MASTER AGREEMENT

BETWEEN BARAGA AREA SCHOOLS BOARD OF EDUCATION

AND

BARAGA EDUCATION ASSOCIATION

2022-2024

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BARAGA AREA SCHOOLS/BARAGA EDUCATION ASSOCIATION AGREEMENT

This agreement is entered into the, eleventh day of July, 2022 by and between the Baraga Area Schools, hereinafter called the "Board", and the Baraga Education Association, hereinafter called the "Association" or "BEA".

ARTICLE I RECOGNITION

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

ARTICLE II BOARD RIGHTS

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

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

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

- amended by the State of Michigan and the Constitution and laws of the United States.
- 6. Determine the number and locations or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof.
- 7. Determine the financial policies, including all accounting procedures.
- 8. Determine the size of the management organizations, its functions, authority, amount of supervision, and table of organization.
- 9. To establish grades and courses of instruction including special programs and to provide for athletic, recreational, and social events for students.
- B. The exercise of these powers, rights, authorities, duties, and responsibilities by the Board shall be limited by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed term hereof are in accordance with the Constitution and laws as amended by the State of Michigan and the Constitution and laws of the United States. It is further understood that the above rights are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

ARTICLE III TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board, as specified in Article I A, shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in their employment of any rights conferred by Act 379 or other laws of the State of Michigan and the United States of America. The Board agrees, that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment, activities of the Association or collective, professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without unlawful discrimination with regard to race, creed, religion, color, national origin, citizenship, political activity, age, sex, martial status of membership in or association with the activities of any employee organization.

ARTICLE IV ASSOCIATION RIGHTS

- A. The Association and its members shall be permitted to use school building facilities with the approval of administration provided they do not interfere with the normal school program. The President of the BEA shall submit a written request by 9:00 a.m. to the building principal in order to use the school facilities for a meeting that day. Bulletin boards and other established media of communication shall be made available to the Association and to its members.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.

ARTICLE V PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The salary schedule is based upon a normal academic year. For extra work the teacher shall be entitled to appropriate additional professional compensation. See Schedule B.
- C. Whenever possible teachers involved in voluntary extra-curricular activities will be notified at the end of each school year of such involvement for the ensuing school year. All positions regarding extra-curricular activities including, but not limited to coaching positions, are not tenure positions, and are yearly appointments. Such assignments will be made with due consideration given to the person who had the assignment the previous year. While appointment to and removal from extra-curricular activities is in the Employer's discretion (with or without cause), the Employer will, upon written request from the employee (within five (5) school days after notice of the intended action), advise the employee of the reasons for failure to appoint them to the desired position. The Employer's decision may be reviewed through the Grievance Procedure (excluding arbitration) by submitting the request directly to Step 2 Grievance Procedure (the Superintendent's level) within five (5) days following the employee's receipt of such reasons.
- D. A teacher new to the system may be given credit on the salary scale for previous years of teaching experience in a public school, private school, or institute of higher education beyond a K-12 District. At the sole discretion of the Board, a new teacher may be granted additional experience on a year-to-year experience basis.
- E. Additional credits earned before September 1 or February 1, will entitle the teacher to move on the salary schedule as soon as certified transcripts are received by the district as follows: If the transcript is received after September 1 or February 1, retroactive pay to

- those dates will be granted provided the credits were earned before September 1 or February 1, and this contract is in force.
- F. Teachers in the Baraga Area Schools shall receive their contracted salary pay in twenty (26) equal payments to be made at fourteen (14) day intervals throughout the year.
- G. If a teacher does not fulfill the contract commitment and chooses to leave prior to the end of the school year, other than for medical reasons or retirement, that teacher will pay a penalty charge to the district of \$2,000.00 (two thousand dollars).
- H. In order to comply with Section 164h (1)(d) of PA 108 of 2017, the Board shall adopt a Merit pay policy with this provision and communicate the details of that policy in a reasonable time frame to the Baraga Education Association.

ARTICLE VI TEACHING HOURS

- A. No teacher shall be required to check in earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning or afternoon. Teachers are expected to be in their classroom or in the hall in front of their classroom five (5) minutes before the final bell.
 - 1. All teachers may leave at 3:30 p.m. However, teachers will remain for a sufficient period after the close of the pupils' school day to attend to the matters which require attention at the time including consultations with parents or students when scheduled directly with the teacher, except on Fridays or on days preceding holidays or vacations, the teachers' day may end at the close of the school day. Teachers may be required detention....(See the Letter of Understanding, Section 2.A).
 - 2. At Philip LaTendresse, the elementary school day shall begin at 8:25 a.m. and end at 3:21 p.m. The lunch hour shall be thirty-five (35) minutes.
 - 3. The duration of the school day at the high school shall be 8:25 a.m. to 3:23 p.m. with a thirty (30) minute lunch period giving a length of 6 ½ hours. Unassigned time shall be considered as preparation time.
 - 4. Each full-time teacher shall be scheduled at least five (5) periods per week of preparation time (prorated for part-time teachers). The normal full-time weekly teaching load for grades 6-12 shall be limited to thirty (30) student contact periods per week.
- B. Teachers must notify their respective office staff when instruction is being conducted outside of their assigned classrooms, except during an emergency. If instruction is taking place off campus the teacher must have prior administrative approval.
- C. Each teacher shall be entitled to a duty-free lunch period for the length of time equal to the regular lunch period of his/her students excluding the supervision time needed for seating of students at lunch tables. All teachers shall be entitled to a duty-free uninterrupted lunch period in no event less than thirty (30) minutes.

- D. General staff meetings shall be called when necessary by the building administration. Teachers may request a staff meeting. The administrator will attempt to minimize these meetings. The building administration will coordinate these meeting times.
- E. In-service training sessions shall be specified in the school calendar.
- F. When an elementary teacher's entire class is being taught by a highly qualified teacher in the following areas: art, vocal music, physical education, world language, library, or any other class that is necessary for the District to use as a substitute class to provide elementary classroom preparation time, the regular classroom teacher shall be considered to be on preparation time during any of the above substitute classes. A minimum of three (3) elementary preparation periods will be covered by a combination of the subjects listed above. For elementary teachers, recess will be considered preparation time four days a week.
- G. Each elementary special class period shall consist of not less than forty (40) minutes.
- H. Parent-Teacher Conference and Exam Schedule:
 - 1. The first Thursday following the end of the first marking period will be a half-day session for elementary and high school students. Conferences will take place from 1:00 p.m. 4:00 p.m. and 5:00 p.m. 7:00 p.m.
 - 2. Following the end of the third marking period progress reports, there will be a half-day session for elementary and high school students. Conferences will take place from 1:00 p.m.- 3:00 p.m. and 4:00 p.m. 7:00 p.m.
 - 3 The three (3) days of high school exams, in the second semester, will be half days for all students.

ARTICLE VII TEACHING LOADS AND ASSIGNMENTS

- A. Every reasonable effort will be made by the Board to achieve reduced class size. The recommended academic class size throughout the system shall be twenty-five (25) students. Any teacher who has a class size which exceeds the recommended class size by more than five (5) students may have this problem taken up by the Class Size Review Board.
 - 1. "Academic" as used herein shall mean all subjects of instruction except those which of necessity or by educationally accepted practice are normally taught or handled in larger class sizes, such as physical education or band.
 - 2. A Class Size Review Board shall be established and shall be made up of two (2) teachers appointed by the Association and one (1) principal. This Review Board shall be empowered to investigate complaints having to do with excessive class size and shall make recommendations by unanimous decision for solutions to the Superintendent and Board of Education. The Superintendent and the Board shall at the earliest possible opportunity, but in any event within one (1) month, act upon these recommendations.
 - 3. Recommendations of the Class Size Review Board and actions or inaction by the Board based upon such recommendations are not subject to the Grievance Procedure.

- B. The administration shall make every effort to ensure that any classroom which has two (2) or more grade levels consist of at least five (5) fewer students than those in single-grade rooms, which have the same grade students as the mixed class.
- C. The elementary recess schedule shall be determined by the principal and elementary staff, not to exceed thirty (30) minutes per day.
- D. Teachers, when requested to substitute during their preparation period, shall have the option of being reimbursed at a rate of thirty-five (\$ 35.00) for each period (or portion of a period) or earning one-seventh (1/7th) hour compensatory time in the form of additional personnel leave per each period (or portion of a period) in which they substitute.
 - 1. To qualify for an additional comp day a teacher must complete seven (7) such substitutions. Comp Time shall be granted in accordance with the criteria established in the Paid Leave Article of this Agreement.
 - 2. Teachers shall not be arbitrarily prevented the opportunity to earn said Comp time; however, in the event a teacher electing Comp Time is unable to accrue seven/seven (7/7) time, the teacher shall instead be compensated at the rate in Paragraph D above.
 - 3. The maximum number of comp days a teacher may earn for compensatory time during the school year shall be two (2) per semester.
 - 4. If a qualified substitute is not otherwise available and if no teachers desire such assignment, available teachers with a preparation period at the necessary time may be assigned to such substitute duty provided such assignments will be rotated among such teachers on an equitable basis.

ARTICLE VIII TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both student and teachers are desirable to insure the high quality of education that is the goal of both teacher and the Board.
 - 1. The elementary classroom teachers shall record daily attendance in the CA-60.

ARTICLE IX PAID LEAVE

A. Each full-time teacher in the school district shall receive twelve (12) sick-leave days (prorated for part-time teachers) credited to their yearly account at the start of the school year. If starting after the start day of classes or leaving prior to the end of the scheduled school year sick days will be prorated. All unused days from the yearly account will be credited to the teacher's cumulative account at the end of the school year, with the cumulative total not to exceed one hundred ninety-five (195) days. If a teacher has accumulated at least one hundred ninety-five (195) sick leave days at the end of the school year, teachers shall be compensated at a rate of twenty dollars (\$20.00) per day for any unused sick days.

- B. When bargaining unit members are absent from their assignments, as set forth in Section A, such absence shall be a chargeable absence and shall be deducted from their accumulated leave days. Absences shall be chargeable by the hour.
 - 1. Absences for which sick leave may be used:
 - a. Personal illness or injury (unless compensable by Workers' Compensation).
 - b. Illness or injury of the teachers' spouse, parents, children, court appointed ward or other relative living with the teacher of which the teacher has a Medical Specific Power of Attorney for such relative necessitating the teacher's presence.
 - c. Treatment of the teacher by a physician, dentist, or oculist, if the appointment cannot be scheduled during off-duty hours.
 - d. Quarantine of the teacher.
 - e. Personal emergency requiring the teacher's immediate presence to avoid serious loss of personal property (such as a household fire, flooding, etc.).
 - 2. Bereavement Leave: In the event of the death of a family member, a teacher shall be granted three (3) days of paid leave for bereavement. Upon prior approval of the Superintendent, a teacher may be granted an additional two (2) days for a total of five (5) days of paid leave for bereavement. Use of the additional two (2) days will be deducted from the teacher's accumulation of either sick leave or personal leave days. Sick leave may also be used for necessary travel time and attendance at funerals of others with prior approval of the Superintendent. The term "family member" includes: Parent, step parent, mother/father-in-law, grandparent, spouse, domestic partner, child, step child, grandchild, sibling, step-sibling, brother/sister-in-law.
 - 3. In absences of three (3) or more consecutive days, a physician's statement or other reasonable proof may be required by the Administration.
 - 4. Teachers shall be informed of a telephone number they must call before 7:30 a.m. to report unavailability to work. However, it is recognized as the professional responsibility of the teacher to call between 6:30 a.m. and 7:30 a.m. whenever possible. Once a teacher has reported unavailability, it shall be the responsibility of the administration to make every effort to arrange for a substitute teacher.
 - 5. Full-time teachers (prorated for part-time teachers)
 - a. Teachers who are in their first year of service to Baraga Area Schools shall be granted one (1) personal day.
 - b. Teachers who are in their second (2nd) through eighth (8th) years of service to Baraga Area Schools shall be granted two (2) personal days.
 - c. Teachers who are in their ninth(9th) through twentieth (20th) years of service to the Baraga Area Schools shall be granted three (3) personal days.
 - d. Teachers who are in their twenty-first (21st) and beyond shall be granted four (4) personal days.
 - 6. Personal days may be requested at any time provided that substitute teachers are available. To permit proper scheduling, the teachers must notify their immediate supervisor in writing at least two (2) weeks in advance of the requested leave. The

- administration may limit the number of teachers absent if competent subs are not available.
- 7. At the end of the school year, full-time teachers (prorated for part-time teachers) can request to be paid at a rate of seventy dollars (\$70.00) per unused personal day. If requesting personal day pay, request must be made to the Business Manager by the last day of classes, otherwise days shall be added to their accumulated sick leave total. If no such request is made, the unused personal days shall be added to their accumulated sick leave total.
- 8. A combined total forty (40) days shall be available to the teaching staff to permit teachers to attend conferences in their major or minor field of study, or other teaching assignment. Use of such hours for conferences must be approved in advance by the administration. Teachers will be encouraged to attend such conferences for improvement of their teaching skills in the District.
- 9. When a teacher retires from the Baraga Area Schools at a time when they are eligible to receive immediate normal retirement benefits (whether or not they elect to receive such benefits at that time), they shall receive per diem pay for fifty-one percent (51%) of their unused sick leave days up to a maximum of eighty-five (85) days to be paid.
- 10. Teachers who are absent due to injury which is compensable under the Michigan Workers' Compensation laws may use their accumulated sick leave, on a proportional basis, to supplement the benefit received from workers' compensation, such that the amount of expendable income the teacher receives from workers' compensation and sick leave does not exceed the amount of expendable income the teacher would have received from their regular salary amount according to their placement on the salary schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the teacher from workers' compensation until the teacher is able to return to work, whichever happens first. Sick leave utilized for this purpose shall be deducted on a prorated basis. Should this supplemental payment be found to be subject to the coordination requirements of workers' compensation is reduced, the teacher shall not be allowed the use of sick leave and shall receive only the workers' compensation benefit provided by the statute.
- C. Disability due to pregnancy shall be treated in the same manner as any other disability.
- D. Members of the bargaining unit called to jury duty or subpoenaed as a witness will be paid the difference between the fee they receive and their regular daily rate of pay.
- E. The Association shall be able to assign it officers and members, Association Leave Days, with pay, up to a maximum combined total of ten (10) days per year. Additional days may be granted at the discretion of the Superintendent. Such leaves are to be used for Association business, attendance at MEA meetings and workshops and to serve as an appointed and elected MEA officer or committee member. Such leaves will be requested by the Association at least two (2) weeks in advance of the leave.

ARTICLE X LEAVE OF ABSENCE

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

ARTICLE XI POLICIES FOR SUPERVISING STUDENT TEACHERS

- A. This policy for supervising student teachers is written on the premise that we, as administrators, and teachers will do all in our power to help prepare the finest teacher candidates possible.
 - 1. All supervising teachers must be recommended by the building principal. This recommendation should be made to the Superintendent.
 - 2. All supervising teachers must be tenured teachers; however, a minimum of three (3) years of teacher experience is recommended.
 - 3. A supervising teacher shall have no more than one (1) student teacher per year. An exception to this policy can be made in cases where it is requested by the sponsoring university and approved by the supervising teacher.

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

ARTICLE XII CURRICULUM

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

ARTICLE XIII BUILDING CONDITIONS AND TEACHING EQUIPMENT

- A. The Board recognizes that quality education entails much preparation on the part of the teachers outside of the regular school day. Therefore, the Board agrees to the following procedures so as to encourage teachers to make use of the school building after regular hours in order to further that end.
- B. The teacher, upon request, shall be provided with a key to the outside entrance door of the building to which she/he is assigned. Such a key must be returned to the building administrator the following school day after the intended purpose has been accomplished.

ARTICLE XIV PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the administration recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to teachers involved with a problem student that she/he requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the administration will take appropriate and immediate steps to alleviate the situation.
- B. Any case of assault upon a teacher or vandalism of his/her property shall be promptly reported to the Board or its designated representative. The Board will render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. Any complaints by a parent of a student directed toward a teacher shall promptly be called to the teacher's attention.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils' property. To the extent permitted by the District's insurance policies then existing, the Board agrees to indemnify teachers against and hold them harmless from liability for school-related activities so long as the teacher exercised reasonable care in compliance with school board policies and regulations; the District insurance policy shall be considered as the primary policy covering bargaining unit members notwithstanding that such individual may have their own personal insurance.

ARTICLE XV GRIEVANCE PROCEDURE

A. Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, relating to wages, hours, terms, or conditions of employment may file a written grievance with the Board or its designated representative.

- 1. Termination of services or failure to employ any teacher to a position on the extracurricular schedule may be appealed directly to Step 2 (the "Superintendent's level") of the Grievance Procedure with five (5) school days following receipt of reasons for such action as otherwise provided in this Agreement, but such appeal may not be processed beyond Step 3 (the Board's level) to Step 4 (Arbitration).
- B. A written grievance as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants.
 - 2. It shall be specific.
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation
 - 4. It shall cite the section or subsections of this contract alleged to have been violated.
 - 5. It shall contain the date of the alleged violation.
 - 6. It shall state the specific relief requested.
- C. <u>STEP 1:</u> A teacher alleging a violation of the express provisions of this contract shall, within twenty (20) school days of its alleged occurrence, file a written grievance with their principal (or the Superintendent of schools where the grievance involves more than one school building). The teacher and their principal (or Superintendent), or designate shall give written signed depositions with five (5) school days after their receipt of such grievance at Step 1.
 - STEP 2: If the grievance remains unresolved, it may, within five (5) school days after the grievant's receipt of the Step 1 answer, be appealed by the grievant and/or the Association's representative to the Superintendent. (if the grievance was submitted directly to the Superintendent at Step 1, appeal shall proceed directly to Step 3.) Within five (5) school days after the Superintendent's receipt of such appeal with Superintendent, or designate, shall meet with the grievant and/or the Association's representative in an effort to resolve the grievance. The Superintendent, or designate, shall respond in writing within five (5) school days after such meeting.
 - STEP 3: If the grievance remains unresolved, it may, within five (5) school days after the grievant's receipt of Step 2 answer, be appealed by the teacher and/or the Association's representative to the Board. Within twenty (20) school days following the Board's receipt of such appeal, the Board, or designate, shall meet with the grievant and/or Association's representative in an effort to resolve the grievance. The Board, or designate, shall respond in writing within ten (10) school days after the first regular Board meeting following the grievance meeting.

STEP 4:

- 1. If the grievance remains unresolved, the Association may, within ten (10) school days after the receipt of the Step 3 answer, notify the Board in writing of its intent to pursue the grievance to arbitration. Within five (5) school days following the Boards receipt of such appeal, the parties shall attempt to agree upon an arbitrator. If the parties cannot agree upon and arbitrator, the grievance may, with ten (10) school days after such appeal, be submitted to the American Arbitration Association in accordance with its rules and procedures for appointment of an impartial arbitrator.
- 2. The arbitrator shall have the authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the

- merits of the grievance, but shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement. Subject to the limitations herein specified, the decision of the arbitrator shall be final and binding.
- 3. Any back-pay award shall recognize the duty to reasonably mitigate damages.
- 4. The costs of any arbitration under this Article shall be shared equally (50-50) by the Board and the Association.
- 5. Notwithstanding the above grievance procedure steps, the grievance shall be submitted in writing directly to Step 2 if the decision upon which the grievance is based was made by the Superintendent, the Board, or any of its committees.
- 6. As used in this Article, school days shall mean days on which school is in session during the normal school year and work days during the summer (from the last day of school until school reopens); work days shall mean Monday through Friday excluding holidays recognized by the Board; calendar days shall mean Monday through Sunday during the entire calendar year. Any time limits may be extended by mutual agreement, confirmed in writing.
- 7. The Board agrees not to negotiate with or recognize any organization other than the Association with respect to the bargaining unit covered by this Agreement. This will not prevent an individual teacher from presenting a grievance and having it corrected provided that the correction is not in violation of any terms and conditions of this Agreement. A representative of the Association may be present at such meeting if the teacher desires.

ARTICLE XVI MISCELLANEOUS

- A. Information deemed pertinent by the administration concerning educational conferences received by the administration shall be circulated to all teachers in the appropriate buildings.
- B. The Board agrees to furnish five (5) copies of the ratified Master Agreement (salary schedule, calendars, etc.) to the BEA within ten (10) days of mutual ratification of the Agreement.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms unless such rules, regulations and practices are enacted by the District to become in compliance with State and Federal Education Laws or State and Federal General Laws that pertain to the operation of the District. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. 1. This agreement, including attachments, constitutes the entire agreement between the parties during its term, subject to interpretation in light of established past practice.

 Matters not specifically covered under this Agreement shall be subject to negotiations

- from time to time by request of either party. The parties shall attempt to resolve the problem through negotiations.
- 2. The parties may form a committee to discuss and attempt to agree upon past practice to be binding upon them as part of this Agreement.
- 3. This Agreement may be modified at any time by written agreement of the Board and the Association. Such amendment, unless otherwise specified, will become a part of this Agreement without modifying or changing any of its terms. Any agreement reached between the Board and the Association is binding on all bargaining unit members affected and cannot be changed by any individual.
- E. If any provision of this Agreement or any applications of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. "An emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 439, MCL 141.1541 to 141.1575 act may reject, modify or terminate the collective bargaining agreement as provided within that act.

ARTICLE XVII PAYROLL DEDUCTIONS

A. The employee may authorize the District to make payroll deductions for employee requested "payroll deductions" not prohibited by state law for school districts to perform.

ARTICLE XVIII NO-STRIKE CLAUSE

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

ARTICLE XIX SENIORITY

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

ARTICLE XX INSURANCE PROTECTION

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

For the 2022 and 2023 medical benefits plan coverage year, employees shall have the Following MESSA medical plans available in MESSA Package:

- A. Package 1: Choices \$500/\$1,000, \$20/\$25/\$50 office visit, Saver Rx 0% coinsurance
- B. Package 2: Choices \$1,000/\$2,000, \$20/\$25/\$50 office visit, Saver Rx 0% Coinsurance
- C. Package 3: ABC Plan 1 \$ 1,400/\$2,800, ABC RX 0% coinsurance
- D. Package 4: ABC Plan 2 \$2,000/\$4,000, ABC RX 20% coinsurance

In the event an employee elects a negotiated medical plan in which the premium is below the district's agreed to maximum level of premium contribution, the employee is entitled to compensation equal to the difference between the employer's maximum contribution and the premium of the plan they elected. By the first pay period of the calendar year, the employee will receive a lump sum payment deposited into the Health Savings Account (HSA).

The Board agrees to provide premium payments in accordance with Public Act 152 of 2011; Section 3, as described below for an employee "Medical Benefit Plan" for a coverage year of twelve (12) months (July 1, 2022 through June 30, 2023) and for a coverage year of twelve (12) months (July 1, 2023 through June 30, 2024) provided the individual is employed full-time, employees less than full-time will be prorated accordingly. For employees who work less than the applicable positions work year due to being hired after the contracted year or who resign, retire or are terminated before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly.

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

2022 Calendar Year, January 1, 2022 to December 31, 2022

\$ 7,304.51 times the number of Single Subscribers.

(\$ 608.71 monthly)

\$15,276.01 times the number of two (2) person Subscribers	(\$1,273.00 monthly)
\$19,921.45 times the number of Family Subscribers	(\$1,660.12 monthly)
2023 Calendar Year, January 1, 2023 to December 31, 2023 \$ 7,399.47 times the number of Single Subscribers	(\$ 616.62 monthly)
\$15,474.60 times the number of Two (2) person Subscriber	(\$1,289.55 monthly)
\$ 20,180.43 times the number of Family Subscribers	(\$1,681.70 monthly)

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

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

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

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

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

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

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

Any portion of the actual applicable plans annual (Coverage Year) premium cost not covered by the Board paid "Medical Benefit Plan" annual coverage year maximum premiums (Packages 1-4) shall be paid by the employee via payroll deductions. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the "Medical Benefit Plan".

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

Non-Medical Benefit Plan-(Packages 1-4) for 2022-23 and 2023-24

Dental:

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

Class III: 90%
Annual Max: \$2,000
Class IV: 90%
Lifetime Max: \$3,000

Riders: Two (2) Cleanings

Vision: VSP 3 Plus

The Board is accordance with the above paragraphs shall provide premium contribution payments as described below toward an employee "Non-Medical Benefit Plan" (Packages 1-4) for 2022-23 and 2023-24 Contract Years:

Family Plan: 100% of the total costs monthly premium

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

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

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

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

The Board agrees to provide a (Non-Medical Benefit Plan) for (Package B) as negotiated and listed below and monthly premium payments from July 1, 2022 through June 30, 2024 as described below for twenty-four (24) months provided the individual is employed full-time, employees less than full-time will be prorated accordingly. For employees who work less than the applicable positions work year due to being hired after the contract year or who resign or retire before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly.

Eligible employees not electing the "Medical Benefit Plan" cited above shall be eligible for a Board paid subsidy for 2022-23 and 2023-24 Contract Years in the amount of four

hundred sixty-six and .67/100 (\$466.67) per month which equates to \$5,600 per year. This Board paid subsidy may be used for one of the following:

- 1. Tax sheltered annuity
- 2. Paid semi-annually in December and June of each year.
- B. Insurance benefits are provided through a cafeteria plan.
 - 1. If the Board desires to change any of the above provided insurance coverage or carriers, it will so notify the Association and request a special conference to explain the differences between the existing insurance program and the new program. The parties will attempt to reach agreement upon conversion to the new program. If agreement is not reached, the current coverage and carrier will continue.
 - 2. Except as otherwise specifically provided, the Board's obligation for payment of insurance premiums shall continue with respect to bargaining unit members only while they are active employees with earnings from the Board for hours actually worked; such obligation shall terminate when they retire, quit, are discharged, are laid off, are on leave, or for any other reason active employment is terminated with the Board. The Board will, however, continue to pay the premiums necessary for an eligible full-time (prorated for part-time) employee's insurance coverage during paid leaves, holiday and, for contract teachers employed during the school year who have completed their full contractual obligation for teaching such school year, continuing through the summer break from the last day of school to the following August 31.
 - 3. The sole obligation of the Board for insurance coverage is payment of insurance premiums; by payment of such premiums the Board is relieved of any further liability with respect to insurance benefits of any further liability with respect to insurance benefits or coverage. If the Board disputes the obligation to pay premiums for any employee, the employee must arrange for continued coverage (through the Board's policy, if available), the sole remedy against the Board for failure to pay insurance premiums being reimbursement of premiums to the appropriate party. Employees have the responsibility for making arrangements necessary for continuance of insurance coverage at their own expense, by payroll deduction, if available, during any period when the Board does not have the obligation to pay the full premium. This section shall not be interpreted to deny any employee's rights as provided for under COBRA.
 - 4. In the event of any legal action brought against the Association or its agents in a court or administrative agency because its compliance with this Article, the Board agrees to defend such action at its own expense and through its own counsel. The Board agrees that in any action so defended, it will indemnify and hold harmless the Association and its agents from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Association's compliance with this Article.

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

ARTICLE XXI SHARED PROGRAMMING

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

ARTICLE XXII DURATION OF AGREEMENT

All new provisions of this Agreement shall be effective as of July Eleventh, 2022 and shall continue in effect for approximately two (2) years until the 30th day of June, 2024. This Agreement shall not be extended orally, and it is expressly understood that is shall expire on the date indicated.

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

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

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

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

BARAGA AREA SCHOOLS BOARD OF EDUCATION

Signed by:	Date:
Signed by:	Date:
BARAGA EDUCATION ASSOCIATION	
Signed by :	Date:
Signed by:	Date:

SCHEDULE A 2022-2023

Step	BA/BS	MA	MA+30	
1	\$ 39,794	\$ 41,194	\$	43,194
2	\$ 42,613	\$ 44,715	\$	46,878
3	\$ 44,190	\$ 46,291	\$	48,393
4	\$ 45,766	\$ 47,868	\$	49,969
5	\$ 47,341	\$ 49,444	\$	51,546
6	\$ 48,918	\$ 51,021	\$	53,123
7	\$ 50,494	\$ 52,596	\$	54,699
8	\$ 52,071	\$ 54,173	\$	56,275
9	\$ 53,648	\$ 55,749	\$	57,851
10	\$ 55,224	\$ 57,325	\$	59,427
11	\$ 56,800	\$ 58,902	\$	61,003
12	\$ 58,377	\$ 60,478	\$	62,580
13	\$ 59,952	\$ 62,055	\$	64,157
14	\$ 61,530	\$ 63,632	\$	65,733
15	\$ 63,106	\$ 65,208	\$	67,309
16	\$ 66,879	\$ 69,844	\$	71,760

SCHEDULE A 2023-2024

Step	Step BA/BS		MA		MA+30	
1	\$	40,988	\$	42,430	\$	44,490
2	\$	43,891	\$	46,056	\$	48,284
3	\$	45,516	\$	47,680	\$	49,845
4	\$	47,139	\$	49,304	\$	51,468
5	\$	48,761	\$	50,927	\$	53,092
6	\$	50,386	\$	52,552	\$	54,717
7	\$	52,009	\$	54,174	\$	56,340
8	\$	53,633	\$	55,798	\$	57,963
9	\$	55,257	\$	57,421	\$	59,587
10	\$	56,881	\$	59,045	\$	61,210
11	\$	58,504	\$	60,669	\$	62,833
12	\$	60,128	\$	62,292	\$	64,457
13	\$	61,751	\$	63,917	\$	66,082
14	\$	63,376	\$	65,541	\$	67,705
15	\$	64,999	\$	67,164	\$	69,328
16	\$	68,885	\$	71,939	\$	73,913

GRADUATE HOURS BEYOND MASTERS DEGREE

Prior to taking graduate hours which are intended for advancement on the salary schedule, it is suggested the teacher and their principal and/or Superintendent meet to discuss the course work contemplated. Graduate hours earned after completion of their Masters degree, that are reasonably related to the teacher's professional development in their teaching field (excluding administration) and hours specifically approved by the Administration in writing as meeting a particular need of the District, will be credited.

"Quarter" hours will be converted to "semester" hours by dividing by three (3) and multiplying by two (2). Such hours must be satisfactorily completed (grade C or better) from an accredited graduate school.

BA/BS CONTINUING CERTIFICATE

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

Longevity Pay

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

New employees hired after September 1, 2011 will not start longevity pay until they have reached their 15th year of teaching in the Baraga Area Schools.

MASTER TEACHER LEVEL PAYMENTS

In order to qualify for *Master Teacher Payment* on Step 2, 3 and 4 of this Schedule, a teacher must earn four (4) college credits or five (5) years of service of Schedule B. A combination credits and years may be used. These requirements must be satisfied for a teacher to move form Step 1 to another Step. Once a teacher qualifies for a higher Step, she/he cannot be returned to a lower Step.

Step 2: After sixteen (16) years of service in the Baraga Area School District, teachers qualifying for *Master Teacher Payment* will earn an additional 2% of the base rate.

Step 3: After twenty-two (22) years of service in the Baraga Area School District, teachers qualifying for *Master Teacher Payment* will earn an additional 4% of the base rate.

Step 4: After twenty-eight (28) years of service in Baraga Area School District, teachers

<u>Step 4:</u> After twenty-eight (28) years of service in Baraga Area School District, teachers qualifying for *Master Teacher Payment* will earn an additional 6% of the base rate.

Schedule B

College Credits Calculation 4/6x4=16/6=8/3=2 2/3

Service Credit Calculation 4/6x5=20/6=10/3=3 1/3

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

SCHEDULE "B"

I. Coaches

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

Combined Boys and Girls Varsity and Junior High Cross-Country	\$ 2,896 for season
Varsity Volleyball (plus \$500 each week when advancing after a District final until eliminated \$1,000 max)	\$ 6,000 for season
Junior Varsity Volleyball	\$3,800 for season
Junior High Volleyball (Each Coach-7 th & 8 th Grade or Combined)	\$ 500 for season
Girls Varsity Basketball (plus \$ 500 each week when advancing after a district final until eliminated \$1,000 max)	\$6,000 for season
Girls Junior Varsity Basketball (Postseason \$792.26)	\$3,800 for season
Girls Junior High Basketball	\$1,000 for season
Boys Varsity Basketball (plus \$500 each week when advancing after a district final until eliminated \$1,000 max)	\$6,000 for season
Boys Junior Varsity Basketball (Postseason \$792.26)	\$3,800 for season
Boys Junior High Basketball (Each Coach-7 th & 8 th Grade or Combined)	\$1,000 for season
Combined Boys and Girls Varsity Track (plus \$100 per athlete (relay teams count as one) that qualifies and participate in the UP Finals) with a maximum of \$500	\$3,500 for season

Combined Boys and Girls Assistant Track (If over 25 students participating)	\$1,700 for season
Combined Boys and Girls Junior High Track Combined Boys and Girls Golf	\$1,000 for season \$1,700 for season
Softball Varsity Coach	.\$2,896 for season
Strength Conditioning Coach For any six week session	\$ 600 for season

II. Game Workers Volleyball G

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

Basketball Games

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

III. Student Activities

Student Activities	
(Percent of BA Base Rounded to nea	arest half dollar)
Class Advisor 6 th -10 th Grade	2.0%
Class Advisor 11 th -12 th Grade	3.5%
Chaperones-Day	.145%
Chaperones-Night	.1%
Yearbook High School	4.9%
Yearbook Elementary	2.5%
Drivers Education	.083%/hour
Camp Nesbit Association	2.0%
(# assigned by principal)	
National Honor Society	1.0%
High School Student Council	2.8%
Band	3.0%

(10 games, 1 parade, 2 concerts)

Elementary Student Council	1.4%	
Art (five (5) shows)	1.5%	
Esports	2.8%	
Noon Supervisor	1.8%	
Any new Board approved clubs	1.5%	
Grade 6 th -12 th Virtual Coordina	tor	2.8%
School Play Director		4.0%
High School Bowl		1.5%
SADD		1.4%
Local History Smackdown		1.5%

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

APPENDIX A

The Board of Education agrees to provide to the Association in writing one (1) copy of all Board Policies and procedures pertaining to the Policy Book Professional Staff section and other relevant work conditions.

If such policies and/or procedures are changed or altered the Board agrees to provide a written copy of the changes within five (5) business days from the adoption of the policies and/or procedures by the Board.

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

SCHOOL CALENDAR NOTICE:

The Baraga Area Schools 2022-2023 School Calendar is attached.

The Baraga Area Schools 2023-2024 School Calendar will be developed by a Calendar Committee. Any State mandated Increase in Student Contact Time in hours and/or days necessary to receive full State Aid in 2022-2023 will be added in the 2023-2024 School Year Calendar.

<u>LETTER OF UNDERSTANDING CONCERNING SICK LEAVE BANK</u> (2022-2024 CONTRACT)

The administration supports establishing a sick bank. The BEA will take the responsibility to come up with language and guidelines regarding the Implementation of said sick bank. The BEA will bring the language and guidelines to the Board of Education for approval. Upon such time that the sick bank is approved it will be considered as part of the current contract.