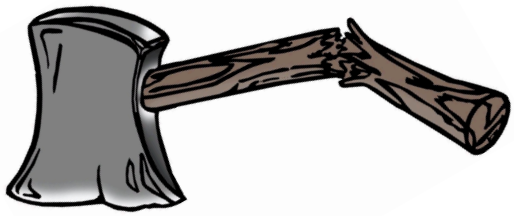
MASTER AGREEMENT

BETWEEN

THE BAD AXE BOARD OF EDUCATION

AND

THE BAD AXE EDUCATION ASSOCIATION



2025-2028

BAD AXE SCHOOL DISTRICT

BAD AXE, MICHIGAN

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

AGREEMENT

This Agreement is made and entered into this 1st day of July 2025, by and between the Board of Education of the Bad Axe Public Schools District, Bad Axe, Michigan, hereinafter called the "Board" and the Bad Axe Education Association, hereinafter called the "Association" pursuant to Act 379 of the Michigan Public Acts of 1965. Wherever “Board of Education” or “Superintendent” is used, it shall mean “or designee.”

ARTICLE I - RECOGNITION

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

ARTICLE II - DEFINITIONS

A. Wherever the term "Board" is used, it shall mean the Bad Axe School District, its Board of Education, and shall include its designee upon whom the Board has conferred authority to act in its place and stead.

B. Wherever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his/her designee upon whom the Superintendent has conferred authority to act in his/her place and stead.

C. Wherever the term "this Agreement" is used, it shall mean the Agreement itself, together with all Appendices incorporated therein by reference.

D. Wherever the term "Association" is used, it shall mean the Bad Axe Education Association/MEA/NEA, and shall include its designee(s) upon whom the Association has conferred authority to act in its place and stead.

E. The term "teachers", when used in this Agreement, shall mean those employees as set forth in the recognition article either individually or as a group.

F. The term “universal leave day” shall encompass past, present, or future terms related to various definitions of leave (i.e. sick, business, personal).

G. Wherever the term “non-eligible teacher” is used, it shall mean those teachers that are no longer part of the Twelve (12)-Step Salary Schedule.

H. Wherever the term “Teacher Directed Advanced Studies” is used, it shall mean a teacher certified and highly qualified to teach an additional class beyond his/her regular teaching assignment.

I. Whenever the term “virtual learning” is used, it shall mean a learning experience that is enhanced through utilizing computers and/or the internet. This instruction shall occur asynchronously from traditional class instruction.

ARTICLE III - GRIEVANCE PROCEDURE

(See Appendix G for the form and simplified version of procedures.)

A. Definitions

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

B. Procedure

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

Step 2. If the complaint has not been satisfactorily resolved, the aggrieved person may file a written complaint with the principal within ten (10) calendar days of the completion of Step 1. The principal will meet with the aggrieved person and, if requested, a representative of the Association within ten (10) calendar days of receipt of the grievance. If the written complaint is received during the summer vacation period the principal will have twenty (20) calendar days to meet with the aggrieved person. The principal shall submit a written decision, with reasons, to the aggrieved person within ten (10) calendar days following the meeting. If the grievance is during the summer, the principal will have fifteen (15) calendar days to submit the written decision.

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

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

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

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

C. Miscellaneous Provisions

a. A grievance may be withdrawn by the aggrieved person or the Association at any time without prejudice to either party.

b. No reprisals shall be made against the aggrieved person(s) or the Association representative(s).

c. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time specified may, however, be extended by mutual agreement.

d. In the event a grievance arises from the action of the Superintendent or the Board, or involves more than one school, the aggrieved person or Association representative will discuss the matter informally with the superintendent within ten (10) days of the claimed violation. If the response of the Superintendent is unsatisfactory, the grievance will be reduced to writing and processed commencing with Step 4 of the grievance procedure.

e. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

D. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her right hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he/she presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

ARTICLE IV - RIGHTS OF THE BOARD

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including but without limiting, the generality of the foregoing, the right:

   a. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees specifically related to the job.

   b. To hire all employees; and, subject to the provisions of law, determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees.

   c. To establish grades and courses of instructions, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.

   d. To decide the course of study and the selection of textbooks.

   e. To determine class schedules, and the duties, responsibilities, and assignments of teachers with respect thereto.

B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE V - RIGHTS OF THE ASSOCIATION

A. The Association may use the school mail service and teacher mailboxes for the distribution of Association materials. All items so distributed are to carry the title or letterhead of the Association. The Association assumes full responsibility and legal liability for the information it distributes. The allowance to distribute the literature does not imply agreement upon the part of the Board as to content or validity.

B. The Association shall have the right to post notices of its activities and matters of Association concern on teachers' bulletin boards in the teachers' lounges. All items so posted are to carry the title or letterhead of the Association.

C. The Board will make available information to the Association to which it is legally entitled. This information includes but is not limited to information needed by the Association to process a grievance and prepare for negotiations. The Board of Education, however, is not required to do any research or incur any cost on behalf of the Association.

D. The Association shall be allowed a maximum of fifteen (15) days per year of released time for Association business. The request must be made seven (7) days in advance on

the Miscellaneous Leave Form. The Association shall reimburse the School District for the cost of (a) substitute teacher(s) and the employee's retirement after twelve (12) days.

E. The Association, with permission of the building principal, shall have the right to use school equipment, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall inform the Superintendent of Schools in writing at the end of each month of all materials and supplies used during that month by the Association.

F. The Association will request, on a form available from the Board, the use of the school building for meetings of the local Association. The Board agrees to approve all reasonable requests submitted at least twenty-four (24) hours in advance of the meeting, and will charge the normal rental fee for said room.

ARTICLE VI - RIGHTS OF THE TEACHER

A. Monitoring

1. Closed circuit television, public address, audio or visual systems and similar devices shall be used only with the full agreement of the teacher. There shall be no monitoring/recording of the lounges and classrooms.
2. If a teacher agrees to being recorded, it will be erased after review and discussion with the supervisor. It is expressly understood that recordings are to be used in assisting the improvement in the teacher's performance and will not be used as evidence in any disciplinary/dismissal proceedings**.**
3. Evaluations must be done in person through in person observations.

B. Teacher Protection of Responsibilities

1. Teachers shall not be required to transport students.
2. The Board will provide protection under a liability policy to teachers when they are authorized in writing to drive their own autos to transport students. The policy will supplement the present insurance of the teacher for property damage up to fifty thousand dollars ($50,000) per accident and for bodily injury liability up to one million dollars ($1,000,000) per accident, subject to normal exclusions.
3. Each teacher is free to join and participate in the activities of the teacher's organization of his/her choice.
4. Teachers shall not be required to sell tickets or take tickets at any school-sponsored event.
5. Sponsorship of clubs, organizations, and all other activities shall be voluntary.
6. A teacher shall have the right to review the contents of his/her personnel file. The teacher may have a representative of the Association accompany him/her at such review. Nothing contained in a teacher's file may be used in an adverse manner against such teacher without the teacher's knowledge. Copies of reprimands placed in the teacher's file shall be given to the teacher. All copies shall be signed by the teacher and the administrator before being placed into said file. A teacher's signature indicates knowledge of reprimand and does not constitute agreement of said reprimand.
7. The assignment of mentoring non-tenured teachers shall be voluntary.

8. Teachers will not perform any personal student hygiene duties where private areas of the students are exposed. Additionally, teachers are not expected to manage or administer medical treatments without the presence of a second staff member.

C. Discipline

1. The Union will follow board policy for discipline.

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

ARTICLE VII - SUPPORT OF TEACHERS

A. The Board of Education has established a framework of policy within which schools operate. Teachers are required and expected to take appropriate action with pupils to maintain good discipline and pupil control as provided in Board policy. Teachers will receive full support from administrators and the Board of Education in properly discharging these duties.

B. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by law. (Board policy JGA)

C. The Board will provide protection to teachers under a liability policy, which will cover legal costs and judgments in case a teacher is sued for occurrences in connection with his/her duties, subject to normal exclusions appearing in such policies. The insurance will provide one million dollar ($1,000,000) coverage for a single occurrence.

D. A teacher who is injured in the line of duty shall receive compensation and expenses as prescribed by the Worker's Compensation Law of the State. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed his/her sick leave reserve. Such reserve shall be charged only for that portion in excess of the compensation payment.

E. In the event that a teacher is injured in the line of duty due to actions by a student, the teacher is to follow the district's injury protocol seeking medical treatment at McLaren Medical Center. A verbal notification shall be made to the principal and/or direct supervisors. If the teacher does not meet workman's compensation criteria, the district will cover up to the first two days of work days missed if needed based on doctor's recommendation. A copy of the medical recommendation shall be provided to the board office.

ARTICLE VIII - CERTIFICATION OF TEACHERS

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

ARTICLE IX - ASSIGNMENT OF TEACHERS

A. Department Definitions:

a. Art K-12

b. Music K-12
c. Library K-12
d. Physical Education K-12
e. Special Education (Governed by Certificate)
f. Elementary K-6 and individual grade levels
g. Secondary 7-12 by subject area

B. Itinerant Teachers

a. Itinerant teachers are those who work in more than one (1) school.

b. Itinerant teachers are regular members of the teaching staff and have all rights and privileges to which all teachers are entitled, as well as the provisions of this Agreement.

c. An itinerant teacher is responsible to the building principal during the time the teacher is on duty in the building.

d. Teachers who are given teaching assignments between two or more buildings shall be paid an annual travel allowance of three hundred fifty dollars ($350.00) for each trip made. The payment will be given at the end of the school year. It is the responsibility of the teacher to complete a reimbursement form for the travel payment. The form must be submitted to the Board Office no later than May 31, of that school year.

i. Example of trip:

1. A teacher starts their day at the elementary school (or any other building) and travels to the middle school (or any other building). The teacher remains at the middle school the remainder of the day. This is one travel, three hundred fifty dollars ($350.00) payment.

2. A teacher starts their day at the elementary school (or any other building) and travels to the middle school (or any other building). The teacher then travels back to the elementary school (or any other building). This is two travels, seven hundred dollar ($700.00) payment

e. Teachers that are teaching in more than one building and agree to have a shortened lunch or prep period will receive two thousand dollars ($2,000.00) for the school year. The two thousand dollars ($2,000.00) will be prorated if the teacher's schedule changes. Pays distributed ½ ($1,000.00) on the first pay in December and ½ ($1,000.00) and half on the first pay in June of said contract year.

f.

g. Teachers that have a split assignment between secondary buildings (buildings that contain grades categorized as non-elementary) will be considered full time if they teach at least five (5) of seven (7) periods.

h.

C. Teachers will not be assigned to more than two (2) after-school committees without consent of the teacher.

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

E. Schedule B Assignments

a. Assignments in addition to the normal teaching schedule shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the District.

b. Following the conclusion of an activity, it shall be the responsibility of the assigned administrator to evaluate and review the activity no later than sixty (60) days following its conclusion or June 30 of the school year. The conclusion of the activity will be determined to be when all events and procedures relating to an activity are completed in accordance with administrative guidelines.

c. An individual who wishes to be considered for extra-curricular assignments may apply for the assignment.

d. If the Board decides to suspend an activity to which a teacher has been assigned, all existing contracts for the activity will be void. Failure to appoint or to re-appoint a bargaining unit member shall not be the subject of any grievance.

F. Teacher-Directed Advanced Studies (TDAS)

a. Certified staff may teach TDAS courses for which they are highly qualified and trained in addition to their regular teaching assignment, pending Board approval and agreed upon by both parties.

b. Teaching a TDAS course lasting one semester, in addition to a teacher's regular teaching assignment, will be compensated as follows:

i. Students 1-6=$550
ii. Students 7-12=$75.00 additional per student
iii. Students 13+= $100.00 additional per student
iv.

c. The number of students enrolled in each TDAS course shall be capped at twelve (12) students unless additional students are approved by the online teacher.

d. With the mutual consent of the administration and the teacher involved, the TDAS course may be taught as one of the teacher's regular class period teaching assignments. In this instance, no additional compensation will be paid to the teacher above his/her normal salary.

ARTICLE X - TEACHER'S DAY

A. The Board of Education has the right, except as provided below, to schedule classes, determine their length and content, and assign teacher's duties within a seven and one-half (7 1/2) hour day.

B. Teacher's Day Defined

a. The yearly instructional hours and days shall match the most recent State of Michigan requirements.

b. The teacher work day shall be from 7:55 a.m. to 3:25 p.m.

c. Teachers shall not be required to teach more than three hundred thirty (330) minutes of active classroom instruction per day.

d. Teachers shall have a thirty (30) minute duty free lunch period.

e. All secondary teachers shall have one (1) regular class period of preparation time in addition to their thirty (30) minute duty free lunch period during a full day of instruction. All class periods and preparation time will be of equal length in time (within 1-3 minute variance). All elementary and elementary specials teachers shall have two hundred seventy-five (275) minutes per week during a full week of instruction (Mon.-Fri.) of preparation time including at least one thirty (30) minute block of planning time per day during the student day in addition to their thirty (30) minute duty free lunch.

f. Secondary teacher/Elementary teacher is defined by where the majority of their day is spent. All other time during the workday shall be subject to Article IV. Supervision of students will be limited to an average of forty-five (45) minutes per day, not to exceed fifty-five (55) minutes per day.

g. A teacher who teaches at the secondary level shall not teach more than six (6) of seven (7) regular class periods. Any periods beyond six (6) out of seven (7) will be supported only with no targeted curriculum. The classes shall not be less than fifty (50) minutes nor more than fifty-five (55) minutes in length. All class periods and prep time will be of equal length and time (within 1-3 minute variance).

h. Special Education teachers may request released time for peak periods to assist with IEPs and other special education needs. The Board recognizes this may necessitate providing a substitute for said instructor when the principal and teacher identify such need may exist.

C. The Board shall comply with all requirements of the State Aid Act or other applicable statutes in order to fulfill the hour and day requirements for pupil instruction.

ARTICLE XI - TEACHERS' MEETINGS

A. The period immediately after school on Wednesdays shall be reserved for regular building, inter-school departmental, and staff meetings. At least twenty-four (24) hours in advance notice will be given.

B. Principals shall schedule committee and departmental meetings at their discretion but shall avoid the last workday of any week. Except in case of emergency, a notice will be given at least twenty-four (24) hours in advance. Departments shall be defined as follows:

Art K-12
Music K-12
Library K-12
Physical Education K-12
Special Education (Governed by Certificate)
Elementary K-6 and individual grade levels
Secondary 7-12 by subject area

C. Teachers shall attend all regularly scheduled building, inter-school departmental, and staff meetings. Attendance at said meetings shall become voluntary after one (1) hour. Each teacher shall be scheduled to attend no more than two (2) meetings per week. In cases where a teacher may be scheduled to attend more than two (2) of said meetings in any week, the teacher shall contact his/her principal to determine which meeting shall be with voluntary attendance.

ARTICLE XII - TEACHING CONDITIONS

A. Class Size

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

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

ii. The number of students stated in the elementary class sizes below shall not exceed a maximum of twenty-eight (28) for grades Kindergarten-Second (K-2) and thirty (30) for grades Third-Sixth (3-6).

iii. Elementary

Kindergarten-First Grade	24
Second-Third Grade	25
Fourth- Sixth Grade	26
First - Sixth Grade Split Classroom	21
Physical Education	35
Music/Art/Computers	Same as Grade Level

(unless higher number is requested or approved by the teacher)

iv. Secondary

English	24	General Business	28
Social Studies	28	Accounting	24
Science	28	Mathematics	28
Language	24	ARt	24
Speech	24	*Physical Education	40
Computers	24	Vocational Ag.	24
(A separate workstation must be provided for each student)		Industrial Tec.	24
		Vocal Music	45
		(Unless a higher number is requested or approved by the teacher)	

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

b. It is agreed by the parties that the above class numbers shall not be applicable to those instances involving certain innovative and/or experimental programs or large-group instruction. Such class numbers will not apply for other special grouping arrangements which may be agreed to by the staff and principal.

c. In the event that the class size limits in section A of Article XII are exceeded, the teacher(s) involved shall be compensated for the overload on a basis of average daily overload. Compensation shall be the default relief. If and when the average overload ceases to exist, payment shall stop. Payout will occur at the end of each marking period.
    i. Elementary classroom teachers (K-6) shall receive $10.00 per day per student for 1-2 students over the contract number. If the number of students exceeds the number by 3-5 students (as applicable per contract number), the teacher shall receive $11.00 per day per student.
    ii. Secondary teachers (7-12) shall receive $1.85 per class period for each student according to contract.
    iii. Special Education teachers will receive $4.00 per day per student over the state guidelines.

d. The district identifies a split classroom as a classroom made up of two different grades of students whose core academic instruction is provided by one teacher in grades first through sixth. In the event that a split classroom is necessary within First-Sixth Grade:
    i. First consideration should be given to current staff on a volunteer basis.
    ii. The school district agrees to a stipend of $3,500 for the entire school year for general education teachers assigned to split classrooms.

B. When an IEP is held concerning a student's program and placement for the ensuing year, the following procedure will be followed:
    a. Whenever possible, the student's regular classroom teacher for the coming school year should be identified by the supervising principal.

b. If possible, that teacher should be present and be actively involved in the basic content of that student's educational plan.
c. If it is not possible to identify said teacher, at least one teacher of the new grade level will be involved in the planning.

C. The Board shall provide a teacher reference library in each school in the District and include therein all texts which are reasonably requested by the teachers of the school.

D. The Board agrees to make available in each school typing, duplicating facilities, and clerical personnel to aid teachers in the preparation of instructional materials.

E. The Board shall make available in each school building at least one (1) room furnished which shall be reserved for use as a faculty lounge. Provisions for such facilities will be made in all school buildings constructed during the term of this contract.

F. Off-street parking facilities shall be provided for all teachers' use.

G. In any instance where weather or other disaster causes the cancellation of classes in the entire District, the teachers likewise shall be dismissed without deductions of salary or leave time. Where classes are canceled in an individual school after school has started, the teachers may be assigned responsibilities in the area of in-service activities (i.e., visits to other schools, department meetings, curriculum meetings, etc.). Where classes are canceled in an individual school for the entire day, teachers who work exclusively in that building will not be required to report to work, but may be required to make up the day per school code. Itinerant teachers who work in the building will report only for the times they work in the other building. If the school code requires time to be made up, itinerant teachers will be responsible to make up the time. A teacher shall not be required to be in a classroom if the temperature cannot be held at or above 60°F.

H. Teachers who attend graduation at Bad Axe High School will not be required to remain on campus during the last half-day of school. Designated seating will be arranged for those in attendance.

ARTICLE XIII - NOTICE OF ABSENCE

A. Teachers will be informed of the telephone numbers or websites of the current substitute management provider they may contact prior to 6:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it will be the responsibility of the administration to arrange for a substitute teacher.

B. The administration shall have the discretion to deny leave with pay if the teacher fails to give proper notice and in accordance with ESTA (Earned Sick Time Act)..

C. It shall be the responsibility of the teacher to have lesson plans to aid the substitute teachers.

ARTICLE XIV - PROFESSIONAL IMPROVEMENT

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

i. evaluates the employee's job performance in a year-end evaluation, while providing timely and constructive feedback. Tenure teachers rated highly effective or, as of July 1, 2024, effective on the three (3) most recent consecutive year-end evaluations may be evaluated every other year or, as of July 1, 2024, every third year, at the District's discretion.
ii. establishes clear approaches to measuring student growth and provides professional staff with relevant data on student growth
iii. evaluates an employee's job performance, using rating categories of effective, developing, and needing support which take into account student growth and assessment data or student learning objectives. Twenty percent (20%) of the year-end evaluation must be based on student growth and assessment data or student learning objectives metrics.

b. Evaluations must also comply with the following:
   i. The portion of a teacher's year-end evaluation that is not based on student growth and assessment data or student learning objective metrics shall be based primarily on a teacher's performance as measured by the District.
   ii. The portion of a teacher's evaluation that is not measured using student growth and assessment data or student learning objectives metrics, or using the evaluation tool developed or adopted by the District, must be based on objective criteria.
   iii. Evaluations and feedback concerning the evaluation must be provided in writing to the teacher by the last teacher workday of the school year; if a written evaluation is not provided, the teacher is deemed effective.
c. The use of evaluations, at a minimum, to inform decisions regarding all of the following:
   i. the effectiveness of employees, so that they are given ample opportunities for improvement.
   ii. development of employees, including providing relevant coaching, instruction support, or professional development
   iii. whether to grant tenure or full certification, or both, to employees, using rigorous standards and streamlined, transparent, and fair procedures
   iv. removing ineffective tenured and untenured employees after they have had ample opportunities to improve, and providing that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures
d. Provides a mid-year progress report for every teacher who is in the first year of probation or has received a rating of needing support or developing on the most recent year-end evaluation. The mid-year report shall supplement and not replace the year-end evaluation. The mid-year report shall be aligned with the teacher's individualized development plan; include specific performance goals and any recommended training for the remainder of the school year, as well as a

written improvement plan developed in consultation with the teacher that incorporates the goals and training.

e. Includes classroom observations in accordance with the following:
    i. must include review of the lesson plan, State curriculum standards being taught, and student engagement in the lesson
    ii. must include multiple observations unless the teacher has received an effective or higher rating on the last two (2) year-end evaluations
    iii. observations need not be for an entire class period but must not be less than fifteen (15) minutes
    iv. one (1) observation may be unscheduled
    v. the District shall ensure that, within thirty (30) calendar days after each observation, the teacher is provided with written feedback from the observation

B. Visiting Day
    a. The Superintendent is empowered to grant one (1) visiting day per year to any teacher.
    b. Teachers may request a visiting day. Recommendation for granting the visiting day will be made by the school principal.

C. Professional Conference
    a. Monies will be budgeted annually to reimburse teachers for the costs of transportation, lodging, meals, and substitutes while attending professional conferences.
    b. Approvals of conference attendance shall be based on the expected contributions of such attendance to (a) the program of instructional development of the district and (b) the professional growth of the person.
    c. Teachers may request approval for conference attendance. The decisions on requests will be made by the Superintendent.

D. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences, and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

E. Planning for professional development programs or curriculum days will be done in conjunction with the Association. Two (2) teachers from each building, appointed by the Association President, will serve on a committee with four (4) administrators designated by the Superintendent. The committee will identify those areas which will be most beneficial to facilitate the instructional delivery process through professional development. Such programs will also be developed and implemented to familiarize professional staff with Public Act 25 components.

ARTICLE XV - WORK YEAR

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

ARTICLE XVI - PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

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

B. The Association must permit all eligible employees to join the Association.

C. The Association must allow membership on an equal basis; full participation must be on an equal basis.

D. The Association cannot deny an employee membership or the right to pay the service charge if he/she has tendered or offered to pay.

ARTICLE XVII- UNPAID LEAVES OF ABSENCE

A. Military Service Leaves

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

B. Service in Public Office Leaves

Leaves of absence without pay for the purpose of campaigning for or serving in public office may be granted up to one (1) year renewable at the discretion of the Board when requested by the tenured teacher. The leaves shall be for a period of not less than one (1) semester nor more than three (3) years.

C. Public Service Leave

The Board may grant a leave of absence up to two (2) years without pay to any teacher who requests it to serve in the Peace Corps or any other educational public service. After returning from such leave, the teacher will be granted full increment credit for the time spent in such service.

D. Sabbatical Leave

Sabbatical leave of absence without pay shall be granted, on request, for one (1) year to a tenured teacher. This leave shall be subject to the laws of the state of Michigan and shall be without payment of fringe benefits. After returning from such leave, teacher's accumulated sick leave days will be reinstated. Not more than two (2) staff members shall be granted sabbatical leave during the same school year and priority shall be determined by the date of the request for said leave.

E. Child Care Leave

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

F. Miscellaneous Leaves

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

G. Family & Medical Leave

1. A leave of absence not to exceed twelve (12) weeks shall be granted to any bargaining unit member for any of the following purposes:
   a) the birth, or placement for adoption or foster care, of a child
   b) a serious health condition of a family member
   c) the bargaining unit member’s own serious health condition
   d) the care of a child under age 18
   e) other reasons provided under the act
2. Whenever practicable, the bargaining unit member will provide the Employer at least thirty (30) calendar days written notice of the request for the leave. The request will include the reason for the leave, the expected beginning date and the

expected ending date. The bargaining unit member will use any available paid sick and personal leave days during the leave, except he/she may retain up to two (2) days in the individual's sick leave bank.

3. A Family and Medical Leave may be taken on an intermittent basis following discussion with the Superintendent and with the written agreement of the Superintendent.
4. The Employer shall continue all health insurance benefits during a Family and Medical Leave. If the employee fails to return to work from FMLA on his/her own volition the employee shall reimburse the cost of the health insurance premiums paid by the employee.
5. For the purpose of a Family and Medical Leave, a child is defined as the biological, adopted, foster child, step-child, legal ward, or individual under 18 for whom the bargaining unit member serves in *loco parentis*. A family member is defined as a child, spouse, parent, parent-in-law, step-parent, grandparent, or an individual over 18 who is incapable of self-care because of a physical or mental disability for whom the bargaining unit member stands in loco parentis.
6. A pregnant bargaining unit member may commence Family and Medical Leave pursuant to this Article before or after the birth of her/his child at his/her option.
7. Whenever the Board requests medical verification from the bargaining unit member, he/she shall provide it as soon as possible.

ARTICLE XVIII - PAID LEAVES OF ABSENCE

A. Universal Leave

Thirteen (13) days per year universal leave is granted. Universal leave days may be used for any purpose at the discretion of the teacher. Universal leave days are cumulative. Unused universal leave in excess of ninety (90) days shall be returned to the teacher at the end of the current school year on the basis of sixty-five ($65) per day. A teacher retiring under MPSERS from the Bad Axe School District will receive a one-time payout of twenty dollars ($20) per day for any remaining universal leave credited to the teacher on the last day of employment, unless the teacher notifies the Board prior to February 15 of the year the teacher retires in which case the payout for remaining universal leave days will be sixty ($60) per day. A teacher who has not submitted a letter of retirement by February 15 of the year in which the retirement would be effective but experiences a serious medical situation which makes him/her unable to perform his/her job between February 15 and prior to the start of the following school year shall be eligible for the sixty dollars ($60) per day upon written verification by a licensed medical practitioner who is certified and qualified to render said medical evaluation.

a. A leave day shall not be granted for the first and last scheduled student day of the school year unless the school calendar has been extended by more than three (3) days to meet state instructional days and hours requirement.
b. Not more than six (6) teachers may be granted leave for the same days excluding personal or family illness. The date a leave request is received in the

Superintendent's office shall determine priority for leave with pay. Additional teachers may be granted leave under this provision at the discretion of the superintendent.

c. Unused universal leave days in excess of ninety (90) days shall be returned to the teacher at the end of the current school year on the basis of sixty-five dollars ($65) per day for any remaining sick leave credited to the teacher on the last day of employment.
d. Requested Universal Days will be limited to three (3) consecutive days used.
e. Universal leave days shall not be used the day prior to or the day after a scheduled extended break or vacation, including Thanksgiving, Christmas, Winter/President's Day, or Spring Break. Requests to use a universal personal/business leave day on one of the above-mentioned days must be in writing and approved by the Superintendent prior to the date requested. Unforeseen circumstances will be handled on a case-by-case manner, which will not establish precedence.
f. A universal day on a scheduled Professional Development Day shall only be used in case of illness. The Superintendent has the right to request a doctor's note in the event of an illness on the day. Unforeseen circumstances will be handled on a case-by-case manner which will not establish precedence.
g. At the beginning of every work year, July 1 - June 30, bargaining unit members will be credited with the following sick leave days. The District will frontload 13 days, 72 hours of the provided days will qualify as earned sick time (prorated for a part-time employee). If an employee is hired during the benefit year, they shall be frontloaded a prorated portion of work days.

B. Sick Bank
   a. The BAEA will control the parameters of the sick bank.
   b. BAEA will inform the Board of leave days which have been credited to teachers.
   c. The business office will be responsible for crediting the teacher's account.

C. Emergency Leave - Death in Family
   a. Teachers will be granted up to five (5) days leave for a death in the immediate family, which includes father, mother, spouse, step-parent, or child of the employee. This leave will be non-cumulative. Teachers will be granted three (3) days leave for a sibling, a brother-in-law, sister-in-law, and grandchildren. One (1) day leave will be granted for grandparents, aunts, uncles, nieces, nephews, or for such others as may be approved by the Superintendent of Schools. This may be extended at the discretion of the Superintendent.

A. Jury Duty Leaves

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

B. Leaves Resulting From A Court Subpoena

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

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

ARTICLE XIX - PROFESSIONAL COMPENSATION

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

1. Teachers may be given up to twelve (12) years credit on the Salary Schedule for previous teaching experience, which may include four (4) years of related non-teaching experience at the discretion of the Superintendent. This credit may only be given upon initial employment and is not retroactive. This section shall not be subject to grievance.

2. Teachers who were employed under contract by the Bad Axe Public School District or another school district on a part-time basis and taught at least one-half (1/2) the normal teaching load during the full school year shall receive credit for one (1) year of teaching on the salary schedule. Teachers requesting credit under this provision shall furnish written proof of past employment. This section shall not be applied to present employees in a manner that would reduce experience previously accepted and recognized by the Board of Education in placing them on the Salary Schedule.

3. Teachers who were employed under contract by the Bad Axe Public School District or by another school district on a full-time basis and taught one (1) semester or more during the school year shall receive credit for one (1) year of teaching on the Salary Schedule. Teachers requesting credit under this provision shall furnish written proof of past employment. This section shall not be applied to present employees in a manner that would reduce experience previously accepted and recognized by the Board in placing them on the Salary Schedule.

4. One (1) or two (2) years of teaching experience shall be allowed for one (1) or two (2) years of service in the armed services. Military experience of less than one (1) year or more than two (2) years will not receive experience credit.

B. The hours beyond the bachelor's or master's degree shall be construed as semester hours of credit earned from an accredited institution by North Central Association after having completed requirements for the respective degree and having valid provisional or life certification from the State Board of Education. Hours completed on/or prior to September 1 shall receive credit in the current year. Hours completed after September 1 shall receive credit in the next contract year. It shall be the responsibility of the teacher to submit proof of his/her hours by November 1. The hours may be either graduate or undergraduate and may have been earned prior or subsequent to employment by the Board. Such hours must average a B or better. Undergraduate hours must be approved by the Board or its designated representative. All hours appearing on the transcript will be averaged to determine the final average.

C. Services of an extra-curricular or co-curricular nature shall be on an individually contracted basis between the teacher performing the services and the Board. No such contract shall exceed a duration of one (1) year. Wages to be paid for teachers' services shall be set forth in Appendix B. No teacher shall have tenure in position for extra-curricular or co-curricular duties, including summer school, adult education, and driver training. Such services shall be subject to annual review and evaluation.

D. All teachers will receive compensation in twenty-six (26) equal payments except when true-up is needed of which then all teachers will receive compensation in twenty-seven (27) equal payments. Teachers shall be paid every two (2) weeks by direct deposit to the bank or credit union of their choice in twenty-six (26) pays. Excluding summer vacation, if the scheduled pay day falls on a no-school day, teachers will be paid on the last day when school is in session preceding the no-school period.

E. The computation of a teacher's daily wage will be based on the days scheduled for that year being divided into the salary of the teacher.

F. Each teacher shall supply the Bad Axe Board of Education with a transcript of credits of all college work for which any salary is claimed.

G. Teachers who are vocationally certified and teach state-approved and reimbursed vocational courses shall be paid an additional one hundred dollars ($100) per year.

H. A teacher who has an outstanding negative lunch balance at the conclusion of the school year will have the debt deducted on the last pay period. In addition, any teacher who has made payment with a NSF check will have the debt deducted on the last pay period.

ARTICLE XX - NEGOTIATION PROCEDURE

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

The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. Negotiations will be undertaken for an agreement covering the 2028-2029 school year no later than the first week in May 2028.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE XXI - CONTRACTUAL WORK

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

ARTICLE XXII - LAYOFF AND RECALL PROCEDURE

A. Layoff means removal from the payroll with no employment rights other than the retention of seniority status and recall right as noted below. If, because of reduction in student population, changes in curriculum, or deficit financial conditions, it becomes necessary to reduce staff, the following layoff-recall procedures shall prevail:

1. Teachers not holding a valid Michigan Teaching Certificate will be laid off first provided there are permanent and certified teachers to teach that grade level(s)/classes.
2. Part-time or teachers without a full teaching schedule will be laid off next provided there are permanent and certified teachers to teach that grade level(s)/classes.
3. Probationary teachers who are rated below a rating of “effective” will be laid off next provided there are permanent and certified teachers to teach that grade level(s)/classes.
4. Tenured teachers who are rated below a rating of “effective” will be laid off next provided there are permanent and certified teachers to teach that grade level(s)/classes.
5. Probationary teachers who are rated as “effective” will be laid off next provided there are no tenure teachers who are rated below “effective” exists in that grade (Y5-6th) or department (7-12) and provided there are permanent and certified teachers to teach that grade level(s)/classes.

6. In the event that more than one (1) teacher in any step (1-5) above, the following criteria order will be used to eliminate the tie and will be laid off first:
    a. Evaluation Rating in this order:
        i. Needs Support
        ii. Developing
        iii. Effective
    b. Level of education from least to highest on the rails of the Master Agreement.
    c. Discipline Record
    d. Relevant training to grade or subject area
    e. Classroom management
    f. Seniority will be a tiebreaker and one with least seniority will be laid off first.

B. Rehiring will be inverse order to layoff. Teachers to be rehired will be notified by certified mail at their permanent address on file with the Board. It is the responsibility of the teacher to keep this address current.

C. Eligibility for recall will terminate if a teacher:

1. Resigns
   or
2. Fails to respond as directed in a recall notice within fourteen (14) calendar days
   or
3. Is laid off for FIVE (5) consecutive years
   or
4. Is not available on the designated day for re-employment.

D. Following the ratification of this Agreement and each year thereafter, the Association shall prepare a seniority/certification list. The seniority/certification list shall be provided to the Board. The list shall be relied upon by the Administration for all purposes. The certification/seniority will be determined according to the Association by laws.

E. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article XXIV, coverage will terminate on the first day of the following month of the effective layoff date (Note- layoff date is different from notification of layoff date). After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985.

ARTICLE XXIII - MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. The board will notify BAEA of any board policy changes.

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

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

F. Teachers who, from time to time, may be required to use their personal vehicle will be reimbursed at the current allowed tax deductible IRS rate per mile, unless a school vehicle is used.

G. The Board will pay for required fingerprinting as required for employment with the Bad Axe Public Schools. The board will choose the fingerprinting provider.

ARTICLE XXIV - HEALTH INSURANCE COVERAGE

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

1. Health Insurance Major Medical – 80/20.

   a) BAEA member pays 20% of health insurance total costs.

   b) Contributions will begin the first pay period of each contract year.

2. District pays 80% of total health insurance costs (HSA deductible, premium, taxes). The District will distribute funds to HSA by funding 50% in the first month of the health plan year and the remaining 50% in the seventh month of the health plan year. In the event of a retirement, dismissal, or other end of employment prior to the end of the health plan year, the HSA will be prorated based on the days worked.

3. Option for Plan B – benefits remain same – EXCEPT cash value currently at $6,582 will be reduced by 20% (reduced by $1316). New cash value of Plan B will be $5266.

Plan A	Plan B
Policy #10004589 (Health Savings Account) Riders include: A49(sterilization); A172; A599 (Autism 0-6 $50k, 7-12 $40k, 12-18 $30k per benefit year); A273 (dependent child); AMHE (mental health and chemical dependency). $10, $10, $40, $40, $40 $40 after deductible has been met copay on prescriptions No office visit copays; covered at 100% after deductible (In-Network)	
Self insured coverage equal to the Delta Dental auto +008 (1500 ortho) Class I and II – 1500 Max.	Same dental as Plan A
Self insured equal to the MESSA VSP III+	Same Vision coverage as Plan A
$48,000 w/AD & D	$48,000 Life w/AD & D
LTD 70%, $4000 Max 90 Calendar days - straight wait Pre-existing condition waiver Freeze on Offsets Alcoholism/Drug - same as any other illness Mental/Nervous - same as any other illness	Long Term Disability – same as Plan A In addition, those electing Plan B will receive $5,266 to be applied to the selection of a cash option according to the appropriate IRC regulation.

The Bad Axe Board of Education and the Bad Axe Education Association reserve the right to review and solicit bids for competing health, dental, life insurance, long term disability, and vision carriers annually. The Board and/or the association must submit in writing their intent to have the insurance plans distributed to vendors for bid(s). If there are any changes to the initial insurance coverage, the Association and the Board must approve the changes in advance of the bid document(s) being distributed to potential vendors. The competing bids shall be limited to bids equal to or better than the initial Health Alliance Plan (HAP) and equal to or better than

the initial dental, life insurance, long term disability, and vision plans. The Board and Association reserve the right to review the returned bids for twenty (20) days before making the decision. Both the board and the Association must mutually approve the bid(s) before making the change to a new insurance coverage plan. If either the Board or the Association rejects the bid(s), the current coverage plan as set forth above shall remain in effect.

B. Teachers who do not teach a full year or a full teaching load shall receive a prorated insurance benefit. Teachers who teach a full year but less than a full load shall receive full dental coverage.

C. The Board has authorized participation of its employees, as provided under Michigan Public Act 248 of Public Acts of 1963, and Internal Revenue Code Section 403-B, in a Tax Sheltered Annuity Plan. Each employee shall have a choice of eligible companies. The Board will act as a purchasing agent for such plan to the extent authorized by the employee in writing.

D. All insurance provisions shall be subject to approval by the insurance carriers and subject to any restriction imposed by the insurance carriers.

E. New employees, or any employee who becomes eligible for an increased benefit due to a negotiated change in coverage, shall meet the "at work requirements" of said program before they shall become eligible for such coverage.

F. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this paragraph.

G. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of a written application by the insurance carriers on the first day of the month following the month work commenced.

H. Employees (teachers) who have Board-provided term life insurance, as provided through the health insurance plan, have a thirty (30) day conversion right upon termination of employment. Any employee (teacher) electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

ARTICLE XXV - STRIKE PROHIBITION

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

ARTICLE XXVI - JOINT CURRICULUM COUNCIL

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

ARTICLE XXVII- EMERGENCY FINANCIAL MANAGER

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE XXVIII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2025, and shall continue in effect until June 30, 2028. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOR THE BAD AXE
BOARD OF EDUCATION

President/Board Representative

Superintendent

7/28/25
Date

FOR THE BAD AXE EDUCATION
ASSOCIATION/MEA/NEA

Stacie Hobkirk
Bad Axe Education Association President

Bad Axe Negotiating Team Member

7/31/25
Date

APPENDIX A - SALARY SCHEDULE

A. 2025-2026 Salary
   a. 3% on schedule
   b. Full Step

This schedule will apply to all teachers in the 2025-2026 school year.

Step	BA/BS	BA/BS +20	BA/BS +30	MA/MS OR BA/BS +40	MA/MS +15	MA/MS +30	ED SPECIAL
0	41,345	42,882	43,760	44,955	45,837	46,821	47,812
1	44,026	45,658	46,490	47,704	48,595	49,588	50,581
2	46,701	48,432	49,217	50,452	51,351	52,355	53,352
3	49,380	51,208	51,947	53,201	54,107	55,121	56,123
4	52,058	53,982	54,676	55,951	56,865	57,890	58,893
5	54,737	56,758	57,405	58,700	59,622	60,658	61,661
6	57,413	59,533	60,135	61,448	62,378	63,426	64,432
7	60,093	62,310	62,866	64,196	65,136	66,193	67,202
8	62,771	65,085	65,595	66,945	67,892	68,962	69,971
9	65,445	67,865	68,325	69,723	70,645	71,721	72,735
10	68,125	70,641	71,055	72,474	73,404	74,489	75,504
11	69,239	71,756	72,169	73,589	74,519	75,603	76,618
12	71,479	73,996	74,409	75,830	76,759	77,844	78,859

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

Longevity	2025-2026
11-15 yrs. of service	$1000
16-20 yrs. of service	$1250
21-25 yrs. of service	$1600
26+ yrs. of service	$2000

B. 2026-2027 Salary
   a. 3% on schedule
   b. Full Step

This schedule will apply to all teachers in the 2026-2027 school year.

Step	BA/BS	BA/BS +20	BA/BS +30	MA/MS OR BA/BS +40	MA/MS +15	MA/MS +30	ED SPECIAL
0	42,586	44,168	45,073	46,303	47,212	48,225	49,246
1	45,347	47,028	47,884	49,136	50,052	51,075	52,098
2	48,102	49,885	50,694	51,966	52,891	53,926	54,952
3	50,861	52,744	53,505	54,797	55,730	56,775	57,806
4	53,620	55,601	56,316	57,629	58,571	59,627	60,659
5	56,379	58,461	59,127	60,461	61,410	62,478	63,510
6	59,135	61,319	61,939	63,292	64,249	65,329	66,365
7	61,895	64,179	64,752	66,122	67,090	68,179	69,218
8	64,654	67,038	67,563	68,953	69,929	71,031	72,070
9	67,408	69,901	70,375	71,815	72,765	73,873	74,917
10	70,168	72,760	73,186	74,649	75,606	76,724	77,769
11	71,316	73,909	74,334	75,797	76,754	77,871	78,917
12	73,624	76,216	76,642	78,105	79,062	80,179	81,225

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

Longevity	2026-2027
11-15 yrs. of service	$1000
16-20 yrs. of service	$1250
21-25 yrs. of service	$1600
26+ yrs. of service	$2000

C. 2027-2028 Salary
   a. 3% on schedule
   b. Full Step

This schedule will apply to all teachers in the 2027-2028 school year.

Step	BA/BS	BA/BS +20	BA/BS +30	MA/MS OR BA/BS +40	MA/MS +15	MA/MS +30	ED SPECIAL
0	43,863	45,493	46,425	47,692	48,629	49,672	50,723
1	46,707	48,439	49,321	50,610	51,554	52,607	53,661
2	49,545	51,382	52,215	53,525	54,478	55,544	56,601
3	52,387	54,326	55,111	56,441	57,402	58,478	59,541
4	55,229	57,269	58,005	59,358	60,328	61,416	62,479
5	58,071	60,215	60,901	62,274	63,252	64,352	65,416
6	60,909	63,159	63,797	65,191	66,177	67,289	68,356
7	63,752	66,105	66,694	68,106	69,103	70,224	71,294
8	66,594	69,049	69,590	71,022	72,027	73,161	74,232
9	69,430	71,998	72,486	73,970	74,948	76,089	77,165
10	72,273	74,943	75,382	76,888	77,874	79,025	80,102
11	73,455	76,126	76,564	78,071	79,057	80,207	81,284
12	75,832	78,502	78,941	80,448	81,434	82,584	83,661

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

Longevity	2027-2028
11-15 yrs. of service	$1000
16-20 yrs. of service	$1250
21-25 yrs. of service	$1600
26+ yrs. of service	$2000

APPENDIX B - SCHEDULE B - EXTRA CURRICULAR ACTIVITIES

A. Percentages are based on Step 1 of the BA/BS Salary Schedule of the current year.

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

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

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

E. In addition to the following Schedule B positions, the Association and the Board of Education agree that other potential positions that may arise will be fairly compensated as agreed upon by the Association and the Board.

POSITION	EXPERIENCE STEPS		
Football-Varsity Head Coach	11%	11.5%	12%
Football-Assistant Varsity	7%	7.5%	8%
Football-Junior Varsity Coach	6%	6.5%	7%
Football-Assistant Jr. Varsity	5%	5.5%	6%
Football-Jr. High Coach	4%	4.5%	5%
Football - Jr. High Assistant Coach	2%	2.5%	3%
Basketball-Boys Varsity Coach	11%	11.5%	12%
Basketball-Boys Assistant Varsity	6%	6.5%	7%
Basketball-Boys Junior Varsity Coach	6%	6.5%	7%
Basketball-Boys 8th Grade Coach	4%	4.5%	5%
Basketball-Boys 7th Grade Coach	4%	4.5%	5%
Basketball-Girls Varsity Coach	11%	11.5%	12%
Basketball-Girls Assistant Varsity	6%	6.5%	7%
Basketball-Girls Junior Varsity Coach	6%	6.5%	7%
Basketball-Girls 8th Grade Coach	4%	4.5%	5%
Basketball-Girls 7th Grade Coach	4%	4.5%	5%
Clay Target Club	3.5%	4.0%	4.5%

POSITION	EXPERIENCE STEPS		
Soccer-Boys Varsity Head Coach	11%	11.5%	12%
Soccer- Boys Assistant Varsity	5%	5.5%	6%
Soccer-Girls Varsity Head Coach	11%	11.5%	12%
Soccer-Girls Assistant Varsity	5 %	5.5%	6%
Baseball- Varsity Head Coach	11%	11.5%	12%
Baseball- Varsity Assistant	5%	5.5%	6%
Baseball-Junior Varsity Coach	5.5%	5.5%	6%
Baseball-Junior Varsity Assistant	2%	2.5%	3%
Softball-Varsity Head Coach	11%	11.5%	12%
Softball-Varsity Assistant	5%	5.5%	6%
Softball-Junior Varsity Coach	5%	5.5%	6%
Softball-Assistant Junior Varsity	2%	2.5%	3%
Wrestling-Head Coach	11%	11.5%	12%
Wrestling-Assistant Coach	5%	5.5%	6%
Wrestling-Junior High	4%	4.5%	5%
Cross Country-Head Coach (Boys & Girls)	5.5%	6%	6.5%
Cross Country-Junior High Coach (Boys & Girls)	4%	4.5%	5%
Track-Head Coach (Boys & Girls)	11%	11.5%	12%
Track-Assistant Coach (2 Assistants)	5%	5.5%	6%
Track-Junior High Coach (Boys)	4%	4.5%	5%
Track-Junior High Coach (Girls)	4%	4.5%	5%
Golf-Head Coach-Boys	4.5%	5%	5.5%
Golf-Head Coach-Girls	4.5%	5%	5.5%
Tennis-Head Coach (Girls)	5%	5.5%	6%
Tennis-Assistant Coach (Girls)	3%	3.5%	4%
Volleyball-Head Coach	11%	11.5%	12%
Volleyball-Junior Varsity Coach	6%	6.5%	7%
Volleyball-8th Grade	4%	4.5%	5%
Volleyball-7th Grade	4%	4.5%	5%
Cheerleaders-Varsity Coach (Football)	3.25%	3.5%	3.75%
Cheerleaders-Varsity Coach (Basketball)	3.75%	4%	4.25%
Bowling -Boys	4.5%	5.0%	5.5%
Bowling -Girls	4.5%	5.0%	5.5%

POSITION	EXPERIENCE STEPS		
Play Director - One Act Contest	3%	3.5%	4%
Play Director - Three Act	5%	5.5%	6%
Play Director - Assistant for 2 or 3 act only - assignment may be stage construction, music, or general assistant	1.75%	2%	2.5%
Musical Director	11%	11.5%	12%
Musical Director-H.S. Assistant	7%	7.5%	8%
Musical Accompanist	2%		
Musical Orchestra Director	2%		
Musical Stage Manager	1%		
Choreographer	1%		
Vocal Music-6-12	7%	7.5%	8%
Vocal Music-Assistant 6-12	0.5%	0.75%	1%
Marching & Band Director-5-12	11%	12%	13%
Band Director-Assistant 5-12	3%	3.5%	4%
High School Band –Percussion (Full season)	2.5%		
High School Band Section Leaders (up to five)	0.5%	0.5%	0.5%
High School Band-Color Guard	4.5%	5%	5.5%
Band Director-5-12-Summer * 5 days maximum (6 or more days must be approved by the Superintendent in advance)	0.5% per day		
Band-Jazz (if done outside of school day)	2%		
Band-Pep (minimum of 8 games)	2%		
Industrial Arts Competition	2%		
Agriculture-Summer (10 days maximum-11 or more must be approved by the Superintendent in advance)	0.5% per day		
F.F.A. Advisor	11%	12%	13%
Annual Director/Yearbook (when done by Print Media Class)	5%	5.5%	6%
Annual Director (when not done by Print Media Class)	2%		
Title I Coordinator	2%		
Reading Committee	2%		
PSC/PBIS Committee	2%		
DIT School Improvement Committee	2%		
Building School Improvement Committee (SIT)	2%		
Dept. Heads Grades 7 through 12 (Science, Social Studies, Language Arts, Math, Special Education, Creative Arts)	2%		
Dept. Heads Grades K through 6 (Science, Social Studies, Language Arts, Math)	2%		

POSITION	EXPERIENCE STEPS		
Summer School Teacher	$30.00 per hour		
Academic Support/ Saturday School	$30.00 per hour		
M.E.R.T. Team	$100 annually		
Mentoring	$650 annually		
Class Advisors-Freshman & Sophomore	1.5%		
Class Advisors-Junior	2.5%		
Class Advisors - Senior	3.5%		
Class Trip Planner/Advisor	1%		
Quiz Bowl Coach	3%	3.5%	4%
Quiz Bowl-Jr. High Coach	2%	2.5%	2.5%
Student Council - Junior High	2.5%	3%	3.5%
Student Council - Senior High	3%	3.5%	4%
National Jr. Honor Society Advisor	0.5%	1%	1.5%
National Honor Society Advisor	3%	3.5%	4%
Ecology Club	3%		
3-8 Robotics	2.5%		
9-12 Robotics	2.5%		
Science Olympiad-High School (if done outside school)	1%		

The superintendent must approve if there is to be more than one chair.

F. In addition, each person in the above positions shall receive a 5% increase of the above rates beyond Step 3 in the 11th, 16th, 21st , and 26th + years of service in the extracurricular activity and each of the years thereafter until the next level is reached. *Example: Football-Head Coach with 11 years of experience. The coach would receive 12%, plus (12% x 5% = .6%), for a total 12.6%. The same coach with 16 years of experience would receive 12%, plus (12% x 10% = 1.2%), for a total of 13.2%.*

G. The Board will pay the mandatory MPSERS retirement rate for the positions listed in Schedule B. An effort shall be made to assign highly trained people to these responsibilities. People with specialized training, experience, and effective performance in the area of the activity will be given preference for these positions.

H. The Board will not hire anyone outside the B.A.E.A. for any more than the amount agreed to for a teacher within the B.A.E.A. without written consent of the Association.

I. The Board has the right to fill vacancies in the Schedule B area with non-B.A.E.A. members; however, first consideration will be given to teachers.

J. Employees employed in a Schedule B position shall have the option of being paid in one of the following methods:

1 Lump sum at end of activity

2 Fifty percent (50%) payment halfway through the activity and the remainder upon completion of the activity

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

K. If new Schedule B positions are created for activities which have previously been offered in the district, the administrator overseeing that program will make a recommendation as to the appropriate experience placement for any district personnel appointed to that position. The final placement is within the discretion of the Board.

L. Salary and duties may be divided between two or more individuals according to a prearranged agreement. Percent of salary assigned to each individual shall be based on the number of years of experience at Bad Axe with this activity regardless of assignment.

APPENDIX C - SUBSTITUTE TEACHER SALARIES

A. Teachers under individual contract for the School District who substitute for another teacher shall be compensated as follows:
   a. For a full class period at the High School level, teachers shall receive a payment of $35.
   b. - For each 30-minute block at the Elementary and Middle School levels, teachers shall receive a payment of $20.

B. Teachers may, at their option, bank credit for substituting in lieu of payment in (A) above. An accumulation of seven (7) class periods of credit, seven (7) clock hours in the case of elementary teachers, will earn the teacher one (1) additional universal day. It is understood that only one (1) additional day may be earned in any given school year.

C. In the event that not enough hours are banked to earn a day or there is no need for an additional day by the end of the school year, the teacher shall receive payment for an appropriate number of hours no later than June 30 of that year.

D. Teachers shall not be required to leave their assigned classroom position to substitute for another teacher. If a teacher, for example, Title I, is required to substitute for a classroom teacher, they will be compensated at the rate of a substitute teacher's pay as well as their regular pay.

APPENDIX D - CALENDAR

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

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

BAD AXE PUBLIC SCHOOLS
2025-2026 CALENDAR

Professional Development Days	August 18-20
Teacher Workday- Open House	August 21
First Marking Period	
First Day of School	August 26
No School- Labor Day	August 29 & September 1
1/2 Day Students Only- Parent-Teacher Conferences	October 9
1/2 Day Students/Staff	October 10
End of 1st Marking Period	October 31
Second Marking Period	
1/2 Day Students/Staff	November 26
No School- Thanksgiving Break	November 27-28
1/2 Day Students/Staff	December 19
Winter Break	December 22-January 2
Classes Resume	January 5
1/2 Day Students Only- Exams/Records Day	January 15
1/2 Day Students Only-Semester/Records Day	January 16
Third Marking Period	
No School- MLK Day	January 19
1/2 Day Students/Staff	February 13
No School-President's Day/Mid-Winter Break	February 16
1/2 Day Students Only- Parent-Teacher Conferences	February 26
1/2 Day Students/Staff	February 27
1/2 Day Students/Staff/End of 3rd Marking Period	March 27
Spring Break	March 30-April 3
Fourth Marking Period	
Classes Resume	April 6
Graduation	May 17
No School- Memorial Day	May 25
1/2 Day Students Only- Exams/Records Day	June 2
Last Student Day- 1/2 Day Students- Records Day	June 3
Makeup Day(s) – If needed	June 4- As Needed

C. On half day dismissals: Elementary and Middle School buildings are dismissed at 11:25 AM; High School is dismissed at 11:15 AM. All teachers are dismissed at 11:45 AM.

D. Parent-Teacher Conference and Special Activities:
   1. The Board shall have the discretion to schedule one (1) two and a half (2 ½) hour evening session for either open house or in-service, providing that they also schedule a comparable amount of release time for the staff on the last afternoon of the week in which the evening session is scheduled. No such evening session shall be scheduled for the last day of the work week. The Association and the teachers shall be notified a minimum of fifteen (15) working days prior to the scheduled changes.

E. SNOW DAY LANGUAGE
   1. Scheduled days of student instruction which are not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, will be rescheduled to ensure that there are a minimum requisite number of days as defined by the State Aid Act.
   2. If additional days must be rescheduled, the following procedure shall be in effect:
      i. The parties agree to meet in an effort to mutually agree on when any make-up days should occur. In the event they are unable to agree, the days will be added on the end of the calendar set up in the Master Agreement.
      ii. It is understood and agreed that, in the event the rescheduling of the days at the end of the school year interferes with a teachers' scheduled return to school to upgrade his or her skills, the teacher may use his/her universal days at his/her discretion, or apply for unpaid leave time to cover any lost time. It shall be the responsibility of the teacher to supply adequate proof that he/she will be in actual attendance at college on the days that were rescheduled.
      iii. Should the provisions of the state law (State Aid Act) be rescinded, the above provisions shall be considered null and void and the provisions and practices in existence prior to this agreement shall be reinstated, to the extent permitted by law.
      iv. If the number of days allowed prior to requiring rescheduling should be modified, the number of days missed that need not be rescheduled shall be changed to comply with said modification.

APPENDIX E – RELIEF/ADVANTAGE AGREEMENT

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

APPENDIX F - PART-TIME EMPLOYEES

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

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

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

APPENDIX G - SIMPLIFIED VERSION OF GRIEVANCE PROCEDURES/FORM

Language removed - see Article XII-Teaching Conditions Section 1-5
The following is a **summary** of the procedures you are to follow. This is not actual contract language. Contract language is found in Article III- Grievance Procedures

Grievance Procedures Process Summary and Report Form

Step 1: Schedule an informal meeting with you and your principal, union is not needed at this time. (Document the date and time. Take notes. Include date of discovery. Wait approximately ten (10) days.)

Step 2: If no resolution based on the principal's response has been reached, file a written complaint (using attached form) within ten (10) days. The principal then has ten (10) days to schedule a meeting with you and a union rep. Following the meeting, the principal has ten (10) days to submit a written decision to you.

Step 3: If this decision is not satisfactory, go to the union president within ten (10) days to appeal. The president will take it to the executive board for a vote to either drop or file the grievance with the superintendent within ten (10) days.

Step 4: The superintendent will schedule a meeting with you and a union rep within ten (10) days for you to plead your case. The superintendent has ten (10) calendar days to submit a written response.

Step 5: Appeal to Board of Education (See contract)

Step 6: Arbitration (see contract)

GRIEVANCE REPORT FORM (Make copies as needed)

Name of grievant: School:

Date cause of grievance occurred:

Article and section violated:

Statement of grievance:

Relief sought:

Signature of Grievant Date

Date grievance received by immediate supervisor:

APPENDIX H: SUPPORTING DOCUMENTS FOR TEACHER EVALUATION

A. Evaluation Timeline
B. Growth Data Choices
C. Danielson Rubric
D. Teacher Observation Form
E. Year-End Evaluation Form
F. Individual Development Plan (IDP)