MASTER AGREEMENT

Between

BOARD OF EDUCATION
BLOOMINGDALE PUBLIC SCHOOL DISTRICT #16

and the

BLOOMINGDALE EDUCATION ASSOCIATION
VAN BUREN COUNTY EDUCATION ASSOCIATION/MEA-NEA

2026-2029

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This Agreement is entered into by and between the Board of Education of the Bloomingdale Public School District #16 of Allegan and Van Buren Counties, Michigan, hereinafter called the "Board" and the VBCEA/Bloomingdale Education Association, MEA-NEA, hereinafter called the "Association".

WITNESSETH

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Bloomingdale School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale and performance of the teaching service, and

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

Whereas, the parties have reached certain understanding which they desire to confirm in this Agreement, In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1
RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all persons holding positions which comprise the bargaining unit as hereinafter defined.

B. The bargaining unit is defined to mean full-time and regularly employed part-time certified classroom teachers including school counselors, certified school social workers, department chairperson, head teachers, librarians, but excluding supervisory personnel, such as but not necessarily limited to, the superintendent, assistant superintendent, administrative assistant, principals, assistant principals, and athletic director, as well as paraprofessionals, substitute teachers, and all others. Certified teachers, for the purpose of this agreement shall be defined to include non-certificated, non-endorsed classroom teaching personnel as defined in section 1233b of The Revised School Code.

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

ARTICLE 2
RIGHTS OF THE BOARD

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

States, including, and without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

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

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 decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.

6. To establish, modify, or change any work or business or school hours or days.

7. To determine the services, supplies, and equipment necessary to continue its operations**;** to determine all methods and means of distributing, disseminating, and selling its services**;** and to set operational methods, schedules, and standards, including the means, methods, and processes of carrying out the work including automation, contracting, or other changes as well as the institution of new or improved methods.

8. To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

9. To adopt rules and regulations for the operation and management of the schools and the school district.

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

ARTICLE 3
ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other

legal activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of the State of Michigan and the United States.

B. Use of school building facilities before or after regular class hours and during lunchtime for Association meetings must have prior approval of the Board. The Board hereby designates as its representative for such purpose the Superintendent of Schools or designated representative. The Board retains the right of room assignment. The use of school phones, equipment, and supplies for Association business must have the prior approval of the Superintendent or designated representative. The Association will reimburse the Board in full for any costs or charges incurred through such use.

C. Space on a bulletin board in each building shall be reserved for the use of the Association for the purpose of posting material dealing with the Association business. The Association shall have use of teacher school mailboxes for the purpose of distributing Association materials. No mail shall be placed in teachers' school mailboxes that deals with participation in, or information about any strike, work stoppage, or slowdown. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association.

D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations.

E. The Board agrees to furnish to the Association in response to reasonable requests all available public information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations (including allocations by the county board); agendas and minutes of all Board meetings including bill payments; census and membership data; names and available addresses of all teachers; salary step and college or university degrees; and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or non-disciplinary complaint. The Association must specify the information desired in a written request addressed to the Board and signed by the President of the Association. Original records are to be examined only at the school office in the presence of the administrator or designated representative charged with their safe keeping. The Board is under no obligation to undertake special studies, or to call in outside consultants to secure and give to the Association such information which is not readily available. The Association shall reimburse the Board for any expense directly incurred as a result of the request for such information or making records available.

F. The Board shall notify the Association of any new or modified construction program or major revisions of the educational policy which are proposed or under consideration and the

Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

G. The provisions of this Agreement and the wages, hours, terms, and considerations of employment shall be applied without regard to race, creed, religion, color, national origin, sex, age, or marital status.

H. The parties agree that all aspects of the school calendar are negotiable including length of the school year, and further agree that the school calendar shall be set forth in Schedule D. Any deviation shall be by mutual written consent.

I. The Superintendent shall place on the agenda of each regular Board meeting any matters brought to their attention by the Association so long as those matters are made known at the Superintendent's office one week prior to said regular meeting.

ARTICLE 4
PAYROLL DEDUCTIONS

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for approved annuities.

ARTICLE 5
TEACHING HOURS AND CLASS LOADS

A. The normal workday for teachers shall be 7.0 hours (30-minute lunch not included). Elementary teachers shall report no later than 7:50 a.m. (10 minutes prior to the beginning of the student's instruction day) and be at their classroom or work station no later than 8:00 a.m. MS/HS teachers shall report no later than 7:45 a.m. (15 minutes prior to the beginning of the student instructional day) and be at their classroom or work station no later than 7:55 a.m.

Elementary teachers shall be free to leave the building at 3:20 pm (10 minutes after the end of the student instructional day).

MS/HS teachers shall be free to leave the building at 3:15 pm (15 minutes after the end of the student instructional day). All teachers shall have a duty free lunch period of 30 continuous minutes.

Before or after school, teachers may be required to supervise students, be on duty, and/or attend job-related activities of the school such as parent conferences, IEP meetings, PLC meetings, grade-level meetings, and staff meetings.

STUDENTS	START	END	TEACHERS	START	END
Elementary	8:00 a.m.	3:10 p.m.	Elementary	7:50 a.m.	3:20 p.m.
Secondary	8:00 a.m.	3:00 p.m.	Secondary	7:45 a.m.	3:15 p.m.

The Elementary students' recess will be 15 minutes with the lunch/recess 35 minutes. It is agreed that when a teacher's hourly rate is calculated the workday shall equal 7.0 hours.

Teachers are encouraged to remain for a sufficient period after the close of the pupils' day to attend to those matters which may properly require attention at that time. When the Superintendent or their designated representative determines that students shall be dismissed because of inclement weather, the teachers' day of those students shall end at the close of the students' day.

B. A maximum teaching load in the middle school and the senior high school will be six (6) teaching periods per school day. Unless the teacher agrees in writing, a teacher's planning time will not be scheduled during an advisory period. Assignments to a supervised study period or another assignment requiring coordination of programs will not be considered a teaching assignment.

The weekly teaching load in the elementary school will not exceed 30 hours of pupil classroom contact per week.

C. Elementary Planning Time – All full-time elementary teachers shall receive 310 minutes of planning time for a normal five day work week (this provision sunsets 6/30/29).

Time counted as planning time will be as follows:

1. The five minutes between lunch and the return of students from lunch/recess.
2. The time students are on recess.
3. The time students are with specials teachers.

During event days including but not limited to field trips, fun days, school-wide events, teachers will not be guaranteed or compensated for their planning time. (Normal subbing during planning time is not included in this. See Article 5.G.).

Duty Free Lunch - All teachers shall be given an uninterrupted duty-free lunch period of not less than 30 minutes.

Inclement Weather/Recess – If there is inclement weather, recesses will be supervised by aides in the all-purpose room. Teachers will be assigned if needed on a rotating basis by the building administrator.

Teachers will be paid $10.00 for supervising each 15 minute recess period. The pay will be prorated if the recess is different than 15 minutes. The supervised recesses will be scheduled, to the extent possible, in August through December and March through June.

D. The person with the authority to place a student on detention shall have the responsibility of supervision of that student while on detention. The elementary staff and principal will establish a mutually agreeable policy concerning noon detention.

E. If a teacher agrees to teach more than the normal teaching load as set forth in this Article,

he shall receive compensation at one and one half (1.5) times their hourly rate for each teaching period in excess of such norms.

F. Elementary and Secondary Teachers Substituting During Their Planning Time. When regular substitutes are not available, Teachers will be asked to volunteer to substitute during their planning time. If there are insufficient volunteers, a list will be established of the remaining Teachers who will be assigned on a rotating basis, starting with the least senior. First-year Teachers, during their first semester, will not be on this list.

G. If a Teacher's planning time is lost due to either subbing for another Teacher or cancellation of their regularly scheduled Special Teacher, they will be paid $40 per hour. All Teachers will also be paid at the rate of $40 per clock hour, prorated to $20 per half hour for each planning period they lose due to the cancellation of the Special Teacher working on their program or attending a program being held during the Teacher's planning time, or attending IEPC outside of school hours.

Employee planning/preparation time shall include time for lesson planning, data collection/review, grading, calling parents, and/or other school-related activities. Attendance at any meeting called by the Administration such as child study, PLC meeting, IEP/504 meeting, and/or curriculum planning/review, during a teacher's planning period may be required up to three (3) times per month. Teachers will be compensated $40 beginning with the fourth full planning period missed per calendar month.

Counselors, school social workers, and any others holding similar non-classroom responsibilities do not have a specified preparation time. Employees holding these positions have an unspecified thirty (30) minute duty-free lunch. These non-classroom teachers are expected to manage their time flexibly based on student needs, building demands, and administrative direction. Administrators retain the authority to assign duties to non-classroom staff, including responsibilities that differ from those assigned to classroom teachers.

H. A teacher engaged during the school day on behalf of the Association in any formal level of the Grievance Procedure as set forth in Article 22 of this Agreement shall be released from regular duties without loss of salary.

I. 1. Recognizing the need for parent-teacher conferences, the Association and the Board agree that at least one day/night per semester may be set aside for such conferences. Plans for such conferences will be worked out by the building administration with their staffs and attendance shall be required. A subcommittee will be established to work out the details of increasing Fall parent-teacher conferences at the elementary school by 1/2 day. The outcome is subject to approval by the Board and the Association. Secondary staff would receive equivalent time for parent-teacher conferences or department and/or in-service meetings.
2. All teachers will make arrangements to be available at parents' request throughout the school year, at a mutually agreed upon time within three days of the request.

3. Teachers are encouraged to attend as many special events as possible. However, all teachers are required to attend Open House, which is scheduled once a year.

J. Instructors shall receive written permission from the Administration in advance before altering the regular student instruction day.

K. All in-service sessions with the approval of the Superintendent, shall be scheduled during the regular school day.

L. All teachers shall be required to attend workday sessions pro-rated according to the number of hours in their regular teaching day. This in no way limits the obligation to attend parent-teacher conferences in Section I above.

M. The Board will grant record days as specified in the calendar at which time there will be general staff meetings not to exceed one hour in length. Attendance at these meetings will be mandatory for all staff members. One hour for Association business will be provided during record days.

N. Teachers shall be required to attend all meetings called by the administration. These meetings shall be held when necessary and limited to a maximum of two meetings per month with an additional one optional meeting per semester for an average duration of one hour. The meetings will begin no later than 15 minutes after student dismissal, 30 minutes if the meeting involves the entire elementary staff. A joint committee of Association Representatives, Principals, Program Directors, and Superintendent will meet in the fall to determine the meeting schedule. Reasonable effort will be made to limit the number of district-wide meetings to two per semester.

O. If the district will fall short of the state requirement for hours of pupil instruction necessary to receive full state funding for any school year throughout the duration of this contract, the parties agree to entirely reopen this Article to mutually agree upon a solution that will achieve the state's minimum requirement.

ARTICLE 6
TEACHING CONDITIONS

A. The Board recognizes the need for the control of class size. It is further recognized that it may be impractical to adhere strictly to the following maximums. However, whenever possible, the District shall strive not to exceed the following maximums:

Kindergarten	23
Grades 1-5	26
English and Languages	28
Mathematics	28
Science	28
Art	27
Physical Education	35
Strength and Conditioning (weight room)	22

Social Studies	28
Music (except performing groups)	30
MS Electives	28
HS Electives (excludes PE)	28
Maker Space	22
Cardinal Incorporated (2 teachers)	40
Special Education	State maximums

The Association can ask for class sizes to be evaluated two weeks into the first and third marking periods.

If 30% of the total number of classes exceed the maximum class size recommendations listed above, a contract opener will occur to discuss potential teacher compensation for the larger class sizes. Compensation will only be allotted to the teacher whose class exceeds the maximum class load, for the number of students over. (A student requested by a teacher to join the class will not count in these numbers. If a teacher requests to have or split a class for convenience purposes will not count in these numbers.) (If it is a co-taught class by two general education teachers, this will not be included.)

If the enrollment in an individual class exceeds the above stated maximums on or after the second Friday, the affected teacher(s) and Association president or their designee shall consult with the building principal and/or Superintendent to consider possible options available for alleviating problems caused by the excessive number of students.

B. Teachers, either individually, or through established committees, shall be given the opportunity to make recommendations concerning educational programs and the purchase of equipment and materials. The Association, however, recognizes the right of the Board to make all final decisions in the adoption of such programs and in determining which materials and equipment shall be purchased.

C. The Board shall provide all necessary school equipment and supplies required pursuant to the Revised School Code including, but not limited to:
   1. A desk, file cabinet, bookcase and storage cabinet at each teaching station.
   2. Suitable closet space for each teacher to keep coats, overshoes, and personal articles. An area for the safekeeping of valuables.
   3. Adequate Smart Board and/or whiteboard space in every classroom.
   4. Copies for teachers' use of all texts in each of the courses they are to teach.
   5. Storage space in each classroom for instructional materials.
   6. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other necessities required in daily teaching.

D. The Board shall, if it determines that facilities and funds permit, make available in every building a lunchroom, rest room, lavatory facilities for staff, and one room furnished as a lounge.

E. The Board shall provide telephones for teacher use. Personal toll calls shall be at the teacher's own expense.

F. Adequate off-street parking will be provided for teacher use. The Board will reimburse the teacher in an amount not to exceed fifty dollars ($50.00) on a claim of damage or loss to the teacher's vehicle while parked in the school parking lot while fulfilling obligations of employment. This will apply when the damage or loss has not been the result of negligence on the part of the teacher. Articles of personal property shall be included in this obligation provided the loss is the result of a forcible entry of a securely locked vehicle or compartment, and proof of loss can be provided. This obligation will be payable after any possible insurance claim has been settled, or if the loss is uninsured, upon presentation of a bill for damage or police report of loss.

G. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which pose certain danger to their health and safety.

H. In High School and Middle School no teacher shall have more than four preparations in a six-hour day unless they agree individually to teach more. For the purpose of this subsection, supervised study/ advisory/ intervention periods will not be considered a preparation.

I. Teachers who attend School Improvement and Curriculum Development meetings will be paid at the School Improvement rate in Schedule B-2 for hours worked beyond the teacher's scheduled work hours.

J. Safe Schools Training
The District will provide PD time or staff meeting time for returning teachers to complete the District required Safe Schools Training modules.

K. Counselors, at the request of their building administrator, may be required to work up to the equivalent of fourteen (14) additional days. These days shall be scheduled during the two weeks preceding the first teacher work day and two weeks following the last teacher work day unless otherwise mutually agreed. Compensation for these additional days will be at the per diem rate of the employee.

ARTICLE 7
DEPARTMENT CHAIRPERSONS

Department Chairpersons may be chosen by the Administration and will be paid as noted on Schedule B-2.

ARTICLE 8
QUALIFICATIONS AND ASSIGNMENTS

No bargaining unit employee shall be required to substitute for another bargaining unit employee or perform some other function except in an emergency. The Administration shall

make every effort to secure a substitute teacher from their list of substitute teachers.

ARTICLE 9
LEAVES

PAID LEAVES

A. All teachers shall be entitled to 12 days per year paid leave. Teachers can accumulate up to 138 days. Teachers new to the system shall be credited with the full 12 days for the first year. If the year is not completed, one day per 15 session days shall be deducted from compensation for that portion of the year remaining. Teachers beginning after the regular beginning of the school year shall be credited with one day per 15 session days for the remaining portion of the school year.

B. Circumstances under which paid leave may be utilized are as follows:

   1. Personal illness, hospitalization, disability, injury, and/or any other qualifying reason in compliance with the Michigan Earned Sick Time Act (to the extent such law is in effect and applicable during the term of this agreement) up to the maximum amount. The Board may require a teacher to obtain a physician's verification of the illness/disability as described above in the following instances:

      a. Whenever it has reasonable cause to believe that abuse of sick leave may have occurred.
      b. The employee has an extended illness of three (3) consecutive work days or more.
      c. There is reasonable cause to believe that the employee is not medically fit to continue to work or return to work.
      d. It is required for verification of FMLA leave.

   2. Illness, hospitalization, disability, injury, and/or any other qualifying reason in compliance with the Michigan Earned Sick Time Act (to the extent such law is in effect and applicable during the term of this agreement) of a family member defined as: child, parent, spouse, domestic partner, grandparent, grandchild, sibling, or an individual related by blood, or whose close association with the employee is the equivalent of a family relationship up to a total of 30 days per school year, except in cases when the family member's doctor provides a statement indicating the family member needs continuous care.

   3. Teachers absent from work because of illness contracted in the school system due to communicable disease present in the school system at that time shall not be charged paid leave or loss of salary. These diseases are mumps, measles, chicken pox, scarlet fever, and unusually severe flu epidemics.

   4. Bereavement Leave – Employees may take up to three (3) days not deducted from sick leave for the death of immediate family defined as: spouse, children, parents, parents of spouse, siblings, spouse of siblings, grandparents, and grandchildren. All other

bereavement leave will be deducted from sick leave.

5. Personal Business Leave – A teacher may use up to four days per year of their accumulated paid leave for this purpose. However, request for such leave must be made at least three (3) days in advance to the Superintendent or their designated representative, unless an emergency develops. Personal business days may be combined to use two days in a row. Three (3) consecutive personal days may be allowed with the Superintendent's approval. Personal business days used on days preceding or following holiday or vacation, must be approved by the Superintendent or their designee.

C. Annual Incentive Payment – Sick leave and personal business day usage: Teachers who limit the use of sick leave, personal business, and unpaid days shall receive an additional annual payment as follows (this incentive sunsets June 30, 2029):

Attendance Incentive for Each School Year	Stipend Paid in June
0 to 2.0 Absences for Sick, Personal, or Unpaid Leave	$750
2.01 to 4.0 Absences for Sick, Personal, or Unpaid Leave	$400

D. The amount to be deducted because of exceeding these limits will be the teacher's yearly salary divided by the number of contract days for each day so exceeded.

E. Teachers must call at a reasonable hour, as established by the administration, or register online before school to acquire a substitute. Teachers will give the cause of absence and leave a contact phone number for possible consultation. All teachers will maintain and make available unit plans and a classroom management folder for substitute teachers i.e.: class list, seating charts, reliable students, daily schedule, class rules, and other specific information the substitute needs to carry on the class productively. Failure to comply with these conditions will result in loss of pay for those days in which conditions are not satisfied. No teacher will be charged a paid leave day when school is closed by an act of God or reasons consistent with this contract.

F. At the beginning of each school year (no later than September 30), the administration will notify each teacher of the correct number of paid leave days which they have accumulated.

G. Any teacher who is retiring from the teaching profession with ten (10) years in the Bloomingdale School System, shall be entitled to a sum of the total unused paid leave days accumulated as outlined below which shall be paid at the time of retirement:

Notification of retirement for the following school year by March 15.	$50 per unused leave day up to 138 days. Any days over 138 will be paid $80 per day.
Notification of retirement for the following school year after March 15, but by the last day of school.	$30 per unused leave day up to 138 days. Any days over 138 will be paid $60 per day.
Notification of retirement for the following school year after the last day of school.	$20 per unused leave day up to 138 days.

H. Any paid or unpaid leave which is used for family and medical leave as defined by the Act will count toward the 12 weeks per 12 months (on a rolling backward basis) guaranteed in the Act. Unless mutually agreed otherwise by the teacher, the Association, and the Board, any paid leave provided for in the Master Agreement must be exhausted before the employee is eligible for the rest of the FMLA Leave.

I. At the end of the school year, prior to the next year's allotment of days, returning teachers with over 138 days of paid leave will be compensated $60 per day for each day over 138.

UNPAID LEAVES

A. The Board, upon the written request of a teacher, may grant unpaid leave of absence for the following reasons:

1. An unpaid leave for up to two years for exchange teaching programs, foreign or military teaching programs, and/or for military induction may be granted upon the request of the teacher. Provided that the teacher states their intention to return upon completion of such assignment, the teacher will be restored to their former position or to a position of like nature and status and will be placed at the same position on the salary schedule as they would have been had they taught in the district during such period.
2. An unpaid leave for up to two years for Peace Corps, Teacher Corps, Job Corps assignments, cultural travel or work programs related to teaching responsibilities may be granted upon the request of the teacher. Provided that the teacher states their intention to return upon completion of such assignment, the teacher will be restored to their former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when they left.

3. An unpaid leave for up to one year for the purpose of campaigning for or service in public office may be granted upon the request of the teacher. Provided that the teacher states their intention to return upon completion of such leave, the teacher will be restored to their former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when they left.

4. Teachers who have been employed for seven years may be granted an unpaid sabbatical leave for up to one year. A teacher, upon return from a sabbatical leave, will be restored to their former position or to a position of like nature and status and will be placed at the same position on the salary schedule as they would have been had they taught in the district during such period.

5. Maternity and/or adoption leave for the purpose of caring for a newborn or adopted infant for the duration of the school year and/or up to one full school year may be granted upon the request of the teacher. Provided that the teacher states their intention to return upon completion of such leave, the teacher will be restored to their former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when they left.

a. In the event of the death of the object child of the leave, the leave of absence may be terminated upon the request of the teacher to become effective at the beginning of the following semester.
b. Leave for child care should include seriously ill children and terminally ill children with no limit.

6. A teacher who is unable to teach because of personal illness, hospitalization, disability and/or injury and who has exhausted all paid leave available shall be granted an unpaid leave of absence for the duration of their illness, hospitalization, disability and/or injury or the contract year, whichever occurs first. Provided that the teacher states their intention to return upon completion of such leave, the teacher will be restored to their former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when they left.

7. An unpaid leave for up to one year for physical or mental disability may be granted upon the request of the teacher, and the Board shall, without request, grant leave of absence without pay because of physical or mental disability for a period not to exceed one year, provided that any teacher so placed on leave of absence shall have the right to a hearing with their representative from the Association present, if they so desire, on such unrequested leave of absence in accordance with the provisions for a hearing in Article 4, Section 38.104 of the Michigan Teacher Tenure Act, 1967, and provided that no leave of absence shall serve to terminate continuing tenure previously acquired. Provided that the teacher states their intention to return upon completion of such leave, the teacher will be restored to their former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when they left.

8. At their request, teachers may be granted unpaid leave for up to one year. Teachers upon return from such leave shall be restored to their former position or to a position of like nature and status and will be placed at the same position on the salary schedule as when they left.

9. Other unpaid leaves may be granted upon advance application of the teacher at the discretion of the Board.

B. A teacher who is called for Jury Duty or to give testimony before any legal, judicial, or administrative tribunal and providing that it will not apply to any cause in which the teacher is the party to the action, shall be compensated for the difference between their teaching salary and that which they received for performance of such duty.

C. The Board will grant ten Association leave days to be administered by the BEA. The BEA will reimburse the Board for the cost of a qualified substitute. Notification of the days used shall be submitted to the Superintendent.

ARTICLE 10
ACADEMIC FREEDOM

A. Academic freedom shall be guaranteed to a teacher, and no special limitations shall be placed on the study, investigation, and presentation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning with the exception that all sides of an issue must be presented including basic coverage of the fundamental ideas, concepts, and philosophies presented by the text provided for the course.

B. 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 teachers cannot be held solely accountable for pupil achievement.

ARTICLE 11
TEACHER EVALUATION

The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and evaluation procedures in Appendix E regarding the evaluation of teachers. The 5D+ Teacher Evaluation shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will be objective criteria as determined by the evaluation tool. The grievance procedure may only be utilized if the Evaluation Procedures are not followed and the teacher receives a final rating of less than effective on their year-end evaluation.

ARTICLE 12
PROFESSIONAL BEHAVIOR

The Association and the Board agree that the improvement of instruction and the development and revision of the school program are a joint responsibility of teachers and administrators. Both parties will, therefore, lend their full support to the successful operation of all regularly scheduled professional meetings approved by both parties.

ARTICLE 13
PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of teachers in professional organizations in their area of certification, leaves for work on advanced degrees or special studies and participation in community education projects.

B. The Board upon request of a teacher may provide appropriate expenses of travel, meals, lodging, registration fees for educational conferences, or visitation days if the following conditions are met:

1. Conferences or visitation in area of teacher assignment.
2. Arrangements made well in advance.
3. One such request per teacher per year.
4. Board retains the right to send the teacher to more than one conference or visitation.
5. Conference or visitation is local rather than national in nature unless a national conference or visitation falls in local area. Local is defined as being within the Chicago-Detroit mileage area.
6. Written or oral report must be made to the Building Principal and/or Board.
7. Permission must be obtained from the Board or Superintendent.
8. Conferences must begin and end in continuous session of no more than two days, and college credit must not be accepted by the teacher.

ARTICLE 14
MAINTENANCE OF STANDARDS

All continuous and recurring conditions of employment shall be maintained at not less than the minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved as required by this Agreement, and provided doing so is consistent with state law. This language shall not be interpreted to diminish the Board's Rights as outlined in Article 2.

ARTICLE 15
SENIORITY

A. Effective with the 2026-27 school year, teachers hired into the bargaining unit shall be placed on the seniority list on their first day of work in the bargaining unit in the regular school calendar from their most recent time of hiring. Staff under the MDE substitute permit and seeking to earn their own teacher or counselor certification will not receive a seniority date until completion of an Interim Teaching Certificate or their Michigan Teacher Certification. Once certification is completed, their seniority date will revert back to their first day of work in the bargaining unit in this position.

B. The Board shall maintain a current master seniority list and present the same to the Association by October 30 of each school year. Any proposed corrections shall be brought to the attention of the administration for review by November 15 each year. After mutual agreement, the list shall be final.

C. Teachers will be placed on the seniority list based on their most recent employment date. If there is a "tie" on the seniority list, the tie shall be broken according to the last four digits of the social security number, with the person having the highest number having the greatest seniority and so forth until all members are ranked. Any ties broken by a draw prior to July 1, 2026 remain in place.

D. All seniority shall be lost when a teacher retires, resigns, or is discharged. Seniority shall continue to accrue during periods of layoff and/or unpaid leaves of less than thirty (30) days,

FMLA leaves, and the full duration of a qualified military duty leave.

E. Teachers who leave the bargaining unit but remain employees in the District will have their seniority frozen. Employees who return to the bargaining unit shall be entitled to such rights under this Agreement at the seniority status they held when they left the unit.

ARTICLE 16
CONTINUITY OF OPERATIONS

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike as defined in Section 1 of the Public Employment Relations Act.

B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined in Section 10 of the Public Employment Relations Act.

C. Nothing in this article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God, and nothing shall require the teachers to report to work in such circumstances.

ARTICLE 17
PROFESSIONAL COMPENSATION

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

B. A teacher's hourly rate shall be determined by dividing their annual salary by the number of work days and then dividing the resulting quotient by 7.0.

C. Teachers involved in extra duty assignments as set forth in Schedule B shall be compensated in accordance with the provisions therein. If said extra duty activities are not administered through completion due to cancellation of the program, the compensation rates as provided in Schedule B shall be prorated. It is understood that assignment to Schedule B duties shall be in the sole discretion of the Board of Education and shall be subject to annual reassignment by the Board of Education. If the Board of Education shall assign a person to a position on Schedule B, the pay shall be specified in Schedule B.

D. Teachers required to drive their personal cars in the course of school affairs shall receive reimbursement equal to the allowed IRS rate. Mileage, from the teacher's assigned building, will be paid for out-of-district events approved by the Board and for mileage when a teacher is assigned to two or more buildings**.** The Board shall provide liability insurance protection for teachers when their personal cars are used as provided in this section.

E. Teachers will be paid every two weeks. Upon hire into the District, teachers will specify whether they will take their pay in 21/22 or 26/27 pay periods. The Association will be notified if 22/27 pays are necessary by June 1 for the following school year.

F. Transfer from one salary schedule to another, based upon completion of the appropriate credit hours and/or degree, shall be effective the beginning of semester after said credit hours and/or degree was earned. The teacher shall provide the Superintendent of Schools certification of said award prior to being placed on the next schedule. Further provided that the teacher shall never delay past 35 calendar days after the beginning of the semester (according to the School calendar) to obtain the appropriate records from the Institution before being placed on the next salary schedule.

G. Teaching Certificate, Counselor, and School Social Worker renewal fees shall be reimbursed to the employee by the district.

ARTICLE 18
SPECIAL TEACHING ASSIGNMENTS

A. Any assignments in addition to the normal teaching schedule during the regular year, including adult education, driver education, extra duties enumerated in Schedule B including homebound instructor, and summer school courses, shall not be obligatory but shall be made with the consent of the teacher. Preference will be given to teachers in the district on regular teaching assignment. Schedule B-1 assignments to non-members of the bargaining unit may be made provided qualifications and abilities of non-member applicants exceed those of member applicants.

B. It shall be the responsibility of the Administration to arrange for substitutes.

C. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously.

ARTICLE 19
STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to give support and assistance to the teacher with respect to classroom control and discipline. A teacher may use such force as is reasonably necessary to protect themselves from attack or prevent injury to another student.

B. A teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods involved shall be reasonable and just, and in accordance with established Board policy. A teacher may exclude a pupil from one class and send them to the Principal when the grossness of the offense, the persistence of misbehavior, and the disruptive influence of the violation makes the continued presence of the student in the classroom intolerable. It shall be the responsibility of the teacher to report to the Principal the name of any student who in the opinion of the

teacher needs particular assistance from skilled personnel. In such cases, the teacher will furnish the Principal full particulars in writing as soon as teaching obligations will allow. Teachers and/or school authorities will endeavor to correct misbehavior through counseling, conferences with student and/or parents.

C. Any case of assault by a teacher shall be promptly reported to the Board and/or its representatives (Principals, Superintendent) and a report form filled out. The Board will take whatever action it deems necessary.

D. Any case of assault on a teacher shall be promptly reported to the Board and/or its representatives. The Board will provide reasonable assistance, including legal counsel when necessary to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

E. Time lost by a teacher in connection with any incident as mentioned in this article shall not be charged against the teacher providing teacher is free of fault.

F. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while involved with school affairs except where teacher is inappropriately dressed for the activity and/or fails to take appropriate safety precautions. The Board will pay up to $100 for damages, loss or destruction provided the teacher has exhausted their personal insurance prior to requesting reimbursement.

ARTICLE 20
INSURANCE

A. The employer shall adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code that allows bargaining unit member's contributions toward premiums to be paid with pretax dollars through a Salary Reduction Agreement and payroll deduction.

B. Teachers not electing to take any health/medical insurance will participate in the Plan B Plan and will receive a cash option in lieu of benefits. The cash in lieu amount shall be $400 per month. Cash in lieu of benefits is only available to eligible unit members who voluntarily and in writing opt out of health/medical insurance benefit coverage offered and who provide documentation to the Board that the employee is enrolled in other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

C. There shall be no duplication of health coverage if more than one member of the same family is employed in this system as a teacher.

D. Part-time employees shall receive benefits on a prorated basis. Employees must be 0.70 FTE to qualify for cash in lieu of medical insurance as of 7/1/26. Current employees less than 0.70 FTE will continue to receive prorated cash in lieu if they remain continuously employed.

E. Medical Insurances: For those employees selecting health/medical insurance
Plan options include the current VBISD Consortium Plan choices. Beginning July 1, 2026, the

District shall provide the following amounts annually toward the medical benefits of those who elect medical insurance for the term of the contract, or the State's annual statutory hard cap amount under section 3 of 2011 PA 152, MCL 15.563 for that year, whichever is less.

Year	2026	2027	2028	2029
Single	$7,942.09	$8,180.35	$8,466.66	$8,763.00
Two Person	$16,609.38	$17,107.66	$17,706.43	$18,326.15
Full Family	$21,660.30	$22,310.11	$23,090.96	$23,899.15

Ancillary benefits: Employer pays 100% of ancillary benefits:

1. Long Term Disability: 66 2/3% $7,000 maximum, 90 Calendar Days, Modified Fill
   Primary Social Security Offset, No Survivor Income, Freeze on Offsets
   No Educational Supplement, Alcohol/Drug Waiver – Same as any other illness
   Mental Nervous Waiver – Same as any other illness
2. Negotiated Life: $20,000 with AD&D
3. Vision: VSP 3+
4. Dental: 90/80/80/80: $2,000 Annual Maximum. $2,000 Class IV Lifetime Maximum

F. Plan B: For employees not selecting medical insurance under Plan A (employer pays 100%)
   1. Long Term Disability: Same as above
   2. Negotiated Life: $20,000 with AD&D
   3. Vision: VSP 3+
   4. Dental: Same as above
   5. Cash in lieu: $400 per month

G. The Board pays hard cap insurance rates and will pay 100% of the cost of Plan B for cash in lieu employees only. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claims disputes are, therefore, not subject to the grievance procedure. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters. The Employer shall provide all necessary forms and an appropriate amount of time to complete the forms.

   The Board, by payment of the premium payments required to provide the insurance coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility, commencement and termination of coverage.

ARTICLE 21
PROFESSIONAL GRIEVANCE PROCEDURE

A. A grievance is an alleged violation, misinterpretation or misapplication of any provision of this Agreement that does not constitute a prohibited subject of bargaining.

B. The term "days" as used herein shall mean days in which school is in session unless time limits provided in this Article shall cause the processing of a grievance to extend past the last day of school, then, the term "days" shall mean any day except Saturday, Sunday, or legal holiday.

C. The time limits provided in this Article shall be strictly observed but may be extended by written mutual agreement of the parties involved. If the teacher does not adhere to the time limits, the grievance will be deemed settled. If the written decision does not satisfy the grievance or no answer is obtained, the grievance may be transmitted to the next level.

D. Written grievances as required herein shall contain the following:
   1. It shall be signed by the grievant(s).
   2. It shall be specific.
   3. It shall contain a synopsis of the facts giving rise to the alleged violation.
   4. It shall cite the section or sub-sections of the contract alleged to have been violated.
   5. It shall contain the date of the alleged violation.
   6. It shall specify the relief requested.

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

E. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.

F. If any teacher has a complaint which they desire to discuss with a supervisor they are free to do so without recourse to the Grievance Procedure. However, no adjustment will be made that is inconsistent with the terms of this Agreement.

G. Individual teachers and/or the Association may bring a grievance to Level One of the Grievance Procedure. Only the Association may advance a grievance to Levels Two, Three, and Four of the Grievance Procedure. If, as a result of the informal discussion with the building principal, it is felt that a grievance still exists, Level One of the formal Grievance Procedure may be invoked as outlined below:

H. If a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with their building principal informally either alone or accompanied by their Association representative. After the informal discussion with the building principal, if it is felt that a grievance still exists, Level One of the formal Grievance Procedure may be invoked as outlined below:

   LEVEL ONE: Within ten (10) days of the alleged violation, the grievance must be delivered to the principal or their designated representative. Within five (5) days of receipt of the grievance, the principal shall meet with the grievant and/or the Association in an effort to resolve the grievance. The principal shall indicate their disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the grievant and to

the Association. If the written decision does not satisfy the grievance or if no answer is obtained, the Association may appeal the grievance within five (5) days of receipt of the principal's decision with the Superintendent at Level Two.

LEVEL TWO: A copy of the written grievance shall be filed with the Superintendent or their designated representative as specified in Level One with the signature of the Association. Within five (5) days of receipt of the grievance, the Superintendent shall meet with the grievant and/or the Association representative in an effort to resolve the grievance. The Superintendent shall indicate their disposition of the grievance in writing within five (5) days of such meeting, transmitting a copy of the same to the grievant, the Association Secretary, the Building Principal in whose building the grievance arose, and place a copy of the same in a permanent file in their office. If no decision is rendered within the above designated five (5) days, or if the decision is unsatisfactory to the grievant and/or Association, the grievant and/or the Association may, within ten (10) days of the above meeting with the Superintendent, file the grievance with the Board of Education at Level Three.

LEVEL THREE: Upon application as specified in Level Two, within fifteen (15) days of receipt of the grievance, the Board or its designated committee shall meet with the grievant and the Association representatives after the filing of the grievance at Level Three. Within fifteen (15) days from the meeting on the grievance, the Board shall render its decision in writing. The Board or its designated committee may hold future meetings therein or otherwise investigate the grievance. In no event, except with the express written consent of the Association, shall final determination of the grievance be made by the Board more than one month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Building Principal of the building in which the grievance arose, the grievant, and the Association Secretary.

LEVEL FOUR:

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
    a. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
    b. They shall not hear any grievance previously barred from the scope of the Grievance Procedure.
    c. They shall not interpret state or federal law or the Constitution.

5. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

ARTICLE 22
DISCIPLINE

A. A bargaining unit member may only be discharged, demoted, or otherwise disciplined for a reason that is neither arbitrary nor capricious. Discipline for the purpose of this Agreement includes warnings, reprimands, and suspensions up to fifteen (15) days. For verbal or written reprimands, the grievance procedure may be utilized up to one (1) level above where the discipline was administered. For any discipline that results in loss of pay up to two (2) days, the grievance procedure may be utilized up to Level 3 (Board) only. For any discipline that results in loss of pay of more than two (2) days, the full grievance procedure may be utilized**.**

B. Disciplinary action that includes suspensions over fifteen (15) days or discharge shall occur in accordance with the statutory requirements under the Michigan Tenure Act.

C. Depending upon the severity of the offense, progressive discipline shall generally be followed for each unrelated incident:

1. Verbal reprimand
2. Written reprimand
3. Suspension which may include loss of pay
4. Further discipline/suspensions up to and including discharge

D. The parties recognize that the severity of an offense may provide for the acceleration of the above progression of discipline. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

E. A bargaining unit member is entitled to have a representative of their choice of the Association present during any meeting which may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until such a representative of the Association is present, provided the meeting takes place within one school day.

F. No materials resulting from any complaint or discipline will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material.

G. Each teacher shall have the right to review their personnel file at any reasonable time in the presence of the administrator or their representative. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE 23
LAYOFF AND RECALL

It is understood by the parties that determining teacher staffing level and any reduction of staff is within the sole discretion of the Board. The procedures set forth in this article shall govern the reduction of staff, laying off and recalling teachers.

A. The district retains the right to determine the teaching schedule each year. If any current teaching positions are eliminated, the teachers in positions being eliminated are considered displaced. A displaced teacher shall be transferred into a vacant position within their area of certification prior to any teacher being laid off.

B. If layoffs are necessary, teachers in that area of certification will be laid off in inverse order of seniority provided all other distinguishing factors of qualification of those teachers from each other are equal as follows:

1. Holding appropriate certification for the position.
2. Most recent year-end evaluation score (differential of 0.25 or more).
3. Severity of a teacher's disciplinary record.
4. Excessive absenteeism unrelated to legitimate medical or other leave.
5. Relevant special training in accordance with MCL 380.1248.

C. Prior to layoff notices being given to teachers, the Association will be notified of a contemplated reduction in personnel with the potential staff affected and rationale. Teachers being laid off shall be notified in writing no less than thirty (30) calendar days prior to the effective date of layoff.

D. Certification shall be defined as holding the required certificates, endorsements, and licenses to serve in the position assigned.

E. The certification and qualifications of a teacher to be laid off shall be the certification and accumulated qualifications on file with the Board at the time the layoff notification to the Association occurs. The certification and qualifications of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff. It is the teacher's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes to their certificates, as they occur.

F. The Board shall give written notice of layoff or recall by sending a registered or certified letter to the teacher at their last known address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or any other notice. It shall be the responsibility of the teacher to notify the Board of any change in address.

G. Teachers have a right to recall for one (1) year from the effective date of layoff provided

they did not receive an overall rating of less than effective for their most recent year-end evaluation rating. They will be recalled in each area of certification in seniority order (highest senior teacher first) provided all other factors distinguishing those teachers from each other are equal as stated in section B above.

H. If the teacher fails to indicate intention to report to work within ten (10) calendar days of the date of the recall notice of a position for which the teacher is adequately certified and qualified or does not report to work on the day specified, the teacher shall be deemed to have voluntarily separated and shall forfeit any further right of recall.

I. The Board's obligation to pay salary, fringe benefits and all other benefits under this collective bargaining agreement is suspended for the duration of any layoff. All insurance benefits will continue in effect until the end of the month of the effective date of layoff. Thereafter, upon carrier approval, a laid off teacher may continue insurance coverage under COBRA at no expense to the employer.

J. A bargaining unit member who is laid off and is paid unemployment compensation benefits (associated with their regular assignment) during the summer immediately following the layoff and who is subsequently recalled to a position at the beginning of the next school year will be paid according to an annual salary rate such that their unemployment compensation plus that annual salary rate will be equal to the rate of salary they would have earned for the school year had they not been laid off or given notice of layoff.

ARTICLE 24
MISCELLANEOUS PROVISIONS

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

B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties agree to meet no later than April 30th during the year the contract expires to begin negotiating any specific aspects related to wages, hours, and working conditions. Any agreements reached between the parties will be included in a Letter of Understanding.

C. The Board shall post this contract to the District’s website.

D. The parties agree that this Agreement incorporates their full and complete understanding

and any prior agreements or practices are superseded by the terms of this Agreement and that no such understandings or practices will be recognized in the future unless committed to writing and signed by the parties as supplements to this Agreement.

E. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement each, voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

F. Representatives of the Board and the Association's bargaining committee will meet as needed on the last school day of each month for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the Grievance Procedure. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

G. An emergency financial manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act. This clause is included in this agreement because it is legally required by state law. By signing this Agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

SCHEDULE A
SALARY SCHEDULE

	2026-2027		2027-2028		2028-2029	
STEP	**BA**	**MA**	**BA**	**MA**	**BA**	**MA**
0	$43,500		$44,480		$45,480	
1	$45,425	$47,740	$46,450	$48,810	$47,495	$49,910
2	$46,680	$48,895	$47,735	$49,995	$48,805	$51,120
3	$47,685	$50,050	$48,760	$51,175	$49,855	$52,325
4	$48,690	$51,205	$49,790	$52,355	$50,910	$53,535
5	$49,695	$52,310	$50,815	$53,485	$51,960	$54,690
6	$52,260	$53,820	$53,435	$55,030	$54,640	$56,265
7	$54,020	$55,425	$55,235	$56,675	$56,475	$57,950
8	$55,780	$57,035	$57,030	$58,315	$58,315	$59,630
9	$57,285	$58,640	$58,575	$59,960	$59,890	$61,310
10	$58,795	$60,450	$60,115	$61,810	$61,470	$63,200
11	$60,300	$62,160	$61,655	$63,560	$63,045	$64,990
12	$61,355	$63,970	$62,735	$65,410	$64,145	$66,880
13	$62,460	$65,830	$63,865	$67,310	$65,305	$68,825
14	$63,565	$67,635	$64,995	$69,160	$66,460	$70,715
15	$64,670	$69,445	$66,125	$71,010	$67,615	$72,605
16	$65,775	$70,855	$67,255	$72,445	$68,770	$74,075
17	$66,885	$72,260	$68,390	$73,885	$69,925	$75,550
18	$68,290	$73,665	$69,825	$75,325	$71,395	$77,020
19	$69,695	$75,075	$71,265	$76,765	$72,870	$78,490
20	$71,105	$76,380	$72,705	$78,100	$74,340	$79,855

LONGEVITY: Beginning with the 2026-27 school year, longevity will be granted to employees who have worked for Bloomingdale within this bargaining unit with the following stipulations.

1. Years of service are counted as full years as of the last day of the school year each year (75% of the year must be in paid status to earn credit for the year, unpaid leaves do not count as service). Employees must be actively employed to receive payment.
2. Payment will be made in one lump sum in the second pay of June.

A longevity stipend shall be paid annually to employees as follows:	
In 5th year of service through 9th year	$750
In 10th year of service through 14th year	$1,000
In 15th year of service through 19th year	$1,250
In 20th year of service through 24th year	$1,500
In 25th year of service through 29th year	$2,000
In 30th year of service and beyond	$2,500

Lanes and longevity will be granted for eligible teachers for 2026-27, 2027-28, and 2028-29. Steps will be granted for eligible teachers for 2027-28 and 2028-29.

Upon expiration of this Agreement, the bargaining unit shall not receive lane, step, or longevity

advancement, or increased benefits, unless expressly ratified by both parties.

The Board reserves the right to place an incoming experienced teacher at an appropriate professional level/salary less than the teacher's actual years of experience. The Board also reserves the right to place an incoming experienced or new teacher at a level/salary higher than the teacher's years of experience up to two steps above their years of experience.

The Board has the discretion to hire a teacher up to two steps above that teacher's true years of verified teaching experience. (If a teacher is hired above their true total years of experience they will stay at that step until their true years of experience match that step). The Board has the discretion to determine years of experience for applicants who come from non-traditional backgrounds.

A lane change on the schedule will only be effective at the beginning of the school year following the date of completion of the MA requirements (as shown on the official college transcript) provided that the teacher submits supporting evidence of completed requirements at least 15 days prior to the beginning of the school year.

Beginning July 1, 2026, teachers who are hired under a form of the MDE substitute permit and seeking to earn an appropriate certification may be offered a temporary contract on the beginning step of the salary schedule. They will not be allowed any step advancement until completion of Interim Teaching Certificate or Michigan Teacher Certification. Employees in this category will be laid off prior to any fully certified employees. Upon completion of their certificate:

1. Seniority date will revert back to their first day of work in the bargaining unit in this position.
2. Service credit will be granted according to the seniority date.
3. Step placement on the Salary Scale will be according to their service to the District and granted upon documentation of their completed certification.
4. Step advancement will be effective on the issue date in the Michigan Online Educator Certification System.

<u>Summary of changes with the new 2026-27 salary scale</u>:

1. *Teachers on steps 27+ in 2025-26 were placed on step 20; teachers on steps 20-26 in 2025-26 were placed on step 19; teachers on step 19 in 2025-26 were placed on step 18; teachers on steps 1-18 in 2025-26 were placed on the same number step on the new scale for 2026-27.*
2. *Teachers on step MA 7 in 2025-26 were granted an off-schedule payment so that the increase was $3,510; teachers on BA 29 in 2025-26 are granted $631 off schedule payment all three years of this contract; teachers on MA 12 in 2025-26 were granted $517 off schedule payment.*
3. *Current teachers who were hired under a form of the MDE substitute permit and seeking to earn an appropriate certification received a $2,500 flat increase above their 2025-26 salary in 2026-27 and longevity if they qualify. These non-certified staff will not advance steps until certified and will receive a 2.25% increase on their base salary from 2026-27 for 2027-28 and 2.25% increase for 2028-29. They will be credited back their missed steps once they get certified. Future teachers hired without certification will be placed at step BA 0 and remain there until certified, again getting credited for missed steps once certified.*

SCHEDULE B-1
2026-2029

FOOTBALL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Head Varsity	$4,050	$4,250	$4,500	$5,000	$5,500
Asst Varsity (2)	$2,853	$3,021	$3,189	$3,357	$3,525
Head JV	$3,000	$3,250	$3,500	$3,750	$4,000
Asst JV	$2,182	$2,350	$2,518	$2,686	$2,853
8th Grade	$2,014	$2,182	$2,350	$2,518	$2,686
7th Grade	$2,014	$2,182	$2,350	$2,518	$2,686

BASKETBALL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Head Varsity	$4,050	$4,250	$4,500	$5,000	$5,500
Asst Varsity	$2,853	$3,021	$3,189	$3,357	$3,525
Head JV	$3,000	$3,250	$3,500	$3,750	$4,000
9th Grade	$2,350	$2,518	$2,686	$2,853	$3,021
8th Grade	$2,014	$2,182	$2,350	$2,518	$2,686
7th Grade	$2,014	$2,182	$2,350	$2,518	$2,686

TRACK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Boys Varsity	$3,500	$3,750	$4,000	$4,500	$5,000
Boys Asst Varsity	$2,014	$2,182	$2,350	$2,518	$2,686
Girls Varsity	$3,500	$3,750	$4,000	$4,500	$5,000
Girls Asst Varsity	$2,014	$2,182	$2,350	$2,518	$2,686
Boys MS	$2,014	$2,182	$2,350	$2,518	$2,686
Girls MS	$2,014	$2,182	$2,350	$2,518	$2,686

BASEBALL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Head Varsity	$3,500	$3,750	$4,000	$4,500	$5,000
Asst Varsity	$2,014	$2,182	$2,350	$2,518	$2,686
Head JV	$2,500	$2,750	$3,000	$3,250	$3,500
Middle School	$2,014	$2,182	$2,350	$2,518	$2,686

SOFTBALL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Head Varsity	$3,500	$3,750	$4,000	$4,500	$5,000
Asst Varsity	$2,014	$2,182	$2,350	$2,518	$2,686
Head JV	$2,500	$2,750	$3,000	$3,250	$3,500
Middle School	$2,014	$2,182	$2,350	$2,518	$2,686

GOLF	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Head Varsity	$3,500	$3,750	$4,000	$4,500	$5,000

CROSS COUNTRY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Head Varsity	$3,500	$3,750	$4,000	$4,500	$5,000
Middle School	$2,014	$2,182	$2,350	$2,518	$2,686

VOLLEYBALL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Head Varsity	$3,500	$3,750	$4,000	$4,500	$5,000
Asst Varsity	$2,014	$2,182	$2,350	$2,518	$2,686
Head JV	$2,500	$2,750	$3,000	$3,250	$3,500
9th Grade	$2,014	$2,182	$2,350	$2,518	$2,686
8th Grade	$2,014	$2,182	$2,350	$2,518	$2,686
7th Grade	$2,014	$2,182	$2,350	$2,518	$2,686

WRESTLING	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Head Varsity	$4,050	$4,250	$4,500	$5,000	$5,500
Asst Varsity	$2,014	$2,182	$2,350	$2,518	$2,686
Girls Wrestling	$2,014	$2,182	$2,350	$2,518	$2,686
Middle School	$2,014	$2,182	$2,350	$2,518	$2,686

CHEERLEADING	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Head Varsity Fall	$3,500	$3,750	$4,000	$4,500	$5,000
Competitive Cheer	$3,500	$3,750	$4,000	$4,500	$5,000
Head JV Fall	$2,500	$2,750	$3,000	$3,250	$3,500
Head JV Winter	$2,500	$2,750	$3,000	$3,250	$3,500
Head MS Fall	$2,014	$2,182	$2,350	$2,518	$2,686
Head MS Winter	$2,014	$2,182	$2,350	$2,518	$2,686

SOCCER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Head Varsity	$3,500	$3,750	$4,000	$4,500	$5,000
Asst Varsity	$2,014	$2,182	$2,350	$2,518	$2,686
Middle School	$2,014	$2,182	$2,350	$2,518	$2,686

SCHEDULE B-2
2026-2029

POSITION	STIPEND
MS/HS Department Chairs: ELA, SS, Sci, Math, Unified Arts	$650 Each
Curriculum Council Membership (Attendance @ 5-7 meetings per year about 90 minutes each)	
K-2 (2), 3-5 (2),	$300 Each
Jr./Sr. High School Departments (4 or 5)	$300 Each
Other	
Social Media Marketing at each building (3)	$325
Elementary Computer Coordinator (1) per elementary building	$820
12th Grade Sponsor (2)	$600
12th Grade Sponsor (With Trip)	$725
11th Grade Sponsor (2)	$600
9th - 10th Grade Sponsors (2)	$525
6th - 8th Grade Sponsors (3)	$525
MS/HS Computer Coordinator (1)	$820
Student Council Elementary	$400
Student Council Middle School	$550
Student Council High School	$1,000
National Honor Society	$700
Band Director*	$3,800
Summer Band (one week not to exceed 30 hours)	$30/hour
Play Director – High School	$1,200
Musical Director – High School (2)	$1,600
Elementary Music Director (1 per school, 1 per semester)	$425
Elementary Art Fair Supervisor (1 per elementary per show)	$220
Kindergarten Round-Up	$30/hour
School Improvement** (5) per building (60 min/month)	$300/year
School Improvement**(up to 7) district team (60 min/month)	$300/year
Artificial Intelligence Taskforce (up to 8, sunset 6/30/29)	$300/year
STEM Club	$600
HS Yearbook	$700
Senior Video	$700
High School Quiz Bowl	$625
MS Quiz Bowl	$225
Middle School Math Competition	$225
Robotics Coach (any increased payment contingent upon grant)	$1,500
Extra Duty Pay (Tutoring, curriculum, other similar duties)	$30/hour
Mentoring (Per Semester per mentee) (Maximum of 2 assigned)	$160
Homebound Instructor	$30/hour + mileage
Pop Up Lit Lab – Elementary	$350
Art Club – Elementary	$350

ESL Test Coordinator – MS/HS	$500
ESL Test Coordinator – Elementary (2)	$250
Bus Duty – MS/HS (1)	$225/semester
Elementary Track and Field Day (1)	$250
Committee of Annual Special Events: Both Elementaries	$625/fall $625/spring

* with prior Board approval of Band Program (to include one week summer band camp)
** work outside school hours

Registration and participation by students and staff will be determined by the building principal. The Superintendent may authorize participation in additional academic competitions. All B-2 positions will have contractual obligations with the duties and responsibilities outlined.

Positions will be posted with the final decisions made by the Administration. With the approval of the Administration, one event included under the Special Events may be substituted for another. Job descriptions and responsibilities are available for each position.

SCHEDULE C
PROFESSIONAL GRIEVANCE REPORT

School Building: _____ Grievance Number: _____

Date of
Alleged Violation: _____ Date of Grievance: _____

Subject to the provisions of the Master Contract between the Board and the Association, I hereby authorize the representative or representatives of the Association as my collective bargaining representative to process this request or claim arising there from in this or any other stage of the Professional Grievance Procedure, including arbitration, or to adjust or settle same.

STATEMENT OF GRIEVANCE: (Be specific)

_____

_____

_____

REMEDY REQUESTED: (Be specific)

_____

_____

_____ _____

Signature of other parties to grievance, if any (use reverse side for additional signatures.)

NOTE: Grievance must be forwarded to Level I within 15 days of alleged violation.

LEVEL ONE: Principal's Disposition:

DATE: _____ Signature of Principal: _____

Association's
Disposition: DATE: _____ Satisfactory _____ Unsatisfactory _____

LEVEL TWO: Superintendent's Disposition:

DATE: _____ Signature of Superintendent: _____

Disposition: DATE: _____ Satisfactory _____ Unsatisfactory _____

LEVEL THREE: School Board's Disposition:

DATE: _____ Signature of Board President: _____

Association's
Disposition: DATE: _____ Satisfactory _____ Unsatisfactory _____

NOTE: Use the reverse side or attach additional sheets if extra room is needed.

SCHEDULE D
UNIT PLANS

Unit: _____

Beginning Date: _____ Approximate Ending Date: _____

1. Core Curriculum Outcome(s) to be introduced and or developed.

2. Curriculum objectives necessary to reach outcomes.

3. Materials, lecture techniques, and strategies to be used for instruction.

4. Description of assessments to measure outcomes.

APPENDIX E
TEACHER EVALUATION PROCEDURES

The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and evaluation procedures in Appendix E regarding the evaluation of teachers. The 5D+ Teacher Evaluation shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will be objective criteria as determined by the evaluation tool. The grievance procedure may only be utilized if the Evaluation Procedures are not followed and the teacher receives a final rating of less than effective on their year-end evaluation.

BIENNIAL EVALUATIONS

Any teacher who has received at least an effective rating on three consecutive year-end evaluations will be evaluated biennially. Any teacher who is probationary or on an Individualized Development Plan will be evaluated annually.

1. The biennial rotation will begin in the 2026-27 school year. The principal of each building will determine the group of teachers (about half of eligible teachers) who will be evaluated in the 2026-27 school year, with the remaining group being evaluated in the 2027-28 school year.
2. If concerns arise in teacher performance in a non-evaluation year, the teacher will be notified of those concerns. If improvements are not made, the administration may place the teacher on an IDP or complete a full evaluation. In this case, the teacher and BEA will be notified before the development of the IDP or initiation of the evaluation process.
3. During the "off year", teachers will not be required to do a self-evaluation and growth plan.
4. A teacher scheduled for evaluation will be notified by the last Friday in September that they are on the rotation for evaluation.

TEACHER TRAINING

All new teachers to the district will receive training on the evaluation process and tool during their new teacher orientation if needed. All teachers will be provided refreshers on the evaluation process and tool as needed.

TEACHER EVALUATION PROCESS (following the 5D Inquiry Cycle and Evaluation Rubric)

Goal Setting:

a. Self-Assessment: Teachers complete a self-assessment in Evaluation Platform on all tool indicators. This will be completed by the second Friday in September.

b. Professional Growth Plan (PGP)/Goal Setting: Prior to the first observation, the administrator and teacher will identify and develop no more than three specific performance goals that will assist the teacher in improving effectiveness for the upcoming school year. They should reference the most recent evaluation and current self-

assessment in identifying these goals and specify any recommended training and support that would assist the teacher in meeting these goals. The PGP should be submitted to the administrator for review by the second Friday of September. Administrators will review and approve the PGP by the fourth Friday in September.

Observations: The administrator will conduct at least two observations of the teacher during the year, generally a minimum of six weeks apart. Observations that will be part of the year-end evaluation will last a minimum of 15 minutes, preferably 20-40 minutes. At least one of the observations will be scheduled collaboratively with the teacher. The teacher shall provide a lesson plan 24 hours prior to the scheduled observation (ex. Google Classroom, Planbook, etc.) The administrator should be able to see the components of the lesson during the observation or be able to ascertain the components via the teacher's agenda or online lesson planning tool. The expected lesson components are:

1. Stated Learning Target *(What will my students learn today? Do students know what they will learn?)*
2. Content Standard Connected to the Learning Target
3. Performance Task *(What are the students doing?)*
4. Success Criteria *(How do I know my students achieved the learning target?)*
5. Formative Assessment

Post-Observation Meeting and Feedback: The administrator will provide feedback, noticings, and/or wonderings on the observation via the evaluation platform minimally on the lesson plan, state standard, and pupil engagement within seven (7) calendar days of the observation. Within two (2) school days, teachers must respond to the administrator feedback in the evaluation platform. The post-observation meeting will be scheduled if either party requests a meeting. The administrator will provide the final feedback within thirty (30) calendar days of the original observation.

Mid-Year Progress Reporting: Teachers who are in their first year of their probationary period or are on an IDP shall receive a midyear progress report. The midyear progress report must be used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve**.**

For probationary teachers or tenured teachers with an IDP, progress toward the IDP will be discussed and changes made as needed based on the discussion. This midyear progress update will be completed by the last school day of February. The format of the discussion must follow these guidelines:

- Meet in person and review progress toward goals
- Discuss recommended training if needed
- Review of IDP
- Submit written mid-year progress report in the evaluation platform

Completion of the Student Growth Data: The administrator will enter the student growth score attributed to each teacher in each building.

Student growth data omission for individual students may be approved by the principal if the student has missed a minimum of 1/6 of the scheduled school days or if there are other extenuating circumstances identified by the teacher and approved by the administration.

Final Evaluation Rating: A year-end evaluation will be provided to the teacher by the last day of school, which will include a rating on the 5D+ rubric (80% of the total evaluation) and the Student Growth Score (20% of the total evaluation) to compile a final summary rating of effective, developing or needing support.

The final designation will be given based on the score given after the weighting is applied. The final evaluation will be completed by the last day of school:

FINAL EFFECTIVENESS RATING SCALE	
1.00 - 1.89	Needing Support
1.90 - 2.89	Developing
2.90 - 4.00	Effective

BLOOMINGDALE PUBLIC SCHOOLS

2026-27 CALENDAR

(177 Student Days; 3 Qualifying Professional Development Instructional Days; 183 Teacher Days)

AUGUST	17	PD (K-12) 8:00-12:00 / 12:00-3:00 PM work in classroom
		MS/HS Open House (6-12) 5:30-7:00
	18	PD (K-12) 8:00-12:00 / 12:00-3:00 PM work in classroom
		BE/PE Open House (K-5) 5:30-7:00
	19	PD (K-12)
	24	First Day with Students (Half Day for Students and Staff)
	28	No School for students and staff
SEPTEMBER	4	No School for students and staff
	7	Labor Day - No School
	25	No school for students; PD for staff
OCTOBER	7	Count Day
	8	Half Day for Students
		Parent/Teacher Conf for MS/HS; PM PD for Elementary Teachers
	22	Half Day for Students
		Parent/Teacher Conf for Elementary Schools; PM PD for MS/HS Teachers
	23	End of 1st Quarter
NOVEMBER	25-27	Thanksgiving Break - No School
DECEMBER	21	Christmas Break - No School through January 1, 2027
JANUARY	4	School Resumes
	13	Exams (Full Day)
	14	Exams - Half Day for Students; PM PD for Teachers
	15	Exams - Half Day for Students; Staff Records PM, End of 1st Semester
	18	No school for students; PD for staff
FEBRUARY	12-15	Mid-Winter Break – No school
MARCH	4	Half Day for Students
		Parent/Teacher Conf for MS/HS; PM PD for Elementary Teachers
	18	Half Day for Students
		Parent/Teacher Conf for Elementary Schools; PM PD for MS/HS Teachers
	19	End of 3rd Quarter
	26	No School for Students and Staff
	29	Spring Break - No School through April 2
APRIL	5	School Resumes
MAY	21	Last Day for Seniors
	28	Graduation
	31	Memorial Day - No School
JUNE	1	Exams – Full Day
	2	Exams – Half Day for Students; PM PD for Teachers
	3	Exams - Half Day for Students; Staff Records Day in PM
		End of 2nd Semester & Last Day for Students and Staff
	4 & after	Make-up snow days if needed (Exams would be re-scheduled)

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2026 and shall continue in full force and effect without change, unless there is a mutual agreement between the Board and the Association to amend the Agreement, through June 30, 2029.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals:

BLOOMINGDALE PUBLIC SCHOOLS BOARD OF EDUCATION	BLOOMINGDALE EDUCATION ASSOCIATION
_____	_____
Board President	BEA President
_____	_____
Board Secretary	Chair, Negotiations
_____	_____
Date	VBCEA Representative