LABOR AGREEMENT

July 1, 2025 – June 30, 2028

Between

BENTON HARBOR AREA SCHOOLS

And

BENTON HARBOR EDUCATION ASSOCIATION/MEA/NEA

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AGREEMENT

THIS AGREEMENT entered into this August 28, 2025, by and between the BENTON HARBOR AREA SCHOOLS, BERRIEN COUNTY, MICHIGAN hereinafter referred to as the "Board" and the BERRIEN COUNTY EDUCATION ASSOCIATION/MEA/NEA and its local affiliate, the BENTON HARBOR EDUCATION ASSOCIATION/MEA/NEA, hereinafter referred to as the "Association."

WITNESSETH:

The general purposes of this Agreement are to set forth the salaries, hours and all other terms and conditions of employment, which shall prevail for the duration of this Agreement and to promote orderly and peaceful Employer-Employee relations for the mutual interest of the Board, the faculty, and the students who attend the Benton Harbor Area Schools. Recognizing that providing a quality education for the students in the District is the primary objective and obligation of the parties hereto, the Board and the Association, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement. The Mission of Benton Harbor Area Schools is to educate, guide, and inspire students by developing their skills and knowledge to be globally competitive. The Board of Education, the Administrative Staff, and the Professional Teaching Staff have definite responsibilities in providing such education, therefore, we hereby declare:

WHEREAS, the Board under law, has the responsibility for establishing the policies for the District, and

WHEREAS, the Administrative Staff has the responsibility for carrying out the policies established, and

WHEREAS, the Professional Teaching Staff has the responsibility for carrying out the established educational policies in the classroom, and

WHEREAS, the parties to this Agreement have a common goal of providing the best possible education for all students, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Act, Act 379 of the Michigan Public Acts of 1965, to negotiate with the Association as the representative of its teaching personnel with respect to salaries, hours, terms, and conditions of employment, and

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

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

SECTION A: **BARGAINING UNIT DESCRIPTION**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all school certified professional personnel employed by the Board, including all classroom teachers, speech therapists, psychologists, social workers, guidance counselors, librarians/media specialists, literacy and math interventionists. For psychologists, speech therapists and social workers to be covered, they must be school certified. Such representation shall exclude the Superintendent, assistant superintendents, directors, principals, assistant principals, administrative assistants, coordinators, supervisors, administrative interns, paraprofessionals, secretaries, custodians, bus drivers, cooks and other food service employees, maintenance personnel, substitutes, contracted speech therapists, non-degreed annually authorized CTE instructors, teachers-in-training, and all other administrators and non- teaching employees of the Board, including employees who are not school certified and any individuals employed through a vendor contract.

SECTION B: **DEFINITIONS**

The term "teacher" when used throughout this Agreement shall refer to all employees who are included in the bargaining unit and whose employment is regulated by the Michigan Teachers' Tenure Act.

The term "ancillary staff" shall refer to all bargaining unit employees who are school certified but not subject to the Tenure Act. Certificated counselors and certificated speech therapists who are not employed pursuant to a third-party contract are considered "teachers" for purposes of this agreement.

SECTION C: **BARGAINING AGENT**

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

SECTION D: **TEACHER RIGHTS**

Nothing contained within this contract shall be construed to deny or restrict any teacher or the School Board rights that either entity may have under the Revised School Code, or other applicable laws and regulations. The rights granted to teachers and the Board hereunder shall be deemed to be in addition to those provided elsewhere. It is understood and agreed that this contract shall supersede and govern all individual teacher employment contracts, except as applicable to prohibited subjects of bargaining.

ARTICLE II - ASSOCIATION RIGHTS

SECTION A: **ASSOCIATION REPRESENTATIVES**

Upon advance notice to the building administrator or other functional area administrator, the Association and its representatives shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Notwithstanding the provisions of this Section, nothing herein shall be construed to prohibit the Benton Harbor Area Schools District from requiring visitors to a particular building to check in at the Principal's Office upon entering and leaving said building. It is understood that state law requires the Association to reimburse the Board for an employee's MPSERS cost of release time permitted during the scheduled workday.

SECTION B: **ASSOCIATION MEETINGS**

The District shall avoid scheduling events immediately following the workday on Mondays. Upon completion of their responsibilities to the students, teachers will be released. Teacher organizational and/or association meetings may be held at that time. Meetings will be scheduled through the normal building facilities use procedure.

SECTION C: **ASSOCIATION DAYS**

Leaves of absence without pay or benefits shall be granted to those teachers representing the Association at meetings with the Administration and to attend educational classes or conventions at the Association's discretion unless otherwise mutually agreed upon between the Association and the Board. Meetings held by administration where a union representative's attendance is required and held during the normal teacher workday will be paid without cost to the representative other than the ORS requirements. A written request for such leaves shall be presented to the Superintendent or his/her Designee by the Association at least one (1) week prior to the beginning of the anticipated absence. No more than ten (10) days will be granted for such leaves of absence in any one school year and the duration of any one (1) leave shall not exceed five (5) school days, provided that a substitute teacher is available for the day. Upon request the Superintendent or Designee may grant additional days.

Those teachers who are granted leaves of absence under this Section shall reimburse the Benton Harbor Area Schools for any monies placed into MPSERS for the employee.

SECTION D: **ASSOCIATION PRESIDENT'S RELEASE TIME**

1. For the board's convenience, The BHEA President shall be granted a maximum of six (6) days per school year to be used to work with the board in ensuring contract compliance. Release hours may be utilized in one-half (1/2) day increments. Subject to ORS rules, the BHEA President shall be released without loss of pay or other benefits. A BHEA president may leave his/her assigned building during his/her conference or planning period which shall be scheduled for either the first or last period of each day.

2. The BHEA also agrees to reimburse the Board for costs listed below, incurred for substitutes when the President is from the elementary (K-5) level. Such reimbursement shall be for one-half (1/2) the daily substitute rate. Should an individual substitute exceed sixty (60) one-half

(1/2) days substitution for the BHEA President, the BHEA agrees to assume the additional cost of contractually provided health insurance. The BHEA and the Board agree to share this cost proportionately, based upon substitution time for the parties, any incurred costs of unemployment compensation. The BHEA financial obligation to the Board for the President's release time shall be limited to regular elementary (K-5) classroom teachers.

3. The Board reserves the right to select the substitute and to require continuity of service from that substitute when the BHEA President is from the elementary (K-5) level. In no case shall the selection process or continuity waive the right to the specified release time.

4. The Association President granted release time in accordance with this Section shall reimburse the Benton Harbor Area Schools for any monies paid to MPSERS for employee.

SECTION E: **USE OF FACILITIES AND EQUIPMENT**

The Association shall have the right to use school buildings and facilities, e-mail, telephones, computers and printers, fax, internet access, copying machines, and other duplicating equipment at times other than when the equipment is not otherwise in use or needed for school business, provided approval is obtained from the individual directly responsible for said equipment. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. No charge shall be made for the use of school facilities any time when buildings are operational and not secured. Use of the District's facilities or equipment shall not violate state or federal law.

SECTION F: **BULLETIN BOARDS**

The Association shall have the right to post notices of activities in matters relating to Association business on teacher bulletin boards. One bulletin board shall be provided at each educational site and shall be monitored by the building Association Representative. Any materials posted shall not contain anything of a defamatory nature. Posting of materials on political candidates is not allowed.

SECTION G: **MAIL SERVICE**

The Association may use the regularly established mail service and teacher mailboxes for communication of Association business to teachers, provided the material transmitted contains nothing of a defamatory nature. All material placed in the District mail service shall be signed by an official of the Association. Use of mail service shall not violate state or federal law.

SECTION H: **DISTRICT RELATED INFORMATION**

The Board agrees to furnish to the Association in response to reasonable requests all available information (pursuant to the Freedom of Information Act and the Public Employee Relations Act) concerning the financial resources of the District, including but not limited to: annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations (including ISD budgets); agenda and minutes of all non-executive Board meetings; treasurers report; and the census and membership data. The Board will also make available the names and addresses of all teachers; salaries paid thereto, and any educational background; and such other information as will assist the Association in developing intelligent, accurate, informative, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

The Association shall reimburse the District for the reasonable cost in preparing and furnishing any information not normally compiled and not readily available.

If the District hires non-certificated individuals to fill teaching positions, the District shall provide the Association, if requested, a copy of any documentation provided to the State Department of Education to verify that there was not a certificated applicant to fill said position.

SECTION I: **TAX, CONSTRUCTION, AND EDUCATIONAL POLICY**

Whenever the Board is desirous of Association assistance in the promotion of any new or modified budgetary or tax program, construction program (exclusive of site options), proposals for major educational policies, or additional operational and/or building millage, the Association shall be given the opportunity to advise the Board's designee with respect to said matters prior to their adoption and/or general publication.

SECTION J: **COPIES OF AGREEMENT**

The District shall provide a copy of the collective bargaining agreement on the District's website within sixty (60) days of ratification.

ARTICLE III - TEACHER RIGHTS

SECTION A: **TEACHER RIGHTS**

Academic freedom and the right to be treated with dignity and as a professional shall be guaranteed to all teachers. No special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility and to the laws of the United States and the State of Michigan.

SECTION B: **NON-DISCRIMINATION CLAUSE**

The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race, color, creed, religion, gender or sexual orientation, height, weight, age, qualified disability, marital status, national origin, genetic information, or political belief, nor shall either party discriminate against any employee because of his/her membership or non-membership in the Association, or because of his/her participation or lack of participation in the Association's functions and/or activities. It is understood and agreed that this provision shall not expand the time limits specified in any applicable law.

SECTION C: **TEACHER PERSONNEL FILES**

A teacher shall have the right to review, upon written request, the contents of his/her personnel file, excluding initial employment references which reveal the identity of the person making said reference, maintained by the District following initial employment. No complaints originating after employment will be placed in a bargaining unit employee's file unless the bargaining unit employee has had an opportunity to review the material. A teacher may be accompanied by a representative of his/her choice during such a review. Examination of a bargaining unit member's personnel file shall be limited to qualified supervisory personnel and as required by law, except that an Association representative may request to review such files when necessary to provide a bargaining unit employee representation in grievance or other legal proceedings. All material related to a teacher's employment which is used to determine the teacher's qualifications for employment, promotion, transfer, additional compensation or which is disciplinary in nature will be kept in a central personnel file in the Human Resources Office. Each file shall contain a record indicating who has reviewed it, the date reviewed and the reason for such review. All records not covered in this provision shall be subject to examination by the teacher in accordance with the Freedom of Information Act.

A copy of anything placed in a personnel file will be given to the affected individual.

The following minimum items of information will be available in the personnel file:

- All teacher evaluation reports
- Transcripts of academic records
- Individual contracts
- Requests for transfer and leaves
- All disciplinary documents

When a teacher is requested to sign material placed in the personnel file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. A teacher shall have the right to submit a written statement regarding any material contained in the personnel file. Such statement shall be attached to the disputed document. Teachers wishing to correct or expunge material within their personnel file shall follow the procedure contained within the Bullard-Plawecki Employee Right to Know Act.

SECTION D: **PROTECTION OF BARGAINING UNIT WORK**

Teaching vacancies in the bargaining unit may be filled by a qualified person not covered by the bargaining agreement provided there are no qualified applicants or bargaining unit employees and upon prior notice to the Association.

SECTION E: **POLITICAL/ORGANIZATIONAL ACTIVITIES**

The Board and the Association shall not interfere with a teacher's right to join and/or participate in legal organizations and political parties unless such participation is inconsistent with a teacher's official duties.

ARTICLE IV - PROFESSIONAL TEACHER RESPONSIBILITIES

SECTION A: **CONDITIONS OF EMPLOYMENT**

It shall be the responsibility of each teacher to keep his/her teaching certification current and valid. In addition, the following conditions shall be required:

- Each new teacher must assume the responsibility for filing his/her valid Michigan teaching certificate, or other document indicating same, with Human Resources, before the date of employment. Each teacher shall also file an up-to-date certified transcript of college or university credits or a dated copy of a letter requesting that such transcript be forwarded directly to Human Resources. The District will periodically remind teachers of their upcoming certification expiration and obligation to recertify.

- Each teacher shall be required to present evidence of freedom from active tuberculosis in accordance with state health department requirements, to the extent consistent with state and federal law. It shall be the responsibility of the Board to provide each newly employed teacher, with the following:

    - Appropriate health/option insurance forms
    - Uniform Code of Discipline and Student Rights and Responsibilities

If any document listed above is revised, the District shall provide an updated copy to all teachers within a reasonable amount of time.

SECTION B: **PROVIDING PROFESSIONAL SERVICES**

The teacher, in signing a contract with the Board of Education, agrees to perform those professional services as defined by the Board and in conformity with this Agreement. A teacher further agrees to make his/her services available to all students who have been assigned to him/her, taking into account the needs of each individual student and the student's range of ability, experience, performance and goals. It shall be the responsibility of each teacher, within the limits of the resources provided by the Board, to motivate each student, to inspire in students an inquiring mind and respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition, to provide them with understanding and respect for the Constitution, Bill of Rights, the law, and an appreciation of individual personality.

SECTION C: **TEACHER-STUDENT RESPONSIBILITY**

A teacher being legally responsible for the students assigned to him/her, shall not leave a class or group of students unattended, except, in an emergency situation affecting the health, safety or welfare of the teacher or students; or where there is an absolute necessity which cannot be taken care of at a time other than break or non-instructional time. In such event, the teacher shall secure supervision by another teacher from the immediate area. If the teacher is to be out of the classroom more than ten (10) minutes, the teacher shall notify the principal.

SECTION D: **STUDENT PROGRESS**

The Board and the Association recognize that the ability of students to progress and mature academically is a combined result of school, home, economic and social environment. Teachers shall be held accountable for providing the opportunity for academic achievement of the students in the classroom.

SECTION E: **ATTENDANCE AND TARDINESS**

The Board and the Association recognize that regular attendance by a teacher is important for the continuous instruction of students. A teacher's abuse of sick leave or other leaves such as excessive tardiness or absence, as evidenced by a pattern of behavior**,** shall be handled as a disciplinary matter.

SECTION F: **PROFESSIONAL APPEARANCE**

It is the responsibility of teachers to be cognizant of their appearance with respect to dress, grooming, personal hygiene, and manner because it influences the reaction of students to the staff member and to the general learning environment.

SECTION G: **TRANSPORTATION OF STUDENTS**

No teacher shall be required to transport students.

SECTION H: **LEAD TEACHER/MENTOR TEACHER**

In those buildings which have no assistant principal, the principal shall with the consent of the tenure teacher concerned, appoint a Lead Teacher. This teacher shall be the person designated to report to the principal and/or an administrator any student-related problems that need special attention during said administrator's absence.

The Lead Teacher shall be remunerated at the rate of Five Hundred Dollars ($500) per semester; co-lead teachers may share the duty at Two Hundred Fifty Dollars ($250) per person per semester. The Lead Teacher shall not be required to act in a manner inconsistent with their membership in the bargaining unit. The principal shall notify the Lead Teacher when he/she will be absent from the building and the length of said absence.

The District shall, with the consent of any tenured teacher, appoint one or more Mentor teachers consistent with the requirements of MCL 380.1526. Mentor teachers appointed under this section will be remunerated at the rate of Five Hundred Dollars ($500) per mentee per semester. If there are no teachers that volunteer, the District may assign teacher(s) to serve as Mentors to comply with MCL 380.1526.

ARTICLE V - COMPENSATION

SECTION A: **SALARY**

The basic salaries of teachers covered in this Agreement are set forth in **Appendix A** which is attached hereto and incorporated in this Agreement.

SECTION B: **TEACHING EXPERIENCE CREDIT**

A teacher may be given credit on the salary schedule for previous teaching experience, provided said teacher's credentials are recognized for certification by the State of Michigan. The Superintendent may grant additional credit for extraordinary experience or critical skills when hiring new employees, or among current certificated employees who demonstrate or earn experience or skills. By the end of each semester, the Association President shall be notified if a teacher is allowed credit for experience. The Superintendent's discretion in this regard is not subject to the grievance procedure.

SECTION C: **VERTICAL ADVANCEMENT ON THE SALARY SCHEDULE**

Unless otherwise agreed, any teacher employed prior to the beginning of the second semester during the course of the school year shall be credited with one year's experience increment toward vertical advancement on the following year's salary schedule, provided that the teacher was rated at least Effective on the most recent year-end performance evaluation.

SECTION D: **HORIZONTAL ADVANCEMENT ON SALARY SCHEDULE**

The following definitions and conditions shall apply with respect to horizontal advancement on the salary schedule. For the purpose of this Section, all semester credits shall be from an accredited college or university. Further, all applicable credits shall be defined as credits earned after the date confirming the last highest degree earned and shall be credits of graduate level or above.

- B.A. Schedule shall apply to all teachers possessing a Baccalaureate Degree from an accredited college or university and holding a provisional, permanent, continuing, or professional certificate.
- M.A. Schedule shall apply to all teachers possessing a Master's Degree or higher from an accredited college or university and holding a provisional, permanent, continuing, or professional Teaching Certificate, and school social workers or speech pathologist/therapist.
- All credits must be submitted to the Human Resources Office on an official transcript of credits from an accredited institution of higher learning.
- All credits must be at a level at least commensurate with the degree presently held by the teacher, be directly related to the District's school curriculum (for example, but not limited to, school administration), or be directly related to a District approved program of study.
- Salary schedule adjustment based on experience or credit hour improvement shall be computed and applied twice per year on September 30th and January 31st. To qualify for credit hour improvement on the salary schedule, the course work must have been completed prior to August 31st from and accredited University or College for the first semester adjustment or December 31st for the second semester adjustment, and an official copy of the transcript submitted to the Human Resource Office within forty-five (45) days.

SECTION E: **ELIGIBILITY – FRINGE BENEFITS**

The provisions of this Article on fringe benefits shall apply to those teachers in the regular school year day-school program only. Full-time day regular school year employees shall be entitled to full benefits, and half-time day regular school year employees shall be entitled to a pro-rated share of the benefits. Full-time employee for purposes of health insurance eligibility is any teacher regularly scheduled to work at least thirty (30) hours per week.

SECTION F: **BOARD PAYMENT OF INSURANCE PREMIUMS**

The Board shall make payments of specified insurance premiums for all eligible employees to assure insurance coverage for the full individual contractual period, up to twelve (12) months, commencing July 1 and ending June 30. Payment shall not exceed the amounts contained in Subsection G. These premiums shall be paid throughout that period even though the teacher may not be returning to work the next school year. The open enrollment period is in November, to be effective January 1. Should there by a qualifying event (i.e., birth, adoption, job change, divorce, death, etc.), the employee should notify Human Resources to discuss coverage options. The Board shall be responsible for providing insurance information including applications and claim materials. If the cost is less, the Board may elect to package the health, life, dental, vision and LTD insurance into a MESSA PAK.

SECTION G: **HEALTH INSURANCE**

Effective upon ratification of the Agreement, and for the life of this Agreement the Board shall provide a portion of the health care cost to eligible employees, for any Association selected MESSA Plan Options.

The Board will contribute 90% of the Treasury approved hard cap amounts towards health insurance premiums starting with the first pay period of 2022-2023 school year. Effective January 1, 2023, the Board will contribute 100% of the Treasury approved hard cap amounts towards health insurance premiums.

The definition of healthcare costs contribution by the school district shall include all costs identified in P.A. 152 of 2011, as amended. Such employee contributions shall be payroll deducted from bargaining unit employees' wages/salaries by the District. The Board shall provide a pre-tax premium payment plan to allow eligible bargaining unit employees to pay contributions for healthcare coverage with pre-tax dollars upon receiving a valid written authorization from the member and in accordance with the IRS Code.

The insurance costs are pro-rated over 26 or 27 pays. The medical benefit coverage year and plan year is January 1 through December 31 and any changes in cost will occur on January 1 of each year.

SECTION H: **INSURANCE OPTIONS**

Where more than one member of the same family, i.e., husband, wife, or unmarried children are employed by the Board and are eligible employees, the Board may specify whether both or all shall enroll as individuals, or whether one shall enroll for full Family Coverage and list the other or others, provided that all such members of the family shall have, at all times, the coverage to

which they are entitled by virtue of the employment status of any members of the family. In the event an employee's spouse is employed by someone other than the Board, and his/her employer provides comparable health insurance coverage paid for by that employer, the Board shall be relieved of any liability for the purchase of health insurance for said employee.

It shall be the responsibility of the employee to inform the Administration of his/her desire for coverage or of any change in family status that may affect the insurance.

The cash-in-lieu per month will be Four Hundred Dollars ($400). In order to receive cash-in-lieu, teachers must provide proof that they receive PPACA compliant health insurance from another source.

SECTION I: **LIFE INSURANCE**

For the life of this Agreement, the Board shall provide as part of PAK B a total of $20,000 Term Life Insurance with $20,000 Accidental Death and Dismemberment for each employee. For those employees who select a MESSA Plan, the Board will provide a total of $15,000 Term Life Insurance with $15,000 Accidental Death and Dismemberment for each employee.

SECTION J: **DENTAL INSURANCE**

For the life of this Agreement, the Board shall provide as part of PAK A, PAK B, PAK C dental insurance under Delta Dental Plan with Co-pay 85/85/50/50, including internal and external coordination of benefits.

SECTION K: **VISION CARE**

For the life of this Agreement, the Board shall provide as part of PAK B MESSA vision insurance, Plan VSP 2 Silver.

SECTION L: **CONTINUITY OF BENEFITS**

All full-time bargaining unit staff shall be entitled to insurance coverage under this Article. For employees working less than full-time, but at least half-time, shall be prorated based upon the normal workday or work year.

Employees working less than half-time are not entitled to any Board paid insurance benefits.

The Board shall maintain insurance coverage provided in this Article from July 1 through June 30 for all eligible employees provided the employee has completed his/her contractual work year. Should an employee complete his/her contractual work year and be covered through another employer prior to June 30, it shall be that employee's responsibility to so inform the Board to avoid redundant coverage. Any employee who has completed the entire school year and whose employment with the District terminates at the end of the school year, shall continue to receive insurance benefits under this Article through August 31 of the year in which their employment terminates, unless they notify the Human Resources Office that they have alternate coverage through MPSERS or another employer.

An employee who is hired with an effective first workday after the first required workday of the school year shall be entitled to employee benefits for a duration determined on a pro-rata basis.

For those employees who are laid off due to lack of work or on prolonged leaves of absence, the Board will pay the subscription (premium) rate for the employee's insurance coverage through August 31. In order for such employees to continue coverage beyond such time, they must make arrangements for the payment of the total premium or subscription rate for succeeding months, in which event coverage will be available to them to the extent permitted by the respective policies and/or certificates.

In the event an employee is laid off, terminated, resigns, or retires with notice during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the twelve (12) month insurance year earned at the time of the termination, lay off, resignation, or retirement.

In the event an employee dies during the school year, the Board shall continue insurance coverage until the employee has received the pro-rata portion of the twelve (12) month insurance year earned at the time of the employee's death. If the employee dies after the completion of the school year, and providing the policy permits continued dependent coverage, the Board shall continue payments of the applicable premiums through August 31 of that year.

SECTION M: **PAYROLL DEDUCTIONS**

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, annual insurance costs, or any other plans or programs jointly approved by the Association and the Board, to the extent authorized by law. The companies from which annuities may be obtained shall be limited to those companies mutually agreed upon between the Association and the Board.

The annuities for which payroll deductions can be made may be adjusted upon request by the Association and approval of the Board of Education, provided there are five (5) teachers who will initially subscribe thereto.

The Board and the BHEA shall not be liable in any way for any benefits or programs for which payroll deductions are made on behalf of a bargaining unit employee nor shall the Board or the BHEA guarantee or warrant, either expressed or implied, any benefits or programs for which said deductions are made.

The Association and the District shall work together to develop a Section 125 plan to protect the parties from tax liability benefits received.

SECTION N: **UNION DUES DEDUCTION**

Beginning October 1, 2025, the District agrees to deduct union dues of bargaining unit members to the Association to the extent and as authorized by law and by such employee upon the following terms and conditions:

1. Each bargaining unit employee who desires to have union dues deducted from their earnings shall execute an Authorization for Deduction of Union Dues form as provided by the Association and copy provided to the Business Office. To withdraw authorization of union dues deduction, the employee must notify the Association and District in writing that the employee desires to withdraw from membership and remove their authorization of union dues

deduction. Payroll deduction of dues will cease as soon as practicable after the District receives written notice that the employee wishes to end membership.

2. The schedule of payroll deduction of union dues will be mutually agreed upon between the District and Association.

3. In the event of any legal action against the Employer brought in a court or administrative agency because it complied with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

    a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
    b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

4. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Section.

5. It is understood and agreed that the District is under no obligation to demand or request that employees authorize such deduction as a condition of employment.

SECTION O: **AUTOMOBILE MILEAGE REIMBURSEMENT**

In the event it is necessary for the teacher to use his/her automobile in pursuance of assigned school duties, the teacher shall be reimbursed at the IRS established mileage rate. Teachers who qualify for travel allowance must turn in a monthly statement by the first of each month, for the preceding month's mileage reimbursement.

SECTION P: **EXPENSE REIMBURSEMENT**

Teachers who desire to attend selected professional conferences and meetings, and who received prior written approval of the Administration, will be informed, at the time of receiving the approval to attend the conference, of the amount of reimbursement to be allowed for all expenses related thereto. If the conference/meeting registration expense is known in advance, the District shall pay the same amount in advance directly to the organization conducting the conference/meeting. Teachers attending such conferences and meetings will be granted sufficient leave time without loss of compensation. Teachers will, upon request, submit a written report regarding such conference.

SECTION Q: **EXTRA-DUTY COMPENSATION**

Teachers involved in voluntary extra-duty assignments as set forth in **Appendix B**, which is attached hereto and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation. In the event that no teacher who meets the posted minimum qualifications requests or is available for Appendix B duties, the Board may fill the position with someone from outside the bargaining unit.

SECTION R: **TEACHER INDIVIDUAL HOURLY RATE**

The teacher's individual hourly rate shall be determined in the following manner:

$$\frac{\text{Teacher's Contracted Annual Salary}}{\text{Number of Contract Days x Teacher's Daily Hours (7.5)}} = \text{Individual Teacher's Hourly Rate}$$

SECTION S: **ANNUAL SALARY**

Payroll will be issued to all employees covered by this Agreement on a twenty-six (26) pay basis. Employees will be notified when the payroll year requires twenty-seven (27) pays.

SECTION T: **WORKERS' COMPENSATION**

Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Act shall be entitled to use accumulated sick leave in one-half (1/2) day increments to make up the difference between the allowance under the Workers' Disability Compensation Act and his/her regular salary.

The Employer shall continue the insurance benefits for an employee who uses sick leave to make up the difference until such time as the employee's accumulated sick leave is exhausted.

SECTION U: **LONG TERM DISABILITY INSURANCE**

The Board shall provide, without cost to the employee, Long-Term Disability Insurance including Social Security Freeze. Benefits shall be paid at sixty percent (60%) of salary up to a monthly maximum of Three Thousand Dollars ($3,000) and shall begin after expiration of the employee's accumulated sick leave or sixty (60) calendar days. Only the last three (3) days of the waiting period need be consecutive and for the same condition.

SECTION V: **DIRECT DEPOSIT**

Direct deposit of paychecks shall be made available to each bargaining unit employee upon signed authorization to deposit their salary to a bank card or in the financial institution of his/her choice, subject to the rules and regulations of such institution.

SECTION W: **FLEXIBLE SPENDING ACCOUNT**

The Board may provide a pre-tax flexible spending plan to allow eligible bargaining unit employees to pay contributions for employees' share of insurance costs with pre-tax dollars in accordance with applicable laws and/or regulations and upon receiving a valid written authorization from each bargaining unit member. Provisions shall be in accordance with the District's section 125 plan.

ARTICLE VI – TEACHER VACANCIES, PLACEMENTS, TRANSFERS, LAYOFF AND RECALL

SECTION A: **DEFINITION OF A VACANCY**

1. A vacancy will be determined by the District.

2. A vacancy, in general, is an unassigned, open position or a newly created position which the District intends to permanently fill.

3. Vacancies created by extenuating circumstances may be filled by a certified and qualified internal or external candidate.

SECTION B: **NOTIFICATION OF VACANCY AND APPLICATION**

1. All vacancies will be posted internally for five (5) calendar days. Internal candidates will provide their intent to be considered by notifying Human Resources or the Building Administrator. Concurrently, the same posting will be made externally. The District shall give preference to internal candidates in the awarding of a vacancy.

2. Internal candidate placement will be determined by Section C of this Article.

SECTION C: **AWARDING OF VACANCIES**

1. Internal candidates will be considered before an external candidate. The following factors will be reviewed and considered equally. If all are found equal, seniority will be the deciding factor. If a senior teacher is not awarded the position, a written reason will be provided by the District:

    a. 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 Rules for Special Education Programs and Services, and other applicable statutes and regulations.

    b. Credentials needed for District, school, or program accreditation.

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

    d. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's ability to withstand that assignment.

    e. 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.

    f. Seniority and length of service in Benton Harbor Area Schools, as defined in Article XII.

    g. Experience in a grade level(s) or subject area(s) and recency of relevant and comparable teaching assignments.

h. Attendance, punctuality, and/or disciplinary record, ability to withstand the strain of teaching, and rapport with colleagues, parents, and students.

i. Three out of the last four evaluation ratings. In the event a teacher is on a biennial or triennial evaluation process, the rating last reported will be used.

SECTION D: **PLACEMENT OF CLASSROOM TEACHERS**

The Superintendent or designee shall decide placement decisions, when a vacancy exists, and when a posting is made. The factors listed in Section C, 1, a-i, will be reviewed and considered equally. If all are found equal, seniority will be the deciding factor. If a senior teacher is not awarded the position, a written reason will be provided by administration.

SECTION E: **DEFINITION OF A TRANSFER**

1. A transfer shall be defined as either a voluntary or involuntary change in order to fill a vacancy in:

   a. Building assignment

   b. At the elementary level, a change from lower elementary (Pre-K to 2) to upper elementary (3-5) or vice-versa.

   c. At the secondary level, a change in the majority of Subject area(s) taught.

   d. A change from a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc. to a classroom assignment or vice-versa.

   e. Special education assignments such as a move from a learning disability classroom to an emotionally impaired classroom, etc. in order to fill a vacancy.

2. Transfer awarding of vacancies shall be first governed by the language in this Article. All other transfers will be governed by this Section.

3. Voluntary transfer requests may be made at any time. A teacher may request for a transfer for the following school year to a different building unit. Requests must be made in writing and presented to the Superintendent or designee with a copy of the request sent to the building principal. The application shall set forth the school, grade, or position sought.

4. Involuntary transfers made by the District may only be made for reasons that are not arbitrary or capricious. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in Article XI of this Labor Agreement.

   a. Prior notice of the intention to involuntary transfer, along with the reason(s), shall be provided to the bargaining unit member and the Association.

   b. Any vacancy that occurs as a result of an involuntary transfer will be posted per this Article.

SECTION F: **LAYOFF AND RECALL**

1. Classroom teacher reductions (i.e., layoff) are done only by a formal Board action. Before the Board authorizes a classroom teacher reduction, the Superintendent or designee will notify, in writing by sending a registered letter or certified letter to the affected classroom teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.

    a. The Superintendent or designee will provide thirty (30) calendar days written notice of layoff to each affected classroom teacher and Association before the layoff notices are distributed. Notification will include the effective date of the layoff.

    b. Decisions about the layoff of teachers will be guided by the provisions of Section C, 1, a-i of this Article. In addition, wherever the factors in Section C, 1, a-i of this Article are equal between two or more teachers, probationary teachers are laid off first and recalled last.

2. A classroom teacher is eligible for recall under this Article for twelve (12) months from the date the District implemented the reduction in force.

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

    b. Before or in lieu of initiating the recall process of a laid-off classroom teacher, the Superintendent may re-assign the teacher that had occupied the position at the time of the reduction. Each teacher affected thereafter, by this position's recall, will return to the position which they held prior to the reduction.

    c. After or in lieu of any reassignment of existing teaching staff, the Superintendent's decisions about recall of teachers will be guided by the provisions of Section C, 1, a-i of this Article.

    d. The Superintendent or designee will provide written notice of recall to each affected classroom teacher and the Association within ten (10) business days before the recall notices are distributed during a school year and will establish the time within which a classroom teacher must accept recall to preserve the teacher's employment rights. It is the responsibility of the employee to provide the Board or its designee with their most up-to-date address.

    e. 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 has extended the time limit in writing.

3. The certification and qualifications of an employee to be laid off and/or recalled will be on file with the Board or its designee at the time the layoff occurs and recall notice is sent. It is the employee's responsibility to notify the Board or its designee, in writing, of any inaccuracies or changes that may occur.

4. Teachers who were laid off and subsequently recalled shall be entitled to all leave benefits as provided herein. Utilization of such benefits at the time of recall shall not be considered a forfeiture of recall rights.

5. In the event that any bargaining unit employee is laid off at the end of the school year and is recalled before or at the beginning of the succeeding year, the employee shall reimburse the District for the unemployment compensation benefits received, if any, during the summer, by permitting the District to reduce the teacher's salary in the ensuing year by the amount of benefits received. The manner of reduction shall be mutually agreed and if agreement cannot be reached the Superintendent or designee shall determine the manner of the reduction.

ARTICLE VII – TEACHER HOURS

SECTION A: **TEACHER'S WORKDAY**

All teachers shall have a seven (7) hour and twenty-eight (28) minute workday, and a thirty minute duty free lunch period, for a total scheduled day of seven (7) hours and fifty-eight (58) minutes. Teachers shall report before the start of the student instructional day as published by the building principal before the first day for students. Elementary teachers shall remain in the school building ten (10) minutes after student dismissal for the remainder of the teacher workday or professional learning committee (PLC) time, as applicable, whichever is longer. All secondary teachers shall remain in the school building twenty (20) minutes after the student dismissal. All teachers will attend PLC time, as applicable. Each teacher will be informed in writing of the beginning and ending time of the teacher workday and student days, and may be altered from time to time for individual teachers upon agreement by an individual teacher and their building principal.

Each building principal will make such reasonable rules as conditions permit to waive the teacher dismissal rules following student dismissal to allow teachers to leave their building on Fridays and the day before holidays, so long as teachers fulfill their professional responsibilities to the district.

Teachers shall be provided with the required number of state mandated professional development days, the schedule to be determined by mutual agreement between the District and Association. Once made, the schedule may not be altered except in situations that may result in loss of state aid or teacher certification, or by mutual agreement between the District and Association.

SECTION B: **STUDENT SUPERVISION**

Teachers shall be responsible for the supervision of students during the school day, including, for those periods of time designated before and after school. This supervision shall include the classroom and assist with security in the hallways during student passing time. However, it shall not include bus supervision or lunchroom supervision. At the close of the student day, teachers may be required to escort students to a designated building exit or to a central waiting area. The principal may assign teachers to student supervision in an emergency, or when an unusual condition or situation exists, not to exceed the teacher's contractual time without compensation set forth in **Appendix B**.

All teachers, grades K-12, shall be responsible for the supervision of students ten (10) minutes before the start of the student day and upon dismissal. Ancillary staff may also be called upon to assist teachers with supervision of students.

If a teacher volunteers to supervise and/or engage academically with students beyond the teacher workday, he/she shall be remunerated at the rate of Forty Dollars ($40) per hour, or a prorated amount thereof if the time is less than (1) hour. Should no teacher volunteer for said supervision duty, the building principal shall rotate such duty on a month-to-month basis, beginning with the least senior teacher and continuing in ascending order thereafter.

SECTION C: **TEACHER BREAK/PLANNING TIME**

Elementary (K-5) Teachers:

- All K-5 teachers will normally be provided one sixty (60) minute planning/preparation period either before or at the end of the scheduled instructional day. Every 10th planning period shall be a Professional Learning Community (PLC) meeting and shall be scheduled before the instructional day.

- Grade level teams and the building principal shall collaboratively develop and publish the PLC calendar no later than the Friday of the first week of school. PLC shall not be scheduled on Fridays or a day before a holiday. If the PLC would have been scheduled to fall on the day before a holiday, it must be rescheduled.

- Non-classroom teachers will follow all starting and ending times as classroom teachers, including planning time provided outside the student day. All classroom teachers grade K-5 will receive a total of one hundred twenty (120) minutes of planning time each week during the regular instructional day in a manner to be determined by the District.

Secondary (6-12) Teachers:

- All 6-8 grade teachers shall be provided planning time consistent with grade 9-12 teachers.

SECTION D: **TEACHER PREPARATION TIME**

The time during which a teacher is scheduled for planning or preparation shall be used by the teacher for planning instruction for his/her students. The planning shall be done in the teacher's classroom or other location in the building. The teacher may use the planning/ preparation time as a conference period with a parent when the conference is held within the school building to which the teacher is assigned. A teacher may leave the building during his/her planning/preparation time when authorization to leave the building has been pre-approved by the building principal.

However, every 10th planning period shall be a PLC meeting. Department and/or grade level teams and the building principal, as appropriate, shall collaboratively develop and publish the PLC calendar no later than the Friday of the first week of school. PLC shall not be scheduled on Fridays or a day before a holiday. If the PLC would have been scheduled to fall on the day before a holiday, it must be rescheduled.

SECTION E: **CLASS PREPARATIONS**

No secondary school teacher shall be assigned more than three (3) separate preparations per semester. An academic advisory or academic tutor assignment is not considered a preparation for purposes of this Section.

SECTION F: **TEACHER INSTRUCTIONAL WORK SCHEDULE**

The normal teaching load for regular classroom teachers in the K-5 schools will not exceed six (6) hours and forty (40) minutes per day.

At the middle and high schools, the normal weekly teaching load for regular classroom teachers will not exceed six (6) teaching periods and one (1) academic advisory or academic tutor lab and five (5) forty (40) minute planning/preparation periods, after the instructional day, and every 10th school day shall be a Professional Learning Community (PLC) meeting.

At the secondary level, Academic Advisors mentor and coach students around their school work and school day checking on their test scores, grades, homework, attendance, and study skills. Academic tutors provide assistance to students who have questions about their classes in the content area of the tutor.

Although no additional PLC time may be required that takes planning or preparation time away from any teacher, additional PLC time may be planned upon mutual agreement of the BHEA and the District and will be compensated through release time or stipends at the hourly rate specified in **Appendix B**.

SECTION G: **ADDITIONAL TEACHER RESPONSIBILITIES COMPENSATION**

If a teacher agrees to teach during his/her respective planning time for a semester, and assumes all of the teaching duties and responsibilities including planning for the additional class period/assignment, the teacher shall receive additional compensation as stated in **Appendix B**.

SECTION H: **FACULTY MEETINGS**

One (1) faculty meeting may be regularly scheduled each month. If necessity arises, a building principal may schedule up to five (5) additional faculty meetings during the school year. These meetings will be scheduled through mutual agreement with the Principal and Staff with a calendar distributed the first month of the school calendar. Other meetings will be called as necessary with forty-eight (48) hour notice, except in the case of an emergency, and will not extend beyond thirty (30) minutes after student dismissal.

All teachers shall be required to attend faculty meetings unless excused by their building principal. Teachers who are enrolled in a class related to their teaching duties or another degree in education for which credit is being earned, shall be excused from these faculty meetings in sufficient time to attend said classes, provided notice is given to the building principal one (1) week prior to the start of the first class.

Faculty meetings will convene within fifteen (15) minutes of the dismissal of students and will be restricted to one (1) hour duration (not including time for building Association Representative). Teachers may submit items to be included on the agenda, if done forty-eight (48) hours in advance to the building principal. Said teacher(s) shall assume full responsibility for ascertaining and complying with that, which was discussed at the faculty meeting.

Teachers shall have the right to request faculty meetings with their building principal which will be held within two (2) working days of said request, where possible. If an itinerant teacher is based

in a specific building, he/she shall attend all faculty meetings in that building, as well as up to two (2) meetings for his/her specified area per month.

SECTION I: **TEACHER MEETINGS WITH PARENTS AND STUDENTS**

Teachers are expected to be available to parents and/or students for consultation. The responsibility of the teacher to be available for conferences with parents and/or students is recognized as a teacher's professional responsibility and shall be encouraged. Such conferences shall be accomplished by personal appointment, or by mutual agreement between the parent and teacher.

SECTION J: **PARENT-TEACHER CONFERENCES**

Parent-teacher conferences in the fall and spring shall be scheduled by the District in accordance with the Board approved calendar and published at the beginning of the school year.

The District shall provide security personnel for said evening conference times**.** All teachers are required to attend parent-teacher conferences unless excused by their building principal.

SECTION K: **NORMAL TEACHER MEETINGS AND RESPONSIBILITIES**

Unless specifically stated, nothing contained in this Agreement shall be construed to relieve teachers of their obligations to attend, and participate in parent teacher conferences, building meetings, departmental and/or vertical coordination meetings, and other meetings and programs called by members of the Administration. Further, it is recognized that the nature of teaching and service in public education is such that duties and responsibilities will normally be performed outside the scheduled day without additional compensation, unless explicitly stated otherwise within this agreement.

With the exception of the meetings and activities identified in this Article, no teacher may be required to attend more than three (3) meetings, programs, or activities per semester after their regular scheduled workday. This shall include required Parent Teacher Organization (PTO) meetings.

SECTION L: **TEACHER RECORD DAYS**

Teacher record days are to be reserved solely for record keeping and preparation of materials. Teachers shall be at their building on record days at the regular established time and shall not leave the building until the end of the established time, except for a sixty (60) minute lunch period, including District-wide professional development scheduled prior to the commencement of the school instructional year, unless excused by their building Principal or supervisor.

Teachers shall not be responsible for the completion of student report cards until the close of the record day. To ensure proper completion of student report cards, the principal shall have the right to require a teacher to return the following workday to properly complete student report cards deemed unsatisfactory.

SECTION M: **NEW TEACHER ORIENTATION**

Any teacher who is newly employed by the School District shall be required to attend two (2) additional days, which shall be added to the beginning of the teacher's work year. New staff hired

prior to the start of the school year shall receive One Hundred Forty Dollars ($140) dollars per day for those two (2) additional days. Teachers who may be employed after the beginning of the teacher's normal work year shall be provided with a minimum of one-half (1/2) day paid release time to meet with the building principal for the purpose of orientation. This time shall be provided within the first week of the individual's employment.

It shall be the responsibility of the building administrator to orient the new teacher to the various forms and policies that the new employee will be required to utilize in the performance of his/her job.

The Superintendent or designee shall conduct two (2) meetings per semester limited to two (2) hours duration for newly hired teachers for the purpose of orienting them to the District and answering questions that may arise.

SECTION N: **CALENDAR COMMITTEE**

The School Calendar will be determined annually by a Joint Committee consisting of four (4) certificated teachers appointed by the Association, two (2) persons appointed by the Superintendent and one (1) certificated staff appointed by the Association and Superintendent. A representative from the Calendar Committee will be a member of the BHEA collective bargaining team. The District will remain in compliance with current Michigan legal requirements for student instructional hours and use of teacher professional development time toward required student instructional hours. Instruction days must be made up in accordance with the law and any make-up days will be negotiated by the Calendar Committee. The parties further agree:

- The first day of school will be a half day, as well as the last day of school.

- Scheduled parent teacher conferences will be held in-person whenever possible. If the parent is not able to meet with the teacher in person, the teacher may conduct the conference using available technology. Teachers will provide documentation of conference attendance to their building principal.

- There will be two (2) half-days at the end of each semester.

- No school will be held on the following days: Labor Day, Thanksgiving and the days immediately before and immediately after, Dr. Martin Luther King Jr.'s birthday, President's Day, Memorial Day, Election Day and Good Friday (if it doesn't fall within Spring Break as decided by the Calendar Committee)

ARTICLE VIII – TEACHING CONDITIONS

SECTION A: TEACHER DISTRICT FACILITY AND EQUIPMENT USE

The Board agrees to provide, within the budget limitations, the following:

- Fax, computers, printers, internet access, materials, and a copying machine, in accordance with building policy, to aid teachers in the daily preparation of instructional materials during the school day.

- Parking facilities in a reserved area near each building, when available, for the loading and unloading of materials and equipment.

- Telephones will be provided in all buildings for incoming and outgoing school related calls.

- Lunchroom and lavatory facilities for adult personnel and a faculty lounge appropriately furnished.

- A desk and filing cabinet for each classroom teacher.

- Space, which can be locked, shall be provided for a teacher's personal articles in each classroom.

- Storage in each classroom for instructional materials.

- A teacher's edition of basic texts used in each of the courses he/she is required to teach. Teacher's editions of other levels and Board approved texts are to be obtained and returned through the building principal. All efforts will be made, district-wide, to locate and provide these editions.

- Materials required in daily teaching responsibility.

- Both the Board and the Association share a common concern regarding the creation of a proper environment, which impacts both students and teachers. When a teacher believes that the physical environment is affecting the educational process, he/she shall notify his/her building principal. If the situation is not rectified within a reasonable period of time, the teacher shall notify the Superintendent or his/her designee in writing. The teacher shall receive a response within a reasonable period of time.

SECTION B: TEACHING TOOLS

The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Basic instructional materials, for required teaching units, within budgetary limitations will be provided for teachers at the beginning of the school year, or the students' first attendance day, where

possible. A student text and related activity unit books shall be provided for each student whenever possible.

SECTION C: **INSTRUCTIONAL MATERIALS**

The Board, Administration, and teaching staff shall select instructional materials, to be used in the schools, which reflect the diversity of our society and shall evidence sensitivity to prejudice, stereotypes, and materials offensive to any group.

SECTION D: **TEACHER RESPONSIBILITY FOR MATERIALS, EQUIPMENT AND FACILITIES**

Teachers shall be responsible for the proper care and utilization of materials, equipment, and facilities assigned to them.

SECTION E: **STUDENT-TEACHER RATIO**

The Board recognizes that the pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees that where, in its judgment, smaller classes will enhance the learning opportunities of the students, it will continue its efforts to maintain equal class size, at or below maximum class size, as much in keeping with this necessity as is dictated by the financial conditions of the District, the building facilities available, the availability of qualified teachers, and the best interest of the District as administratively deemed feasible. The following recommended standard class sizes will be used at each grade level and subject. The Board and the Association may mutually agree to make necessary deviations from these maximum class sizes due to financial conditions or problems involving student placement.

Calculations of class enrollments shall be made on the current official fall student count day of the school year as established by law or regulation. Any equalization of class size shall be completed no later than five (5) working days after the official fall student count.

In the event class enrollments in any particular room exceed the maximum allowable class size, enrollment in such class shall be administratively closed. The Central Administration shall be allowed five (5) working days to make any student count adjustments necessary. Should the student enrollment thereafter decline below the maximum class size, the class shall thereafter be open for additional student enrollment.

If an assigned classroom's student count exceeds the current classroom maximums (agreed to by both parties) the teacher will be responsible for notifying the building administrator in writing immediately upon the occurrence so the administrator may take steps to relieve the overload, within available resources**.**

The parties agree that if overload continues for a period of more than five (5) workdays beyond the date of the teacher's notification, on the sixth school day the teacher will begin to receive a pro- rata amount as follows:

- Elementary teachers (Grades K-6) – Twenty Dollars ($20) per day, per student for a maximum of One Hundred Twenty Dollars ($120) per day.

- Secondary teachers (Grades 7-12) – Three and 40/100 Dollars ($3.40) per class period for each student, maximum of Twenty Dollars ($20) per class period, up to One Hundred Twenty Dollars ($120) per day.

Moreover, teachers with overloads will be responsible for immediately notifying administration in writing when the number of enrolled students in the classroom is diminished. Students will be distributed as equitably as possible among all similar classes before any overages, or additional overage, will be made to any one class.

Overage payments shall be made as soon as administratively feasible after the end of the semester.

Recommended Student Numbers

ELEMENTARY	**Standard**	**Maximum**
Kindergarten	22-24	25
First-Second Grade	22-25	28
Third-Fifth Grade	25-29	28
Combination Room	22-25	28
SECONDARY		
English	25-30	28
Social Studies		
General Education		
Mathematics		
Science		
Language		
Art		
Reading (MS.)	22-25	28
General Music (MS.)		
Physical Education	40-45	50
Health	25-35	40
Business Education	Determined by nature of the	
Home Economics	program and learning stations	
Industrial Arts	available	
Vocation Shops		
Typing		
Lab Sciences		
Remedial Social Studies	20-25	28
Basic Communications		
Practical English		
ICE/Phase Math		
ICE/Phase Science Skills		
Remedial Reading		

Other Programs:

- Music Programs, with the exception of General Music at the middle school level shall have no limits on class size.

- Special Education and other programs with either State or Federal guidelines shall be governed by the appropriate guidelines.

SECTION F: TEACHERS PROVIDING SUBSTITUTE COVERAGE

In the event of the unavailability of a substitute teacher, a classroom teacher may agree to assume the responsibility for all or a portion of the students who are normally assigned to another teacher. If no teachers volunteer, the students from a displaced class shall be assigned on a rotating basis, alphabetically to a classroom teacher.

- Elementary teachers will receive an amount proportional to the fraction of the class assumed at a rate of One Hundred Forty Dollars ($140) per day.

- Secondary teachers will receive Thirty-Five Dollars ($35) per class period, with up to Sixty Dollars ($60) per class period for two or more received classes during the same class period. The daily maximum is One Hundred Seventy-Five Dollars ($175).

SECTION G: LESSON PLANS AND RECORDS

All teachers are required to prepare lesson plans for all their classes. In addition, all teachers shall keep up-to-date records of their students' progress, and such other necessary records and/or information as may be required. Cumulative records shall be kept up to date. Building principals/supervisors may request, at any time, that all of a teacher's records be made available for inspection and verification as soon as teaching responsibilities permit.

SECTION H: LESSON PLAN FOR SUBSTITUTES

Teachers are required to provide, for the benefit of substitute teachers, lesson plans which, if reasonably possible, are related to and consistent with the state of development of the course, or courses, for which the teacher is responsible.

SECTION I: COLLECTION OF MONIES

Teachers shall not be expected to collect student monies for any reason.

SECTION J: SPECIAL EDUCATION STUDENT PROBLEMS

Each teacher shall be made aware of, and be provided documentation for, any student in his/her classroom who has been identified as disabled through the IEP or 504 process. The Board will provide services through the Special Education Department to work with teachers to meet the requirements of State and Federal mandated Special Education programs. Any concerns on the part of teachers regarding procedures, placement of students, or special services shall be directed to the appropriate principal, supervisor, or personnel in the Special Education Department.

SECTION K: **SAFETY RESPONSIBILITIES**

Teachers are responsible for reporting, in writing, unsafe objects or conditions of which they are aware to the building principal, to protect the students and others from the same, and whenever possible to correct and/or eliminate a safety hazard or condition without undue risk to the teacher.

SECTION L: **DUTY DURING EMERGENCIES**

No teachers will be required to be on duty in the event of any emergency situation where students are released from school, or due to building problems or severe weather conditions, but can be reassigned if necessary in the event of staffing shortages.

ARTICLE IX - STUDENT DISCIPLINE

SECTION A: **STUDENT DISCIPLINE**

The Board recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom. The Board and the Association agree to carry out the provisions of the Uniform Code of Discipline consistently so that the educational process may continue with the minimal amount of interruption. When possible, each student shall be provided with a current copy of the Student Disciplinary Code and each principal or designee shall review same during the first two (2) weeks of the student year or within the first week a new student attends the building.

Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or in cases where the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the teacher will consult with the building principal concerning the student. Appropriate discipline, including removal from the class and suspension shall be administered in accordance with the Uniform Code of Discipline. Teachers shall be expected to exercise all due care with respect to the safety and welfare of students and property, and to report suspected instances of child abuse, neglect or other situations that compromise student safety and welfare, to the principal, or in the principal's absence, to the Superintendent, and to comply with mandatory reporting requirements of the Child Protection Law.

SECTION B: **PHYSICAL FORCE AND STUDENT DISCIPLINE**

Any teacher may, at any time, use such reasonable force as is necessary to protect himself/herself, a fellow teacher, District employee, or student from attack, physical abuse, or injury. All disciplining of students must be in accordance with the current Uniform Code of Discipline.

SECTION C: **STUDENT REMOVAL**

Pursuant to Michigan Revised School Code Section 380.1309 and the BOE Policy 5610, a student may be suspended from a class, subject, or activity for one (1) day by his/her teacher for certain conduct as specified in the BHAS Student Code of Conduct. Prior to the suspension, the teacher should first consider if restorative practices could remediate the offense.

The teacher shall immediately report the suspension and the reason for the suspension to the school principal and send the pupil to the school principal (or designee) for appropriate action.

As soon as possible after a suspension under this section, the teacher shall ask the parent or guardian of the student to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor, school psychologist, or school social worker shall attend the conference.

The teacher shall not utilize the suspension under this term in such a fashion as to result in more than total ten (10) school days of suspension in a school year.

During a suspension under this section, that school day the pupil shall not be returned to the class, subject, or activity from which he/she was suspended without the concurrence of the teacher of the class, subject, or activity, and the school principal.

Nothing within this section supersedes or preempts the rights of students with disabilities under IDEA and/or Section 504. All procedures for suspension of students with disabilities are to be followed as outlined by the Student Code of Conduct. The teacher will maintain a record of compliance with these conditions.

SECTION D: **TEACHER ASSAULT**

Any case of attempted or actual physical or sexual assault upon a teacher shall be promptly reported to the immediate supervisor. The immediate supervisor shall immediately report any such incident to the Human Resources Department.

SECTION E: **CHILD ABUSE OR NEGLECT REPORTING**

The parties recognize that the handling of suspected child abuse or neglect is governed by the provisions of the Child Protection Act Law. Among other things, the Child Protection Law requires that teachers who have reasonable cause to suspect child abuse or neglect must report same to the Department of Human Services/Child Protective Services. Therefore, the Board will adopt no policy nor shall the administration establish any rule or regulation, practice, procedure, or requirement which is inconsistent with the provisions of the Child Protection Law, provided however, in the event the teacher makes a referral to the Department of Human Services/Child Protective Services, a copy of any written report or form submitted by the teacher shall also be provided to the building principal by such teacher, and in the principal's absence, to the Superintendent.

ARTICLE X - TEACHER PROTECTION

SECTION A: **TEACHER REPRESENTATION**

Teachers are reminded of their Weingarten Rights to Union Representation in any investigatory meeting that may lead to discipline. If an employee is offered representation and declines, Administration will document such decline, and the Employee may revoke that waiver and insist on representation at any time. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed. The association representative shall be generally informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting.

SECTION B: **NON-DISCIPLINARY COMPLAINTS AGAINST A BARGAINING UNIT MEMBER**

Upon receipt of any non-disciplinary complaint, including a non-disciplinary complaint filed by an administrator, the complainant shall file on a form agreed upon by the Association and the Board, a written report with the building principal or employee's supervisor. The report shall include the date filed, the specific non-disciplinary complaint, and the names and signatures of all complainants. A copy of the non-disciplinary complaint shall be provided to the employee within five (5) working days of the time that said complaint was filed with the administration. A non-disciplinary complaint will not become part of a personnel file.

SECTION C: **DISCIPLINE OF MEMBERS**

In carrying out the provisions of this section, the District also agrees to adhere to the following:

1. Discipline and Discharge. No teacher shall be disciplined, demoted or discharged without just cause, except as follows: (1) discipline that involves the demotion or discharge of a tenured teacher shall be addressed under the provisions and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, *et. seq.*; (2) the discipline, discharge or non-renewal of a probationary teacher; or (3) the discipline or discharge of any ancillary staff bargaining member during the first two years of employment. These exceptions shall be subject to a "not arbitrary or capricious" standard and shall be at the discretion of the Board. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions without pay; demotions or discharge. Any such discipline (except the exceptions identified above in #1-3 as well as verbal warnings), shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

2. Progressive Discipline. A program of progressive discipline shall be followed. The following progression of discipline shall be followed prior to the imposition of any other discipline on any employee of the bargaining unit. The parties recognize that the severity of an offense may provide for the acceleration of the progression of discipline.

    a. Verbal warning
    b. Written warning

c. Written reprimand
d. Unpaid suspension
e. Discharge.

SECTION D: **TEACHER LEGAL ASSISTANCE**

If a teacher is the subject of civil action brought by a student or parent for action taken within the scope of one's professional employment, and the teacher acted consistent with Board policy, the Board will provide legal counsel and render all necessary assistance to the teacher's defense. Teachers shall have the right to retain outside legal counsel at their own expense. The Board may provide such counsel through their insurance carrier.

SECTION E: **TEACHER DEFENSE**

When legal proceedings occur in which the District is involved in the defense of a teacher against a suit brought by a student or parent, any time lost will not be charged against a teacher provided the teacher acted consistent with Board policy.

SECTION F: **PROPERTY DAMAGE REIMBURSEMENT**

The Board will reimburse teachers for any damage, destruction, or loss of vehicles, clothing or personal property, up to Four Hundred Dollars ($400) during the course of one (1) school fiscal year, not due to negligence on the part of a teacher, which is not covered by other insurance in connection with any incident arising out of and in connection with one's professional employment, and provided such damage, destruction or loss occurred on school premises or while on a school-sponsored activity and was not occasioned by the negligence of the bargaining unit employee.

SECTION G: **COMMUNICABLE DISEASES**

If the District intends to adopt communicable diseases policy that would affect the wages, hours, or working conditions of any member of the Benton Harbor Education Association, the District shall notify the Association that it wishes to commence bargaining on said issue. Bargaining shall commence within fifteen (15) workdays of the written notice from the District.

ARTICLE XI – NOTICE OF RESIGNATION

SECTION A: NOTICE OF FUTURE RESIGNATION

In order for the Board to plan for and provide a qualified teaching staff, any teacher resigning at the end of the school year shall notify the Board in writing as early as possible. Any teacher resigning prior to the beginning of the ensuing school year shall notify the Board in writing at least sixty (60) days before September 1. Failure to do so, in the absence of mutual consent, may result in the teacher's loss of continuing tenure.

SECTION B: RELEASE FROM EMPLOYMENT CONTRACT

Teachers will not request release from their contract obligation during the school year except in case of dire necessity. The Board may respond with any or all of the following: demand specific performance of the contract, consent to the release contingent upon the Board finding a qualified replacement, require a minimum of two (2) weeks' notice, and accept the request while specifying that failure to give the required notice may lead to forfeiture of continuing tenure.

SECTION C: NO RETURNING TO BARGAINING UNIT

Except as specified in the Teachers' Tenure Act, a teacher who, after July 1, 2019, transfers to or is hired for an administrative or supervisory position forfeits all rights under this Agreement.

ARTICLE XII – SENIORITY

SECTION A: SENIORITY: LENGTH OF BARGAINING UNIT SERVICE

For the purposes of this Article, length of bargaining unit service in the District shall be measured in semester units of employment from the initial date of hire (when the person first reported for work and received pay) in a bargaining unit position in the District. If a teacher has served as an administrator/supervisor prior to July 1, 2019, only those semesters worked as a bargaining unit member shall be counted in this Section. When a teacher does not work an entire semester, credit will be given for any semester in which employment in the bargaining unit position is for half or more of the semester. Time spent on layoff by tenure teachers shall be counted as service time under this Section; however, time spent on layoff by probationary teachers shall not be considered as service time. Teachers who work less than full-time will have their semester credits pro-rated.

The first year of any approved leave of absence shall be counted towards seniority credit. Subsequent years of leave shall not be counted towards the seniority credit.

SECTION B: SENIORITY LIST

For the duration of this Agreement, the Board and the Association agree to recognize the Master Seniority List as was determined by lottery on November 14, 1981, and subsequently amended, with the mutual consent of the parties. Effective June 1, 2003, the rank and order placement on the seniority list of newly hired teachers with the same initial date of hire will be determined by a drawing. Affected staff will be notified of the date, time and place of the drawing and be permitted to be in attendance, along with the President of the Association or Association designee. The Association may request a copy of the current Seniority List from Human Resources, who will transmit it within ten (10) working days.

Any teacher who enters a new semester seniority unit category due to:

- Break of professional services;
- Return from leave of absence of over one (1) year's duration;
- Return to the bargaining unit after administrative service;
- Acquiring fractional seniority because of less than full-time service; or
- Not being included in the lottery conducted on November 14, 1981, shall be placed at the end of his/her appropriate semester seniority list conforming to the provisions of this Section, not later than December 15 and April 15 of each school year.

ARTICLE XIII – SICK LEAVE

SECTION A: GENERAL SICK LEAVE PROVISIONS

The provisions hereinafter provided shall be automatically temporarily suspended any time ten percent (10%) or more members of the teachers report in sick coincidentally with a labor dispute involving Benton Harbor teachers. Teachers whose illness precedes the dispute will not be affected.

SECTION B: SICK LEAVE CREDITS

At the beginning of employment, each regular full-time teacher shall be pre-credited with sick leave days on the basis of one (1) day per month to a maximum of ten (10) days per year, which shall be cumulative from year to year. The Association agrees to cap the sick day accumulation at one hundred twenty (120) days. Employees with more than one hundred twenty (120) days currently will be held harmless and will retain their current sick day counts, with no accumulation of additional days.

SECTION C: SICK LEAVE STATEMENT

The Board shall furnish each teacher with a written statement by October 1 of each year setting forth his/her total accumulative sick leave credit.

SECTION D: UTILIZING SICK LEAVE CREDITS

Teachers who have accumulated sick leave credits may utilize sick leave for personal illness, disability or quarantine, and as otherwise provided in this Article. In the event the teacher has exhausted all sick leave credits and a medical doctor certifies that it is necessary for said teacher's personal health to continue off duty, said teacher shall apply for a leave of absence without pay or fringe benefits for the duration of the illness or temporary disability but in no event will sick leave extend beyond one (1) calendar year.

Qualified employees shall be eligible for paid sick leave in increments of not less than one-half (1/2) day from and to the extent of their unused accumulated sick leave credits in the following situations:

- When an employee's absence from work is due to the employee's non-duty incurred illness or injury provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or controlled substance, unless the employee has committed one's self to a recognized and medically accepted cure program, or was not attributable to causes occurring while performing work for which the employee is paid by someone other than the Board.

- When an employee's spouse, child, or parent becomes ill, or is accidentally injured, the employee shall be entitled to five (5) days of accumulated sick leave credits when it is necessary for said employee to be absent.

- A father, upon the birth of his child, may use sick leave credits, concurrently with any application for FMLA, when it is necessary that he be absent from work for the purpose of caring for his other children.

- Evening Parent-Teacher conferences shall be considered as one-half (1/2) day for the purpose of utilizing sick leave credit. Further, the one-half (1/2) compensatory time day shall be considered as one-half (1/2) day for the purpose of utilizing sick leave credit.

- An eligible employee may on a once-a-year basis elect to convert up to a maximum of ten (10) sick leave days into a year-end merit payment at the rate of Fifty Dollars ($50) per day. To be eligible for such merit payment, an employee must maintain a balance of at least seventy-five (75) accrued sick leave days in his/her account after the conversion of the sick days. Requests for merit payments shall be given to the Human Resources Department in writing and be signed by the employee no later than December 1 each calendar year. Payment of the merit payment shall be made during December.

SECTION E: **SECURING A SUBSTITUTE**

In the event a teacher is going to be unavailable for work, the teacher shall follow the Board's designated procedure for securing a substitute as early as possible. The failure of a teacher to timely notify the Board or its designee of unavailability for work so that a substitute may be obtained may result in discipline. Teachers are not to employ substitute teachers directly under any circumstances. If a teacher becomes ill during regular school hours, the teacher shall promptly notify the building principal so that other arrangements may be made to cover the teacher's responsibilities.

SECTION F: **DOCTOR'S CERTIFICATION**

The principal or appropriate administrator may require a medical doctor's statement if the District believes there is a pattern of abuse of sick days, for absences lasting longer than three (3) consecutive workdays, or to ascertain a teacher's physical and/or mental fitness to return to duty at the conclusion of an extended sick leave due to illness or injury, or as needed to verify eligibility for FMLA leave.

ARTICLE XIV - OTHER LEAVES OF ABSENCE

SECTION A: **TEACHER PERSONAL LEAVE DAYS**

At the beginning of each school year, each full-time teacher will be credited with two (2) paid personal leave days per year. Personal leave days are entirely separate from sick leave and may be used at any time provided the following requirements are met:

- The teacher has completed six (6) months of continuous service with the District.

- The request for time off is submitted, in writing on a form provided by the Board, to the building principal/supervisor who shall forward it to the Chief Human Resources Officer for his/her approval. At the time the request is submitted, the teacher shall inform the building principal/supervisor of the requested day(s) off. The request must be filed in advance of the desired time off so that it reaches the Chief Human Resources Officer at least five (5) school days before the intended date of absence in order for the request to receive consideration, and if approved, the necessary arrangements can be made. Permission for such leave will not be unreasonably withheld. Emergency requests will be given consideration, and if approved, they will be granted as soon as possible. "Personal Leave" shall be sufficient reason for such requests.

- Except in emergency situations as determined by the Chief Human Resources Officer, such personal leave will not be permitted on the last school day prior to, or the first school day following a recess period, or during parent conference days, or student record days. Personal leave days shall be available for the practice of individual religious preferences. In addition, teachers may take days without pay, as needed to fulfill these obligations.

- Unused personal leave days shall be added to the teacher's accumulated sick leave.

SECTION B: **FUNERAL LEAVE**

A teacher shall be paid his/her salary for each day necessarily lost for each death in the immediate family, not to exceed three (3) days, to enable the teacher to make arrangements for and attend the funeral. When travel, distance, or other circumstances warrant, additional days of absence may be allowed without pay, or may be deducted from an employee's personal leave or sick leave days. If there is no personal or sick leave credit available, a salary deduction will be made on a pro-rated contractual daily salary basis. Immediate family is interpreted to include spouse, child, parent, foster parent, grandchild, grandparent, brother, sister, father-in-law, mother-in-law, brother and sister-in-law, son and daughter-in-law, stepchild, step-parent, aunts and uncles, and any other person for whose financial or physical care the teacher is solely responsible. Any other funeral leave shall be granted for one (1) day upon the sole discretion and approval of the administrator.

SECTION C: **OTHER FUNERAL LEAVES**

In the event of the death of a student or colleague employed by the District, the Board agrees to allow teacher representation at the funeral as determined by the Superintendent or designee.

SECTION D: **JURY/WITNESS DUTY**

A teacher called for jury duty or to give testimony before any judicial or governmental tribunal shall be compensated for the difference between the teacher's pay and the pay received from the performance of such obligation, with the exception of cases involving legal action brought against the Board by the Association or any member thereof.

If a teacher is released from jury/witness duty in ample time to report to the assigned work station one (1) hour or more before the end of the teacher's workday, said teacher shall so report in order to receive pay. Any witness, jury or subpoena fee, excluding mileage or meal reimbursement, received by the teacher shall be deducted from said compensation.

A grievant and the grievance chairperson who are called to testify during working hours at any arbitration hearing shall be paid his/her full compensation for such time.

SECTION E: **UNPAID LEAVE**

Teachers may request up to five (5) days of leave without pay. Such leave may be granted by the Superintendent or designee.

SECTION F: **LEAVES IN CONJUNCTION WITH RECESS PERIOD**

Leaves of absence will not be granted for the extension of school recess periods, except in cases of dire necessity, as determined by the Superintendent or designee. The Association agrees that absences for such purpose are a violation of this contract and are cause for withholding and deducting the teacher's salary at the teacher's daily rate of pay.

SECTION G: **DISABILITY LEAVE (OTHER THAN FMLA)**

In the event a teacher becomes temporarily disabled, the teacher may use accumulated sick leave days. Upon expiration of all such sick leave, or at any time during the disability, the teacher shall be granted a disability leave of absence without pay or Board paid fringe benefits for a period not to exceed one (1) calendar year providing certification from a medical doctor supports the necessity for such leave and the parties have engaged in the interactive process.

Should a teacher be able to reasonably anticipate the need for a temporary disability leave because of illness, injury, or disability, such teacher shall notify the Superintendent or his/her designee one (1) month prior to the anticipated beginning of the disability leave of absence. Said teacher shall be granted a temporary disability leave of absence without pay or Board paid fringe benefits for a period of up to one (1) calendar year, unless the teacher desires to return to work earlier, in which event the teacher shall:

- Submit in writing notice of intent to return to work to the Superintendent or his/her designee one (1) month prior to the expected date of return; and,

- Provide a certificate from a medical doctor attesting to the fact that the teacher's physical condition is such that said teacher is able to return to work to an assignment for which he/she is qualified and certificated.

In the event the work and/or attendance of a teacher is adversely affected due to a disabling condition prior to the teacher's voluntary taking a leave of absence, the teacher shall be required to take an involuntary disability leave of absence should the Board's medical doctor substantiate the need for such involuntary leave. In the event a teacher fails to return to work upon the expiration of a disability leave, the teacher shall be terminated and forfeit any further rights the teacher may have had under this Agreement or individual contract.

Teachers who desire to continue their health insurance while on a disability leave may do so at their own expense, subject to the conditions and terms of the insurance carrier.

Upon return from disability leave, the District shall reinstate a bargaining unit member consistent with the law. During any such voluntary or involuntary disability leave, seniority shall accrue to the affected teacher. Regular salary increment advancement shall accrue if such temporary disability leave of absence duration is ninety (90) teacher workdays or less.

SECTION H: **CHILD CARE LEAVE**

A tenure teacher may be granted a child care leave, up to one (1) year, without pay or Board paid fringe benefits. No salary increment shall occur during said leave.

SECTION I: **FAMILY AND MEDICAL LEAVE ACT**

Leaves, pursuant to the Family and Medical Leave Act of 1993, as amended, shall be available in accordance with the Act.

This Family and Medical Leave section is not intended to interfere with the use of any other leave provision within this Article, but FMLA leaves shall run concurrently with other applicable contractual leaves.

SECTION J: **MILITARY LEAVE**

A teacher who enters the military service by draft or enlistment shall be granted a leave of absence without pay or Board paid fringe benefits for that purpose, and at the conclusion of such leave shall be reinstated in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). The right to a leave of absence shall be consistent with the USERRA.

SECTION K: **PROFESSIONAL IMPROVEMENT**

The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization work on advanced degrees, or special studies related to their job duties, foreign travel related to their teaching field, and participation in community educational projects. Leaves for the above purposes may be granted on a case-by-case basis.

SECTION L: **TEACHER DEVELOPMENT/PROFESSIONAL GROWTH**

A leave of absence without pay or Board paid fringe benefits may be granted to a tenured teacher upon written application and with the Superintendent or designee for the following purposes:

- Study related to the teacher's certificated field.

- Study to meet eligibility requirements for a certificate other than that held by the teacher, except for people who do not hold a provisional certificate.

- Study, research, or special teaching assignment involving probable advantage to the School District, including Administrative internship programs. The term of office for any such administrative intern position will be specified when the position is posted. During that term, the Administrative intern will be excluded from the bargaining unit.

- For the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries, foreign or military teaching programs; the Peace Corps, Teacher's Corps, or Job Corps as a full-time participant in such programs; or cultural travel or work program related to the teaching responsibilities, provided said teacher states the intention to return to the School District upon expiration of the leave.

- The Board may grant a leave of absence without pay or Board paid fringe benefits of up to one (1) year to any teacher for meritorious reasons not otherwise provided within this Article. Meritorious leave will not be granted for the purpose of employment elsewhere. No salary increment shall occur during said leave.

Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the District during such period. The regular salary increment occurring during such period shall be allowed.

A leave of absence without pay or Board paid fringe benefits for a period of up to one (1) year may be granted to any tenure teacher, upon written application.

SECTION M: **UNPAID LEAVE CONDITIONS**

Any teacher on an unpaid leave of absence may continue his/her insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the Board, as permitted by the insurance carrier and in accordance with the teacher's COBRA rights.

SECTION N: **DISCIPLINARY ACTION**

Bargaining unit members should be aware that willful violation of any of the provisions relating to a leave by any employee, or the willful making of a false report regarding any type of leave, may subject the employee committing such violations, or making such false report, to disciplinary action by the Superintendent of Schools and may constitute cause for reprimand, suspension, and/or discharge.

ARTICLE XV - PROFESSIONAL GRIEVANCE PROCEDURE

SECTION A: **GRIEVANCE DEFINED**

A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of this Agreement.

SECTION B: **GROUP GRIEVANCE**

If a grievance involves more than one (1) teacher and that group of teachers work under the supervision of a common principal/administrator, those teachers shall file any written grievance, at STEP ONE, with the common administrator, within ten (10) working days after the occurrence of the event upon which it is based or upon the reasonable ability to have knowledge of the occurrence. If the group of teachers has no common supervisory administrator, it shall file the written grievance, at STEP ONE, with the Superintendent or his/her designee.

SECTION C: **ASSOCIATION GRIEVANCE**

If there exists a dispute which involves the Association as an entity itself, or one of contract maintenance, the Association President may file a written grievance, at STEP ONE, with the Superintendent or his/her designee, within ten (10) working days after the occurrence of the event upon which it is based or upon the reasonable ability to have knowledge of the occurrence.

SECTION D: **DEFINITION OF TEACHER**

For the purposes of this Article, the word teacher shall refer to a single teacher or group of teachers who have filed a grievance.

SECTION E: **WORKING DAYS DEFINED**

The use of "working days" in this Agreement shall be defined as those days on which the District's Administration Office is scheduled for work between Monday and Friday (both inclusive) excluding holidays recognized under this Agreement.

SECTION F: **GRIEVANCE PROCEDURE**

In the event a teacher believes there is a basis for a grievance, the teacher is encouraged by both the Board and the Association to first discuss the alleged grievance with the building principal or appropriate administrator. The teacher shall be entitled to have an Association representative present during such discussion, and the principal shall be entitled to have present a member of the administrative staff.

It is understood and agreed that the processing of a grievance by a teacher and/or Association representative shall not interfere with any teacher duties and responsibilities. If, as a result of the discussion with the principal, or if no discussion is requested, a grievance still exists, the grievance shall be processed as follows:

STEP ONE. The grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the Section of the contract which allegedly has been violated, must be signed by the aggrieved teacher or the Grievance Chairperson and must be presented to the building principal/administrator concerned, the Superintendent or his/her designee, the Association President, and the Chairperson of the Association grievance committee, within ten (10) working days after the occurrence of the event upon which it is based or upon the reasonable ability to have knowledge of the occurrence. The Grievance Report Form is in **Appendix C**. The building principal/administrator shall meet with the grievant within ten (10) working days following receipt of the written grievance. The teacher shall be entitled to an Association representative and the building principal/administrator shall be entitled to representation by the Superintendent or his/her designee. The building principal/administrator shall issue a written answer to the grievance within ten (10) working days following the hearing and shall furnish a copy thereof to the aggrieved teacher, the Chairperson of the Association grievance committee, Association President, and Superintendent or his/her designee.

STEP TWO. If the teacher desires to appeal the decision of the building principal/administrator, the teacher or Chairperson of the Association grievance committee shall notify, in writing, the Superintendent with a copy to the Superintendent or his/her designee, within ten (10) working days after receipt of the STEP ONE answer. If such appeal is made, the Superintendent or designee shall meet with the teacher, the Chairperson of the Association grievance committee, and a maximum of five (5) Association grievance committee members to attempt to resolve the grievance, within ten (10) working days after receipt of the teacher's notice of appeal to this step. A copy of the Superintendent's/designee's disposition of the grievance shall be furnished to the aggrieved teacher, Chairperson of the Association grievance committee, and the Association President, within ten (10) working days after such hearing. The teacher shall be entitled to present witnesses at the hearing at this level; however, any witnesses shall be sequestered while not personally testifying at the hearing.

STEP THREE. If, at this point, the grievance has not been satisfactorily resolved, either party hereto shall have the right to submit the grievance to the American Arbitration Association, in accordance with its Voluntary Arbitration Rules and the Michigan Uniform Arbitration Act. The answer is then obtained, providing such submission is made within ten (10) working days after receipt by the Association or the Superintendent/designee. If the grievance has not been submitted to arbitration within said ten (10) working day period, it shall be considered as being withdrawn by the Association.

SECTION G: **ARBITRATION**

The Arbitrator will have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The arbitrator is specifically prohibited from hearing or deciding any matter that is a prohibited subject of bargaining under PERA. The arbitrator's decision shall be binding on the District and/or the Association and shall be in accordance with Michigan Law. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Association, except as otherwise agreed to by the Board and Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

SECTION H: **EXPEDITED ARBITRATION**

The Association and the Board may mutually agree to process a grievance via the expedited grievance procedure according to the Expedited Labor Arbitration rules of the American Arbitration Association.

SECTION I: **REPRESENTATION**

Any party of interest shall have the right to representation of his/her choice and at his/her own expense including legal counsel, at all levels of the grievance procedure, except that a teacher may not be represented by a representative of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

SECTION J: **GRIEVANCE HEARINGS**

It is agreed by the parties hereto that grievances shall be processed during times which do not interfere with assigned duties. However, in the event it is mutually agreed by the aggrieved teacher, the Association, and the Superintendent to hold proceedings during regular working hours, a teacher participating in STEP ONE and STEP TWO of the grievance procedure, on his/her behalf, or on behalf of the Association, shall be released from assigned duties for the period necessary, without loss of salary. The building principal/appropriate administrator, who has supervisory responsibility over the grievant and is a party to the grievance, will be present at all level hearings.

All grievance hearings shall be conducted during times which have been mutually agreed upon by the Association and the Administration. Notice of all grievance hearings shall be furnished to the teacher, grievance Chairperson and Association President.

SECTION K: **TIME LIMITATIONS**

The time limits at any level of the grievance procedure may be extended by mutual agreement. In the event a grievance is not appealed from one level to the next within the time limits specified, the grievance shall be deemed to have been settled on the basis of the last answer thereto. In the event the Administrator does not meet or respond to an oral complaint or a grievance is not answered at any level of the grievance procedure within the specified time limit, the grievance may, at the discretion of the Association, be advanced to the next level. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

SECTION L: **GRIEVANCE CONTINUATION**

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution, unless the Board otherwise notifies the Association.

SECTION M: **GRIEVANCE REPRISALS**

No reprisals of any kind will be taken by either party or by any member of the Administration against any party in interest, any school representative, any member of the Associations grievance committee, or any other participant in the grievance procedure by reason of such participation.

ARTICLE XVI - CONTINUITY OF OPERATIONS

SECTION A: **NO STRIKE PROVISION**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association and/or its members accordingly shall not instigate, aid, and/or engage in a slowdown, strike, absenteeism, tardiness, or any concerted activity which adversely affects the operation of the School District. The Association acknowledges that the participation in such proscribed activity constitutes cause for the discharge of any teacher so involved and such other legal action as the Board deems appropriate.

SECTION B: **INCLEMENT WEATHER**

Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

In the event schools are closed due to inclement weather, or other reasons deemed necessary, teachers will not be required to report for duty, or remain after a partial day closure.

Make-up days shall be scheduled by mutual agreement between the Board and the Association, with the aim of preventing any loss of state aid or required professional development days.

SECTION C: **MECHANICAL FAILURE**

In the event a school must be closed because of a mechanical failure and/or Act of God prior to or after the school is in session, and the students are sent home, teachers will not be required to report for duty, or remain after a partial day closure, but can be reassigned if necessary in the event of staffing shortages.

ARTICLE XVII – TEACHER EVALUATIONS

1. Beginning with the 2025-2026 school year, the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

    a. specific performance goals identified in collaboration with the teacher to improve their effectiveness in the upcoming school year.

    b. an evaluation of the teacher's job performance with timely and constructive feedback.

    c. clear approaches to measuring student growth with relevant data on student growth.

    d. multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.

    e. the use of student growth and assessment data as 20% of the year-end evaluation determination.

        i. The student growth and assessment data shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually in collaboration with the grade-level/department level teachers.

        ii. The teacher and evaluator may agree on the elimination of data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.

        iii. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

    f. a negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.

2. Process: The negotiated Performance Evaluation system, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" shall be housed on the District's performance evaluation electronic platform.

    a. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

        i. The teacher shall be notified each year who the administrator will be that conducts their year-end evaluation.

        ii. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson.

        iii. The observation must include a review of pupil engagement in the lesson that is observed.

iv. In order to ensure 1.b and 1.c above, the observation shall be no less than fifteen (15) consecutive minutes.

v. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.

vi. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than thirty (30) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "Post-observation" feedback form.

vii. There shall be at least two (2) classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least sixty (60) days apart. The first observation shall occur no later than December 15 of each school year.

viii. There shall be no unscheduled observations on the days immediately before or immediately after any holidays.

3. Beginning July 1, 2025, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

   a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher before the end of the school year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

4. Teachers who work less than sixty (60) days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of sixty (60) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the District deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the teacher, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the District.

5. If a tenured teacher has been rated "effective" for three (3) consecutive year-end evaluations, they may be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

6. In addition to the above procedures (Sections 2-5), teachers who are evaluated with an IDP (received a "minimally effective", "needs support" prior to July 1, 2024, or "needs support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:

   a. specific performance goals that will be used to assist in improving the teacher's effectiveness for the next school year developed in consultation with and agreement by the teacher.

b. training to be provided by the District to assist the teacher in meeting the goals of the IDP and to improve the teacher's rating.

c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist the teacher in meeting the goals within the existing IDP.

d. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

8. Rights of Tenured Teachers:

a. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

i. The teacher may request a review meeting of the evaluation and the rating to the District's superintendent. Such request must be made in writing within thirty (30) calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be scheduled no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

ii. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the Superintendent.

A. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.

B. Within fifteen (15) calendar days of receipt of the request for mediation, the District shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

b. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XIV that concerns the teacher's second evaluation rating and the evaluation process.

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

a. Within the first thirty (30) days of each school year, the District shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process. Teachers who have already received such training may, at the District's discretion, be excused from future trainings.

ARTICLE XVIII - BOARD RIGHTS

SECTION A: **MANAGEMENT'S RIGHTS**

The Association recognizes and agrees that, except as specifically limited or abrogated by the terms and provisions of this Agreement or by law, all rights to manage the operations of the School District and to direct and supervise the teachers who come within the jurisdiction of this Agreement are solely and exclusively vested in the Board.

SECTION B: **COMPLIANCE WITH RULES AND REGULATIONS**

Teachers are required to conform with all Board policies, all administrative guidelines, and all reasonable rules, regulations, and directives adopted by the Board or its representatives which are not in conflict with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which poses an immediate threat to the teachers' health and safety.

Building rules and regulations affecting all staff members, and not concerning prohibited or illegal subjects of bargaining, will be issued in writing.

ARTICLE XIX - SUMMER SCHOOL

The District reserves the right to provide a summer school program and to establish such terms and conditions as it deems appropriate.

ARTICLE XX - ALCOHOL AND DRUG POLICY

In an effort to improve safety and health, including elimination of the presence and influence of illegal substances and alcohol from the workplace, all bargaining unit members who possess alcohol or drugs on the job site, except for medication prescribed by the employee's physician or over the counter medication, and employees under the influence of alcohol and/or drugs during working hours shall be subject to disciplinary action, up to and including discharge, in accordance with the rules and regulations as established by the Employer.

All bargaining unit members shall be subject to ongoing drug and alcohol screening tests. These chemical tests may be at random or may be implemented individually based upon the Employer's reasonable suspicion that an employee is under the influence of drugs and/or alcohol during working hours. All random testing shall be done on a designated group or on a bargaining unit wide basis. All drug and/or alcohol screening tests shall be conducted by a physician or health care professional. Such testing shall be in accordance with accepted standards of conduct within the medical industry.

ARTICLE XXI - MISCELLANEOUS

SECTION A: **SUPPLEMENTAL AGREEMENTS**

This Agreement incorporates the entire understanding of the parties on all issues which are or could have been the subject of negotiations and shall constitute the full and complete commitments between both parties. During the term of this Agreement, the parties may mutually agree to enter into supplemental agreements which must be reduced to writing and signed by the parties hereto to be valid.

SECTION B: **INCONSISTENT TERMS**

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

SECTION C: **SAVINGS CLAUSE**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

SECTION D: **RENEGOTIATING MASTER AGREEMENT**

Sixty (60) days prior to the expiration of this Agreement, or at such other time as may be established by law, either party may initiate negotiations over a successor Agreement. Such negotiations will include but not be limited to, the subjects covered by this Agreement. Any Agreement so negotiated will apply to all bargaining unit personnel and will be reduced to writing and signed by the Board and the Association.

Wage reopener negotiations for the 2024-2025 school year may occur upon request of either party. During negotiations for a successor agreement, the Board’s costs for any form of compensation shall not increase.

SECTION E: **EMERGENCY MANAGER**

If an emergency manager is appointed under the Local Financial Stability and Choice Act, he/she is authorized to reject, modify, or terminate this collective bargaining agreement as provided in the Local Financial Stability and Choice Act. (2012 Public Act 436).

ARTICLE XXII - DURATION

THIS AGREEMENT supersedes all previous agreements between the parties and shall become effective as of the ratification of this agreement by both parties, and shall remain in effect until June 30, 2028.

BENTON HARBOR AREA SCHOOLS

Dashuna Robinson
Dashuna Robinson (Sep 16, 2025 16:33:00 EDT)

09/16/2025

Dashuna Robinson, President, BHAS Board of Education **Date**

Dr. Simone Griffin
Dr. Simone Griffin (Oct 14, 2025 15:04:37 EDT)

09/16/2025

Dr. Simone Griffin, Superintendent, Benton Harbor Area Schools **Date**

BENTON HARBOR EDUCATION ASSOCIATION

Brenda Terrell
Brenda Terrell (Sep 16, 2025 17:04:09 EDT)

09/16/2025

Brenda Terrell, President, Benton Harbor Education Association **Date**

Mark Hoffman

9/16/2025

Mark Hoffman, UniServ Director, Michigan Education Association **Date**

APPENDIX A
SALARY
SCHEDULE

SECTION 1: Salary schedule is as follows for 2025-2026, 2026-2027 and 2027-2028

2025-2026: Eligible employees will advance one step; schedule reflects 3% increase.
2026-2027: Eligible employees will advance one step; schedule reflects 3% increase.
2027-2028: Eligible employees will advance one step; schedule reflects 3% increase.
Wage increases for 2025-2026 will take effect as of July 1, 2025.

2025-2026		
STEP	BA	MA
0	44,725	48,568
1	45,728	49,849
2	46,730	51,130
3	47,732	52,412
4	48,735	53,692
5	49,738	54,973
6	50,684	56,254
7	51,743	57,535
8	52,745	58,816
9	53,747	60,097
10	54,751	61,657
11	55,753	63,216
12	56,755	64,776
13	57,758	66,335
14	58,760	67,895
15	59,763	69,455
16	60,766	71,014
17	61,768	72,574
18	62,771	74,133
19	63,773	75,693
20	64,776	77,252
21	65,779	78,811
22	66,781	80,482
23	67,783	82,042
24	68,786	83,602
25	69,789	85,161

2026-2027		
STEP	BA	MA
0	46,066	50,025
1	47,100	51,344
2	48,132	52,664
3	49,164	53,984
4	50,198	55,303
5	51,230	56,622
6	52,205	57,942
7	53,295	59,261
8	54,328	60,581
9	55,360	61,900
10	56,393	63,507
11	57,425	65,113
12	58,458	66,719
13	59,491	68,325
14	60,523	69,931
15	61,556	71,539
16	62,589	73,145
17	63,621	74,751
18	64,654	76,357
19	65,687	77,963
20	66,719	79,570
21	67,752	81,176
22	68,785	82,897
23	69,817	84,503
24	70,850	86,110
25	71,882	87,716

2027-2028		
STEP	BA	MA
0	47,448	51,525
1	48,513	52,885
2	49,576	54,244
3	50,639	55,603
4	51,703	56,962
5	52,767	58,321
6	53,771	59,680
7	54,894	61,039
8	55,957	62,398
9	57,021	63,757
10	58,085	65,412
11	59,148	67,066
12	60,211	68,721
13	61,276	70,375
14	62,339	72,029
15	63,402	73,685
16	64,467	75,339
17	65,530	76,994
18	66,594	78,648
19	67,657	80,302
20	68,721	81,957
21	69,785	83,611
22	70,848	85,384
23	71,911	87,038
24	72,976	88,693
25	74,039	90,348

SECTION 2: Placement on the salary scale may, at the discretion of the Superintendent, be given for appropriate out-of-district professional experience or for advanced degrees.

SECTION 3: The salary schedule set forth in Section 1 of this **Appendix A** shall be the basic remuneration for the 185 full-time scheduled working days which compose the contractual work year. The contractual work year shall begin on the first scheduled working day for staff at the start of the regular school year as established in the school calendar.

APPENDIX B
EXTRA DUTY AND OTHER COMPENSATION

(Percentage of B.A. base salary use the following table)	Years of Experience 0-2	3-5	6-8	9-10

OTHER – NON-ATHLETIC

Guidance Coordinator – High School	10	11	12	13
Guidance Personnel (two extra weeks)	6	7	8	9
Dramatic Advisor – High School	6	7	8	9
Yearbook Advisor – High School	9	10	11	12
Student Council and Class Advisor				
High School	5	6	7	8
Grades 7/8	4	5	6	7
Instrumental Music				
High School	12	13	14	15
Assistant	8	9	10	11
Pom Pom Advisor	5	6	7	8
Vocal Music – High School	11	12	13	14
School Paper – High School	6	7	8	9
Debate – High School	6	7	8	9

Extra Curricula Programs (per hour)	$40.00
All Other Extra Duty (per hour)	$40.00
Extra Duty pay is understood to include any assigned and/or approved extra duties performed by bargaining unit employees outside of contractual work hours.	

No teacher shall become tenured in any extra duty assignment. No teacher shall report to any extra duty assignment unless pre-approved by the Superintendent or his/her designee.

Extra pay duty programs may be canceled by the appropriate administrator due to lack of participants and/or District budgetary limitations. If an extra duty program is canceled while in progress, the affected teacher(s) shall be paid on a pro-rata basis.

A list/log of extra duty options (i.e., professional development, weekend conferences) will be developed/maintained by the District and Association as soon as possible so that bargaining unit members are aware of the opportunities for additional learning. The list will be updated as regularly as possible and shared with the Association.

APPENDIX C
GRIEVANCE REPORT FORM

Grievance No. ____

Benton Harbor Area Schools District

GRIEVANCE REPORT

Distribution of Form:
1. Principal/Administrator
2. Superintendent/CHRO
3. Association President
4. Association Grievance Chairperson
5. Teacher

Submit to Principal in Duplicate.

Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance: _____

_____

_____

_____

_____

_____

C. Contractual Violations: _____

_____

_____

D. Relief Sought: _____

_____

_____

_____ _____

Signature Date

BHAS
BENTON HARBOR AREA SCHOOLS

2025-2026 calendar

August 2025

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

18 - 21 District Training
19 DPPD #1
22 Teacher Work Day
25 Student first day / 1/2 day
29 No School

September 2025

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1 No School
12 DPPD #2 (SEBH)
24 Early Release PLC/Data/EWIMS

October 2025

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1 Count Day
10 County-Wide DPPD (DPPD #3)
27 End MP1
29 Early Release PLC/Data/EWIMS

November 2025

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

4 P/T Conferences, Students Async
11 No Students, DPPD #4 (SEBH)
26 - 28 Thanksgiving Break

December 2025

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

10 Early Release PLC/Data/EWIMS
22 - 2 Winter Break

January 2026

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

22 - 2 Winter Break
15 Half day
16 Half Day End MP2/S1
15/16 Half Days; Teacher Records
19 MLK No School

February 2026

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

4 Early Release PLC/Data/EWIMS
11 Count Day
16 No School
23 No Students, DPPD #5

March 2026

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

23 End MP 3
25 Early Release PLC/Data/EWIMS
27 P/T Conferences, Students Async
30 - 3 Spring Break

April 2026

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

30 - 3 Spring Break (Good Friday, 4/3)

May 2026

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

20 Early Release PLC/Data/EWIMS

June 2026

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

2 Half Day
3 Half Day End MP4/S2
3/4 Half Days; Teacher Records
School ends June 3rd
5 Graduation

July 2026

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Board Approved:

**Calendar subject to change as necessary to comply with state law and approved by the Calendar Committee.

BHAS-BHEA CBA 2025-2028 - CLEAN

Final Audit Report 2025-10-14

Created:	2025-09-16
By:	Mark Hoffman (mhoffman@mea.org)
Status:	Signed
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