with the immediate supervisor and the Building Representative or the Grievance Chairperson shall be present at the informal conference.

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

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

LEVEL 2:

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

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

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

LEVEL 3:

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

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

LEVEL 4:

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

1. The arbitrator shall have no power or authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. The arbitrator shall have no power to hear any grievance protesting the Board's failure to appoint or renew an individual to an extra-curricular or extra duty position.
 3. A tenured teacher may elect to appeal the decision to the Tenure Commission or file a demand for arbitration, but not both. The election of the teacher to pursue an appeal to arbitration or through the statutory procedures of the Michigan Teacher Tenure Act shall be made within twenty (20) days from receipt of the written decision from the Board of Education. The election shall be made by the filing of a demand for arbitration with the American Arbitration Association or the filing of an appeal with the State Tenure Commission. A teacher making the election to pursue the matter to arbitration instead of through the statutory procedures of the Michigan Teacher Tenure Act, at the time of filing the demand for arbitration, must withdraw any pending request for further proceedings pursuant to the Michigan Teacher Tenure Act. The arbitration hearing shall not proceed until it is determined that the tenured teacher has no subsequent recourse for an appeal or hearing according to the statutory procedures of the Michigan Teacher Tenure Act.
- F. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final resolution of the grievance.
- G. It is understood by the parties that no grievance shall be filed based upon any prior or previous agreement or upon alleged grievance occurring prior to the effective date of this Agreement.
- H. Commencing forty-five (45) calendar days prior to the last working day for teachers, all days referenced in this Article shall be calendar days. The Association shall inform the Board this limitation is in effect at Level 1.
- I. The Board shall give the Association a twenty-four (24) hour advance notice of any grievance meeting.
- J. The grievant shall be present at all scheduled grievance meetings at each level or the grievance shall be forfeited.

ARTICLE 20 CONTINUITY OF OPERATIONS

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

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

- A. The Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.

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

ARTICLE 21 RIGHTS OF THE DISTRICT

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

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

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

ARTICLE 22 SCHOOL IMPROVEMENT PLANS

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

improvement plan or process as may be otherwise required under the No Child Left Behind Act or the Public Employment Relations Act.

ARTICLE 23 MISCELLANEOUS PROVISIONS

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

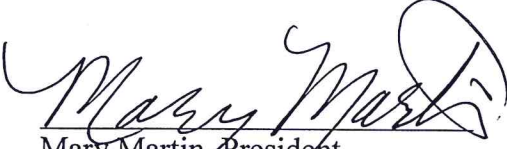
ARTICLE 24 WAIVER

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


ARTICLE 25 DURATION OF AGREEMENT


- A. This Agreement incorporates the agreement reached by the parties on all issues which were subjects of negotiation. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in writing as an amendment to this Agreement.
- B. This Agreement shall become effective **July 1, 2025** and shall continue in effect through **June 30, 2030**. If an agreement is not reached on the renewal of this Agreement prior to the

BALDWIN COMMUNITY SCHOOLS BALDWIN EDUCATION ASSOCIATION


Mary Martin, President
Board of Education


Carissa Reidel, President / Chief Negotiator
Baldwin Education Association


Katena Abraham, Secretary
Board of Education


Brynn Mathis, Vice-President
Baldwin Education Association

May 28, 2025
Date of Ratification

June 24, 2025
Date of Ratification

APPENDIX A (1)

**Baldwin Community Schools
2025-2026 SALARY SCHEDULE**

Step	Index	BA Factor =	BA+18 1.0900	BA+24 1.1200	MA/BA+30 1.1500	MA+15 1.2250
1	1.0000	43,117	46,998	48,291	49,585	52,818
2	1.0570	45,575	49,676	51,044	52,411	55,829
3	1.1140	48,032	52,355	53,796	55,237	58,840
4	1.1710	50,490	55,034	56,549	58,064	61,850
5	1.2280	52,948	57,713	59,301	60,890	64,861
6	1.2850	55,405	60,392	62,054	63,716	67,872
7	1.3420	57,863	63,071	64,807	66,542	70,882
8	1.3990	60,321	65,750	67,559	69,369	73,893
9	1.4560	62,778	68,428	70,312	72,195	76,903
10	1.5130	65,236	71,107	73,064	75,021	79,914
11	1.5728	67,814	73,918	75,952	77,987	83,073
12	1.5826	68,237	74,378	76,425	78,473	83,590
13	1.5924	68,660	74,839	76,899	78,958	84,108
14	1.6022	69,082	75,299	77,372	79,444	84,626
15	1.6120	69,505	75,760	77,845	79,930	85,143
16	1.6218	69,927	76,221	78,318	80,416	85,661
17	1.6360	70,539	76,888	79,004	81,120	86,411
18	1.6414	70,772	77,142	79,265	81,388	86,696
19	1.6512	71,195	77,602	79,738	81,874	87,214
20	1.6610	71,617	78,063	80,211	82,360	87,731
21	1.6708	72,040	78,523	80,685	82,846	88,249

In order to receive a step, a bargaining unit member must work a minimum of 140 days during the year commencing on August 1st and ending on July 31st. Half steps will not be awarded.

To qualify for the Bachelor's (+18, +24 or +30) or Master's (+15), all hours must be attained after the qualifying BA/MA is earned.

APPENDIX A (2)

**Baldwin Community Schools
2026-2027 SALARY SCHEDULE**

Step	Index	BA Factor =	BA+18 1.0900	BA+24 1.1200	MA/BA+30 1.1500	MA+15 1.2250
1	1.0000	44,411	48,407	49,740	51,072	54,403
2	1.0570	46,942	51,167	52,575	53,983	57,504
3	1.1140	49,473	53,926	55,410	56,894	60,605
4	1.1710	52,005	56,685	58,245	59,805	63,706
5	1.2280	54,536	59,444	61,080	62,717	66,807
6	1.2850	57,068	62,204	63,916	65,628	69,908
7	1.3420	59,599	64,963	66,751	68,539	73,009
8	1.3990	62,130	67,722	69,586	71,450	76,110
9	1.4560	64,662	70,481	72,421	74,361	79,211
10	1.5130	67,193	73,240	75,256	77,272	82,312
11	1.5728	69,849	76,135	78,231	80,326	85,565
12	1.5826	70,284	76,610	78,718	80,827	86,098
13	1.5924	70,719	77,084	79,206	81,327	86,631
14	1.6022	71,155	77,558	79,693	81,828	87,164
15	1.6120	71,590	78,033	80,181	82,328	87,697
16	1.6218	72,025	78,507	80,668	82,829	88,231
17	1.6360	72,656	79,195	81,374	83,554	89,003
18	1.6414	72,895	79,456	81,643	83,830	89,297
19	1.6512	73,331	79,930	82,130	84,330	89,830
20	1.6610	73,766	80,405	82,618	84,831	90,363
21	1.6708	74,201	80,879	83,105	85,331	90,896

In order to receive a step, a bargaining unit member must work a minimum of 140 days during the year commencing on August 1st and ending on July 31st. Half steps will not be awarded.

To qualify for the Bachelor's (+18, +24 or +30) or Master's (+15), all hours must be attained after the qualifying BA/MA is earned.

APPENDIX A (3)

**Baldwin Community Schools
2027-2028 SALARY SCHEDULE**

Step	Index	BA Factor =	BA+18 1.0900	BA+24 1.1200	MA/BA+30 1.1500	MA+15 1.2250
1	1.0000	45,743	49,860	51,232	52,604	56,035
2	1.0570	48,350	52,702	54,152	55,603	59,229
3	1.1140	50,958	55,544	57,072	58,601	62,423
4	1.1710	53,565	58,386	59,993	61,600	65,617
5	1.2280	56,172	61,228	62,913	64,598	68,811
6	1.2850	58,780	64,070	65,833	67,596	72,005
7	1.3420	61,387	66,912	68,753	70,595	75,199
8	1.3990	63,994	69,754	71,674	73,593	78,393
9	1.4560	66,602	72,596	74,594	76,592	81,587
10	1.5130	69,209	75,438	77,514	79,590	84,781
11	1.5728	71,944	78,419	80,578	82,736	88,132
12	1.5826	72,393	78,908	81,080	83,251	88,681
13	1.5924	72,841	79,397	81,582	83,767	89,230
14	1.6022	73,289	79,885	82,084	84,283	89,779
15	1.6120	73,737	80,374	82,586	84,798	90,328
16	1.6218	74,186	80,862	83,088	85,314	90,877
17	1.6360	74,835	81,570	83,815	86,061	91,673
18	1.6414	75,082	81,840	84,092	86,345	91,976
19	1.6512	75,531	82,328	84,594	86,860	92,525
20	1.6610	75,979	82,817	85,096	87,376	93,074
21	1.6708	76,427	83,306	85,598	87,891	93,623

In order to receive a step, a bargaining unit member must work a minimum of 140 days during the year commencing on August 1st and ending on July 31st. Half steps will not be awarded.

To qualify for the Bachelor's (+18, +24 or +30) or Master's (+15), all hours must be attained after the qualifying BA/MA is earned.

APPENDIX A (4)

**Baldwin Community Schools
2028-2029 SALARY SCHEDULE**

Step	Index	BA Factor =	BA+18 1.0900	BA+24 1.1200	MA/BA+30 1.1500	MA+15 1.2250
1	1.0000	46,658	50,857	52,257	53,656	57,156
2	1.0570	49,317	53,756	55,235	56,715	60,414
3	1.1140	51,977	56,655	58,214	59,773	63,671
4	1.1710	54,636	59,553	61,192	62,832	66,929
5	1.2280	57,296	62,452	64,171	65,890	70,187
6	1.2850	59,955	65,351	67,150	68,948	73,445
7	1.3420	62,615	68,250	70,128	72,007	76,703
8	1.3990	65,274	71,149	73,107	75,065	79,961
9	1.4560	67,934	74,048	76,086	78,124	83,219
10	1.5130	70,593	76,946	79,064	81,182	86,477
11	1.5728	73,383	79,988	82,189	84,391	89,894
12	1.5826	73,840	80,486	82,701	84,917	90,455
13	1.5924	74,298	80,984	83,213	85,442	91,015
14	1.6022	74,755	81,483	83,726	85,968	91,575
15	1.6120	75,212	81,981	84,238	86,494	92,135
16	1.6218	75,669	82,480	84,750	87,020	92,695
17	1.6360	76,332	83,202	85,492	87,782	93,507
18	1.6414	76,584	83,476	85,774	88,072	93,815
19	1.6512	77,041	83,975	86,286	88,597	94,375
20	1.6610	77,498	84,473	86,798	89,123	94,936
21	1.6708	77,956	84,972	87,310	89,649	95,496

In order to receive a step, a bargaining unit member must work a minimum of 140 days during the year commencing on August 1st and ending on July 31st. Half steps will not be awarded.

To qualify for the Bachelor's (+18, +24 or +30) or Master's (+15), all hours must be attained after the qualifying BA/MA is earned.

APPENDIX A (5)

**Baldwin Community Schools
2029-2030 SALARY SCHEDULE**

Step	Index	BA Factor =	BA+18 1.0900	BA+24 1.1200	MA/BA+30 1.1500	MA+15 1.2250
1	1.0000	47,591	51,874	53,302	54,729	58,299
2	1.0570	50,304	54,831	56,340	57,849	61,622
3	1.1140	53,016	57,788	59,378	60,969	64,945
4	1.1710	55,729	60,744	62,416	64,088	68,268
5	1.2280	58,442	63,701	65,455	67,208	71,591
6	1.2850	61,154	66,658	68,493	70,327	74,914
7	1.3420	63,867	69,615	71,531	73,447	78,237
8	1.3990	66,580	72,572	74,569	76,567	81,560
9	1.4560	69,292	75,529	77,607	79,686	84,883
10	1.5130	72,005	78,485	80,646	82,806	88,206
11	1.5728	74,851	81,587	83,833	86,078	91,692
12	1.5826	75,317	82,096	84,355	86,615	92,264
13	1.5924	75,784	82,604	84,878	87,151	92,835
14	1.6022	76,250	83,113	85,400	87,688	93,406
15	1.6120	76,716	83,621	85,922	88,224	93,978
16	1.6218	77,183	84,129	86,445	88,760	94,549
17	1.6360	77,859	84,866	87,202	89,537	95,377
18	1.6414	78,116	85,146	87,489	89,833	95,692
19	1.6512	78,582	85,654	88,012	90,369	96,263
20	1.6610	79,048	86,163	88,534	90,906	96,834
21	1.6708	79,515	86,671	89,057	91,442	97,406

In order to receive a step, a bargaining unit member must work a minimum of 140 days during the year commencing on August 1st and ending on July 31st. Half steps will not be awarded.

To qualify for the Bachelor's (+18, +24 or +30) or Master's (+15), all hours must be attained after the qualifying BA/MA is earned.

**APPENDIX B
EXTRA DUTY PAYMENT SCHEDULE**

. I.	<u>HIGH SCHOOL:</u>	
	First Robotics (grades 6-12)	6%
	First Robotics (grades 6-12)	6%
	Student Council Advisor	6%
	Yearbook Advisor -Without Yearbook Class	6%
	Band Director (grades K-12)	10%
	Play Director (per production, maximum of two)	5%
	Ski Advisor (grades 6-12)	4%
	Senior Class Advisor	9%
	Junior Class Advisor	9%
	Sophomore Class Advisor	6%
	Freshman Class Advisor	6%
	National Honor Society Advisor	4%
	Choral Director	3%
	Art Fair Director (K-12)	3%
	Science Fair Advisor	3%
	STEM Advisor	3%
	Gardening Program Advisor	6%
	Game Club Advisor	3%
II.	<u>MIDDLE SCHOOL:</u>	
	Science Fair Advisor	3%
	STEM Advisor	3%
	Student Council Advisor	5%
	Choral Director	3%
	National Honor Society Advisor	3%
	Math Counts Advisor	3%
III.	<u>ELEMENTARY:</u>	
	Science Fair Advisor	3%
	STEM Advisor	3%
	Choral Director	3%
	Carnival Director	3%
	Student Council Advisor	5%

**APPENDIX C
ATHLETICS PAYMENT SCHEDULE**

I.	<u>HIGH SCHOOL SPORTS</u>	
	Varsity Basketball Coach (Boys)	13%
	Varsity Basketball Coach (Girls)	13%
	Varsity Football Coach (Boys)	12%
	Varsity Baseball Coach (Boys)	9%
	Varsity Softball Coach (Girls)	9%
	Varsity Track Coach (Boys)	7.5%
	Varsity Track Coach (Girls)	7.5%
	Varsity Track Coach (If Combined Boys and Girls)	9%
	Varsity Cross Country Coach (If Combined Boys & Girls)	5%
	Varsity Cross Country Coach (If combined with Middle School)	6%
	Varsity Golf Coach (Boys & Girls)	4%
	Varsity Volleyball Coach (Girls)	11%
	Varsity Soccer (Girls)	9%
	Fall Sideline Cheer Coach	5%
	Winter Sideline Cheer Coach	5%
	**Competitive Cheer	2%
	Assistant Varsity Football Coach (Boys)	8%
	Assistant Varsity Basketball (Boys)	2.5%
	Assistant Varsity Basketball (Girls)	2.5%
	Assistant Varsity Volleyball Coach	2.5%
	*Junior Varsity Volleyball Coach (Girls)	8%
	*Junior Varsity Basketball Coach (Boys)	8%
	*Junior Varsity Basketball Coach (Girls)	8%
	*Junior Varsity Softball Coach (Girls)	7.5%
	*Junior Varsity Baseball Coach (Boys)	7.5%
	*Junior Varsity Football Coach (Boys)	7.5%
	Varsity Bowling Coach (Boys)	6%
	Varsity Bowling Coach (Girls)	6%
	Boys and Girls Bowling Coach (if Combined Boys and Girls)	8%
	Community Open Gym Coordinator	4%
II.	<u>MIDDLE SCHOOL SPORTS</u>	
	Football Coach (Boys)	6%
	Football Coach (Boys – If Two Coaches)	5%/each
	Basketball Coach (Boys)	6%
	Basketball Coach (Boys – If Two Coaches)	4%
	Basketball Coach (Girls)	6%

Basketball Coach (Girls – If Two Coaches)	
Track Coach (Boys & Girls)	4.5%
Fall Cheerleader Coach	4%
Fall Cheerleader Coach (If Two Coaches)	2.5%/each
Winter Cheerleader Coach	4%
Winter Cheerleading Coach (If Two Coaches)	2.5%/each
Volleyball Coach	4%
Volleyball Coach (If Two Coaches)	2.5%/each
Soccer Coach (Girls)	5%
Baseball Coach (Boys)	5%

III. ELEMENTARY SCHOOL SPORTS

Basketball Coach (Boys)	4%
Basketball Coach (Boys - If Two Coaches)	3%
Basketball Coach (Boys – If One Coach and Two Teams)	5%
Basketball Coach (Girls)	4%
Basketball Coach (Girls - If Two Coaches)	3%
Basketball Coach (Girls – If One Coach and Two Teams)	5%
Volleyball Coach	4%
Volleyball Coach (If Two Coaches)	3%
Volleyball Coach (If One Coach for Two Teams)	5%
Elementary Flag Football	2%
Elementary Cheerleader Coach	2.5%
Elementary Cheerleader Coach (If Two Coaches)	1.5%

- * In the event that there is no Junior Varsity sport, the district may assign a Junior Varsity Coach to an Assistant Varsity Coach.
- If a Season is not completed, a coach will not receive the full pay. The pro-rated pay will be determined by the Athletic Director and the Superintendent.

**Competitive Cheer must include three or more competitions and must also include the state tournament.

Note> Percentages are calculated based on BA, Step 1

**APPENDIX D
INCENTIVE PAY SCHEDULE**

Bargaining Unit Members shall be eligible for a bonus based on the number of points received during a school year. Points will be awarded for in-person staff attendance at the events listed below and tracked using sign-in sheets. Incentive pay will be distributed no later than June 30 of each year.

Graduation (12 th grade)	2 Points/ea
Graduation (8 th grade)	2 Points/ea
Graduation (5 th grade)	2 Points/ea
Family Nights	2 Points/ea
Play Productions	2 Points/ea
Band/Choir Concerts	2 Points/ea
Student Dances	4 Points/ea
Student Lock-ins	4 Points/ea
Game Nights	3 Points/ea
National Honor Society Induction	1 Point/ea
Preschool/Kindergarten Roundup	2 Points/ea
Evening Field Trip Chaperone	2 Points/ea
Overnight Field Trip Chaperone	TBD
Sporting Events	.5 Points/ea*
Other Events (with approval of the Superintendent)	TBD

*A maximum of four (4) points can be earned for sporting events. Points shall not be earned for working at sporting events.

Teachers shall earn fifty dollars (\$50.00) per point for events attended during each school year.

APPENDIX E

2025-2026

School Day	Full Day PD	1/2 Day PTC	1/2 Day No PD	Testing day
No School	1/2 Day PD	1/2 Day Exams	Records Day	New Teacher

JULY				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

AUGUST				
M	T	W	T	F
				1
4	5	6	7	8
11	12**	13	14	15
18	19	20	21	22
25	26	27	28	29

SEPTEMBER				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

OCTOBER				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

NOVEMBER				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

DECEMBER				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19*
22	23	24	25	26
29	30	31		

JANUARY				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

FEBRUARY				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

MARCH				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

APRIL				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

MAY				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JUNE				
M	T	W	T	F
1	2	3	4	5
8	9	10*	11	12
15	16	17	19	19
22	23	24	25	26
29	30			

Contract Days 186 Teacher
180 Student

August
Teacher Days 7
Student Days 4

September
Teacher Days 21
Student Days 21

October
Teacher Days 23
Student Days 23

November
Teacher Days 17
Student Days 16

December
Teacher Days 15
Student Days 14

January
Teacher Days 19
Student Days 19

February
Teacher Days 19
Student Days 19

March
Teacher Days 18
Student Days 18

April
Teacher Days 19
Student Days 19

May
Teacher Days 20
Student Days 20

June
Teacher Days 8
Student Days 7

QUARTERS	
Quarter 1	August 25th-October 17th 38 Student Days Progress 1 19-Sep
Quarter 2	October 20th-December 18th 40 Student Days Progress 2 14-Nov
Quarter 3	January 5th-March 20th 52 Student Days Progress 3 20-Feb
Quarter 4	March 23rd-June 9th 50 Student Days Progress 4 1-May

EXAMS	
1st Semester Exams	December 16th, 17th, 18th 1/2 Days on 17th and 18th
Senior Exams	May 11th-14th
2nd Semester Exams	June 5th, 8th, 9th 1/2 Days on 8th and 9th

CONFERENCES	
Fall Conferences 1/2 Days	October 23rd and 24th
Spring Conferences 1/2 Days	March 25th and 26th

SENIORS	
Last Day	May 14th
Graduation	May 22nd

PD Full Days	
	August 19th-21st
	November 7th
PD Half Days	
	September 19th
	October 10th
	January 30th
Half Days No PD	
	May 22nd

Teacher Record's Days	
	December 19th and June 10th

*If Necessary 1/2 Day Exam Snow Day Make-Up

2025-2026
Total Teacher 186 **
Total Student 180

**New Teachers work 187 days

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

Grievance Number _____

Distribution of form:

Grievance Report
Submit to Principal in duplicate

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

BUILDING ASSIGNMENT NAME OF GRIEVANT DATE FILED

LEVEL 1

Date cause of grievance occurred: _____

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

2. Relief sought: _____

Signature, Grievance Chairperson _____ Date _____

Disposition of Principal: _____

Principal's Signature _____ Date _____

Position of the

Association: _____

Signature, Grievance Chairperson _____ Date _____

LEVEL 2

A. Date received by the Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Superintendent's Signature _____ Date _____

C. Position of the Association: _____

Grievance Chairperson Signature _____ Date _____

LEVEL 3

A. Date received by the Board of Education: _____

B. Disposition of the Board: _____

Board President Signature _____ Date _____

C. Position of the Association: _____

Grievance Chairperson Signature _____ Date _____

LEVEL 4

A. Date submitted to Arbitration: _____

B. Disposition and award of Arbitrator: _____

Signature _____ Date _____

Attach additional sheets as necessary.



LETTER OF AGREEMENT

between

THE BALDWIN EDUCATIONAL ASSOCIATION AND THE BALDWIN COMMUNITY SCHOOLS

This letter will confirm the agreement, between the Baldwin Education Association and the Baldwin Community Schools (hereinafter the "School District"), to add the following position to Appendix C(III):

Elementary Pop Warner Football

5%

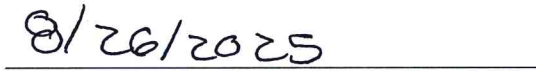
This agreement expires on June 30, 2026.



Carissa Reidel, BEA President



David Forrester, Superintendent



Date



Date