Belding Area Schools

and

Belding Education Association



2025-2028

Master Agreement

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Article 1 - Recognition

A. The Board of Education of the Belding Area Schools of Belding, Michigan, hereinafter called "Board", and the Belding Education Association, hereinafter called "Association", hereby enter into the following mutually binding Agreement.

B. The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all elementary and secondary teachers who are certified, including counselors, social workers, special education teachers, virtual teachers, regularly employed part-time teachers, librarians, alternative education teachers, and the director of guidance, the athletic director when the remainder of his/her duties consist entirely of teaching duties and specifically excluding all others and particularly the Superintendent, principals, substitute teachers, and other teachers with teaching assignments only in community education programs, non-regularly employed part-time teachers and all non-teaching school employees. The persons represented by the Association shall be referred to as employees (or Essential Personnel) in this Agreement.

C. The Association will represent probationary employees in matters of wages, hours, and working conditions to the degree that it does not infringe upon the rights of the Board as allowed by the Michigan Tenure Act.

Article 2 - Association and Employee Rights

A. Pursuant to the Public Employment Relations Act, the Board agrees that every employee within this bargaining unit has the right to fully organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power provided by law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by law. The Board will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership or non-membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

   The Board and the Association agree that neither will discriminate against any employee because of his/her race, age, sex, creed, religion, marital status or disability.

B. Nothing contained herein shall be construed to deny any right an employee may have under the Michigan Revised School Code or other applicable laws or regulations nor shall anything contained herein be construed to allow any right an employee is denied under such laws or regulations.

C. The Association and its representatives may use school buildings for meeting purposes as per Board policy. Scheduling and reimbursement for expenses shall be in accordance with Board policy.

D. In the event the Administration identifies a specific school for school improvement under 20 USC 6316 (b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), the Administration shall notify the Association Representative(s) in the specific school.

E. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all times, provided that this shall not interfere with nor interrupt student instruction or counseling or other educational activities. Such representatives shall notify the school principal of their presence in the building.

F. The Association shall use school facilities and equipment including computers and their accessories, copy machines, audio-visual equipment and all other similar types of equipment subject to the approval of the appropriate administrator. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

G. A bulletin board will be provided in each school building of six (6) rooms or more for the use of the Association. Use of such bulletin boards shall be limited to official notices and, in the judgment of building principals, shall not be used in such a way as to involve students in organizational affairs or controversial topics.

H. The Board agrees to provide information to the Association that the Board is required to disclose pursuant to the Public Employment Relations Act.

I. The Board may consider input from the staff regarding educational policy and may consult them directly.

J. The Board shall provide and maintain an adequate number of clearly marked parking facilities at all schools for the use of employees.

K. An employee who does not have a regularly assigned classroom shall be provided with desk space and adequate storage space in each assigned school, if requested.

L. Conference Attendance

It shall be the policy of the Board to encourage employees to actively participate in local, state and national professional organizations.

1. As much as possible, expenses to these meetings will be paid from school funds (registration, mileage, parking, food allowance, etc.), and a substitute will be provided at no expense to the employee. In the event professional development is required by the district and falls outside of contractual days, an employee will be compensated at the daily rate of pay for that employee.

2. Each year, when the general fund budget is established, certain funds will be set aside for conference attendance. The total funds will vary from year to year as the financial condition of the district changes. Each school building will be given a specific conference budget based on the number of professional staff. It is the responsibility of each principal to work with the building staff in determining how the money is spent. The principal shall keep the building staff informed about current and important conferences.

3. An employee wishing to attend a professional meeting must receive prior approval by submitting a conference approval form through his/her principal to the Superintendent.

4. Any employee who is invited to serve as a resource leader or speaker at an educational conference or at any meeting convened and conducted by the Michigan Department of Education may receive full reimbursement for attendance at such meeting if no reimbursement is available from the State Department or the sponsoring organization.

M. Evaluation of Building Administrators by Employees

The responsibility for evaluating building administrators rests with the Superintendent or his/her designee. An employee may provide input, in writing, to the Superintendent, or his/her designee.

N. At the beginning of every school year, the Board shall make a total of twelve (12) days available for use by employees for conducting Association business. The Association President shall notify the Superintendent, or his/her designee, of the Association's intent to use such time and shall, in that notice, name the employee(s) who will be absent and the day(s) of such absence(s). Additional days may be granted by the Superintendent or his/her designee, upon request by the Association President.

O. Professional Council

1. The purpose of the Professional Council is to provide a forum to proactively resolve areas of apparent or possible conflict related to this Agreement and to allow open communication between the Association and the Administration.

2. The Professional Council membership shall consist of the Superintendent, or his/her designee, four (4) administrators (to include one building principal from each building), the BEA president or his/her designee and four (4) members of the Association (to include one representative from each building). The Superintendent shall appoint the administrative Council members and the Association shall appoint the Association Council members.

3. The Professional Council shall meet upon request of either party.

4. Any recommendations by the Professional Council involving changes in the Agreement shall be subject to ratification by the Board and the Association. In no way is the Professional Council intended to bypass the grievance procedure.

5. The minutes of the Professional Council meetings shall be distributed by the Superintendent, or his/her designee, to the building Association Representatives for posting within seven (7) workdays of the meeting.

P. Any documentation that is to be placed in a teacher's file shall be put in writing and dated. The teacher shall be given a copy of all new documents that are placed in his/her file. The teacher shall have the right to submit a written response to any documentation placed in his/her file within 20 business days of being provided a copy of the document, and this response shall be attached to all copies of the written document, including, but not limited to, all copies provided to all third parties.

Q. An employee shall have the right to review the contents of his/her personnel file in the presence of an administrator. The employee may, at his/her option, invite an Association Representative to be present during such review. In the event an employee corrects a deficiency identified in a disciplinary writing or evaluation and provides written or other substantiated proof of the correction, the principal shall (upon request) write a letter acknowledging that correction. A copy of that letter shall be delivered to the employee and another copy shall be included in the personnel file. This letter shall supplement the original documentation of deficiency; it shall not replace it (e.g. the original writing shall remain part of the file).

R. Tenure in Position: Any employee who is employed in a position other than as a classroom teacher shall not obtain tenure in that non-classroom position and such tenure is hereby specifically denied by this Agreement.

S. An employee occupying a position within the bargaining unit who is not covered by the Teachers' Tenure Act will serve, for purposes of this Agreement, a probationary period commensurate to the probationary period that would be required under the Tenure Act if the position were covered by the Tenure Act.

T. When the Board receives written request for information from an employee's personnel file pursuant to the Freedom of Information Act, the employee and the Association will be given a copy of the request within two (2) days. The Board shall provide an opportunity for the employee and/or the Association to review the information requested before responding to the request.

Article 3 - Management Rights

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 the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system;

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

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

4. To make final decision upon the means and methods of instruction, the selection of textbooks and other teaching materials and equipment;

5. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees 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 United States.

Article 4 - Professional Compensation

A. Salary

The salaries of employees covered by this Agreement are set forth in the Schedules, which are attached to and incorporated in this Agreement. An employee may choose one of the following pay options:

1. Twenty-six (26) equal installments.
2. Twenty-six (26) equal installments, the last five (5) of which will be available the last regular payday of the school year. This election shall be made by April 30 of each school year.
3. Twenty-one (21) equal installments to be distributed on the first twenty-one (21) paydays.
4. With notice to the Association, the Board shall determine a schedule by which payroll will be delivered to employees. The Association recognizes that from time to time the number of installments, referenced above, may be increased from twenty-six (26) equal installments and twenty-one (21) equal installments to twenty-seven (27) equal installments and twenty-two (22) equal installments, respectively. The Board will exercise this prerogative to avoid lapses of more than two (2) weeks between the last and twenty-sixth (26th) payroll of a concluded school year and the first (1st) payroll of a new school year.

B. School Closings

Nothing in this Agreement shall require the Board to keep schools open in the event of severe weather conditions or when otherwise prevented by Acts of God. It is understood that the Board has the right and obligation to temporarily close school in the event of various emergencies or as a result of events not foreseen when the calendar was established. [Illustrations: threats or acts of violence, power failures, damaged buildings, events that seriously affect employee and/or student attendance (death of student/death of staff member, epidemic, major athletic contests) and any other event which adversely affects the District or otherwise recommends judicious, temporary suspension of classes.]

1. When schools are dismissed early, employees shall be released from duty when no longer needed to supervise students. If schools are not opened, employees shall not be required to be on duty and shall be compensated at their normal rates.
2. If an employee is scheduled to take a leave day, as defined in Article 9, when schools are not in session, he/she will not have such day deducted from his/her leave days.
3. Make-Up Days
    a. In the event that school is closed, or schedules are altered, the days and/or hours missed shall not be made up unless the number of student instructional days and/or student instructional hours fall(s) below the level required by the Revised School Code, Michigan

Department of Education Rules or by Section 101 of the State Aid Act in order to receive full state aid payments.

b. In the event that the Revised School Code, Michigan Department of Education Rules or Section 101 of the State Aid Act is repealed, amended or otherwise modified during the term of this Agreement (e.g. by the courts, legislature, Department of Education, etc.), this Section shall be altered to meet state requirements, subject to review by the parties. If State statutes or school laws change current instructional time guidelines, the parties agree to adjust the school calendar.

c. If fewer than the state required number of student days and/or student hours of instruction required to receive full state aid payments have been provided to students by the last regularly scheduled instructional day, the calendar shall be extended. Such lost time shall be made up at a time mutually agreed upon by the Board and Association.

d. The last day of employee service shall be the last student attendance day, pursuant to c. above unless mutually changed by the parties. The provision of this Article which requires the make- up of certain lost instructional days and/or hours shall not result in any increase or decrease in compensation to employees.

C. Academic Coursework Credit

1. An employee who desires to receive full credit for advanced Schedule A column placement for the school year in question must submit appropriate documentation indicating successful completion of coursework to the Superintendent's Office no later than September 30 of that school year. An employee who desires to qualify for advanced column placement in the second semester needs to submit transcripts or other adequate proof of completion to the Superintendent's Office no later than March 1. Only one-half (½) of the pay increase is allowed for credit documentation received between October 1 and March 1 for that school year.

   Acceptable proof shall include any of the following: formal transcripts, letters from the college/university, notice of grade from the college/university, or other indications deemed reasonable by the Superintendent.

Graduate coursework must be in the employee's major or minor subject area or in education or in an allied field (such as psychology, counseling, and guidance) or in a subject area in which the employee is currently working. State Continuing Education Clock Hours (SCECHs) will not be accepted for movement on the salary schedule unless approved by the Superintendent.

2. The Board shall reimburse an employee at the rate of three hundred ($300) dollars per credit hour, upon successful completion of graduate coursework.

   a. An employee may qualify for reimbursement for a maximum of six (6) credits per contract year (July 1 - June 30).

b. An employee shall be reimbursed after evidence of successful completion of the coursework has been submitted to the business office. Refer to Section C. above, Academic Coursework Credit, for procedures and deadlines.

D. Part-time Employee

An employee who is employed on a part-time basis for either a semester or full year shall attend a percentage of regularly scheduled employee meetings and other school activities equivalent to the employee's FTE. District provided professional development hours that extend beyond the FTE of the employee may be required by the district and if so, the employee will be paid at his/her hourly rate of pay for the hours that extend beyond his/her contractual FTE. The administrator will inform the employee of the dates and hours of his or her obligation at the start of the contractual school year.

E. Certification

1. It is the employee's responsibility to provide evidence of:

   a. An active certificate, or

   b. Verification from the MDE that a renewal application has been filed not later than June 30 of the year in which the certificate expires, or

   c. In the case of a new hire, a complete transcript of credits upon which is noted the date and type of certificate issued.

   d. Safe Schools or similar required annual trainings need to be completed by August 31st, or within 30 business days from the staff's hire date.

2. Failure to achieve the above may result in immediate termination.

3. The Administration shall make a good faith effort to notify an employee, in writing, on or before December 1 of the year preceding the expiration of the employee's certification that his/her certificate will expire on a specific date.

F. Instructional Day

1. All teachers shall receive planning time as described below and shall be provided a workspace during that planning time.

2. Elementary classroom teachers shall be assigned an average of three hundred thirty-five (335) minutes per day, not to exceed one thousand six hundred seventy-five (1675) minutes per five (5) day week of student-instruction contact time. Elementary teachers shall have an average of fifty (50) minutes of planning time each day for a total of not less than two hundred fifty (250) minutes per five (5) day week in which school is in session. A portion of planning time may be used for collaborative planning. Elementary classroom teachers are guaranteed an absolute minimum of fifteen (15) minutes of uninterrupted preparation time during an instructional day. Planning time is not guaranteed on shortened days or during situations described in this Article and section, number four (4), though reasonable accommodations will be made to adjust the schedule to make the lost time equitable across teachers.

3. High School and Middle School classroom teachers shall have an average of fifty (50) minutes of planning time each day for a total of not less than two hundred fifty (250) minutes per five (5) day week in which school is in session. A portion of planning time may be used for collaborative planning. Planning time is not guaranteed on shortened days, or during situations described in this Article and section, number four (4), though reasonable accommodations will be made to adjust the schedule to make the lost time equitable across teachers.

4. The parties recognize that preparation periods traditionally have been used to finalize lessons, correct student work, advise students academically and confer with parents, administrators and other employees, as planned by the employee. In activities such as state testing, assemblies, field trips, class trips, field days, etc., where employees have traditionally supervised students during their preparation periods, no compensation will be paid, however, reasonable accommodations will be made to adjust the schedule in the event a district or building scheduled event takes away from [a] preparation period(s). Employees who are required to attend district provided professional development in lieu of his/her preparation time shall receive the sum of .0008 x BA base per clock hours taught.

5. Employees who are required to attend Kindergarten Roundup, outside of their contractual obligations as assigned shall be compensated at a rate of .0008 x BA base per clock hour.

6. Administration must give a minimum of forty-eight (48) hours' notice for adjustments to the schedule or requiring planning time to be used for a defined purpose, except in extreme circumstances.

7. Classroom teachers who voluntarily agree to teach beyond this section's maximum teaching load shall receive additional compensation based upon the number of additional instructional minutes provided per day divided by the length of the regular work day (excluding 30 minute lunch) but only on those days when instruction is provided (i.e. excludes snow days, assemblies, etc.). Classroom teachers eligible for additional compensation by virtue of their agreement to teach during scheduled planning times shall not also be entitled to the planning time guaranteed above. Special education teachers may be required to teach during planning periods and will be compensated as above.

8. With the exception of other professional obligations which have traditionally served to extend the employee's work day in the past (i.e. staff meetings; IEPC's; elementary PTO; committee meetings; etc.) an employee shall be considered on duty for a total of forty (40) minutes per day distributed with a minimum of 10 before and 10 minutes after the student instructional day. Unless school business is being conducted (i.e. bus duty; parent meetings; IEPC's; etc.), such time will be used for teacher preparation, as planned by the employee.

9. General education teachers who attend IEP meetings and team meetings in relation to fulfilling the obligations within an IEP will attend up to ten (10) meetings outside of work hours and/or during preparation periods in a contractual year. Reasonable accommodations will be made to arrange another certified employee to attend an IEP meeting or team meeting when a teacher has exhausted his/her ten (10) meetings, if applicable, otherwise, a teacher

who is required to meet in excess of ten (10), a stipend of .0008 x BA base per clock hour will be paid to the employee.

10. Any extra duties required by a PreK-12 Special Education Teacher including, but not limited to, Medicaid billing and updating paperwork in Illuminate shall be given one (1) instructional day per quarter to complete said duties. The district shall provide coverage for said positions on these days. These arrangements shall be communicated and decided upon between the employee and the administration.

11. An instructional day shall be defined as the time between the students' start and dismissal time, as determined by the Board.

12. New employees' calendars shall begin one (1) day prior to the beginning day for veteran teachers.

G. Substitute Teaching

1. An employee in grades K-12 who voluntarily agrees to substitute in lieu of his/her preparation time shall receive the sum of .0008 x BA base per clock hour taught. When staffing emergencies arise or student safety is jeopardized, an employee may be required to substitute during his/her preparation time.

2. An employee may voluntarily agree to substitute in lieu of his/her contractual position for the duration of the day or a fraction there/of. When staffing emergencies arise or student safety is jeopardized, an employee may be required to substitute in lieu of his/her contractual position.

3. An employee may not be required to sub any more than six times per semester.

4. The administration will make every effort to rotate the responsibility of substitute teaching, when the need arises, between all available employees, including, but not limited to, principals, assistant principals and Essential Personnel (as defined in Section H or this Article).

H. Essential Personnel

1. Essential Personnel Defined—Essential Personnel include virtual teachers, counselors, and instructional coaches.

2. Duty Hours for Essential Personnel-counselors requested to work beyond the contractual days/hours shall be paid .0008 x BA base per clock hour worked.

3. Administration shall communicate to each Essential Personnel employee which department they belong to in their respective building as defined below in Section I.

I. Chair Appointments

1. The Board *may* appoint employees to act as department/grade level chairpersons in the following areas:

Elementary Chairs:	Kindergarten, First Grade, Second Grade, Third Grade, Fourth Grade, Fifth Grade, Special Education, Specials/Electives

Middle School Chairs:	Science, Math, Language Arts, Social Studies, Special Education, Encores/Electives
High School Chairs:	Science, Math, English, Social Studies, Special Education, Electives

2. The chairperson of the department/grade level shall be appointed by the building principal and approved by the Superintendent or his/her designee. The employee has the opportunity to accept or deny the assignment.

3. The principal may grant release time with pay by providing a substitute, if, in his/her opinion, the department/grade level chairperson needs additional time to fulfill special responsibilities.

4. The department/grade level chairperson shall be paid according to Schedule D of this contractual agreement.

J. An employee who volunteers to provide instruction to homebound students will be compensated at the substitute rate provided for in Schedule B and reimbursed for mileage. In no instance will an employee be required to provide homebound instruction against his/her will.

K. An employee who is requested by the administration to work on day(s) outside the negotiated calendar shall enter into a written agreement with his/her administrator defining the day(s) and/or time(s) to be worked and when an equal amount of released time shall be granted.

L. Full-time Alternative Education employees shall work a seven (7) hour day.

M. Travel time for an employee whose placement is in multiple buildings during a school day shall be no less than 20 minutes. Travel time shall not be included in an employee's lunch or planning period. Employees will be reimbursed mileage at the IRS standard mileage rate. Employees shall submit mileage for daily travel for reimbursement once per semester to be paid in two lump sums for the school year. If a private school partnership occurs, the district and Association agree to meet to discuss reasonable travel time allowances for that placement.

N. Shared Employees with Religious Educational Institutions

1. Defined as: where the teacher is recognized as a Belding Area Schools Employee. Their time is spent at one of the following partnerships: Faith in Belding, St. Charles in Greenville, St. Patrick's in Parnell, and Assumption in Rockford. (These agreements could extend to any future agreements made with the District).

Article 5- Remote and Virtual Teaching Assignments

A. Virtual Secondary Teacher

1. A fully virtual teaching assignment is defined as such: teacher is responsible for administering classes on a fully virtual platform (Edgenuity, Michigan Virtual, Odysseyware, or any online platform). Teacher is responsible for assigning a course grade at the end of the term.

2. At the secondary level (6-12), the fully virtual caseload shall equal 1.5x an in-person class case load as defined in Article 7, section B.

3. At the secondary level (6-12), any in-person student taking an online class during an assigned virtual class time shall count as .2x a fully virtual student and will be supported by a para. The virtual teacher is responsible for assigning the final course grade.

4. Due to the nature of online learning, specific scheduling is done on the part of the virtual teacher (outside of scheduling completed by the counselor). The virtual teacher shall be compensated at a rate of .0008 x BA base per clock hour for time worked within a specific scheduled time pre- approved by the teacher's administrator.

5. Fully virtual teaching positions, if an additional and unique teaching position, shall be posted according to this Bargaining Agreement.

6. Adjustments to teaching positions based on caseload numbers (students switching between fully virtual and in-person options), shall be considered and discussed by Administration and the BEA.

7. Any employee covered by this agreement shall not be required to teach in a virtual and in-person setting simultaneously.

8. The virtual teacher shall be afforded all the same rights and privileges as a traditional classroom teacher defined in this Agreement.

B. Virtual Elementary Teacher

1. Elementary Virtual Teachers shall have live instruction, office hours, and small group instruction throughout the day in a schedule that is determined by both the virtual teacher and building administration. The virtual teacher shall try to match grade level curriculum.

2. At the elementary level (K-5), the fully virtual caseload shall equal 1.5x an in-person class case load as defined in Article 7, section B.

3. The virtual teacher shall be afforded all the same rights and privileges as a traditional classroom teacher defined in this Agreement.

C. Remote Teacher

1. Remote teaching is defined as such: All traditional classroom teachers are required by recommendation from the district to teach in a virtual platform (I.e., Google Classroom).

2. If all teaching positions are fully remote, all employees shall switch instruction, as appropriate, to the remote learning environment and be given the first two (2) hours of the following contractual instructional day to communicate remote learning expectations to students. This does not apply to instructional days that are cancelled due to inclement weather.

3. If full time remote is used in conjunction with the hybrid and fully face to face plans, staffing for the remote environment will follow the class and case load numbers as defined in this

current bargaining agreement in Article 7. Any employee covered by this agreement shall not be required to teach in a remote and in-person setting simultaneously.

Article 6- Insurance

A. Insurance will be provided as agreed upon by both parties. Specific details regarding insurance coverage and benefits is available from either the insurance provider or the district.

B. An employee not wishing health care protection will receive in cash, under a qualified cafeteria plan, the amount of the hard cap for a single subscriber. The cash may be retained as such or directed toward the purchase of available non-taxable benefits or annuities through salary reduction agreements as set forth in C. below.

C. An employee working fewer hours than is considered full time who elects to receive benefits under A. above shall have prorated premiums paid on his/her behalf. Such prorating shall be based on the number of hours actually assigned to duties relative to the number of hours considered a full assignment.

   A part-time employee not wishing health care protection may apply the prorated cost of the individual employee's hard cap cost of any insurance options or any annuity offered by any of the approved companies which are not subject to income tax by the Internal Revenue Service. This provision shall be subject to the provisions of the carrier.

D. The Board agrees to make appropriate deductions, upon written authorization from an employee, for tax sheltered annuities under the district's 403b plan. The Association will be notified if there are consortium changes to the 403b plan components including but not limited to vendors.

E. The Board's sole responsibility is to submit to the appropriate insurance company(s) the appropriate premium contribution on behalf of eligible employees as defined in A. or B. above. An employee shall be responsible for submitting enrollment applications to the Business Office. In the event a dispute arises between the employee and the insurance company over coverage allowed, the dispute is solely between the employee and the insurance company and is not subject to the grievance procedure.

F. The Board shall allow any employee to avail himself/herself of any available rider to the MESSA plans above through direct pay to the provider. The Board shall not be responsible for any premium contribution for said rider(s). Said enrollment shall be dependent upon the underwriting guidelines in effect for the rider(s).

Article 7– Working Conditions

A. The parties recognize that the availability of optimum school facilities for both students and employees is desirable to ensure high-quality education and that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the employee is to teach, and that the organization of the school and the school day should be directed at ensuring that the energy of the employee is primarily utilized to this end.

B. Except in the case of 6-12 band and choir, the Board will attempt to not exceed the following class size maximum:

Level	Class Size
ECSE	12
DK	23
K-2	25
3-4	27
5	28
6-8	30
9-12	32
6-8 PE	35
9-12 PE	45
9-12 Co-taught Content Area Classes	40

1. ECSE caseload numbers shall be allowed to have a maximum of 14 given that the Ionia County School District Waiver for 2 additional students above the twelve (12) state law requirement is valid.

2. Grades six through eight (6-8) have an absolute caseload maximum of 150. With a semester schedule, nine through twelve (9-12) have an absolute caseload maximum of 160 which shall not be exceeded. Within a quarter model schedule, grades nine through twelve (9-12) have an absolute caseload maximum of 136, which shall not be exceeded.

3. Class size limits also apply to employees who teach elementary music, PE, art and/or technology within the grade level(s) they are working with at the time. If class enrollments in grades kindergarten through five (K-5) exceed the above sizes, the teacher shall receive five dollars ($5) per student per day that the overload exists and in grades six through twelve (6-12) or the case of elementary specials (music, PE, art, technology) one dollar ($1) per student per class hour the overload exists. The above class size limits shall not be exceeded by more than two (2) students. The Board will make every reasonable effort to equalize the number of students in each class at any given level or subject area. In the case of co-teaching, both teachers (general education and special education) assigned where the overload exists will be entitled to overload payment as defined by this section.

4. In classes which use special facilities or labs in grades K-12, the number of students per teacher shall not exceed the number of student work stations as defined by the teaching task and facilities available.

5. A review committee consisting of the building principal, a representative from Central Office, a regular education teacher, and a special education teacher will meet to review concerns regarding the ratio of students with IEPs to all students in all classes where a concern exists. To the extent possible, adjustments will be made to provide the most effective learning groupings for the entire school.

C. All employees will have a duty-free uninterrupted lunch period of equivalent length to that of their pupils except that at least one (1) employee will be present in each elementary school during the noon hour period to deal with emergency situations.

D. In the event recess is scheduled in grades kindergarten through five (K-5), all available teachers will take turns in the supervision of recess on a rotational basis, not to exceed the equivalent of two recesses per week. For the purposes of clarifying compensation for this duty, recess supervision will not be considered an "extra assignment" within this Agreement. Recess time shall not count towards minutes for classroom planning as defined in Article 4, Section F: Instructional Day. Should an employee be unable to perform these duties to the extent expected due to health-related issues or otherwise, a meeting will be scheduled with the administrator to discuss limitations and appropriate accommodations specific to the individual's needs, which may include extra-duty compensation for another teacher to perform these duties on his/her behalf.

E. The principal will make all reasonable efforts to assign to a teacher in grades 6-12 no more than three (3) preparations in a marking period. If four (4) preparations have to be assigned, a conference between the teacher, the department head, and the principal will be held to discuss the situation.

F. After an IEP has been developed for a student, the principal, or his/her designee, will provide a copy of the IEP to each teacher into whose classroom the student will be placed. Upon request of the general education teacher(s), the principal and special education teacher(s) will meet with the general education teacher(s) to discuss the placement and IEP.

    1. When requested by the general education teacher into whose class(es) a special education student is placed, special training or other assistance relevant to the student's needs will be reviewed by the Administration and a determination made as to what training or assistance, if any, will be provided. An employee will not be expected to administer prescription drugs or to undertake health or custodial care services unless necessitated by an emergency.

    2. If an employee has a reasonable basis to believe that a special education student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the employee will advise the principal in writing.

G. The participation of an employee on a school improvement planning committee at the building level and on the district-wide level is voluntary.

H. School improvement plans shall not modify in any manner this Agreement between the Board and the Association. In the event that any provision(s) of a plan or application thereof violates, contradicts, or is inconsistent with this Agreement, the Agreement shall prevail to the extent required by law, unless a deviation is granted by the Board and Association.

    1. Based upon the importance of ongoing school improvement, the parties recognize that adherence to the Agreement in all respects may inhibit legitimate restructuring and innovative initiatives. School improvement committees interested in requesting a deviation from the terms of the Agreement shall request a deviation in writing from the Board and Association.

    2. Upon receipt of the request, the parties agree to meet concerning the requested contract deviation within thirty (30) days of the request.

Article 8 -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 includes:

1. specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.

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

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

4. multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.

5. the use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.

    a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.

    b. The teacher and administrator in collaboration shall be allowed to eliminate data attributable to students who have excessive absences (10% or more), are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.

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

6. a state approved year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination. (PIVOT)

B. Process: The negotiated Performance Evaluation system, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" are agreed upon with the Association and Administrative Team.

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

    a. The teacher shall be notified no later than September 30 or within 30 days of hire date for mid-year hires of each year who the administrator will be that conducts their year-end evaluation. If no notification is provided, that teacher shall not be evaluated.

    b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teachers will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.

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

d. In order to ensure 1.b and 1.c above, the observation shall be at least 15 minutes in length.

e. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Written feedback through observation tool will be provided within 10 calendar days. The teacher may request at in person meeting. Feedback will be provided per 5.b. and 5.c. above.

f. There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 30 calendar days apart. The first observation shall occur no later than December 15 of each school year. Observations will not take place on the day before or after a holiday break, Halloween or Valentine's Day.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

   a. The year-end evaluation determination and form shall be delivered by 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.

3. Teachers who work less than 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 thirty (30) 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 Association, 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.

4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they can 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.

5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:

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

   b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.

   c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that

is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

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

6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.

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.

C. Rights of Tenured Teachers:

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

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

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

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

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

2. A tenured teacher who receives two (2) consecutive ratings of needing support may request Binding Arbitration with the American Arbitration Association (AAA) within 30 calendar days after receiving the written response from the superintendent/district. The arbitration shall be subject to the uniform arbitration act. The arbitrator must:

a. Be selected through the procedures administered by the AAA in accordance with its rules.

b. Have the authority to issue any appropriate remedy.

c. Utilize a "reasonable and just cause" standard of review when issuing any findings and any remedies.

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

1. Within the first two (2) weeks of the 2024-25 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. After initial training, new teachers will be trained during new teacher training.

2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability" training every three (3) years as approved by the MDE that minimally includes all of the following:

    a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in Appendix _____.

    b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.

    c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.

    d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.

    e. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria

For example:

GOAL: 80% of my students will improve their scores on the five point AP rubric by 2 points between the start of the school year and completion of the first quarter.

Data	Students Improving by Two or More Points
Data Set One 9/15/24	10%
Data Set Two 10/15/24	50%
Data Set Three 11/15/24	82%

TEACHER RUBRIC	
80%+ Achieved a two point increase	5
60%-79% Achieved a two point increase	4
40%-59% Achieved a two point increase	3
20%-39% Achieved a two point increase	2
1%-19% Achieved a two point increase	1

Article 9– Employer Support of Student Discipline and Employee Protection

A. Good order and discipline are necessary for effective teaching. While each teacher is responsible for maintaining such an atmosphere in each of his/her classes, the Board recognizes that, through its administration, it will support its teachers in taking legally permissible actions to maintain proper classroom order. Whenever it is evident a particular student cannot adhere to school policy, the district will convene a panel of the student's teacher(s), administrator(s), and specialized personnel to determine a course of action within 10 workdays. The student may be removed from the classroom until a meeting can take place with the parents and appropriate personnel, as determined by the building administrator and classroom teacher.

B. Any case of physical or verbal assault upon an employee who is acting in an official school capacity shall be promptly reported to the Board through the Superintendent, or his/her designee. If an administrator is notified of any threats of physical violence made by students towards a teacher, that administrator shall notify the teacher about the threat as soon as possible. The Board shall provide all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

C. The Board will reimburse employees for any loss, damage, or destruction of clothing or personal property, excluding money, of the employee as a result of a school-related incident while in the school or on the premises or while participating in a school-sponsored activity. Reimbursement is subject to insurance limits.

D. Whenever any group or individual brings charges against an employee, that employee reserves the right to due process in any investigation the district conducts in relation to said accusations. If it has been determined that the employee has not been at fault, time lost by an employee in connection with the disposition of any incident mentioned in this Section shall not be charged against the employee's leave days for the balance of the contract year during which the incident occurred.

E. Snap Suspension - A teacher has the right to remove a student from his/her classroom for one (1) day for certain conduct as specified in the Code of Conduct and in compliance with MI School Code, "Snap suspension" [MCL 380.1309]. The teacher is responsible for organizing a parent meeting as soon as possible, and may include other appropriate personnel. In the event a teacher has removed a student nine (9) times, the student will then be entitled to the process for short- or long-term suspension, as defined by the Board.

F. The Association and Board agree it is the responsibility of both parties to assist in maintaining order in the building, one the school buses, during school-sponsored events, and on school grounds. Bargaining unit employees and administrators will follow the District policy to respond to disruptive student behavior. Employees shall immediately report unsafe or unhealthy workplace conditions or tasks to the building principal or designee. Unresolved concerns will be referred to the Superintendent's Office. If the matter is not resolved, the employee may file a report with the appropriate government agency, as needed. Both parties agree to comply with State and Federal law when considering workplace safety issues and to consult on matters of classroom management and student discipline.

G. Where permitted by law (MCL 380.1309), a teacher may remove a pupil from one (1) class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as their teaching obligations will allow, full particulars of the incident in writing. As soon as possible the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the removal. Whenever practicable, a school counselor, school psychologist, or school social worker shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. This paragraph cannot be utilized to violate state and federal law pertaining to students with disabilities.

H. Any teacher may use reasonable physical force as is necessary on the person of any pupil in conformance with MCL 380.1312(4)(a)-(f), MCL 380.1307. Student discipline must comply with state and federal law and Board Policy.

I. Any assault upon a teacher during the performance of their duties shall be promptly reported to the building administrator and superintendent. The teacher may, through the Association, request legal assistance from the Board, if the student raises a criminal or civil claim against the teacher. This request shall be made to the Board, who determines, in its discretion, whether the conduct of the teacher involved justifies any assistance from the Board. The Board has total discretion in granting or not granting assistance. The Association agrees that all teachers shall observe Board approved and published rules respecting punishment of students as established by the Board or required by law.

J. To the extent permitted by law, any complaints directed toward a teacher shall be promptly call to the teacher’s attention of the complaint is considered serious enough to note in the teacher's personnel file. As permitted by Section 423.505 of the Bullard-Plawecki Employee Right to Know Act 397 or 1978, the teacher may submit a written rebuttal regarding any material and the same shall be attached to the file copy of the material in question. The source of the complaint shall be identified.

K. In matters relating to the disciplining of students with disabilities, the Board of Education and bargaining unit employees shall abide by Federal and State laws regarding suspension and expulsion.

L. If and when parents/legal guardians wish to be present in a classroom or course to observe instructional activity, the following criteria apply:

a) The student must be enrolled and present in the room at the time of observation.

b) No testing/assessment shall be taking place.

c) No observation shall take place during the first or last week of the school year.

d) No audio/visual recording or photography shall be used without consent by building administrator and employee.

e) Parental observation/presence shall not interfere with classroom discipline or learning.

f) The employee will be notified a minimum of forty-eight (48) hours before observation and have the opportunity to deny the request.

g) Employee can request the building administrator be present during the observation.

h) An up-to-date background check must be on file with Belding Area Schools.

Article 10- Leave Days with Salary

A. At the beginning of each school year, each employee shall be granted fifteen (15) leave days with salary, which shall accrue from year to year with a limit of one hundred eighty (180) days usable in any single school year. The District shall maintain records of all unused leave days with salary, including that in excess of the one hundred eighty (180) day maximum usage limitation. If an irrevocable resignation of an employee's employment is delivered to the District's Central Office on or before November 1 for a resignation in good standing or retirement effective at the conclusion of the first semester of the current school year or April 1 for a resignation in good standing or retirement effective at the conclusion of the current school year, the District shall purchase from the employee those unused leave days with salary according to the following schedule:

1. If fifty (50) or fewer days are accumulated on the last day of the employee's employment, thirty ($30) for each day or portion thereof shall be paid to the employee.
2. If more than fifty (50) days but one hundred (100) or fewer days are accumulated on the last day of the employee's employment, thirty-five ($35) for each day or portion thereof shall be paid to the employee.
3. If more than one hundred (100) days but one hundred fifty (150) or fewer days are accumulated on the last day of the employee's employment, fifty ($50) for each day or portion thereof shall be paid to the employee.
4. If more than one hundred fifty (150) days are accumulated on the last day of the employee's employment, seventy-five ($75) for each day or portion thereof shall be paid to the employee.
5. Payment for 1., 2., 3. or 4 above shall be made on or before June 30 of the appropriate fiscal year. At the choice of the employee, said payment shall be made to a Section 403b plan adopted by the Board or a cash payment made directly to the employee.
6. In lieu of payment, an employee may choose to donate half of his or her accumulated leave days to the sick bank.

B. Qualifications for use of leave days with salary:

1. Personal illness or illness of a member of the employee's household.
    a. To qualify for a leave day with salary the employee must provide notification before 6:30 A.M., except in cases of emergency.

b. Hours or class periods of planned absences or emergencies shall be cumulative to full day equivalencies and deducted from leave days with salary.

2. Death in the immediate family

   a. An employee shall be granted up to (5) bereavement days for a death in the immediate family that shall not be deducted from his or her leave days.

   b. The immediate family includes: spouse, partner, children, father, mother, brother, sister, father- in-law, mother-in-law, grandfather, grandmother, or any other relative for whose funeral arrangements the employee is responsible, as approved by the principal.

3. Personal days (Maximum 4 per year)

   a. An employee may use four (4) of their available leave days with pay per year as "personal days." These may be used at the employee's discretion and shall be compensated at the employee's contracted daily rate of pay, subject to the restrictions in b–f below. Personal days cannot be accumulated and carried over from year to year. Employees shall not use more than two (2) personal days in a row, except by expressed permission of the Superintendent, or his/her designee for extraordinary circumstances. If more than two (2) personal days are used consecutively, then any days after the first two (2) will be unpaid. Personal time must be taken in half day or full day increments.

   b. An employee planning to use a personal day shall notify the principal of that intent at least three (3) days in advance, except in cases of emergency.

   c. A personal day shall not be used the day before or the day after a holiday or a vacation period except by expressed permission of the Superintendent, or his/her designee for extraordinary circumstances, or in the case as defined below (B.3.d).

   d. In addition to extraordinary circumstances, employees may request to use up to two (2) personal days to extend a vacation period. Up to three (3) requests will be granted for each vacation period. Requests should be made by September 1. If there are more than three (3) requests for the same date(s), a lottery will be used. The lottery will be witnessed by the Superintendent, or his or her designee, and a BEA executive board member. Other requests made after September 1 will be considered and potentially granted on a first come, first serve basis. Beginning in 2019-2020 school year, an employee who is granted a leave extending a vacation will not be granted another personal leave that extends a vacation period the following year. An employee is eligible for a leave extending a vacation every other school year.

   e. The principal may deny an employee the use of a personal day if it interferes with a singular event that demands the employee's presence in school, such as NCA visitation, State assessment testing, in-service days, parent-teacher conferences, or other similar events.

f. Requests for personal days to be taken after April 30 must be accompanied by a reason for the request and may be denied by the principal if the situation doesn't warrant the use of the day.

C. An employee called for jury duty or subpoenaed to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation. Days used shall not be deducted from an employee's accumulated leave days.

D. Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Act will receive from his/her leave days with salary the gross amount necessary so that the amount of the daily workers' compensation benefit plus the gross amount of leave days with salary payment equals the employee's regular gross daily rate immediately prior to commencement of workers' compensation benefits. The employee's leave days with salary will be charged proportionately for each leave day with salary or partial leave day with salary so allocated.

E. Employees shall receive a cash incentive for keeping personal absences to a minimum. The cash payment for attendance incentives shall be made by June 30. Payments are as follows:

Employee who uses 5 or less leave days (excluding school business, jury duty, or bereavement): $200

Article 11– Medical Leave

The purpose of this Article is to outline the rights and provisions of this contract set forth to support employees who are in need of extended medical leave, which, may, or may not exceed the employees accumulated leave time.

A. Family Medical Leave Act (FMLA)

1. Who is eligible under FMLA?

An unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any eligible employee in accordance with the Family and Medical Leave Act (FMLA) for any of the following purposes:

- The birth or placement for adoption or foster care of a child from date of birth or placement, or first contractual work day;
- Because of a serious health condition of an employee's spouse, child or parent;
- Because of the employee's own serious health condition.
- If you are caring for a wounded service member or veteran;
- If you need time away from your job to address particular circumstances arising from the deployment of a service member or a member of the armed forces.

To be eligible for a leave of absence, the employee must meet the eligibility requirements set forth in the FMLA and FMLA Regulations. FMLA leave of absence shall be subject to and

administered in accordance with the FMLA and FMLA Regulations. Limitations found under Section 108 of the FMLA—"special rules concerning employees of local educational agencies"—shall apply.

2. What does 12 weeks in a twelve-month period mean?

The twelve weeks may be consecutive, or, where permitted by the FMLA, an employee shall have the option to take FMLA Leave on an intermittent or reduced schedule. District employees who are married are entitled to the sum of twelve weeks between them. The twelve-month period begins the date of the first day of qualified FMLA Leave and expires one year from that date. A new twelve- month period begins on the next date a FMLA Leave is granted following the expiration of the previous twelve-month period.

3. Do school breaks count toward my twelve (12) weeks of allotted time under FMLA?

Only contractually obligated days count toward an employee's twelve weeks under FMLA. Breaks such as Thanksgiving, Christmas, Fall/Mid-Winter Break, spring and summer break, as well as Act of God days shall not count as part of an FMLA Leave.

4. Is FMLA Leave unpaid?

An employee must use up all accumulated paid leave time while on FMLA, prior to any unpaid leave. Should an employee use his or her accumulated paid leave time while out on an FMLA Leave, he or she may qualify for additional paid medical leave through the sick bank, as described in Section B of this Article. Any leave not covered by an employee's accumulated leave time or by the sick bank shall be unpaid.

5. What about my benefits while on FMLA Leave?

In accordance with the FMLA, the Board shall continue group health plan benefits during FMLA, including medical, dental and vision to the same extent as they were covered while not on leave. This shall not be construed as a waiver of the Board's right to recoup premium payments from an employee where permitted by the FMLA or as an agreement to provide benefits greater than what would have been provided if the employee was not on FMLA leave. Cash-in-lieu payments do not continue during ***unpaid*** leave.

6. When and how should I notify the District of my FMLA Leave?

If the reason for the FMLA leave is foreseeable, the employee must provide at least thirty (30) days advance notice of the FMLA leave. All other notice must be provided as soon as it becomes practical. Employee may need to receive medical verification of illness prior to approval of FMLA Leave. The Board has the right to request a second opinion from a Board selected physician, should they deem appropriate.

7. Do I need to do anything in order to return to work following an FMLA Leave?

An employee may be required to provide a fit-for-duty certification from a medical professional as a condition for the employee's return to work. The Board has the right to request a second opinion from a Board selected physician, should they deem appropriate.

All other provisions of the FMLA shall apply. This section shall be interpreted consistent with the definitions contained in the FMLA. This section shall not provide an employee with any greater rights or benefits than required by the FMLA. To the extent required by the FMLA, an eligible employee shall be granted leave and other rights specified by the law.

When leave is taken by an eligible employee under the FMLA, the Board shall likewise enjoy and reserve all rights afforded it by the law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the FMLA, including eligible employee rights and responsibilities, shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

Furthermore, the Board reserves all rights granted by the FMLA even if not specifically set forth above.

B. Sick Bank

A sick bank will be available for an employee who qualifies for leave under FMLA and has used all of his or her leave time. Employees must fill out the Sick Bank application and submit it to the Chair of the Sick Bank Committee to be considered for eligibility. Application to the sick bank must be made as soon as the need is foreseeable, prior to the depletion of the employees accumulated leave days. An employee who does not apply in a timely manner may be subject to unpaid leave until approval by the Sick Bank Committee. An employee may apply for the sick bank even if he or she does not end up using the benefit.

1. Stocking the Bank

    a. To be eligible for the sick bank for the current school year, an employee must elect to donate a minimum of one (1) leave day to the bank by September 30. An employee with more than thirty (30) accumulated days may choose to donate more than the minimum, if desired, so long as his or her balance does not fall below thirty. An employee hired after September 1st shall have thirty (30) days after date of hire to make his or her election.

    b. An employee who resigns (see Article 9, Section A), may be eligible to donate half (1/2) of his or her accumulated leave time to the bank.

    c. The District will notify the Sick Bank Chair when the bank is at fifty (50) days. If the sick bank falls below thirty (30) days, employees may be asked to donate additional days to the bank at that time. Employees with thirty (30) or fewer days will not be eligible to donate at this time.

    d. The decision to donate days is irrevocable.

2. Eligibility

    a. An employee who is granted leave under FMLA is eligible to apply to the sick bank. The primary purpose of the sick bank is to support employees who have a serious medical condition which limits their ability to work, or those who have a family member who needs significant care and relies on the employee for this support. The Association

recognizes that other extenuating circumstances may warrant use of the sick bank.

b. If the leave is for the purpose of the birth of a child or adoption or placement of a child from foster care, the total leave time (accumulated leave days plus sick bank days) may not exceed six (6) weeks, beginning at the birth date, adoption date, or date of placement. In the case of a C-section, the total leave time (accumulated leave days plus sick bank days) may not exceed eight (8) weeks beginning at the birth date. If the FMLA Leave is extended due to a serious condition related to childbirth, or extenuating circumstances surrounding the adoption or placement of a foster child, additional time may be given. The sick bank will not provide for days for the purpose of childcare alone.

c. If FMLA Leave is not granted, but extenuating circumstances exist that may warrant a leave of absence under similar conditions, application to the sick bank may be considered.

d. Upon expiration of the FMLA Leave, an employee may still be eligible for days in the sick bank for the same purpose as the original leave without reapplying. Should another condition warrant additional time off that would typically qualify under FMLA, an employee shall submit a new application to the Sick Bank Committee for consideration.

e. Employees who qualify for long-term disability under our negotiated plan (see Article 5 – Insurance) and have reached the ninety (90) day wait period are no longer eligible for use of the sick bank.

3. A Sick Bank Committee shall be established by the Association to review applications to the sick bank. Once an application has been received by the Chair, the committee will convene and make a determination within 5 business days. If the Committee determines more information is needed, the employee will be notified and the Committee will have another five (5) business days to reconvene to review the additional information, once obtained. The Committee reserves the right to ask for a second opinion from a doctor or qualified professional, if warranted. The Chair will notify the District and employee of the determination.

4. Should abuse of the benefit by an employee be suspected, the committee reserves the right to reconvene for the purposes of discussing the leave of that employee. The committee will decide whether to continue to allow the use of the sick bank, to discontinue the use of the sick bank, or to direct the applicant to obtain a second or third opinion from another doctor or qualified professional in order to make a determination.

5. It is expressly understood that employees who are granted days from the sick leave bank shall be deemed employees on leave of absence with pay, and shall receive full pay and benefits for all such days.

6. The determination of the Sick Bank Committee and the use of the sick bank ends at the close of the contractual school year. If a leave extends to the following school year, reapplication to the bank is necessary and may be granted after the donation of two (2) days and exhausting any newly earned days.

7. The determination of the Sick Bank Committee is final and is not subject to the grievance process.

Article 12- Leave Days without Salary

By approval of the Superintendent, or his/her designee, leave days without salary may be granted. Benefits for the first five (5) leave days without salary shall be paid by the Board. Subsequent leave days without salary, if approved, shall be without Board-paid benefits. An employee may continue the benefits by reimbursing the Board, via payroll deduction or direct payment, at a ratio of days absent relative to total employee work days in the professional calendar.

Article 13- Leave of Absence

A. The Board may grant a leave of absence without pay and benefits for a period not to exceed one (1) year. An employee returning from such leave shall be placed on the next salary step providing he/she was under contract for not less than a complete semester [or its equivalent of one-half (½) of annual contract days] during the preceding school year in which leave was taken. Time spent on leave of absence does not count as credit earned for advancement to the next step on the salary schedule. Application for leave shall be signed by both parties. Reinstatement of an employee returning from leave in accordance with the above standards is regarded by the Board and the Association as reinstatement to an equivalent position within the meaning of the Family and Medical Leave Act.

B. The Board may grant a leave of absence under the following conditions:

   1. An employee granted a leave of absence shall be entitled to return from such leave and may, at the Board's discretion, be assigned to the same position or a substantially equivalent position, provided the employee is certified and qualified.

      a. The contracted non-tenured employee shall not be granted seniority credit or placed on the Association seniority list.

      b. If the contracted employee is hired by the Board after the expiration of the contract issued to accommodate the leave of absence vacancy, he/she shall receive full seniority credit for time worked.

C. Upon application, a leave of absence without pay and benefits may be granted an employee for:

   1. Personal illness that extends beyond the period compensated under Article 9 (Leave Days).

   2. Induction into military service in any branch of the armed forces of the United States. Said leave shall be for a length of time equal to the duration of the induction period.

   3. Professional improvement through research, travel, education or through professional or political appointment or election. The employee must be tenured for this type of leave.

D. Nothing in this Article is intended to deny an employee leave under the circumstances identified to the extent that such leave is required to be granted under any state or federal law.

E. Should an employee be denied use of the sick bank, though still qualify for leave under the Family Medical Leave Act (FMLA), an unpaid leave pursuant to the terms of FMLA may be granted.

F. The Board may grant a child care leave upon request subject to the provisions of Sections A. and B. above or in accordance with the FMLA. An employee may make application for reinstatement prior to the expiration of the leave. The Board reserves the right in its sole discretion to approve accelerated termination of such leave on the basis of the individual case.

G. An employee who has been employed for seven (7) consecutive years in the school district may be granted a sabbatical leave by the Board for professional improvement, such leave shall not exceed one (1) year.

   1. During the sabbatical leave, the employee shall be considered in the employ of the Board, shall have a contract and will receive full insurance benefits and one-half (½) his/her contractual teaching salary.

   2. An employee returning from sabbatical leave shall advance in seniority and to the next step on the salary schedule.

   3. No more than one (1) employee in the District shall be absent on sabbatical leave at any one time.

   4. The employee shall agree to remain in the employ of the Board for a period of not less than one (1) year following the employee's return or reimburse the Board the amount paid the employee while he/she was on the leave.

   5. Seniority shall determine priority in case of multiple requests; and in case seniority is equal, then the order of the requests will take precedence.

   6. An employee on sabbatical leave shall be allowed credit toward retirement for time spent on the leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.

H. It is the employee's responsibility to complete a Leave of Absence Request form and submit it to the Superintendent's Office at least thirty (30) days prior to the commencement of the leave unless it is an emergency. Said form is required whether the request is for the initial leave or a subsequent request for a renewal of the leave.

Article 14 - Seniority

A. Seniority

1. A seniority list shall be prepared by the Superintendent's Office, a copy of which will be provided to the Association President and posted in the teachers' lounge in each building by October 15. The list shall be in order of seniority and shall include the employee's hire date, all certifications and endorsements held by the employee, subject/content areas in which he/she is believed to be "highly qualified" under the NCLB Act and probationary status, if applicable.

2. If the Association believes there is an error on the seniority list, it shall request any revisions, with reasons for such revisions, within thirty (30) calendar days after receipt of the seniority list. If no request for revision is received within this time frame, the list shall be considered final and accurate until the following school year.

3. If the Association has requested a revision to the seniority list pursuant to 1. above, and the parties agree that the original list is in error, a revised seniority list shall be prepared by the Superintendent's Office and a copy given to the Association President and posted in the teachers' lounge in each building within thirty (30) calendar days after verifying the error and this corrected list shall be considered final and accurate until the following school year.

4. If an employee transfers to a non-bargaining unit position, he/she shall retain all seniority accumulated as of the effective date of the transfer but said seniority shall not accumulate while the employee remains in the non-bargaining unit position. In the event the employee returns to a bargaining unit position, he/she shall be placed on the then appropriate seniority list in accordance with his/her accumulated seniority.

5. In compiling the seniority list, the following criteria shall apply:

    a. Seniority for purposes of this Agreement shall be defined as the years of continuous service in the District.

    b. An employee who resigns, retires, is discharged or is denied employment under provisions of the Tenure Act shall lose all seniority credit. If subsequently employed by the Board, his/her seniority credit begins with the last date of hire. If an employee is dismissed or denied employment under provisions of the Tenure Act and such action is reversed, seniority credit shall begin with the last date of hire prior to the dismissal.

    c. "Date of hire" shall be when the earliest one (1) of three events occurs, each of which indicates a commitment between the employee and the District.

        1. The date of a written offer of employment by the Board's agent; or

        2. The date on which the employee was hired by formal action of the Board, or

        3. The first date of regular* work by the employee for the Board. *(Excluded is work prior to the first regular school day associated with coaching, band camp, F.F.A., driver education, library, counseling, etc.) An employee employed as a permanent

substitute who thereafter becomes a regularly employed employee without a break in employment shall count, as his/her date of hire, the first date of permanent substitute service.

d. In computing seniority, one (1) day of employment (full or part-time) equals one (1) day of credit. Sick days count as employment.

e. An employee granted an unpaid disability, health care FMLA leave or military leave of absence shall accumulate seniority credit.

f. Seniority credit shall be given for time spent on layoff status.

g. In the event of a tie in seniority, the last four digits of the employee's social security number will be used with the highest number being placed first.

6. Qualifications for all positions under this Agreement must meet the requirements established by law and as defined in ESEA, NCLB, and/or ESSA.

Article 15- Miscellaneous Provisions

A. During the negotiations leading to this Agreement, each party had the right to make proposals and bargain on all negotiable issues. This Agreement contains the entire agreement of the parties. During its life each party agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not, except through mutual consent.

B. It is agreed that any employee, the Association, or the Board shall have the right during the term of this Agreement to bring matters, not covered herein but of common concern, to the attention of the Professional Council for its study and consideration.

C. The Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. An individual employee contract shall be made expressly subject to the terms of this Agreement.

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

E. The district shall provide the Association with the names and contact information (full name, telephone number, home address, position, building and salary) of all new hires in the bargaining unit within three (3) business days of hire date.

F. An emergency financial manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575 may reject, modify, or terminate this Agreement as provided therein.

Article 16- Grievance Procedure and Arbitration

A. A claim by an employee or the Association that there has been a violation of any provision of this Agreement may be processed as a grievance as hereinafter provided.

B. An individual employee may present a grievance on his/her own behalf through Step II without the presence of an Association Representative provided no resolution shall be agreed upon without the knowledge and agreement of the Association. No individual employee shall have the right to advance a grievance to Step III.

C. Grievance Steps

Step I:

Within ten (10) working days* of the time an alleged grievance arises, the employee or BEA representative will present a signed written statement of the grievance to that employee's principal. Within ten (10) working days after the presentation of the statement of the grievance, the principal's written response shall be given to the employee.

*For purposes of this Article, a working day during the school year is defined as any day in which school is in session. A working day during summer months is defined as Monday through Friday, excluding holidays.

Step II:

If the grievance is not resolved at Step I, the employee or BEA representative may, within ten (10) working days of the receipt of the principal's answer, submit to the Superintendent, or his/her designee, a signed written "Statement of Grievance". A copy shall be given to the principal involved. The "Statement of Grievance" shall name the employee involved, state the facts giving rise to the grievance, identify all the provisions of this Agreement alleged to be violated by appropriate reference, state the contention of the employee and the Association with respect to these provisions, indicate the relief requested and be signed by the employee and/or the Association.

The Superintendent, or his/her designee, shall give the employee an answer in writing no later than ten (10) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the Association.

Step III:

If a satisfactory disposition of the grievance is not made at Step II above, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) days from the date the written decision from Step II is issued.

D. Any grievance not advanced to the next step by the Association within the time limits in that step, or if no time limit is specified, within two (2) working days, shall be deemed abandoned. Time

limits may be extended by the Superintendent, or his/her designee, and the Association provided such time limit extension is in writing.

E. Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in causes of alleged violation of the specific articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. The arbitrator shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session, of 1937 of Michigan as amended), or by the Civil Rights Commission or by the Workers' Compensation Board, or by the Employment Relations Commission.

3. The arbitrator shall have no power to rule on the dismissal of a probationary teacher.

F. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

G. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither shall be responsible for the expense of witnesses called by the other.

H. Claim for Back Pay

1. All claims for back pay shall be limited to the amount of pay that the employee would otherwise have earned.

2. No decision in any one (1) case shall require retroactive wage adjustment in any other case.

Article 17– Mentors and Mentees

A. Mentors

Pursuant to Section 1526 of the Michigan Revised School Code, probationary classroom teachers will be assigned one (1) or more mentors. One (1) or more master teachers, college professors or retired master teachers shall act as a mentor or mentors to the classroom teacher. Tenured employees shall be considered first for such assignments. The right of selection of mentors is reserved to the Superintendent, or his/her designee. Any employee so selected may decline.

In making appointments, the Superintendent, or his/her designee, will consider (by way of example), degrees earned, areas of certification, participation in professional development activities and performance record of internal and external applicants. Probationary employees may serve as mentors if significant experience, graduate degree(s) or other professional accomplishments recommend them as master teachers.

The responsibilities of the mentor will be determined by the administration. In general, the responsibilities will include (again only by means of illustration) assisting the employee in fulfilling the objectives of the employee's Individualized Development Plan and guidance in such areas as classroom management and instruction delivery.

If an employee is appointed as a mentor, it will be a one (1) year assignment and the following provisions shall apply:

1. The employee serving as a mentor shall not participate in the supervision or evaluation of other employees.
2. Where possible, the employee mentor and the probationary employee shall be assigned a common preparation time.
3. Each mentor shall be compensated at the rate of two percent (2%) of the BA base per full year of his/her service. Mentor training activities outside the work day or school year shall not exceed five (5) days and shall be compensated at the Schedule B rate of .0008 of the BA base.

Mentors may also be assigned to non-probationary employees at the discretion of administrators. Administrative expectations of mentors involved in the counsel of non-probationary employees shall conform to the non-supervisory roles anticipated above.

B. Mentees

1. Mentees may request additional days, that shall not be deducted from his or her accumulated leave days, to be used for the purpose of school business. Examples of acceptable requests for additional days include, but are not limited to, classroom observations, working with his or her mentor, curriculum work and professional development.
2. Mentees shall be provided up to $250 annual stipend toward registration, materials, and/or travel expenses for professional development. A description of the professional development opportunity, along with the date(s) and total estimated cost, must be submitted to the Superintendent or his/her designee prior to registration.
3. Mentees shall meet regularly with assigned mentor.

Article 18- Special Regulations

A. Credit Hours

1. Hours of credit to be used in determining placement on the BA, BA+30/MA, MA+15, MA+30 and/or 2nd MA or Educational Specialist schedules shall be:
    a. Graduate credit semester hours. However, no pay or credit for hours shall be given on Schedule A for "credit" received from a non-accredited school or for credits produced solely by travel without required study.

b. In the employee's major or minor subject area; or in education; or in an allied field such as psychology, counseling and guidance, or in a subject area the employee is currently teaching.

c. All credits can be used for advancement on the schedule, though no double dipping. For example, if an employee earns an endorsement with 30 credits for advancement to BA+30, then begins a new degree resulting in a Master's degree, that employee would keep the credit of the original 30 credits, in addition to the Master's degree, resulting in a change to MA+30.

2. This requirement may be waived by the Superintendent upon individual request if, in the Superintendent's judgment, the course work in question will contribute to the employee's professional growth.

B. Teaching Experience

1. An employee moving horizontally on the salary schedule shall be placed at the step commensurate with his/her years of credit for service.

2. A new hire shall be placed at the appropriate degree level and salary schedule step commensurate with teaching experience as determined by the Superintendent and the new employee at the time the initial individual contract is signed. Thereafter, this employee will move vertically and horizontally on the salary schedule in concert with the movements of other, more senior employees.

3. In determining placement on the salary schedule of a new hire, no employee shall be placed at a half-step.

Article 19- Future Negotiations

A. Negotiations for a successor to this Agreement shall begin no later than May 15 of the year it expires.

B. This Agreement shall be effective upon ratification by both parties and shall continue in effect until June 30, 2028.

C. Negotiations regarding working conditions related to the COVID-19 pandemic shall commence prior to the start of each school year covered by this contract. The district and BEA agree to review current MIOSHA orders, Ionia County Health Department Recommendations, and state mandates relating to the ongoing pandemic as conditions, mandates, and orders are revised, changed, or terminated.

Salary Schedule A 2025-2026

Step	BA	BA+30/MA	MA+15	MA+30/Ed.Sp./2nd MA
1	46681.95	48033.30	56952.00	59185.35
2	47251.05	48819.75	57738.45	59970.75
3	48034.35	49603.05	58521.75	60754.05
4	48820.80	50390.55	59308.20	61540.50
5	49696.50	51440.55	60094.65	62325.90
6	50984.85	52805.55	60877.95	63110.25
7	52883.25	54327.00	61664.40	63894.60
8	54070.80	54808.95	62449.80	64680.00
9	54811.05	56952.00	62920.20	65466.45
10	56953.05	59185.35	63393.75	66250.80
11	59186.40	61502.70	63913.50	67037.25
12	61503.75	63913.50	66417.75	69029.10
13	63914.55	66417.75	69029.10	71740.20
14	64554.00	67070.85	69720.00	72458.40
15	66420.90	69029.10	71739.15	74568.90
16	67084.50	69720.00	72457.35	75314.40
17	67755.45	70417.20	73181.85	76068.30
18	68433.75	71121.75	73913.70	76828.50
19	69118.35	71832.60	74652.90	77597.10
20	72055.20	74873.40	77814.45	80869.95
21	72775.50	75622.05	78592.50	81678.45
22	73503.15	76379.10	79377.90	82495.35
23	74238.15	77142.45	80171.70	83319.60
24	74980.50	77914.20	80973.90	84153.30
25	76957.65	79775.85	82715.85	85772.40
26	77343.00	80174.85	83129.55	86200.80
27	77729.40	80575.95	83545.35	86632.35
28	78117.90	80978.10	83963.25	87064.95
29	78508.50	81383.40	84383.25	87501.75
30	78901.20	81790.80	84805.35	87938.55

Salary Schedule B 2026-2027

Step	BA	BA+30/MA	MA+15	MA+30/Ed.Sp./2nd MA
1	48082.41	49474.30	58660.56	60960.91
2	48668.58	50284.34	59470.60	61769.87
3	49475.38	51091.14	60277.40	62576.67
4	50285.42	51902.27	61087.45	63386.72
5	51187.40	52983.77	61897.49	64195.68
6	52514.40	54389.72	62704.29	65003.56
7	54469.75	55956.81	63514.33	65811.44
8	55692.92	56453.22	64323.29	66620.40
9	56455.38	58660.56	64807.81	67430.44
10	58661.64	60960.91	65295.56	68238.32
11	60961.99	63347.78	65830.91	69048.37
12	63348.86	65830.91	68410.28	71099.97
13	65831.99	68410.28	71099.97	73892.41
14	66490.62	69082.98	71811.60	74632.15
15	68413.53	71099.97	73891.32	76805.97
16	69097.04	71811.60	74631.07	77573.83
17	69788.11	72529.72	75377.31	78350.35
18	70486.76	73255.40	76131.11	79133.36
19	71191.90	73987.58	76892.49	79925.01
20	74216.86	77119.60	80148.88	83296.05
21	74958.77	77890.71	80950.28	84128.80
22	75708.24	78670.47	81759.24	84970.21
23	76465.29	79456.72	82576.85	85819.19
24	77229.92	80251.63	83403.12	86677.90
25	79266.38	82169.13	85179.33	88345.57
26	79663.29	82580.10	85623.44	88786.82
27	80061.28	82993.23	86051.71	89231.31
28	80461.44	83407.44	86482.15	89676.90
29	80863.76	83824.90	86914.75	90126.80
30	81268.24	84244.52	87349.51	90576.71

Salary Schedule C 2027-2028

Step	BA	BA+30/MA	MA+15	MA+30/Ed.Sp./2nd MA
1	49524.88	50958.53	60420.38	62789.74
2	50128.64	51792.87	61254.72	63622.97
3	50959.64	52623.87	62085.72	64453.97
4	51793.98	53459.34	62920.07	65288.32
5	52723.02	54573.28	63754.41	66121.55
6	54089.83	56021.41	64585.42	66953.67
7	56103.84	57635.51	65419.76	67785.78
8	57363.71	58146.82	66252.99	68619.01
9	58149.04	60420.38	66752.04	69453.35
10	60421.49	62789.74	67254.43	70285.47
11	62790.85	65248.21	67805.84	71119.82
12	65249.33	67805.84	70462.59	73232.97
13	67806.95	70462.59	73232.97	76109.18
14	68485.34	71155.47	73965.95	76871.11
15	70465.94	73232.97	76108.06	79110.15
16	71169.95	73965.95	76870.00	79901.04
17	71881.75	74705.61	77638.63	80700.86
18	72601.36	75453.06	78415.04	81507.36
19	73327.66	76207.21	79199.26	82322.76
20	76443.37	79433.19	82553.35	85794.93
21	77207.53	80227.43	83378.79	86652.66
22	77979.49	81030.58	84212.02	87519.32
23	78759.25	81840.42	85054.16	88393.77
24	79546.82	82659.18	85905.21	89278.24
25	81644.37	84634.20	87734.71	90995.94
26	82053.19	85057.50	88192.14	91450.42
27	82463.12	85483.03	88633.26	91908.25
28	82875.28	85909.66	89076.61	92367.21
29	83289.67	86339.65	89522.19	92830.60
30	83706.29	86771.86	89970.00	93294.01

Any BEA staff member who is currently in their first-fifth year of teaching/working at BAS and provides evidence to the district that their residence is within the school district boundary, will receive $200 per month towards their housing costs. This amount will be paid out twice a year (January and June). The district caps the total amount at $40,000. If requests exceed $40,000, a prorated amount will be provided to each qualifying participant.

If the state foundation allowance increases by more than 4%, in the fall of 2025, 2026, or 2027, an off-schedule payment of $1,000 will be made to each BEA member in February of the following calendar year.

If the per-pupil count increases by more than 30 students from the previous fall per-pupil count in the fall of 2025, 2026, or 2027, an off-schedule payment of $500 will be made to each BEA member in February of the following calendar year.

Schedule D- Hourly Salary Schedule

Driver Training	$30 per hour	Cap of 300 hours total for program, not to exceed revenue
Substitute during preparation period	.0008 x BA base per hour	
In-service/Curriculum Work	.0008 x BA base per hour	***See below
Success Center	.0008 x BA base per hour	
Saturday School	.0008 x BA base per hour	
FFA Advisor Summer Work with students	.0008 x BA base per hour	
Leading and/or Facilitating Internal District PD (prior approval by Administrator required; prep time included)	.0008 x BA base per hour.	

***With mutual consent between the Board, or its designee, and an employee, additional in-service days/curriculum work that is not included in the schedule of contract days and attendance days may be scheduled. Participants shall be paid at an hourly rate listed in Schedule B. Such in-service/curriculum work shall be provided only after descriptive writing and goal objectives and estimated time commitment/compensation have been co-signed by the participants and the Superintendent.

Schedule E- Extra Pay for Coaching Athletics

Following is a list of salaries to be paid if such positions are filled by the Board. The percentages shown will be applied to the BA base plus pay increments, provided, however, that the number of increments used to determine this pay will be equal to the number of years of coaching experience that the coach has had in that particular sport.

Once an employee reaches step 11 they will be frozen at that step on the BA column for the duration of the assignment.

HS Football	**Rate**	**HS Volleyball**	**Rate**	**HS Baseball**	**Rate**
Head Coach	13%	Head Coach	13%	Head Coach	10%
Assistant 1	9%	JV/Assistant	9%	JV/Assistant	8%
Assistant 2	8%				
Assistant 3	8%	**HS Boys Track**	**Rate**	**Softball**	**Rate**
Assistant 4	8%	Head Coach	10%	Head Coach	10%
Assistant 5	8%	Assistant Coach	8%	JV/Assistant	8%
Assistant 6	8%				
		HS Girls Track	**Rate**	**HS Boys Golf**	**Rate**
HS Boys Basketball	**Rate**	Head Coach	10%	Head Coach	10%
Head Coach	13%	Assistant Coach	8%	JV Coach	8%
JV/Assistant	9%				
		HS Wrestling	**Rate**	**HS Girls Golf**	**Rate**
HS Girls Basketball	**Rate**	Head Coach	13%	Head Coach	10%
Head Coach	13%	Assistant Coach	9%	JV Coach	8%
JV/Assistant	9%				
		HS Sideline Cheer	**Rate**	**Cross Country**	**Rate**
HS Boys Soccer	**Rate**	Head Coach	6%	Head Coach	10%
Head Coach	10%	JV/Assistant	5%	Assistant Coach	8%
Assistant Coach	8%				
		HS Comp Cheer	**Rate**	**HS Boys Bowling**	**Rate**
HS Girls Soccer	**Rate**	Head Coach	10%	Head Coach	6%
Head Coach	10%	JV/Assistant	8%	Assistant Coach	3%
Assistant Coach	8%				
		MS Boys Basketball	**Rate**	**HS Girls Bowling**	**Rate**
MS Football	**Rate**	8th Grade Head Coach	6%	Head Coach	6%
8th Grade Head Coach	6%	7th Grade Head Coach	6%	Assistant Coach	3%
7th Grade Head Coach	6%				
8th Grade Assistant	3%	**MS Boys Track**	**Rate**	**MS Girls Basketball**	**Rate**
7th Grade Assistant	3%	Head Coach	6%	8th Grade Head Coach	6%
		Assistant Coach	3%	7th Grade Head Coach	6%
MS Cross Country	**Rate**				
Head Coach	6%	**MS Girls Track**	**Rate**	**MS Volleyball**	**Rate**
		Head Coach	6%	8th Grade Head Coach	6%
MS Wrestling	**Rate**	Assistant Coach	3%	7th Grade Head Coach	6%
Head Coach	6%				
		HS eSports	**Rate**	**MS Comp Cheer**	**Rate**
Strength/Conditioning	**Rate**	Head Coach	4%	Head Coach	6%
Head Coach	9%			Assistant Coach	3%

Freshman sports: With prior approval from Superintendent or his/her designee, a Freshman team can be created based on interest, and the Head Coach will be paid 7% as defined by this section.

Programs without a JV team, at the discretion of the Superintendent, may still have a paid assistant where indicated.

The employee shall sign a contract indicating the position he or she is hired for prior to the first practice of the season.

The Administration shall annually evaluate each head coach within sixty (60) calendar days following the completion of his/her sport's season. Each head coach shall annually evaluate his/her assistant coach(es) within sixty (60) calendar days following the completion of his/her sport's season.

Schedule F - Extra Assignments

Unless required as part of a classroom assignment, positions under Schedule F are voluntary.

The Board recognizes the value of providing students an opportunity to express and develop individual interests that are not satisfied by the confines of the regular school program. The development of interests not only helps students to become well-adjusted but also helps to form good attitudes toward school in general.

The Board, therefore, encourages the organization of student activity groups and authorizes the formation and organization of such groups subject to the approval of building principals.

Student activity groups are under the general supervision and jurisdiction of building principals. The building principal is responsible for the selection of employees/sponsors for these groups and also has the authority to change the assignment of an employee/sponsor to a group if, in his/her judgment, there is a need to do so. The building principal is further authorized to discontinue any student activity group which, in his/her opinion, has ceased to function as an effective group.

An employee/sponsor should at all times be mindful of the general purposes of student activity groups as set forth by the Board. At the same time, he/she should have certain responsibilities to his/her group which are more specific in nature. At the beginning of the year, he/she should insist that the group establish its goal for the year and lay plans as to how these goals will be accomplished. He/she is to supervise all meetings and activities or make adequate provision for the same, subject to the approval of the building principal. Student activity groups provide an opportunity for employees/sponsors to work on a more personal basis with students while helping them find a way to express themselves individually in an acceptable way and helping them to have respect for their fellow students. An employee/sponsor should strive to build or maintain an interesting and active group and should seek the help of the building principal should a group seem to be having difficulty in this respect.

The percentages shown will be applied to the BA base plus pay increments, provided, however, that the number of increments used to determine this pay will be equal to the number of years of mentoring experience that the mentor has had in that particular student activity group.

Once an employee reaches step 11, they will be frozen at that step on the BA column for the duration of the assignment.

Student activity groups are categorized as follows:

Student Club Supervisor	1%

The Superintendent or his/her designee approves all clubs/appointments. The Building Principal must maintain an up-to-date copy of approved clubs and supervisors.

Music Department	Rate		Drama Department	Rate
Variety Show Director	2%		Middle School Drama Director	3%
Vocal Music Director	2%		High School Drama Director (limit 2 productions/year)	7% per production
MS Band Director/HS Asst. Director	8%		HS Assistant Drama Director (limit 2 productions/year)	2%
HS Band Director	15%		Orchestra Conductor for Drama (limit 2 productions/year)	2%
HS Band Assistants (up to 4 people)	3%			
Winter Guard 6-12	3%		**Other Assignments**	**Rate**
			Independent Study (per student, per marking term, max: 2 students)	1%
Service Groups	**Rate**		Building School Improvement Chair	2%
5th Grade Trip Coordinator	1%		AR Building Coordinator	1%
8th Grade Trip Coordinator	1%		Science Olympiad Coach	1%
MS National Junior Honor Society	2%		Battle of the Books Chair	2%
HS National Honor Society	3%		WEB Coordinator (when not a class)	4% or 1.5% per person, max 3
Elementary Student Council	2%		MS Yearbook Sponsor (when not a class)	4%
MS Student Council	3%		HS Yearbook Sponsor (when not a class)	9%
HS Student Council	3%		Elementary Robotics	1%
Youth Advisory Council	1%		MS Robotics	3%
Renaissance Coordinator	1%		HS Robotics	6%
			Art Club	1%
Academic Classes	**Rate**		Run Club	1%
Junior Class/Prom	2%		Gardening Club	1%
Senior Class/Graduation	3%		Business Professionals of America	4%
Department/Grade Level Chair	3%		Senior Exit Interview Chair	2%
			Debate	1%
Assessment Coordinators	**Rate**		Forensics	1%
Testing Coordinator	2%		FFA Advisor	6%
HS Testing Accommodations Coord.	1%		Family Involvement Coordinator	2%
AP Test Coordinator	1%		March is Reading Month Chair	1%
			STEAM Club	1%

School Calendar

A. In the event the District is out of compliance with respect to the minimum number of required days of student instruction, professional development time or student contact hours, the Superintendent and Association President will make the necessary amendments to the calendar and/or other related provisions of the Agreement to assure compliance. Such adjustments will not result in added cost to the District.

B. For the school years represented by this contract, the calendar will contain 180 student instruction days and 183 staff reporting days.

C. It is recognized that the calendar may be out of compliance as it relates to the state requirement that the winter holiday break and spring break correspond to the Ionia ISD calendar. If the ISD establishes a different winter and holiday spring break than is in the Belding calendar, the winter holiday and spring breaks in the Belding calendar will be adjusted in order to be in compliance with state law. The Superintendent and Association President will make the necessary adjustments to assure compliance.

D. In order to bring district-wide consistency and allow ample time for parent-teacher conferences, open houses, orientations and family night type activities, the parties agree that there will be fourteen (14) hours of required time for teachers for such activities. If a building has a need to have more than fourteen (14) hours scheduled time for such events, then a method of compensation time as reimbursement shall be worked out at the building level.

E. The parties agree that negotiations for the 2028-29 school calendar shall commence on or before February 1, 2028.

2025-2026 School Event Calendar

July 2025

Su	M	Tu	W	Th	F	Sa
		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		

July

4	Independence day

August 2025

Su	M	Tu	W	Th	F	Sa
					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						

August

14/15	New Staff PD; 1/2 Day Virtual PD Safe Schools
18	Full Day PD
19	Full Day PD
20	First Day of School
29	No School
7	Days This Month
7	Total Days

September 2025

Su	M	Tu	W	Th	F	Sa
	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				

September

1	No School; Labor Day
12	Half Day Students; Half Day PD
21	Days This Month
28	Total Days

October 2025

Su	M	Tu	W	Th	F	Sa
			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	

October

17	End of 1st MP
20	No School; Fall Break
22	Half Day Elementary Only (Conferences)
41	Days in MP1
22	Days This Month
50	Total Days

November 2025

Su	M	Tu	W	Th	F	Sa
						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						

November

26	No School
27	No School; Thanksgiving
28	No School
17	Days This Month
67	Total Days

December 2025

Su	M	Tu	W	Th	F	Sa
	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			

December

19	End of MP2/S1; Half Day Students; Half Day PD
22-31	No School; Winter Break
41	Days in MP2
15	Days This Month
82	Total Days

January 2026

Su	M	Tu	W	Th	F	Sa
				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

January

1	New Year's Day
2, 3	No School
5	Start of 2nd Semester; 3rd Marking Period
20	Days This Month
102	Total Days

February 2026

Su	M	Tu	W	Th	F	Sa
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

February

13	Full Day PD; No students
16	No School; Midwinter Break
18	Days This Month
120	Total Days

March 2026

Su	M	Tu	W	Th	F	Sa
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				

March

4	Half Day Elementary Only (Conferences)
13	Last Day of MP3
13	1/2 Day Students; 1/2 Day PD
48	Days in MP3
22	Days This Month
142	Total Days

April 2026

Su	M	Tu	W	Th	F	Sa
			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		

April

3-10	No School; Spring Break
16	Days This Month
158	Total Days

May 2026

Su	M	Tu	W	Th	F	Sa
					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						

May

21	Graduation
22, 25	No School; Memorial Day Weekend
19	Days This Month
177	Total Days

June 2026

Su	M	Tu	W	Th	F	Sa
	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				

June

3	1/2 Day of School; 1/2 Day Records; Last Day of School
4, 5	Possible Make-Up Days
50	Days in MP4
3	Days This Month
180	Total Days

2026-2027 School Event Calendar

July 2026

Su	M	Tu	W	Th	F	Sa
			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	

July

4	Independence day

August 2026

Su	M	Tu	W	Th	F	Sa
						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					

August

13-14	New Staff PD; 1/2 Day Virtual PD Safe Schools
17	Full Day PD
18	Full Day PD
19	First Day of School
9	Days This Month
9	Total Days

September 2026

Su	M	Tu	W	Th	F	Sa
		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			

September

4	No School; Labor Day Weekend
7	No School; Labor Day
18	Half Day School; Half Day PD
20	Days This Month
29	Total Days

October 2026

Su	M	Tu	W	Th	F	Sa
				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

October

16	End of 1st MP
19	No School; Fall Break
21	Half Day Elementary Only (Conferences)
41	Days in MP1
21	Days This Month
50	Total Days

November 2026

Su	M	Tu	W	Th	F	Sa
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					

November

25	No School
26	No School; Thanksgiving
27	No School
18	Days This Month
68	Total Days

December 2026

Su	M	Tu	W	Th	F	Sa
		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		

December

18	End of MP2/S1; Half Day Students; Half Day PD
21-31	No School; Winter Break
41	Days in MP2
14	Days This Month
82	Total Days

January 2027

Su	M	Tu	W	Th	F	Sa
					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						

January

1	New Year's Day; No School
4	Start of 2nd Semester; 3rd Marking Period
20	Days This Month
102	Total Days

February 2027

Su	M	Tu	W	Th	F	Sa
	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						

February

12	Full Day PD; No students
15	No School; Midwinter Break
18	Days This Month
120	Total Days

March 2027

Su	M	Tu	W	Th	F	Sa
	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			

March

3	Half Day Elementary Only (Conferences)
12	Last Day of MP3
12	1/2 Day Students; 1/2 Day PD
48	Days in MP3
23	Days This Month
143	Total Days

April 2027

Su	M	Tu	W	Th	F	Sa
				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	

April

2-9	No School; Spring Break
16	Days This Month
159	Total Days

May 2027

Su	M	Tu	W	Th	F	Sa
						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					

May

20	Graduation
28, 31	No School; Memorial Day Weekend
19	Days This Month
178	Total Days

June 2027

Su	M	Tu	W	Th	F	Sa
		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			

June

2	1/2 Day of School; 1/2 Day Records; Last day of School
3, 4	Possible Make-Up Days
50	Days in MP4
2	Days This Month
180	Total Days

2027-2028 School Event Calendar

July 2027

Su	M	Tu	W	Th	F	Sa
				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

July

4	Independence day

August 2027

Su	M	Tu	W	Th	F	Sa
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				

August

12, 13	New Staff PD; 1/2 Day Virtual PD Safe Schools
16	Full Day PD
17	Full Day PD
18	First Day of School
10	Days This Month
10	Total Days

September 2027

Su	M	Tu	W	Th	F	Sa
			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		

September

3, 6	No School; Labor Day
10	Half Day Students; Half Day PD
20	Days This Month
30	Total Days

October 2027

Su	M	Tu	W	Th	F	Sa
					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						

October

15	End of 1st MP
18	No School; Fall Break
20	Half Day Elementary Only (Conferences)
41	Days in MP1
20	Days This Month
50	Total Days

November 2027

Su	M	Tu	W	Th	F	Sa
	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				

November

24	No School
25	No School; Thanksgiving
26	No School
19	Days This Month
69	Total Days

December 2027

Su	M	Tu	W	Th	F	Sa
			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	

December

17	End of MP2/S1; Half Day Students; Half Day PD
20-31	No School; Winter Break
41	Days in MP2
13	Days This Month
82	Total Days

January 2028

Su	M	Tu	W	Th	F	Sa
						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					

January

1	New Year's Day
3	Start of 2nd Semester; 3rd Marking Period
21	Days This Month
103	Total Days

February 2028

Su	M	Tu	W	Th	F	Sa
		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				

February

11	Full Day PD; No students
14	No School; Midwinter Break
19	Days This Month
122	Total Days

March 2028

Su	M	Tu	W	Th	F	Sa
			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	

March

1	Half Day Elementary Only (Conferences)
10	Last Day of MP3
10	1/2 Day Students; 1/2 Day PD
31	No School, Spring Break
48	Days in MP3
22	Days This Month
144	Total Days

April 2028

Su	M	Tu	W	Th	F	Sa
						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						

April

3-7	No School; Spring Break
15	Days This Month
159	Total Days

May 2028

Su	M	Tu	W	Th	F	Sa
	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			

May

18	Graduation
26, 29	No School; Memorial Day Weekend
31	1/2 Day of School; 1/2 Day Records; Last Day of School
21	Days This Month
180	Total Days

June 2028

Su	M	Tu	W	Th	F	Sa
				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	

June

1, 2	Possible Make-Up Days
50	Days in MP4
0	Days This Month
180	Total Days

Grievance Form

Name of Grievant: _____ Building:_____

Date Filed:_____ Assignment:_____

Copies of this form are to be distributed as follows:

Superintendent: 1 copy Association: 1 copy

Principal: 2 copies Grievant: 1 copy

STEP I

To be completed within ten (10) working days* from the date of the alleged grievance.

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance and Relief Sought: (attached additional information as needed)

_____
_____
_____
_____
_____

_____ _____

Signature Date

Within ten (10) working days* after receipt of grievance statement, the principal shall issue a written response to the grievant.

C. Disposition by Principal

_____
_____
_____
_____
_____

_____ _____

Signature Date

D. Grievant and/or Association Position

_____
_____
_____
_____
_____

_____ _____

Signature Date

If the grievance is not resolved, Step II must be completed within ten (10) working days*. The signed grievance statement must be submitted to the Superintendent and copied to the principal.

STEP II

A. Grievance Received by Superintendent (date stamped and initialed by Central Office)

The Superintendent shall give the grievant an answer in writing no later than ten (10) working days* after receipt of written grievance.

B. Disposition by Superintendent

_____
_____
_____
_____
_____

_____ _____

Signature Date

C. Position of Grievant and/or Association

_____
_____
_____
_____
_____

_____ _____

Signature Date

STEP III

A. Date submitted to Arbitration: _____

B. Disposition by Arbitration

_____
_____
_____
_____
_____

C. Date of Decision: _____

_____

Signature of Arbitrator

*Time limits may be extended by the Board and the Association in writing.

Letter of Agreement re: Employees not within the Teacher Tenure Act

Letter of Agreement between the

Belding Area Schools Board of Education and the

Belding Education Association

The following provisions in Attachment A were removed from prior Master Agreement's because they concern "prohibited subjects of bargaining" under Section 15 of the Public Employment Relations Act regarding employees whose employment is regulated by the Teachers' Tenure Act.

The provisions in Attachment A shall remain enforceable only in regard to bargaining unit employees whose employment is not regulated by the Teachers' Tenure Act. Articles which were removed in their entirety have been given new article numbers.

This Letter of Agreement shall be effective upon ratification by both the Board and the Association.

For the District

3-1-2023
Dated

For the Association

Attachment A

Article 2 - Association and Employee Rights

T. Just Cause

1. As it relates to individual employees who are not regulated by the Teacher Tenure Act, no non- probationary employee shall be disciplined, warned, reprimanded, suspended, reduced in rank or professional advantage, discharged, or subjected to other actions of a disciplinary nature without just cause. Any such action which has recourse through the Tenure Act shall not be subject to the grievance procedure. The specific grounds for forming the basis for disciplinary action will be made available to the employee and the Association in writing. The following shall act as guidelines for just cause:

    a. Did the employee have reasonable foreknowledge that his/her conduct would be subject to discipline, including discharge?

    b. Was the rule he/she violated reasonable relative to the safe, efficient, and orderly operation of the district?

    c. Did the administration make a reasonable effort to discover whether the rule was violated before the discipline was administrated?

    d. Was the investigation fair and objective?

    e. Did the administration obtain substantial evidence that the employee was guilty of the offense with which he/she was charged?

    f. Was the discipline nondiscriminatory?

    g. Was the degree of discipline reasonable relative to the seriousness of the proven offense and/or to the employee's employment record?

2. As it relates to individual employees who are not regulated by the Teacher Tenure Act**,** an employee shall be entitled to have an Association Representative present during any meeting that may lead to disciplinary action. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised of the right to representation under the provisions of this Agreement. The District has the right to place an employee on administrative leave, pending conclusion of a disciplinary investigation, even if the employee is not immediately interviewed due to the absence of an Association Representative. The Association recognizes its responsibility to promptly provide representation so that any investigation is not unnecessarily delayed.

3. As it relates to individual employees who are not regulated by the Teacher Tenure Act, in the event an employee is given a verbal reprimand, or warning, it shall be put into writing and shall clearly indicate that it is a verbal reprimand, or warning. The employee shall be provided a copy of said verbal reprimand, or warning, and a copy shall be placed into the employee's personnel file.

4. As it relates to individual employees who are not regulated by the Teacher Tenure Act, in considering the level of discipline being imposed, the circumstances, nature of the offense and prior disciplinary record may be considered.

Article 9 - Leave of Absence

I. As it relates to individual employees who are not regulated by the Teacher Tenure Act, the Board may grant a leave of absence under the following conditions:

1. An employee granted a leave of absence shall be entitled to return from such leave and shall be assigned to the same position or a substantially equivalent position, provided the employee is certified, qualified and has sufficient seniority per Article 12, Section A.

2. The employee displaced by the returning employee shall be considered for any vacancies in accordance with the Teachers' Tenure Act and A. above. When a tenured employee is granted a leave of absence and if the vacancy is filled by hiring a non-tenured employee:

   a. The non-tenured employee shall be issued a contract not to exceed one (1) year and the non-tenured employee contract shall terminate at the end of the year.

   b. The non-tenured employee shall be paid at the rate commensurate with education and teaching experience.

Article 18 - Vacancies, Transfers and Promotions

A. As it relates to individual employees who are not regulated by the Teacher Tenure Act, a vacancy is defined as a newly created position or a current position in the bargaining unit which the Board intends to fill which has become open due to death, reassignment, retirement, resignation or dismissal of an employee. Such positions will not be posted until all teachers are assigned.

1. The above vacancies shall be posted online and via school email to all staff.

2. Positions as described above shall be posted at least ten (10) business days prior to being permanently filled, unless the vacancy occurs and is posted within ten (10) business days of the first official teacher work day of the school year. In that case, the posting period will be five (5) business days.

3. Any employee may apply for such positions by submitting a written letter to the Superintendent's Office.

4. After the last instructional day of the year, the Board shall post vacancies at the Superintendent's Office. An employee with a request for a transfer on file under D. below or who has requested summer vacancy notices under C. below will be notified.

B. As it relates to individual employees who are not regulated by the Teacher Tenure Act, an employee desiring to learn of position vacancies that occur during the summer shall leave self-addressed, stamped envelopes in the Personnel Office. Application for and filling of such summer vacancies shall follow the procedures in above.

C. As it relates to individual employees who are not regulated by the Teacher Tenure Act, a request by an employee for transfer to a different building or position may be made at any time. Such request shall be made in writing to the Personnel Office with a copy to the Association President. The application shall set forth the school, grade or position sought, and the applicant's qualifications. Such request shall be reviewed twice each year to assure active consideration by the Board. In the event an employee is granted a transfer, the record of the transfer and any pertinent information related to the transfer shall be placed into the employee's personnel file. No employee will be discriminated against because of a request to transfer.

Article 19 - Evaluation Policy

A. As it relates to individual employees who are not regulated by the Teacher Tenure Act, the primary purpose of evaluation is for the improvement of essential job duties.

B. As it relates to individual employees who are not regulated by the Teacher Tenure Act, the principal, or assistant principal, is responsible for the evaluation of all personnel in their building. In meeting this responsibility, the principal, or assistant principal, has the obligation to identify, specifically, any observable inadequacies in individual performances. When such inadequacies are identified, the principal, or assistant principal, must offer guidance and help to the individual for the purpose of correcting such deficiencies.

C. As it relates to individual employees who are not regulated by the Teacher Tenure Act, probationary employees shall be evaluated at least once annually. The annual year-end performance evaluation of a probationary employee must be based on at least two (2) work environment observations, which must be held at least sixty (60) days apart, unless an interval less than sixty (60) days has been mutually agreed upon by the probationary employee and administration. The observations may be announced or unannounced.

   As it relates to individual employees who are not regulated by the Teacher Tenure Act, these employees shall be evaluated at least once every three (3) years (unless a shorter period is required by another statute) based upon at least two (2) work environment observations conducted during the interval covered by the evaluation. The observations may be announced or unannounced.

   As it relates to individual employees who are not regulated by the Teacher Tenure Act, an employee may request or an administrator may elect to conduct additional work environment observations beyond those required by law.

   1. The results of the evaluator's observations will be communicated in written form to the employee within five (5) school days following a workplace visitation provided both the employee and evaluator are present at work. If the evaluator observes any serious deficiencies in the employee's performance, a conference will be held with the employee within five (5) school days of the observation provided both the employee and evaluator are present at work.
   2. The report will not contain a numerical rating system. An employee's performance will be evaluated as "highly effective," "effective," "minimally effective," or "ineffective."

3. In addition, each evaluator may, on an optional basis, submit any additional written reports to the Superintendent throughout the year concerning an employee's performance. In such cases, a copy of the report will be given to the employee. The employee, upon request, will be granted a conference to discuss the contents of such reports within (5) school days of receipt of a report provided the employee, evaluator and Superintendent are present at work.
4. The final report to the Superintendent shall be a summation of all evaluations during the current school year and must be discussed fully with the employee in an individual conference and shall bear both the signature of the evaluator and the signature of the employee. The employee shall be informed that a signature on the report does not necessarily mean that the employee concurs with the evaluation but merely that he/she has seen the report and it has been discussed with him/her. The employee shall also be given a personal copy of the report.
5. Essential Personnel (excluding counselors) shall be evaluated using domains within the teacher evaluation tool that are only specific to the duties assigned to the virtual teacher. These duties and domains will be determined by the virtual teacher and the administrator. Counselors shall be evaluated using the tool specific to evaluating school counselors in the PIVOT tool.

D. As it relates to individual employees who are not regulated by the Teacher Tenure Act, any employee dissatisfied with his/her written evaluation by the evaluator may respond in writing relative to any objections or may initiate an appeal to the Superintendent within five (5) school days. Evaluations are not subject to the grievance procedure. A conference will be held to discuss the appeal within five (5) school days of receipt of the written appeal, provided the employee, evaluator and Superintendent are present at work. An employee may be represented by an Association Representative at an appeal meeting. The arbitrator has no jurisdiction under Article 14(F)(2) or (3) to rule for example on evaluation-based terminations on probationary and tenured employees.

E. As it relates to individual employees who are not regulated by the Teacher Tenure Act, where the employee, evaluator or Superintendent are not present at work under C. or D. above, the timelines will be extended by a corresponding number of days.

F. As it relates to individual employees who are not regulated by the Teacher Tenure Act, nothing in this policy shall preclude any informal evaluation discussions between an evaluator and a teacher.

G. As it relates to individual employees who are not regulated by the Teacher Tenure Act, if an evaluator concludes that an employee should be dismissed because of unsatisfactory performance, this must be recommended to the Superintendent, accompanied by a rationale based on specific incidents described and verified by time and date in the employee's evaluation. The employee shall receive a copy of the evaluator's recommendation to the Superintendent within ten (10) working days of the evaluator's delivery of that recommendation to the Superintendent.

H. As it relates to individual employees who are not regulated by the Teacher Tenure Act, if any other person has provided information to the evaluator in the preparation of the evaluation, that person shall be identified in the report.

I. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that employees alone cannot be held accountable for all aspects of the academic achievement of their pupils.

Article 20 - Layoff/Recall

A. As it relates to individual employees who are not regulated by the Teacher Tenure Act, if conditions warrant a layoff of personnel, the following procedure will be used:
    1. In the event an employee must be laid off, layoff will be on the basis of seniority, certification, and qualifications. It is understood that the Association shall have the right to review the layoff list prior to notification of the individual to be laid off.
    2. An employee in a position being reduced or eliminated shall have the right to be transferred to the full-time position held by the employee with the least seniority for which the more senior employee is certified and qualified. No part-time positions shall be created to retain a senior employee.
    3. If the Board acts to lay off an employee, every effort will be made to notify the employee of that Board action within two (2) working days of the action.

B. As it relates to individual employees who are not regulated by the Teacher Tenure Act, a laid off employee shall be recalled to the first vacancy for which he/she is certified and qualified and in reverse order of layoff. Changes in certification and qualifications after the effective date of an employee's layoff are only taken into consideration in recall to vacant positions. A laid-off employee will be recalled to a vacant position for which he/she is certified and qualified before consideration for transfer to an open position will be given to any currently employed, qualified applicant. It is the laid-off employee's responsibility to have on file with the District a current certificate (including any additions or revisions to the certificate) as well as a current statement of any qualifications upon which recall decisions may be based.

C. As it relates to individual employees who are not regulated by the Teacher Tenure Act, an employee's right to recall shall only extend for a period of three (3) years from the effective date of his/her layoff.

D. As it relates to individual employees who are not regulated by the Teacher Tenure Act, a laid off employee may continue his/her health, dental and life insurance benefits by paying monthly the normal per-subscriber group premium for such benefits to the Board, subject to conditions of existing policies provided such continuation does not affect the group rate.

E. As it relates to individual employees who are not regulated by the Teacher Tenure Act, during a period of impending layoffs in this District, the Board may grant requests for voluntary leaves of absence if the Board deems it economically sound to approve such requests and a satisfactory replacement can be employed.

F. As it relates to individual employees who are not regulated by the Teacher Tenure Act, notification of recall shall be in writing with a copy to the Association President. The notification shall be sent by certified mail to the employee's last known address. It shall be the responsibility of each employee to notify the Board of any change in address.

LETTER OF AGREEMENT (LOA)

Between
The Belding Area Schools Board of Education
and
The Belding Education Association, MEA/NEA

Subject: Distribution of Section 27l(2) Funds – FY 2025–26 Educator Compensation

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Intent and Scope

This Letter of Agreement ("Agreement") is entered into by and between the Belding Board of Education ("District") and the Belding Education Association, MEA/NEA ("Association") for the purpose of fulfilling the statutory requirements and mutual intent of the parties under Section 27l(2) of the FY 2025–26 Michigan School Aid Act regarding educator compensation to offset increased healthcare costs.

The parties acknowledge that Section 27l(2) funds are legislated pass-through monies for additional employee compensation, not employer funding, and that their use and distribution are mandatory subjects of bargaining under the Public Employment Relations Act (PERA).

All 27l(2) compensation provided under this Agreement is MPSERS-reportable compensation, consistent with the rules of the Michigan Office of Retirement Services (ORS).

This Agreement establishes the bargained process, timing, and protections governing the equitable distribution of all 27l(2) funds received by the District and ensures that all covered employees will receive such compensation as supplemental income.

Bargaining Recognition

The parties acknowledge that the allocation and disbursement of Section 27l(2) funds constitute mandatory subjects of bargaining. This Agreement is entered into pursuant to PERA and shall have full contractual force and effect as part of the existing Collective Bargaining Agreement.

The compensation provided herein is in addition to all wages, stipends, and benefits provided under the current Agreement and shall not reduce or offset any other form of compensation or benefit.

Distribution Commitment

The District agrees to distribute all Section 27l(2) funds received for FY 2025–26 to employees covered under the recognition clause of the current Collective Bargaining Agreement on a pro-rata basis.

Educators working at least 25 hours per week will receive full share. Educators working fewer than twenty-five (25) hours per week shall have their FTE calculated by dividing their regularly scheduled weekly hours by twenty-five (25).

Hourly employees working as at least twenty-five (25) hours per week will receive full share. For those working less than 25 hours per week, the prorated share shall be calculated by dividing the employee's regularly scheduled weekly hours by twenty-five (25).

Eligibility

All employees who are members of any bargaining unit recognized by the Michigan Employment Relations Commission (MERC) and who are employed during the funding period defined by Section 27l(2) shall be eligible to receive this additional compensation. Eligibility shall be consistent with the statutory definition of "educator" as provided in Section 7(a) of the Act.

Upon retirement, all 27l(2) compensation for which the employee is eligible shall be paid in full, provided the employee has fulfilled all contractual obligations through the effective date of retirement.

Timing of Payment

The District acknowledges that it has received the Section 27l(2) funds from the State of Michigan for FY 2025–26. The District shall distribute all Section 27l(2) funds to eligible employees no later than the last pay date in March 2026. Failure to distribute funds by this deadline shall constitute a violation of this Agreement and shall be subject to the grievance and arbitration procedure.

Form of Compensation

Each eligible employee shall receive compensation, subject to applicable IRS regulations paid through payroll as additional taxable income, subject to applicable federal, state, and local withholdings.
This amount is MPSERS-reportable compensation.

Transparency and Reporting

The District shall provide the Association with written documentation verifying:

- the total amount of 27l(2) funds received
- the aggregate total distributed to employee

Bargained Enforcement and Grievance Rights

This Agreement is enforceable under the grievance and arbitration procedure of the Collective Bargaining Agreement.

Neither party shall alter, reduce, or redirect any portion of the funds allocated under this Agreement without mutual written consent.

Disputes regarding implementation, eligibility, or payment shall be subject to expedited grievance timelines upon mutual agreement

Duration

This Agreement shall become effective upon execution by the parties and shall remain in full force and effect until all Section 27l(2) compensation has been fully and accurately disbursed to all eligible employees pursuant to this LOA, including any required adjustments or corrective payments, unless amended by mutual written consent of the parties.

Signatures

Signature: _____ Date: 2/23/2026
Name/Title: Superintendent

Brent Noskey/Superintendent of Belding Area Schools

Signature: Donald G. Showich Date: 2/20/26
Name/Title: _____

Donald Showich/BEA President

Signature: _____ Date: 2/20/26
Name/Title: _____

Stacie Weitting/BEA Vice President

Letter of Agreement
Between the
Belding Area Schools
and the
Belding Education Association

RE: 2026-2027 BEA Master Agreement – 2026-2027 Calendar

The parties agree to the following revision to the 2026-2027 Calendar.

The September 11, 2026, half-day Professional Development (PD) day is being moved to September 18, 2026, to allow the elementary buildings to complete the assessments needed for PD.

In witness thereof, the parties have executed this Letter of Agreement by affixing their signatures as follows:

Brent R. Noskey, Superintendent — Date: 3/17/2026

For the BEA — Date: 3/17/26