MASTER AGREEMENT

BETWEEN
BARAGA AREA SCHOOLS
BOARD OF EDUCATION

AND

BARAGA EDUCATION ASSOCIATION

2024-2027

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BARAGA AREA SCHOOLS/BARAGA EDUCATION ASSOCIATION AGREEMENT

This agreement is entered into the, fifteenth day of July, 2024 by and between the Baraga Area Schools, hereinafter called the "Board", and the Baraga Education Association, hereinafter called the "Association" or "BEA".

ARTICLE I
RECOGNITION

Pursuant to act 379, Public Acts of 1965, as amended, the Board hereby recognizes the Copper Country Education Association as the exclusive representative for collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of this Agreement for the professional certified personnel, including classroom teachers, guidance counselors, media specialists, and Schedule B personnel, but excluding adult education teachers, all certified and non-certified special programs personnel, part-time or supplemental staff such as teacher's aides, teacher's clerical aides, classroom AND noon-hour supervisors and substitutes, social workers, behavior specialists, administrators, third-party contractors, and all other employees.

ARTICLE II
BOARD RIGHTS

The Board, on its behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and/or the United States.

The Baraga Area School District is a general powers school district in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a.

A. Such rights shall include, by the way of illustration and not by way of limitation, the right to:
    1. Manage and control its business, its equipment, its operations, and to direct the working forces and affairs of the school district.
    2. Determine the number of personnel and scheduling of all the foregoing, but not in conflict with specific provisions of this Agreement.
    3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to layoff employees, but not in conflict with the specific provisions of this Agreement.
    4. Determine the services, supplies, and equipment necessary to continue its operations; and to determine all methods and means of distribution, dissemination and/or selling of its services, the methods, schedules, and standards of operation; and the means, methods, and processes of carrying on the work.

5. Adopt reasonable rules, policies, and regulations, but not in conflict with the specific provisions of this Agreement and then only to the extent such specific and expressed term hereof are in accordance with the Constitution and laws as amended by the State of Michigan and the Constitution and laws of the United States.
6. Determine the number and locations or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof.
7. Determine the qualifications of employees, including job descriptions and the essential job functions of employees pursuant to board policy.
8. Determine reasonable provisions for health, safety, and first aid of employees during hours of employment.
9. To establish grades and courses of instruction including special programs and to provide for athletic, recreational, and social events for students.

B. Nothing in this Agreement in any way shall prevent or limit the board from participating in cooperative educational programs with any entity so long as such participation does not displace bargaining unit work.

C. The exercise of these powers, rights, authorities, duties, and responsibilities by the Board shall be limited by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed term hereof are in accordance with the Constitution and laws as amended by the State of Michigan and the Constitution and laws of the United States. It is further understood that the above rights are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

ARTICLE III
TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board, as specified in Article I A, shall have the right freely to organize, join, and support, or not join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in their employment of any rights conferred by Act 379 or other laws of the State of Michigan and the United States of America. The Board agrees, that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment, activities of the Association or collective, professional negotiations with the Board, or his/her institution of any

grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The provisions of this Agreement and the wages and the wages terms, terms and conditions of employment shall be applied without unlawful discrimination with regard to race, religion, color, national origin, citizenship, political activity, age, sex, marital status of membership in or association with the activities of any employee organization.

C. Assaults and Property Loss/Damage-Any cases of assault upon a teacher will be promptly reported to the Superintendent, building principal, or designee. The Board will render all reasonable assistance to the teacher in connection with the handling of the incident so long as the teacher was performing their duties within the scope of Board policy and the activity was not occasioned by the misconduct or negligence of the teacher. The Board will not be obligated to provide legal defense in criminal proceedings.
The Board will reimburse teachers for any proven theft, malicious damage, destruction of clothing, or teacher's personal property while on duty in the school or on the school premises, provided that the teacher was performing their duties within the scope of Board policy and the activity was not occasioned by the misconduct or negligence of the teacher. The teacher must submit documentation to the Superintendent or designee demonstrating the value of the personal property. Such reimbursement shall be limited to the amount not reimbursed by any insurance the teacher may have up to $ 500.00.

ARTICLE IV
ASSOCIATION RIGHTS

A. The Association and its members shall be permitted to use school building facilities with the approval of administration provided they do not interfere with the normal school program. The President of the BEA shall submit a written request by 9:00 a.m. to the building principal in order to use the school facilities for a meeting that day. Bulletin boards and other established media of communication shall be made available to the Association and to its members.

B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.

ARTICLE V
PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. The salary schedule is based upon a normal academic year. For extra work the teacher shall be entitled to appropriate additional professional compensation. See Schedule B.

C. Whenever possible teachers involved in voluntary extra-curricular activities will be notified at the end of each school year of such involvement for the ensuing school year.

All positions regarding extra-curricular activities including, but not limited to coaching positions, are not tenure positions, and are yearly appointments. Such assignments will be made with due consideration given to the person who had the assignment the previous year. Such a decision is not subject to the Grievance Procedure. While appointment to and removal from extra-curricular activities is in the Employer's discretion (with or without cause), the Employer will, upon written request from the employee (within five (5) school days after notice of the intended action), advise the employee of the reasons for failure to appoint them to the desired position.

D. A teacher new to the system may be given credit on the salary scale for previous years of teaching experience in a public school, private school, or institute of higher education beyond a K-12 District. At the sole discretion of the Board, a new teacher may be granted additional experience on a year-to-year experience basis.

E. Additional credits earned before September 1 or February 1, will entitle the teacher to move on the salary schedule as soon as certified transcripts are received by the district as follows: If the transcript is received after September 1 or February 1, retroactive pay to those dates will be granted provided the credits were earned before September 1 or February 1, and this contract is in force.

F. Teachers in the Baraga Area Schools shall receive their contracted salary pay in twenty (26) equal payments to be made at fourteen (14) day intervals throughout the year.

ARTICLE VI
TEACHING HOURS

A. No teacher shall be required to check in earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning or afternoon. Teachers are expected to be in their classroom or in the hall in front of their classroom five (5) minutes before the final bell.

1. All teachers may leave at 3:30 p.m. However, teachers will remain for a sufficient period after the close of the pupils' school day to attend to the matters which require attention at the time including consultations with parents or students when scheduled directly with the teacher, except on Fridays or on days preceding holidays or vacations, the teachers' day may end at the close of the school day.
2. At Philip LaTendresse, the elementary school day shall begin at 8:25 a.m. and end at 3:21 p.m. The lunch hour shall be thirty-five (35) minutes.
3. The duration of the school day at the high school shall be 8:25 a.m. to 3:23 p.m. with a thirty (30) minute lunch period giving a length of 6 ½ hours. Unassigned time shall be considered as preparation time.
4. Each full-time teacher shall be scheduled at least five (5) periods per week of preparation time (prorated for part-time teachers). The normal full-time weekly teaching load for grades 6-12 shall be limited to thirty (30) student contact periods per week.

B. Teachers must notify their respective office staff when instruction is being conducted outside of their assigned classrooms, except during an emergency. If instruction is taking place off campus the teacher must have prior administrative approval.
C. Each teacher shall be entitled to a duty-free lunch period for the length of time equal to the regular lunch period of his/her students excluding the supervision time needed for seating of students at lunch tables. All teachers shall be entitled to a duty-free uninterrupted lunch period in no event less than thirty (30) minutes.
D. General staff meetings shall be called when necessary by the building administration. Teachers may request a staff meeting. The administrator will attempt to minimize these meetings. The building administration will coordinate these meeting times.
E. In-service training sessions shall be specified in the school calendar.
F. When an elementary teacher's entire class is being taught by a highly qualified teacher in the following areas: art, vocal music, physical education, world language, library, or any other class that is necessary for the District to use as a substitute class to provide elementary classroom preparation time, the regular classroom teacher shall be considered to be on preparation time during any of the above substitute classes. A minimum of three (3) elementary preparation periods will be covered by a combination of the subjects listed above. For elementary teachers, recess will be considered preparation time four days a week.
G. Each elementary special class period shall consist of not less than forty (40) minutes.
H. Parent-Teacher Conference and Exam Schedule:
   1. The first Thursday following the end of the first marking period will be a half-day session for elementary and high school students. Conferences will take place from 1:00 p.m. – 4:00 p.m. and 5:00 p.m. – 7:00 p.m.
   2. Following the end of the third marking period progress reports, there will be a half-day session for elementary and high school students. Conferences will take place from 1:00 p.m.- 3:00 p.m. and 4:00 p.m. - 7:00 p.m.
   3 The three (3) days of high school exams, will be half days for all students.

ARTICLE VII
TEACHING LOADS AND ASSIGNMENTS

A. Every reasonable effort will be made by the Board to achieve reduced class size. The recommended academic class size throughout the system shall be twenty-five (25) students. Any teacher who has a class size which exceeds the recommended class size by more than five (5) students may have this problem taken up by the Class Size Review Board.
   1. "Academic" as used herein shall mean all subjects of instruction except those which of necessity or by educationally accepted practice are normally taught or handled in larger class sizes, such as physical education or band.
   2. A Class Size Review Board shall be established and shall be made up of two (2) teachers appointed by the Association and one (1) principal. This Review Board shall be empowered to investigate complaints having to do with excessive class size and shall

make recommendations by unanimous decision for solutions to the Superintendent and Board of Education. The Superintendent and the Board shall at the earliest possible opportunity, but in any event within one (1) month, act upon these recommendations.

3. Recommendations of the Class Size Review Board and actions or inaction by the Board based upon such recommendations are not subject to the Grievance Procedure.

B. The administration shall make every effort to ensure that any classroom which has two (2) or more grade levels consist of at least five (5) fewer students than those in single-grade rooms, which have the same grade students as the mixed class.

C. The elementary recess schedule shall be determined by the principal and elementary staff, not to exceed thirty (30) minutes per day.

D. Teachers, when requested to substitute during their preparation period, shall have the option of being reimbursed at a rate of thirty-five ($ 35.00) for each period (or portion of a period) or earning one-seventh ($1/7^{th}$) hour compensatory time in the form of additional personnel leave per each period (or portion of a period) in which they substitute.

1. To qualify for an additional comp day a teacher must complete seven (7) such substitutions. Comp Time shall be granted in accordance with the criteria established in the Paid Leave Article of this Agreement.

2. Teachers shall not be arbitrarily prevented the opportunity to earn said Comp time; however, in the event a teacher electing Comp Time is unable to accrue seven/seven (7/7) time, the teacher shall instead be compensated at the rate in Paragraph D above.

3. The maximum number of comp days a teacher may earn for compensatory time during the school year shall be two (2) per semester.

4. If a qualified substitute is not otherwise available and if no teachers desire such assignment, available teachers with a preparation period at the necessary time may be assigned to such substitute duty provided such assignments will be rotated among such teachers on an equitable basis.

E. Special Education teachers will be granted one (1) day per marking period for record keeping purposes where the district will provide a substitute teacher. The teacher is expected to be in the building on this day.

ARTICLE VIII
TEACHING CONDITIONS

A. The parties recognize that optimum school facilities for both student and teachers are desirable to insure the high quality of education that is the goal of both teacher and the Board.

ARTICLE IX
PAID LEAVE

A. Each full-time teacher in the school district shall receive twelve (12) sick-leave days (prorated for part-time teachers) credited to their yearly account at the start of the school year. If starting after the start day of classes or leaving prior to the end of the scheduled

school year sick days will be prorated. All unused days from the yearly account will be credited to the teacher's cumulative account at the end of the school year, with the cumulative total not to exceed one hundred ninety-five (195) days. If a teacher has accumulated at least one hundred ninety-five (195) sick leave days at the end of the school year, teachers shall be compensated at a rate of fifty dollars ($50.00) per day for any unused sick days. Any teacher leaving their employment who has used such sick days in excess of their prorated allowance shall have such sick leave pay deducted from their final check.

B. When bargaining unit members are absent from their assignments, as set forth in Section A, such absence shall be a chargeable absence and shall be deducted from their accumulated leave days. Absences shall be chargeable by the hour.
   1. Absences for which sick leave may be used:
      a. Personal illness or injury (unless compensable by Workers' Compensation).
      b. Illness or injury of the teachers' spouse, parents, children, court appointed ward or other relative living with the teacher of which the teacher has a Medical Specific Power of Attorney for such relative necessitating the teacher's presence.
      c. Treatment of the teacher by a physician, dentist, or oculist, if the appointment cannot be scheduled during off-duty hours.
      d. Quarantine of the teacher.
      e. Personal emergency requiring the teacher's immediate presence to avoid serious loss of personal property (such as a household fire, flooding, etc.).
   2. Bereavement Leave: In the event of the death of a family member, a teacher shall be granted three (3) days of paid leave for bereavement. Upon prior approval of the Superintendent, a teacher may be granted an additional two (2) days for a total of five (5) days of paid leave for bereavement. Use of the additional two (2) days will be deducted from the teacher's accumulation of either sick leave or personal leave days. Sick leave may also be used for necessary travel time and attendance at funerals of others with prior approval of the Superintendent. The term "family member" includes: Parent, step parent, mother/father-in-law, grandparent, spouse, domestic partner, child, step child, grandchild, sibling, step-sibling, brother/sister-in-law.
   3. In absences of three (3) or more consecutive days, if the district becomes aware of the teacher abusing sick leave, or if the teacher displays a pattern of absenteeism, a physician's statement or other reasonable proof may be required by the Administration.
   4. Teachers shall be informed of a telephone number they must call before 7:30 a.m. to report unavailability to work. However, it is recognized as the professional responsibility of the teacher to call between 6:30 a.m. and 7:30 a.m. whenever possible. Once a teacher has reported unavailability, in the District absence reporting system in accordance with District policies, it shall be the responsibility of the administration to make every effort to arrange for a substitute teacher.
   5. Full-time teachers (prorated for part-time teachers)

a. Teachers who are in their first year of service to Baraga Area Schools shall be granted one (1) personal day.
b. Teachers who are in their second (2^{nd}) through eighth (8^{th}) years of service to Baraga Area Schools shall be granted two (2) personal days.
c. Teachers who are in their ninth(9^{th}) through twentieth (20^{th}) years of service to the Baraga Area Schools shall be granted three (3) personal days.
d. Teachers who are in their twenty-first (21^{st}) and beyond shall be granted four (4) personal days.

6. Personal days may be requested at any time provided that substitute teachers are available. To permit proper scheduling, the teachers must notify their immediate supervisor in writing at least two (2) weeks in advance of the requested leave. The administration may limit the number of teachers absent if competent subs are not available or if such personal days negatively impact District operations.
7. At the end of the school year, full-time teachers (prorated for part-time teachers) can request to be paid at a rate of seventy dollars ($70.00) per unused personal day. If requesting personal day pay, request must be made to the ***District Director of Business Operations*** by the last day of classes, otherwise days shall be added to their accumulated sick leave total. If no such request is made, the unused personal days shall be added to their accumulated sick leave total.
8. A combined total forty (40) days shall be available to the teaching staff to permit teachers to attend conferences in their major or minor field of study, or other teaching assignment. Use of such hours for conferences must be approved in advance by the administration. Teachers will be encouraged to attend such conferences for improvement of their teaching skills in the District.
9. When a teacher retires from the Baraga Area Schools at a time when they are eligible to receive immediate normal retirement benefits (whether or not they elect to receive such benefits at that time), they shall receive per diem pay for fifty-one percent (51%) of their unused sick leave days up to a maximum of eighty-five (85) days to be paid. To be eligible for this payout, the teacher must provide the District advance notice of their retirement at least ninety (90) days before their retirement effective date.
10. Teachers who are absent due to injury which is compensable under the Michigan Workers' Compensation laws may use their accumulated sick leave, on a proportional basis, to supplement the benefit received from workers' compensation, such that the amount of expendable income the teacher receives from workers' compensation and sick leave does not exceed the amount of expendable income the teacher would have received from their regular salary amount according to their placement on the salary schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the teacher from workers' compensation until the teacher is able to return to work, whichever happens first. Sick leave utilized for this purpose shall be deducted on a prorated basis. Should this supplemental payment be found to be subject to the coordination requirements of workers' compensation is reduced, the teacher shall not

be allowed the use of sick leave and shall receive only the workers' compensation benefit provided by the statute.

C. Disability due to pregnancy shall be treated in the same manner as any other disability.
D. Members of the bargaining unit called to jury duty or subpoenaed as a witness will be paid the difference between the fee they receive and their regular daily rate of pay.
E. The Association shall be able to assign it officers and members, Association Leave Days, with pay, up to a maximum combined total of ten (10) days per year. Additional days may be granted at the discretion of the Superintendent. Such leaves are to be used for Association business, attendance at MEA meetings and workshops and to serve as an appointed and elected MEA officer or committee member. Such leaves will be requested by the Association at least two (2) weeks in advance of the leave. The Association shall reimburse the District for the employee retirement contributions for Association release days in accordance with Section 71(6) of the Michigan Public School Employees Retirement Act, MCL 38.1371(6).

ARTICLE X
LEAVE OF ABSENCE

A. Subject to the limits provided below, (B-D) any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay and benefits for such time as is necessary for complete recovery from such illness. The teacher must produce a physician's note identifying the illness, injury, or condition necessitating the leave and the expected duration of the leave.
B. Military leave of absence up to four (4) years or the duration of one enlistment or period of induction, without pay, shall be granted to any teacher for military duty in any branch of the Armed Services of the United States.
C. An Association member may, upon written request and the approval of the Board, be granted a leave of absence without pay, not to exceed one (1) year, subject to renewal at discretion of the Board for:
    1. Maternity/child care leave
    2. Illness leave (physical or mental)
    3. Prolonged illness in the family
    4. Educational leave
    5. Work experience leave for any reason approved by the Board after completion of seven (7) years in the system
    6. Other
    7. Requests for extension must be submitted in writing thirty (30) days prior to the expiration of the leave.
D. In the event of new requirements by the State for valid certification of a teacher already employed by the school system, said teacher shall be granted an unpaid leave of absence if requested to fulfill the new requirements. This leave of absence shall only be granted if no other alternatives for obtaining the requirements are available and the requirements are

such that the teacher must comply with them to retain qualified under State regulations for the position filled.

E. Accrued paid leave days (sick and personal) must be exhausted prior to the granting of unpaid leave.

F. Applicable leaves of absence under this Agreement shall run concurrently with FMLA leave.

ARTICLE XI
GUIDELINES FOR SUPERVISING STUDENT TEACHERS

A. This policy for supervising student teachers is written on the premise that we, as administrators, and teachers will do all in our power to help prepare the finest teacher candidates possible.

1. All supervising teachers must be recommended by the building principal. This recommendation should be made to the Superintendent.
2. All supervising teachers must be tenured teachers; however, a minimum of three (3) years of teacher experience is recommended.
3. A supervising teacher shall have no more than one (1) student teacher per year. An exception to this policy can be made in cases where it is requested by the sponsoring university and approved by the supervising teacher.
4. Whenever it is in the best interest of the student teacher, the student teacher will be assigned to no more than two (2) supervising teachers. Clearance for this will be received from the sponsoring university.
5. There will be no more than three (3) supervising teachers at any one (1) time in the high school and three (3) in the elementary school. Any exceptions will be considered for approval by the building supervisor.
6. The first (1st) week the supervising teacher will do the majority of the teaching. The second (2nd) and third (3rd) weeks the supervising teacher will be present in the classroom.
7. After the first three (3) weeks the supervising teacher will be expected to spend the equivalent of at least one (1) hour daily in the classroom either teaching or observing the student teacher. Closer supervision is recommended in subject areas such as shop, physical education, chemistry, etc., where there is more danger of accidents.
8. The supervising teacher and student teacher shall meet weekly to discuss problems, teaching techniques, etc., which will benefit all concerned.
9. The supervising teacher will be allowed to observe other teachers occasionally, with the mutual consent of the teachers concerned.

ARTICLE XII
CURRICULUM

A. Teachers shall work collaboratively with the Administration to establish direct measures for student growth.
B. Each elementary teacher's class shall receive instruction in special subject (art, vocal, music, physical education) when programs are offered by the Board of Education.
C. The Board of Education realizes the importance of an elementary physical education program and will, if possible, employ a full-time elementary physical education teacher. If finances do not permit this, they will provide for an in-service training program for all elementary teachers.
D. The school library will be accessible every day for the same number of periods as are in the regular school day.
E. A committee of three (3) high school teachers and the high school principal will be appointed by the Superintendent to consider improvements relative to the high school schedule and curriculum. The same shall be done in the elementary school. The Superintendent shall give full consideration of staff members who express an interest in serving on the committee. Copies of tentative recommendations made by the curriculum committee shall be distributed to the teaching staff represented by said committee prior to it being submitted for Board action. The Board will take under advisement all mutual decisions of this committee as recommended by the teaching staff.

ARTICLE XIII
BUILDING CONDITIONS AND TEACHING EQUIPMENT

A. The Board recognizes that quality education entails much preparation on the part of the teachers outside of the regular school day. Therefore, the Board agrees to the following procedures so as to encourage teachers to make use of the school building after regular hours in order to further that end.
B. A teacher shall be provided with outside door access.

ARTICLE XIV
PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the administration recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to teachers involved with a student problem that she/he requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the administration will take appropriate steps to alleviate the situation as soon as possible.
B. Any case of assault upon a teacher or vandalism of his/her property shall be promptly

reported to the Board or its designated representative. The Board will render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities so long as the teacher acted within the scope of their job duties.

C. Any complaints by a parent of a student directed toward a teacher that could lead to discipline shall promptly be called to the teacher's attention.

D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils' property. To the extent permitted by the District's insurance policies then existing, the Board agrees to indemnify teachers against and hold them harmless from liability for school-related activities so long as the teacher exercised reasonable care in compliance with school board policies and regulations; the District insurance policy shall be considered as the primary policy covering bargaining unit members notwithstanding that such individual may have their own personal insurance.

ARTICLE XV
GRIEVANCE PROCEDURE

A. Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, relating to wages, hours, terms, or conditions of employment may file a written grievance with the Board or its designated representative.
   1. Termination of services or failure to employ any teacher to a position on the extra-curricular schedule may be appealed directly to Step 2 (the "Superintendent's level") of the Grievance Procedure with five (5) school days following receipt of reasons for such action as otherwise provided in this Agreement, but such appeal may not be processed beyond Step 3 (the Board's level) to Step 4 (Arbitration).

B. A written grievance as required herein shall contain the following:
   1. It shall be signed by the grievant or grievants.
   2. It shall be specific.
   3. It shall contain a synopsis of the facts giving rise to the alleged violation
   4. It shall cite the section or subsections of this contract alleged to have been violated.
   5. It shall contain the date of the alleged violation.
   6. It shall state the specific relief requested.

C. STEP 1: A teacher alleging a violation of the express provisions of this contract shall, within twenty (20) school days of its alleged occurrence, file a written grievance with their principal (or the Superintendent of schools where the grievance involves more than one school building). The teacher and their principal (or Superintendent), or designate shall give written signed depositions with ten (10) school days after their receipt of such grievance at Step 1.

STEP 2: If the grievance remains unresolved, it may, within five (5) school days after the grievant's receipt of the Step 1 answer, be appealed by the grievant and/or the Association's representative to the Superintendent. (if the grievance was submitted directly to the Superintendent at Step 1, appeal shall proceed directly to Step 3.) Within five (5) school days after the Superintendent's receipt of such appeal with Superintendent, or

designate, shall meet with the grievant and/or the Association's representative in an effort to resolve the grievance. The Superintendent, or designate, shall respond in writing within ten (10) school days after such meeting.

STEP 3: If the grievance is not resolved through Step 2,then either party may within ten (10) working days of the Union's receipt of the Step 2 decision, request the assistance of a Michigan Employee Relations Commission (MERC) mediator. Such mediation will commence as soon as possible. The parties may agree to waive mediation. If mediation results in satisfactory resolution of the grievance, then the parties shall reduce it to writing.

STEP 4:

1.If the grievance remains unresolved, the Association may, within ten (10) school days after the conclusion of the Step 3 mediation, notify the Board in writing of its intent to pursue the grievance to arbitration. Within five (5) school days following the Boards receipt of such appeal, the parties shall attempt to agree upon an arbitrator. If the parties cannot agree upon an arbitrator, the grievance may, with ten (10) school days after such appeal, be submitted to the American Arbitration Association in accordance with its rules and procedures for appointment of an impartial arbitrator.

2. The arbitrator shall have the authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of the grievance, but shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement. Subject to the limitations herein specified, the decision of the arbitrator shall be final and binding.

3. Powers of the arbitrator are subject to the following limitations:
    a. He/she shall have no power to establish salary scales or to change any salary scales.
    b. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgement for that of the Board as to the reasonableness of any such practice, policy, rule or an action taken by the Board.
    c. He/she shall have no power to decide any question, which, under this Agreement is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
    d. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
    e. He/she shall not have the power to interpret state or federal law nor rule upon any matter, that is prohibited subject of bargaining under Michigan law.
4. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall make his/her ruling thereon prior to hearing testimony concerning the merits of the grievance.
5. Any back-pay award shall recognize the duty to reasonably mitigate damages.
6. Notwithstanding the fact that the AAA National Rules for the Resolution of Employment Disputes may have a different arrangement for payment of the arbitrator's fee and costs, the parties expressly state their intent that arbitrator's fee

and costs imposed by the American Arbitration Association shall be shared equally by the Board and Association, the costs of any arbitration under this Article shall be shared equally (50-50) by the Board and Association.

7. Notwithstanding the above grievance procedure steps, the grievance shall be submitted in writing directly to Step 2 if the decision upon which the grievance is based was made by the Superintendent, the Board, or any of its committees.
8. As used in this Article, school days shall mean days on which school is in session during the normal school year and work days during the summer (from the last day of school until school reopens); work days shall mean Monday through Friday excluding holidays recognized by the Board; calendar days shall mean Monday through Sunday during the entire calendar year. Any time limits may be extended by mutual agreement, confirmed in writing.
9. The Board agrees not to negotiate with or recognize any organization other than the Association with respect to the bargaining unit covered by this Agreement. This will not prevent an individual teacher from presenting a grievance and having it corrected provided that the correction is not in violation of any terms and conditions of this Agreement. A representative of the Association may be present at such meeting if the teacher desires.

ARTICLE XVI
MISCELLANEOUS

A. Information deemed pertinent by the administration concerning educational conferences received by the administration shall be circulated to all teachers in the appropriate buildings.

B. The Board agrees to furnish one (1) copy of the ratified Master Agreement (salary schedule, calendars, etc.) to the BEA within ten (10) days of mutual ratification of the Agreement.

C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms unless such rules, regulations and practices are enacted by the District to become in compliance with State and Federal Laws that pertain to the operation of the District. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. 1. This agreement, including attachments, constitutes the entire agreement between the parties during its term.
   2. This Agreement may be modified at any time by written agreement of the Board and the Association. Such amendment, unless otherwise specified, will become a part of this Agreement without modifying or changing any of its terms. Any agreement reached between the Board and the Association is binding on all bargaining unit members affected and cannot be changed by any individual.

E. If any provision of this Agreement or any applications of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. "An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq., may reject, modify, terminate this Agreement as provided in the Act.

ARTICLE XVII
PAYROLL DEDUCTIONS

A. The employee may authorize the District to make payroll deductions for mutually-agreed upon employee requested "payroll deductions" not prohibited by state law for school districts to perform. The District shall not process monies for Political Action Committee donations.

ARTICLE XVIII
NO-STRIKE CLAUSE

A. The Association and the Board recognizes that strikes and other forms of work stoppages by the teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore, agrees that during the term of this Agreement, it officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone any strike action.

ARTICLE XIX
SENIORITY

A. Seniority shall be defined as the length of service in the Baraga Area School District measured by total service in the bargaining unit when under regular contract and does not include periods of leave. Relative seniority of teachers is determined by: (1) years of continuous service (prorated for part-time teachers); (2) if years of service are equal hours over the degree; (3) if still equal, a credit for previous experience, and (4) if still equal, a random drawing. A seniority list shall be agreed upon and provided annually by the Board of Education to the president of the Association.

   1. No later than November 30 of any school year, the Board shall develop an accurate seniority list based on the District's employees, including both active employees and employees on full or partial layoff, according to their length of service in the District. Such list shall also state the assignments, presently held by the employees and the areas in which the employee is certified or licensed.

2. A seniority list shall be posted in each building. A copy of such list shall be provided to the Association. Within ten (10) working days of such posting, any employee disputing the accuracy of the list shall notify the Superintendent's office and the Association in writing. If no written notice is given, the accuracy of the list shall be deemed correct.
3. An assignment which starts after the first day of school shall count as a fractional year of service.
4. All part-time employees shall accrue seniority on a prorated basis.
5. Seniority shall not accrue or be lost during an approved leave of absence, but shall be frozen, except for military leaves which will accrue seniority up to two years.

ARTICLE XX
INSURANCE PROTECTION

A. The Board will limit its expenditures for employee "Medical Benefit Plans" to be in compliance with Public Act 152 of 2011, the (Publicly Fund Health Insurance Act). The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, Vision, Life and Long-Term Disability benefits are still subject to this collective bargaining agreement.

For the 2024 and 2025 medical benefits plan coverage year, employees shall have the following MESSA medical plans available in MESSA Package:

A. Package 1: Choices $500/$1,000, $20/$25/$50 office visit, Saver Rx 0% coinsurance

B. Package 2: Choices $1,000/$2,000, $20/$25/$50 office visit, Saver Rx 0% coinsurance

C. Package 3: ABC Plan 1 $ 1,400/$2,800, ABC RX 0% coinsurance

D. Package 4: ABC Plan 2 $2,000/$4,000, ABC RX 20% coinsurance

E. Package 5: Balance+ $1600/$3200, $0, $0 office visit/$0 Balance + Rx 20% coinsurance

In the event an employee elects a negotiated medical plan in which the premium is below the district's agreed to maximum level of premium contribution, the employee is entitled to compensation equal to the difference between the employer's maximum contribution and the

premium of the plan they elected. By the first pay period of the calendar year, the employee will receive a lump sum payment deposited into the Health Savings Account (HSA).

The Board agrees to provide premium payments in accordance with Public Act 152 of 2011; Section 3, as described below for an employee "Medical Benefit Plan" for a coverage year of twelve (12) months (January 1, 2025 through December 31, 2025) and for a coverage year of twelve (12) months (January 1, 2026 through December 31, 2026), and for a coverage year of twelve (12) months (January 1, 2027 through December 31, 2027) provided the individual is employed full-time, employees less than full-time will be prorated accordingly. For employees who work less than the applicable positions work year due to being hired after the contracted year or who resign, retire or are terminated before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly.

The employer shall pay the following annual amounts towards the total cost of the MESSA Medical plan available to members inclusive of medical premium and "Health Equity" (HEQ), Health Savings Account (HSA) funding described below for each medical benefit plan coverage year.

2024 Calendar Year, January 1, 2024 to December 31, 2024

$ 7,702.85 times the number of Single Subscribers.	($641.90 monthly)
$16,109.06 times the number of two (2) person Subscribers	($1,342.42 monthly)
$21,007.83 times the number of Family Subscribers	($1,750.65 monthly)

2025 Calendar Year, January 1, 2025 to December 31, 2025

$ 7,718.26 times the number of Single Subscribers.	($643.19 monthly)
$16,141.28 times the number of two (2) person Subscribers	($1,345.11 monthly)
$21,049.8 times the number of Family Subscribers	($1,754.5 monthly)

For the 2026 and 2027 calendar years, the cap dollar contribution amounts will be increased to the maximum amount allowed by the state hard caps. If no hard caps exist, increase the dollar contribution amounts by the percentage increase in insurance cost from the previous year, up to 3%.

The board will pay its premium contribution monthly for active employees under contract.

These annual employers paid amounts shall adjust at the beginning of each medical benefit Plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

The Board will pay its premium contribution monthly for active employees under contract.

Employees who enroll in a MESSA ABC Plan: shall have the option to elect some of the employer cap contribution into their Health Equity HSA (HEQ HSA). The amount elected for this shall be determined by the employee each year and the employer contribution shall be made on January 1 of that school year.

The remainder of that total annual employer Hard Cap contribution shall be paid towards the cost of the MESSA Medical Plan Premium. The remaining annual cost for the employee's elected medical plan premium shall be paid by the employee.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1 or MESSA ABC Plan 2, the deductible will automatically adjust to meet the federal minimum requirement.

The Board will prefund the "HSA" fee in an installment plan approved by the provider and the law and employees will reimburse the employer via a Payroll deduction. Note: If an employee who is ill or injured has used up their entire District advanced "HSA" pre-funding the District will advance the remaining pre-funding of the "HSA" under the same reimbursement plan.

Employees who enroll in Choices medical plan: shall have all of the employer Hard Cap Contribution paid towards the MESSA Medical Plan Premium from January 1 to December 31st.

Any portion of the actual applicable plans annual (Coverage Year) premium cost not covered by the Board paid "Medical Benefit Plan" annual coverage year maximum premiums (Packages 1-4) shall be paid by the employee via payroll deductions.

Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the "Medical Benefit Plan".

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Non-Medical Benefit Plan-(Packages 1-4) for 2024-25, 2025-2026 and 2026-27

Dental:

Class I:	100%	Life Insurance:	$30,000
Class II:	90%	AD & D Coverage:	$30,000
Class III:	90%		

Annual Max: $3,000

Class IV: 90%

Lifetime Max: $3,000

Riders: Two (2) Cleanings

Vision: VSP 3 Plus

The Board is accordance with the above paragraphs shall provide premium contribution payments as described below toward an employee "Non-Medical Benefit Plan"

(Packages 1-4) for 2024-25 and 2025-25 and 2026-2027 Contract Years:

Family Plan: 100% of the total costs monthly premium

Two Person Plan: 100% of the total cost monthly premium

Single Subscriber Rate: 100% of the total cost monthly premium

Employees' not electing health insurance Packages 1-4 will also receive the below Benefit.

Package B: For Employees who qualify for the "Medical Benefit Plan" Package 1-4 and Do not elect to receive the "Medical Benefit Plan":

The Board agrees to provide a (Non-Medical Benefit Plan) for (Package B) as negotiated and listed below and monthly premium payments from January 1, 2025 through December 31, 2025 as described below for thirty-six (36) months provided the individual is employed full-time, employees less than full-time will be prorated accordingly. For employees who work less than the applicable positions work year due to being hired after the contract year or who resign or retire before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly.

Eligible employees not electing the "Medical Benefit Plan" cited above shall be eligible for a Board paid subsidy for 2024-25, 2025-2026 and 2026-27 Contract Years in the amount of:

Single Eligible: Five-hundred ($500.00) per month which equates to $ 6,000 per year.

Two-Person Eligible: Six-hundred twenty-five ($625.00) per month which equates to

$ 7,500 per year.

Family Eligible: Seven-hundred ninety-one and .67/100 ($791.67) per month which equates to $ 9,500 per year.

This Board paid subsidy will be paid monthly (second pay of the month).

B. Insurance benefits are provided through a cafeteria plan.

1. If the Board desires to change any of the above provided insurance coverage or carriers, it will so notify the Association and request a special conference to explain the differences between the existing insurance program and the new program. The parties will attempt to reach agreement upon conversion to the new program. If agreement is not reached, the current coverage and carrier will continue.

2. Except as otherwise specifically provided, the Board's obligation for payment of insurance premiums shall continue with respect to bargaining unit members only while they are active employees with earnings from the Board for hours actually worked; such obligation shall terminate when they retire, quit, are discharged, are laid off, are on leave, or for any other reason active employment is terminated with the Board. The Board will, however, continue to pay the premiums necessary for an eligible full-time (prorated for part-time) employee's insurance coverage during paid leaves, holiday and, for contract teachers employed during the school year who have completed their full contractual obligation for teaching such school year, continuing through the summer break from the last day of school to the following August 31.

3. The sole obligation of the Board for insurance coverage is payment of insurance premiums; by payment of such premiums the Board is relieved of any further liability with respect to insurance benefits of any further liability with respect to insurance benefits or coverage. If the Board disputes the obligation to pay premiums for any employee, the employee must arrange for continued coverage (through the Board's policy, if available), the sole remedy against the Board for failure to pay insurance premiums being reimbursement of premiums to the appropriate party. Employees have the responsibility for making necessary arrangements for continuance of insurance coverage at their own expense, by payroll deduction, if available, during any period when the Board does not have the obligation to pay the full premium. This section shall not be interpreted to deny any employee's rights as provided for under COBRA.

4. In the event of any legal action brought against the Association or its agents in a court or administrative agency because its compliance with this Article, the Board agrees to defend such action at its own expense and through its own counsel. The Board agrees that in any action so defended, it will indemnify and hold harmless the Association and its agents from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Association's compliance with this Article.

C. The above-named benefits are subject to the underwriting rules and regulations as set forth by the carrier.

ARTICLE XXI
SHARED PROGRAMMING

A. A shared program is defined as a class or program by the school district which involves staff and/or students giving or receiving instruction in conjunction with staff and/or students of another school district.
B. "Host School" will be the school district in which a specific program class is being offered.
C. "Itinerant District" will be the school district whose students are being transported to enable them to participate in a shared program class.
D. The parties mutually agree that the purpose of the shared program shall be to provide quality cooperative academic programming in order to be able to enhance the educational opportunities for students by providing class offerings mutually agreed to through existing curriculum change procedures.
E. Class size shall be based upon the appropriate number of students and stations available for the specific learning activity. Total class size including students from the host district and those from the itinerant district(s) shall be mutually agree upon prior to students enrolling in the classes.
F. Prerequisites in the host district for student enrollment in a class shall also be a prerequisite for student enrolling in the class from the itinerant district.

ARTICLE XXII
DURATION OF AGREEMENT

All new provisions of this Agreement shall be effective as of July Fifteenth, 2024 and shall continue in effect for approximately three (3) years until the 30th day of June, 2027. This Agreement shall not be extended orally, and it is expressly understood that is shall expire on the date indicated.

The terms of such collective bargaining agreement between the parties are incorporated herein and by accepting and signing this "Master Agreement-Execution of Instrument-Signature Enactment Clause" in this contract below, the parties agree to be bound by all such terms for the duration of this Agreement.

This Agreement will become enacted and implemented in full effect on the date of ratification by both parties. Ratification will be recognized by the last person to sign and date the Master Agreement. The Master Agreement will then take effect on the date of the last signature of the last party below.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their signatures on the day and year below written.

"Master Agreement-Execution of Instrument-Signature Execution Clause"

BARAGA AREA SCHOOLS BOARD OF EDUCATION

Signed by: Joanne L Danielson Date: 7/15/24

Signed by: [signature] Date: 7-15-24

BARAGA EDUCATION ASSOCIATION

Signed by : Lisa Wilson Date: 7-15-24

Signed by: [signature] Date: 7-15-24

SCHEDULE A
2024-2025

Step	BA/BS	MA	MA+30
1	$ 41,808	$ 43,279	$ 45,380
2	$ 44,769	$ 46,977	$ 49,250
3	$ 46,426	$ 48,634	$ 50,842
4	$ 48,082	$ 50,290	$ 52,497
5	$ 49,736	$ 51,946	$ 54,154
6	$ 51,394	$ 53,603	$ 55,811
7	$ 53,049	$ 55,257	$ 57,467
8	$ 54,706	$ 56,914	$ 59,122
9	$ 56,362	$ 58,569	$ 60,779
10	$ 58,019	$ 60,226	$ 62,434
11	$ 59,674	$ 61,882	$ 64,090
12	$ 61,331	$ 63,538	$ 65,746
13	$ 62,986	$ 65,195	$ 67,404
14	$ 64,644	$ 66,852	$ 69,059
15	$ 66,299	$ 68,507	$ 70,715
16	$ 70,263	$ 73,378	$ 75,391

SCHEDULE A
2025-2026

Step	BA/BS	MA	MA+30
1	$ 42,853	$ 44,361	$ 46,514
2	$ 45,888	$ 48,152	$ 50,481
3	$ 47,587	$ 49,849	$ 52,113
4	$ 49,284	$ 51,547	$ 53,810
5	$ 50,980	$ 53,244	$ 55,508
6	$ 52,679	$ 54,943	$ 57,207
7	$ 54,375	$ 56,639	$ 58,903
8	$ 56,073	$ 58,337	$ 60,600
9	$ 57,771	$ 60,034	$ 62,298
10	$ 59,469	$ 61,732	$ 63,995
11	$ 61,166	$ 63,429	$ 65,692
12	$ 62,864	$ 65,126	$ 67,390
13	$ 64,561	$ 66,825	$ 69,089
14	$ 66,260	$ 68,523	$ 70,786
15	$ 67,956	$ 70,220	$ 72,482
16	$ 72,019	$ 75,212	$ 77,276

- **Enrollment Language:**
  If Foundational Revenue (Blended student enrollment multiplied by the state pupil foundation received in 2025-26 is $80,000 greater than foundational revenue received in 2024-25), then 40% of the additional revenue will be divided over the total number of teachers as of December 15, 2025 and that amount will be added to each step of the Schedule A Salary Schedule. This will be calculated in January 2026 and the corresponding increase to each employee retroactive to the beginning of the school year will be spread over the remaining pays of the school year. The 2025-26 salary schedule will be updated to reflect the additional percentage.

For example:

- Ø 2024/25 Blended student count of 340 x $9848 Foundation Allowance = $3,348,320
- Ø 2023/24 Blended student count of 340 x $9608 Foundation Allowance = $3,266,720
- Ø Difference is $81,600
- Ø 40% of additional revenue is $32,640.
- Ø Divided by 31 teachers is $1,052.
- Ø Add this amount to each step on the scale.

SCHEDULE A
2026-2027

Step	BA/BS	MA	MA+30
1	$ 43,924	$ 45,470	$ 47,677
2	$ 47,035	$ 49,355	$ 51,743
3	$ 48,777	$ 51,096	$ 53,416
4	$ 50,516	$ 52,836	$ 55,155
5	$ 52,254	$ 54,575	$ 56,895
6	$ 53,996	$ 56,317	$ 58,637
7	$ 55,735	$ 58,055	$ 60,376
8	$ 57,475	$ 59,795	$ 62,115
9	$ 59,215	$ 61,534	$ 63,856
10	$ 60,956	$ 63,275	$ 65,595
11	$ 62,695	$ 65,015	$ 67,334
12	$ 64,435	$ 66,754	$ 69,075
13	$ 66,175	$ 68,496	$ 70,816
14	$ 67,916	$ 70,236	$ 72,555
15	$ 69,655	$ 71,975	$ 74,294
16	$ 73,820	$ 77,093	$ 79,208

GRADUATE HOURS BEYOND MASTERS DEGREE

Prior to taking graduate hours which are intended for advancement on the salary schedule, it is suggested the teacher and their principal and/or Superintendent meet to discuss the course work contemplated. Graduate hours earned after completion of their Masters degree, that are reasonably related to the teacher's professional development in their teaching field (excluding administration) and hours specifically approved by the Administration in writing as meeting a particular need of the District, will be credited.
"Quarter" hours will be converted to "semester" hours by dividing by three (3) and multiplying by two (2). Such hours must be satisfactorily completed (grade C or better) from an accredited graduate school.

BA/BS CONTINUING CERTIFICATE

An employee who completes the necessary hours to be eligible for state certification which qualifies him/her for a BA/BS Permanent Certificate shall be paid at the BA/BS Permanent level of the salary schedule.

LONGEVITY PAY

Step 1: After ten (10) years of service in the Baraga Area School District, each teacher shall earn longevity pay at the rate of 4.75% of the base rate.

MASTER TEACHER LEVEL PAYMENTS

In order to qualify for *Master Teacher Payment* on Step 2, 3 and 4 of this Schedule, a teacher must earn four (4) college credits or five (5) years of service of Schedule B. A combination credits and years may be used. These requirements must be satisfied for a teacher to move form Step 1 to another Step. Once a teacher qualifies for a higher Step, she/he cannot be returned to a lower Step.
Step 2: After sixteen (16) years of service in the Baraga Area School District, teachers qualifying for *Master Teacher Payment* will earn an additional 2% of the base rate.
Step 3: After twenty-two (22) years of service in the Baraga Area School District, teachers qualifying for *Master Teacher Payment* will earn an additional 4% of the base rate.
Step 4: After twenty-eight (28) years of service in Baraga Area School District, teachers qualifying for *Master Teacher Payment* will earn an additional 6% of the base rate.

Schedule B

College Credits Calculation	Service Credit Calculation
4/6x4=16/6=8/3=2 2/3	4/6x5=20/6=10/3=3 1/3

For this teacher to be eligible for Step 3 Schedule B benefits, she/he must earn 2 2/3 college credits or 3 1/3 service years and at least four (4) more years of service in the Baraga Area Schools

SCHEDULE "B"

I. Coaches

Salaries based on weeks of service, and intensity of age and sport, and expectation in off season. Schedule B positions are yearly appointments and not tenured positions. If any coaching or working activity cannot be completed for any reason, the salary or pay will be prorated.

Combined Boys and Girls Varsity and Junior High Cross-Country	$ 2,896 for season
Varsity Volleyball (plus $500 each week when advancing after a District final until eliminated $1,000 max)	$ 6,000 for season
Junior Varsity Volleyball	$3,800 for season
Junior High Volleyball (Each Coach-7th & 8th Grade or Combined)	$ 500 for season
Girls Varsity Basketball (plus $ 500 each week when advancing after a district final until eliminated $1,000 max)	$6,000 for season
Girls Junior Varsity Basketball	$3,800 for season
Girls Junior High Basketball	$1,000 for season
Boys Varsity Basketball (plus $500 each week when advancing after a district final until eliminated $1,000 max)	$6,000 for season
Boys Junior Varsity Basketball	$3,800 for season
Boys Junior High Basketball (Each Coach-7th & 8th Grade or Combined)	$1,000 for season
Combined Boys and Girls Varsity Track (plus $100 per athlete (relay teams count as one) that qualifies and participate in the UP Finals) with a maximum of $500	$3,500 for season
Combined Boys and Girls Assistant Track (If over 25 students participating)	$1,700 for season

Combined Boys and Girls Junior High Track	$1,000 for season
Combined Boys and Girls Golf	$1,700 for season
Softball Varsity Coach	$2,896 for season
Strength Conditioning Coach For any six week session	$ 600 for season

II. Game Workers

Volleyball Games

Scorer (Book)	$35 per night up to two (2) games (each extra game added is $17.50)
Timer (Clock)	$25 per night up to two (2) games (each extra game added is $12.50)
Ticket Seller	$25 per night up to two (2) games (each extra game added is $12.50

Basketball Games

Scorer (Book)	$35 per night up to two (2) games (each extra game added is $17.50)
Timer (Clock)	$35 per night up to two (2) games (each extra game added is $17.50)
Ticket Seller	$25 per night up to two (2) games (each extra game added is $12.50)

III. **Student Activities**

(Percent of BA Base Rounded to nearest half dollar)

Class Advisor 6th-10th Grade	2.0%
Class Advisor 11th-12th Grade	3.5%
Chaperones-Day (chaperone duties outside of school hours)	.145%
Chaperones-Evening (working school sponsored evening events (non athletics) Ex. Stem, literacy, concert)	.1%
Yearbook High School	4.9%
Yearbook Elementary	2.5%

Drivers Education	.083%/hour
Camp Nesbit Leads (with pre-approval from principal of each person attending)	2.0%/person
National Honor Society	2.0%
High School Student Council	2.8%
Band (10 games, 1 parade, 2 concerts)	3.0%
Elementary Student Council	1.4%
Art (five (5) shows)	1.5%
Esports	2.8%
Noon Supervisor Elementary-responsible for lunchroom supervision and also go out for recess. MS/HS monitors the lunchroom and the areas allowed during the lunch (big gym, hallway, etc.)	$ 35/hour
Any new Board approved clubs	1.5%
Grade 6th-12th Virtual Coordinator	2.8%
School Play Director	4.0%
High School Bowl	1.5%
SADD	1.4%
Local History Smackdown	1.5%
Mentor Teacher	1%
Elementary Online Curriculum Support Coordinator Reading (Prepare and maintain all students for online curriculum)	1%
Elementary Online Curriculum Support Coordinator Math (Prepare and maintain all students for Online curriculum)	1%

MTSS Team Members will be paid $30.00/hour per teacher for all summer meetings called by the principal, superintendent, or approved by the superintendent.

School Improvement $30.00 per hour per teacher for all meetings called by Principal or an approved by Principal paid last check in June if teacher completed their defined responsibility by June 15

APPENDIX A

The Board also agrees to provide to the Association President any School Board meeting (including committee meetings) posting complete with the proposed agenda.

APPENDIX B

Decisions about placement, layoff/recall, and evaluation of a "teacher" under Revised School Code Section 1249, or who is assigned to students in any grades K to 12 as a teacher of record ("Classroom Teacher") will be made as stated below. The parties agree that the procedures established in this Appendix constitute clear and transparent procedures as required under Revised School Code Section 1248.

1. Placement of Classroom Teachers. 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:
   A. Staffing the curriculum with the most effective and qualified Classroom Teachers to instruct the applicable courses, grades, and school schedule.
   B. 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 Rules for Special Education Programs and Services, and other applicable statutes and regulations.
   C. Classroom Teacher placement decisions must be made based on effectiveness criteria established in Revised School Code Section 1249.
   D. 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:
      i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
      ii. Credentials needed for District, school, or program accreditation;
      iii. 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;
      iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
      v. Disciplinary record, if any;
      vi. Length of service in a grade level(s) or subject area(s);
      vii. Recency of relevant and comparable Classroom Teaching assignments;
      viii. Previous effectiveness ratings;
      ix. Attendance and punctuality;
      x. Rapport with colleagues, parents, and students;
      xi. Ability to withstand the strain of teaching;
      xii. Compliance with state and federal law; or
      xiii. Other non-arbitrary or capricious reasons.

E. Length of service may be considered as a tiebreaker if a Classroom Teacher placement decision involves 2 or more Classroom Teachers and all other factors distinguishing those Classroom Teachers from each other are equal.

F. If a Classroom Teacher petitions for nullification of the teaching certificate or any endorsement, the Classroom Teacher must promptly provide written notice of that petition to the Superintendent's office.

G. The Superintendent or designee has discretion to involuntarily transfer a Classroom Teacher into a position for which they are certified or qualified for a reason that is not arbitrary or capricious.

H. The following Classroom Teachers are not eligible for change of placement to a new position upon the Classroom Teacher's request or to fill a vacancy, unless the Superintendent or designee determines that the change of placement is in the best interest of the District: (1) Classroom Teachers placed on an individualized development plan in the 24 months before the change of placement or voluntary transfer request; (2) Classroom Teachers rated minimally effective, ineffective, developing, or needing support in their last three evaluations; (3) the Classroom Teacher's credentials, including endorsement or teaching certificate, or training is needed to fill a position that the District cannot otherwise fill; or (4) the Classroom Teacher has requested and received a change of placement or voluntary transfer in the previous five (5) school years.

2. Layoff/Recall of Classroom Teachers.

A. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of Classroom 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. Decisions about the reduction and recall of Classroom Teachers will be guided by the following criteria:

i. 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.

ii. 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.

iii. 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.

iv. If a Classroom Teacher petitions for nullification of the teaching certificate or any endorsement, the Classroom Teacher must promptly provide written notice of that petition to the Superintendent's office.

D. 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:

i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

ii. Credentials needed for District, school, or program accreditation;

iii. 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;

iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

v. Disciplinary record, if any;

vi. Length of service in a grade level(s) or subject area(s);

vii. Recency of relevant and comparable Classroom Teaching assignments;

viii. Previous effectiveness ratings;

ix. Attendance and punctuality;

x. Rapport with colleagues, parents, and students;

xi. Ability to withstand the strain of teaching;

xii. Compliance with state and federal law; or

xiii. Other non-arbitrary or capricious reasons.

E. Classroom Teachers must provide the District with current information and documentation supporting the Classroom Teacher's certification and qualifications.

i. 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.

ii. A laid off Classroom Teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.

iii. Failure to maintain current contact information may negatively affect the Classroom Teacher's recall.

F. Classroom Teacher reductions and recalls are by formal Board action.

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:

i. If one (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 Classroom Teacher(s) for reduction in force will be based on the factors set forth in this Appendix.

ii. 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.

iii. When a Classroom Teaching position is identified for reduction and there

1. 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 Classroom Teacher's most recent year-end performance evaluation, that Classroom Teacher may be assigned to the vacant position consistent with this Appendix.

iv. If more than one (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.

v. If the reduction or recall decision involves more than one (1) Classroom Teacher and all other factors distinguishing those Classroom Teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the Classroom Teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.

vi. 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

i. A Classroom Teacher is eligible for recall under this Appendix for 12 months from the date the District implemented the reduction in force.

ii. The Superintendent will first identify the academic level(s) or department(s) where a Classroom Teaching vacancy exists.

iii. Before or in lieu of initiating the recall of a laid-off Classroom Teacher, the Superintendent may reassign Classroom Teachers to fill vacancies in accordance with this Appendix.

iv. After or in lieu of any reassignment of existing Classroom Teaching staff, the Superintendent may take either of the following actions to fill a vacancy:

a). 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 one (1) laid-off Classroom Teacher is certified and qualified for recall to a vacant Classroom Teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix; or

b). Post the vacancy and consider all applicants if the Superintendent determines that the District's educational interests would be served and no Classroom Teacher on layoff meets the certification and qualification requirements of the position.

v. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled Classroom Teachers and will establish the time within which a Classroom Teacher must accept recall to preserve the Classroom Teacher's employment rights.

vi. A laid-off Classroom Teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.

vii. A laid-off Classroom Teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

3. Evaluation of Classroom Teachers. 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:
   A. a year-end evaluation process that meets statutory standards;
   B. an evaluation tool that incorporates components required by law, including:
      i. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and
      ii. the Classroom Teacher's performance.
   C. an individualized development plan ("IDP") with performance goals developed by the evaluator in consultation with the Classroom Teacher and recommended training, coaching, professional development or resources designed to improve the Classroom Teacher's effectiveness for:
      i. all probationary Classroom Teachers;
      ii. Classroom Teachers rated developing, needs support; or
      iii. at the evaluator's discretion when performance deficiencies are noted.
   D. classroom observations of at least 15 minutes each (every effort will be made to observe the entire lesson) which include, at a minimum, a review of the Classroom Teacher's lesson plan, the state curriculum standard used in the lesson, and student engagement, with appropriate written feedback and a post-observation meeting between the Classroom Teacher and the school administrator conducting the observation to discuss those items;
   E. a mid-year progress report, if required by law, which aligns with the Classroom Teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator;
   F. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
   G. tenured Classroom Teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated biennially, but if the Classroom Teacher is not rated as effective on one of the biennial year-end evaluations, the Classroom Teacher must receive year-end evaluations. If a Classroom Teacher on the biennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the Classroom Teacher to annual evaluations;
   H. a mentor for Classroom Teachers rated developing or needing support or for Classroom Teachers as required by law;
   I. 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;
   J. a tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;
   K. website posting of required information for the evaluation tool;
   L. training on the evaluation tool for Classroom Teachers and evaluators as required by

law.

M. If a tenured Classroom Teacher is rated ineffective or needing support 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.

N. If a Classroom Teacher receives an unevaluated rating, the Classroom Teacher's rating from the school year immediately before the designation must be used.

O. By September 1, 2024, the Parties will negotiate and reach consensus about one(1) the evaluation tool used for the 2024-25 school year which amounts to 80% of the evaluation and (2) how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. If a consensus is not reached by September 1, 2024, the District will follow its established Board policies until the parties reach an agreement.

P. A probationary Classroom Teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating.

4. Grievance Procedure. An alleged violation of this Appendix is not subject to arbitration in the grievance process. An Arbitrator, however, has jurisdiction to consider a grievance filed under the Article XV grievance process by a tenured Classroom Teacher with two (2) consecutive ratings of "needing support."

APPENDIX C
LETTER OF UNDERSTANDING CONCERNING SICK LEAVE BANK
(2024-2027 CONTRACT)

Both parties agree to developing a letter of understanding for the creation of a sick leave bank should the need arise for the duration of this agreement.

SCHOOL CALENDAR NOTICE:

The Baraga Area Schools 2024-2025 School Calendar is attached.

The Baraga Area Schools 2025-2026 and 2026-2027 School Calendar will be developed by a Calendar Committee. Any State mandated Increase in Student Contact Time in hours and/or days necessary to receive full State Aid in 2025-2026 will be added in the 2026-2027 School Year Calendar.