

Master Agreement

between the

**Berrien Springs Education Association**

and the

**Berrien Springs Board of Education**

**July 1, 2008 through June 30, 2010**

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## **ARTICLE I - RECOGNITION**

- 1.1 The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all teaching personnel under contract, including the school nurse and excluding the Superintendent, Assistant Superintendent, principals, supervisors, directors, coordinators, adult education teachers, all elementary and secondary guidance specialists, substitute teachers, and all other non-certificated non-teaching personnel.

## **ARTICLE II - DEFINITIONS**

- 2.1 The term "Board" means all officers, trustees and agents of the Berrien Springs Board of Education.
- 2.2 The term "Association" means the officers and other membership of the Berrien Springs/5C Education Association: MEA, NEA.
- 2.3 The term "days" means work days. During the months that school is in summer recess, Monday through Friday shall be deemed workdays except in cases of national holidays.
- 2.4 The term “teacher” means Bargaining Unit Member

## ARTICLE III - RIGHTS OF TEACHERS AND/OR OF THE ASSOCIATION

- 3.1 Pursuant to the Michigan Public Employment Relations Act, the Board and the Association hereby agree that every employee of the Board for whom the Association has bargaining rights, shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other lawful concerted activities for mutual aid and protection or to refrain therefrom. Both the Board and the Association agree that neither shall discourage or encourage or deprive or coerce any teacher in the enjoyment of any rights conferred under PERA, or other laws of Michigan or the Constitution of Michigan and the United States. That neither will discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation in any lawful activities of the Association or his/her institution of any grievance, complaint or proceeding under this Agreement.
- 3.1.1 In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
- 3.1.2 Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- 3.1.3 Bargaining unit members not joining the Association shall pay a service fee to the Association in accordance with provisions of the Objections to Political Ideological Expenditures Administrative Procedures of the MEA and the court ordered process calculating service fee charges. The service fees shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction as herein provided. In the event the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, upon completion of the procedures contained in Section 3.1.4 and pursuant to MCLA 408.477, MSA 17.277(7), as amended, and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.
- 3.1.4 The Association, in all cases of mandatory fee deductions, pursuant to MCLA 408.477, MSA 17.277(7), as amended, shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, or by personal service with proof thereof. Said notice shall detail the non-compliance, and shall further advise the bargaining unit member that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the service fee or authorized deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for an involuntary deduction, shall provide the bargaining unit member with the opportunity for a due process hearing, which shall be limited to the question of whether the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same. Should a court find that involuntary payroll deductions are illegal or improperly authorized hereunder, such practice shall immediately be discontinued. If involuntary payroll deductions are determined to be illegal or improperly authorized, the parties shall forthwith meet to negotiate the article to achieve either compliance with the court's opinion or a successor article.
- 3.1.5 Upon written authorization by a bargaining unit member or pursuant to paragraph 3.1.4, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The Association will be responsible for producing an authorization form that will include a statement of dues and service fee charges for the year. This form is to be distributed by the Association and signed by the bargaining unit member. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Monies deducted will be transmitted to the Treasurer of the Association no later than thirty (30) days

following each deduction. Information shall annually be supplied by the Association concerning the calculation of the service fee in accordance with the MEA's policy regarding Objections to Political Ideological Expenditures as stated below.

- 3.1.6 The Association has established a "POLICY REGARDING OBJECTIONS TO POLITICAL-IDEOLOGICAL EXPENDITURES," a copy of which is attached as Appendix I. A copy of which shall be provided to each non-union bargaining unit member by the Association, along with the Administrative Procedures, including the time table for payment pursuant thereto, applied only to non-union bargaining unit members. The remedy set forth in those policies shall be exclusive, and unless and until such procedures are exhausted, including any administrative or judicial review thereof, no dispute, claim or complaint by any objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
- 3.1.7 Any person who is not a member of the Association at the time of ratification of the 1989-1992 contract and who has objected to the issues supported by the Association shall be excluded from compliance with provisions of this Article. In order to secure exclusion, the person must provide a signed, written statement of objection to the President of the Association.
- 3.1.8 The Association agrees to indemnify and hold harmless the Board of Education and its agents for errors and/or omissions made as a result of information provided by the bargaining unit member and/or the Association that is necessary for the implementation of this Article of Agreement. Further, the Association shall hold the Board harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agents for the purpose of complying with the provisions of this Article. In the event that this hold harmless provision shall be rendered void by court decision or interpretation of a court of competent jurisdiction, the provisions of this Article shall be immediately suspended as it relates to agency fee payers. Upon suspension, the parties shall meet to negotiate a successor article or agreement in compliance with the court's ruling or one permissible by law and agreeable to both parties.
- 3.1.9 Nothing in this article shall be interpreted to require involuntary or passive deduction of employee contributions to political action funds of the association or its affiliates. Such deductions shall be made only with the full, free and written affirmative consent of the bargaining unit member, on file with the Board, in conformance with applicable law. The Association will reimburse the Board for administrative costs incurred in connection with making these deductions, but not to exceed 5 cents per form.
- 3.2 Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The employer may take whatever action it deems necessary to comply with the requirements of the Americans With Disabilities Act or other laws or regulations, including the School Code, taking into account Article VII and Article XIII.
- 3.3 A copy of the official agenda of the Board meetings shall be provided to the Association at the Superintendent's office prior to said meetings as shall minutes of the official public Board meetings.
- 3.4 Bargaining unit members shall have, upon reasonable request, the right to review the contents of their personnel files in accordance with the Bullard-Plawecki Right to Know Act and to have a representative of the Association accompany them in such review. In absence of a Freedom of Information Act request, other examination shall be limited to authorized supervisory and office personnel, except as otherwise legally required and except that a non-bargaining unit member Association representative, Board Member or their attorney may review such files if they are relevant to specific contract administration issues and other administrative or legal proceedings. No complaints against bargaining unit members shall be placed in personnel files unless they are in writing with the names of complainants. Except as provided by law or in language above, the Board shall not divulge any material in a personnel file to a third party without notice to the bargaining unit member via certified mail or

hand delivered notice with a signed receipt on or before the date of the disclosure to the third party. Such notice shall include the identity of the third party. Except as provided by law, the Board shall expunge all disciplinary reports, letters of reprimand or other records of discipline after four years as provided in Section 7 of the Bullard-Plawecki Employee Right to Know Act. Information regarding criminal investigations and grievance records shall be kept separate from the personnel file. Any complaints toward a bargaining unit member shall be promptly called to the bargaining unit member's attention within five (5) school days or dropped. Timely complaints shall be presented to bargaining unit members via their immediate supervisor.

3.5 The Board shall grant up to twelve (12) days (minimum half-day increments) with pay per year (non-accumulative) for Association business. The Association shall reimburse the Board for any substitute teacher costs relating to Association days.

3.6 The Board shall transmit to the Association President, on a monthly basis, notices of the following information concerning changes in the bargaining unit: job postings, transfers, resignations, changes in hours of work and all new hires.

3.7 Academic Freedom

Both the employer and the Association are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint, and in which academic freedom for teacher and student is protected. Teachers shall work within their respective department or grade level to choose appropriate supplemental materials and methodology consistent with the educational goals and objectives of the district and within the constraints of the curriculum.

3.8 The Association shall have the right to use and/or have access to employer facilities and equipment, including, but not limited to, typewriters, computers and related technology, fax, photocopiers and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the established fees of all materials and supplies incident to such use.

## ARTICLE IV - RIGHTS OF THE BOARD

- 4.1 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 of the State of Michigan and the United States except as limited by the terms of this contract, including the right:
- 4.1.1 to the executive management and administrative control of its employees;
  - 4.1.2 to hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
  - 4.1.3 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;
  - 4.1.4 to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and use of teaching aids of every kind and nature, after having given due consideration to the recommendations of the professional staff of the school; and
  - 4.1.5 to determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers with respect thereto, and non-teaching activities, and the terms and conditions of employment, all subject to the provisions of this contract.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement 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.
- 4.3 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

## ARTICLE V - TEACHING HOURS AND CLASS SIZE

- 5.1 The teacher's day for all teachers shall be seven hours and ten minutes, including a duty free, twenty-five minute lunch period. The remainder of the elementary student's lunch period shall be for preparation and planning as well as when special teachers have assumed classroom responsibilities, provided specialists are employed by the Board. On Fridays and on days preceding holidays or vacations, teachers may leave at the close of the school day, if no student or parent has requested to confer with the teacher.
- 5.2 It is recognized that pupil-teacher ratio is an important aspect of an effective education program. The Board agrees to continue its effort to keep class sizes at an acceptable number taking into consideration the building facilities available, the availability of qualified teachers and the best interests of the pupils.
- 5.2.1 The normal teaching load shall be considered to be thirty (30) pupils per teacher in the elementary grades, middle school and senior high except that in grades K through 3 every effort will be made to limit this to twenty-five (25) pupils, taking into consideration the classrooms available for use, the number of pupils existing at the grade level concerned, as well as economic conditions of the school district. It is understood and agreed that economic conditions as determined by the Board of Education may dictate that class sizes and normal teaching loads as hereinafter specified may be exceeded. Prior to increasing class sizes and normal teaching loads due to economic considerations, the Board shall explore other reasonable alternatives and where the desired outcome can be achieved without adversely affecting the economic considerations and are permissible without violating other provisions of this collective bargaining agreement or others, then the other reasonable alternatives shall be implemented prior to exceeding class size and/or normal teaching loads. Traditionally, large group instruction, or experimental classes where teachers have voluntarily agreed to these larger groupings shall be acceptable.
- 5.2.2 The normal weekly teaching load shall be thirty (30) teaching periods in the middle school and fifteen (15) teaching periods in the senior high school and five (5) preparation periods weekly in each case unless changed by mutual agreement between the Board and the Association. Except as noted in this section, no high school teacher shall have more than three (3) different class preparations in one semester and no middle school teacher shall have more than four (4) different class preparations in one semester. Exceptions to this shall be allowed for Special Education classrooms. If a teacher teaches a class as a "skinny" and also teaches that same class as a 9-week or semester class during the same period, the "skinny" shall be counted as a separate preparation period, but the maximum number of class preparations shall be four (4) rather than three (3). Overloads shall not be counted as preparations because they are voluntary and subject to additional compensation.
- 5.2.3 Use of common planning time shall be decided by grade/department level staff and principal.
- 5.3 Aides shall be hired to supervise playgrounds at the elementary schools.
- 5.4 Teachers of special subjects such as art, music and physical education shall be provided with relief and preparation time to the same extent as other teachers in the school system.
- 5.5 Teachers shall not be expected to teach more than the normal weekly teaching load.
- 5.5.1 If teachers are assigned to teach a class during their preparation/planning time for a period of more than ten (10) consecutive days they shall be compensated at their per diem rate for all such days.

5.5.2 If teachers are assigned as substitutes during their regular preparation/ planning time they shall be compensated in accordance with Article 15.8.

5.6 The district, administration and teaching staff are committed to the ongoing efforts of improving the education process of the Berrien Springs students. Due to the nature of schools extra time may need to occur outside the normal teaching day to accomplish school improvement goals, curriculum issues and other educational concerns.

5.6.1 Staff and school improvement guidelines may encompass the following:

5.6.1.1 The following activities may be involved in this process:

- Grade level planning
- Building level school improvement
- Curriculum study
- Professional development
- Planning time
- Building level meetings
- North Central planning and implementation.

5.6.1.2 Meetings for the above will generally be held immediately before or after school. Weekends, evenings and other non-traditional workdays will not be required of teachers for meetings.

5.6.2 As a part of their professional responsibilities and as a part of the commitment to improving the education process, teachers are expected to attend school activities that are occasionally scheduled outside the normal school day. These could include activities such as open house, back to school activities and fine arts festivals or performances.

5.7 Section 5.2 shall be reopened for negotiation in the event the Board restructures the educational program during the term of this agreement (e.g. change to trimesters, block scheduling).

## ARTICLE VI - TEACHING CONDITIONS

- 6.1 In cases where educational practice and the recommendation of the staff indicates it to be desirable, students may be grouped in classes according to ability, with constant evaluation being made of the groupings so that no student is penalized by being placed or held in an inappropriate group.
- 6.2 Each teacher may use two (2) half-days during the school year for in-service activities. These shall be approved by the administration in advance.
- 6.3 Breakfast Program
- Bargaining unit members shall not be required to supervise the district's breakfast program.
- 6.4 If an employee appears on a video recording, a copy of the video recording will not be provided to a third party without first notifying the employee and providing the employee with the opportunity to view the recording and receive a copy of the recording. Upon request, the Association shall have the right to review any such video recording and receive a copy of this recording.
- 6.5 The Employer shall pay the entire cost of fingerprinting and criminal records checks for all bargaining unit members. This provision shall not apply to applicants for employment.
- 6.6 Professional Appearance: It is understood and agreed that acceptable professional appearance does not include:
- Blue Jeans – no denim colored blue jeans
  - T-shirts
  - Shorts

Exceptions to these standards are field trips, student dress up days, staff participation days, etc. Deviation from these standards must be approved by the building principal. It is understood that approved deviations must be granted uniformly in and among buildings.

## ARTICLE VII - TEACHER QUALIFICATIONS AND ASSIGNMENTS

- 7.1 Since pupils are entitled to be taught by teachers working within their area of competence, all instructional positions shall be filled by appropriate and properly certified and endorsed teachers except as provided for in Section 7.2 and Section 1233b of the Revised School Code. To be qualified, a teacher must be a highly qualified teacher as defined by federal and state laws and requirements and satisfy any accreditation requirements that may be pertinent.
- 7.2 If no certified teacher is available, the hiring of a non-certified, non-endorsed individual or an individual with a vocational authorization for a teaching position, shall follow all applicable state statutes in regard to such hiring. Such individuals shall be compensated in compliance with Schedule B.
- 7.3 The following extra-duty positions are tied to teaching positions: high school marching band and middle school marching band, high school and middle school performing choirs, vocalaires, assistant band director, yearbook and district coordinator of media services (if assigned to the Librarian). With the exception of extra-duty positions that are tied to particular bargaining unit positions, any assignment, in addition to the normal teaching schedule, during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule C & D, and any summer school teaching, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments and in filling such positions shall be given to teachers regularly employed in the district, except that the person best qualified, in the opinion of the board, shall be employed. The acceptance of a bargaining unit position that is tied to an extra-duty position carries an obligation to also accept the extra-duty position.
- 7.4 In the event a student is enrolled in Berrien Springs Public Schools that is determined by the IEP to be a "medically fragile student" and that student is placed in a regular education classroom through compliance with the least restrictive environment concept, the regular education classroom teacher shall be invited and shall attend the IEP meetings to delineate the classroom teacher's functions and responsibilities with regard to the student while in that teacher's classroom. For any IEP, when necessary, a substitute teacher shall be provided for the regular education teacher to allow him/her to attend the IEP. At the request of the teacher, the Association shall have the right to request to open the collective bargaining agreement with regard to that teacher's wages, hours, and working conditions vis-a-vis the "medically fragile student" while in his/her classroom upon 48 hours' written notice.
- 7.5 The Employer shall establish an LRE committee. The committee shall be empowered to receive, review and make recommendations regarding assistance desired in resolving problems arising out of the teacher's attempt to implement the least restrictive environment mandate.
- The committee shall be comprised of five members; two appointed by the Association and two appointed by the Employer. The final member shall be appointed by mutual consent of the four appointees. The committee shall make recommendations regarding the assistance of teachers in resolving problems associated with the implementation of LRE and study and make recommendations concerning how the implementation of LRE can be improved. The Employer shall endeavor to implement the recommendations of the LRE committee wherever possible.
- 7.6 Bargaining unit members shall be granted leave time to take the test(s) of the Michigan test for teacher certification, or any such required test for certification, if such is scheduled during the contract day.
- 7.7 Professional development activities/training at the building or district level may be offered for state board approved CEU credit and for certificate renewal.

## ARTICLE VIII - TEACHER EVALUATION

- 8.0 The parties agree that it is the duty of the administration to evaluate all bargaining unit members. A purpose of the evaluation is to determine the extent to which a bargaining unit member is performing his/her professional duties and to improve professional performance. The evaluation process may be a positive, growth producing activity.
- 8.1 Each teacher is entitled to receive an evaluation of his/her teaching performance by one of the following evaluators: Building Principal - Assistant Building Principal - Special Director. It is recognized that the evaluation of a teacher's performance must include the demonstration of skills in lesson planning and teaching methods, communication of student performance expectations and monitoring of student performance. Therefore, it shall be required that at least two (2) written evaluations be prepared the year of evaluation for each probationary teacher. For probationary teachers, the first evaluation cycle shall be completed by the end of the first semester and the second evaluation cycle shall be completed by April 15. These time lines may be adjusted for probationary teachers who are "anniversary date" employees. At least one (1) written evaluation cycle shall be completed every three (3) years by April 15 for each tenured teacher. If observation(s) of a tenured teacher during the first semester cause the observer to consider tenure proceedings, the tenure teacher shall be provided an evaluation prior to the end of the first semester. The year-end evaluations of tenured and probationary teachers shall be based on the observations conducted that year.
- 8.1.1 An evaluation cycle shall be defined as having: (1) A preobservation conference; (2) formal work site observation(s); (3) post observation conference following each formal observation and (4) written evaluation. The post observation conference shall be conducted within ten (10) work days of the observation unless the teacher and administrator mutually agree otherwise. During the post observation conference, the teacher shall be apprised of any concerns arising out of the observation. The preobservation conference may be either an individual or group conference. A single preobservation conference is sufficient for all worksite observations during a school year.
- 8.1.2 At least two (2) observations to the classroom of a minimum of one day's complete lesson in a subject area per visit, grades preschool through five, or class period grades six through twelve, shall be made by the evaluator of each probationary teacher prior to preparing the first written evaluation which is to be completed by the end of the first semester. Probationary teachers shall be observed at least two (2) times during the second semester. There shall be at least thirty (30) calendar days between the first and last observations conducted during the first semester and at least thirty (30) calendar days between the first and last observations conducted during the second semester for probationary teachers.
- 8.1.3 At least two (2) visits to the classroom of a minimum of one day's complete lesson in a subject area, grades preschool through five, or class period, grades six through twelve, shall be made by the evaluator of each tenured teacher prior to April 15 at least once in every three years.
- 8.2 The evaluations required by section 8.1 shall include general summaries:
- 8.2.1 General summaries shall contain the evaluator's judgment concerning the overall performance of the teacher. Such evaluations shall be based on the sum total of the evaluator's observations and shall include areas of strength and weakness and suggestions for improvement.
- 8.2.2 A place for the teacher's comment and signature shall be provided on each general summary. In the event that the teacher thinks his/her evaluation is incomplete or unjust, he/she may state his/her objections in writing before signing the summary. At his/her request, the teacher shall then be re-evaluated within ten (10) days.
- 8.2.3 A teacher may at any time, at his/her request, have placed in his/her file any written statement of his/her own composition related to his/her performance or the discharge of his/her duties.

- 8.3 All monitoring or observation of the performance of the teacher shall be conducted openly and with full knowledge of the teacher. Such monitoring and observation may include conduct that is observed during the course of the teacher's duties but outside of the regular classroom observation. This could include time and attendance, submission of paperwork, and relationships with students, parents and staff.
- 8.4 Every instance involving the tenure status, extension of probation or dismissal of the teacher shall follow the provisions of the Michigan Tenure Law.
- 8.5 Test scores will not be documented in the evaluation of the teacher's performance.
- 8.6 There must be no presumption of incompetence with regard to any bargaining unit member employee on the part of the evaluator. Any judgment of incompetence must not be arbitrary or capricious but must be supported by observation or documentation to support the conclusion made by the evaluator. Should the information demonstrate that an employee has any area that needs improvement, the evaluator shall develop an individual development plan which:
- 8.6.1 identifies specifically the area(s) that needs improvement.
  - 8.6.2 provides the employee with specific, appropriate written recommendations for improvement.
  - 8.6.3 develops a fair and workable timeline for such improvement. This timeline shall include follow-up visit(s) to evaluate the area(s) of concern.
  - 8.6.4 provide a positive program of assistance that may include materials, resources, consultative services and sufficient time during the school day to implement the recommendation(s) of the evaluator.
- The teacher shall be responsible for implementing the improvement plan and shall be monitored through the plan implementation as outlined in steps 8.6.1 - 8.6.4 of this section.
- 8.7 No teacher shall be observed the day of a classroom party (e.g. Halloween, Valentine's Day) or on the days immediately before and after a holiday or vacation period.
- 8.8 The time lines in this article shall be adjusted if necessary in the event they cannot be satisfied due to the absence of the teacher. The Association President shall be notified in the event time lines are adjusted.

## ARTICLE IX - TEACHER VACANCIES OR ASSIGNMENT CHANGE

- 9.1 When a vacancy in the bargaining unit occurs, it shall be posted in each building for a period of ten (10) days unless it can be filled through the recall of a laid off bargaining unit member who is certified and qualified for the vacancy. A vacancy may be filled on a temporary basis during the ten (10) day posting period. If a vacancy occurs during the school year, the administration shall have the right to fill it on a temporary basis with an interim employee for the remainder of the school year and the vacancy shall be posted and filled in accordance with this Article at the end of the school year unless it is filled through the recall of a laid off bargaining unit member who is certified and qualified. If the vacancy is filled on an interim basis for the remainder of the school year, the interim employee shall not be a member of the bargaining unit and shall not acquire seniority or other contractual rights to continued employment.
- 9.2 Any teacher requesting an assignment change for the ensuing year must do so by April 1 of each year. Such a request must be made annually in order for it to be considered for the following year.
- 9.3 All bargaining unit members shall be notified in writing of their tentative assignment for the following school year no later than the last day of school each year. In the event that a change in the schedule must be made, the teacher shall be consulted. The teacher will be given 15 days to prepare if the teacher is given notice of the change after July 31.
- 9.4 Transfer to Programs Outside the District.  
For travel requirements made by the Board the reimbursement will be according to Board Policy #3545.6.

## ARTICLE X - LEAVES OF ABSENCE

### 10.1 Sick Leave:

- 10.1.1 All teachers absent from duty due to personal illness shall be allowed ten (10) days per year accumulative to 105 days with full pay.
- 10.1.2 In the event of major illness or hospitalization (as distinguished from usual illnesses of a week or less in duration) in which absences are greater than sick leave which the teacher has accumulated, the teacher shall lose pay on a daily pro rata basis for days absent in excess of credit available.
- 10.1.3 Pursuant to the Family and Medical Leave Act of 1993, as amended, the Board and teachers shall abide by the provisions of the Act and shall provide leave for the following situations:
- A. birth, adoption, or foster care placement of an employee's child;
  - B. serious health condition of an employee's spouse, child or parent;
  - C. the employee's own serious health condition.

All leave shall be granted in accordance with the provisions of federal law. An employee requesting leave under the Act must do so in accordance with the Act.

This family and medical leave section is not intended to interfere with the use of any other leave provision within this article. Any employee who wishes to request a family and medical leave will be granted such leave of absence in accordance with federal requirements. The beginning date of the Family Medical Leave shall be the first day of the employee absence which resulted in continuous absences thereafter.

- 10.1.4 Each teacher shall receive a written statement of his/her accumulated sick days by October 1 of each school year.

### 10.2 Disability Leave:

- 10.2.1 The Board shall grant to any teacher, on request, a leave of absence of up to one calendar year, renewable at the option of the Board for the purpose of disability. Fringe benefits shall cease unless the teacher elects to cover his/her insurance coverage at his/her expense or is covered under the provisions of the Family Medical Leave Act as provided elsewhere. The teacher shall be allowed sick leave pay to the limit of days accumulated, and continuing until the amount accumulated is exhausted or the teacher, in the opinion of his/her doctor, is able to resume his/her teaching duties. The Board shall have the right to obtain a second opinion at board expense from its physician. If the opinion of the Board's physician differs from the opinion of the teacher's physician, the two physicians shall mutually agree upon a third physician whose opinion shall be binding and not subject to the grievance procedure. The board shall pay for the third opinion.

If he/she returns, not later than the beginning of the next school year, he/she shall be returned to his/her former position without loss of position on the salary schedule. If the disability extends beyond the beginning of the next school year, he/she shall then be reinstated to the first vacant position for which he/she is certified and qualified and to his/her former position on the salary schedule.

## 10.2.2 Adoption Leave

With the permission of the Superintendent, a teacher may receive unpaid adoption leave beginning upon placement of the child in the home or custody of the parent. The leave may be extended for the balance of the school year. Such leave shall be without pay or benefits except as may be provided by the FMLA, and the returning teacher, if he/she returns no later than the beginning of the next school year, shall be returned to the same teaching position and the same place on the salary schedule. A teacher wishing to extend a leave beyond the beginning of the next year shall be reinstated to the first position available for which he/she is both certified and qualified. Insurance may be continued during such leave at the teacher's expense and/or pursuant to the FMLA.

## 10.3 Other Leaves:

- 10.3.1 Absence because of death in the immediate family shall not be charged to sick leave. Immediate family shall include father, mother, father-in-law, mother-in-law, sister, brother, wife, husband, child, grandparent, grandchild, sister-in-law, or brother-in-law; or any dependent in the immediate household of the teacher. Leave should not exceed three (3) days but may be extended to five (5) days with the approval of administration.
- 10.3.2 Three (3) of the sick days per year specified in Article 10.1.1 may be used for personal leave by the teacher upon notification to the Superintendent or his/her designee at least forty eight (48) hours in advance when possible. Personal days shall be subject to the following conditions:
- a) Principals need not grant more than six (6) requests on any given day on a system-wide basis.
  - b) Personal days may be used for activities which cannot be scheduled outside the normal school hours and which requires the presence of the teacher.
  - c) Personal days shall not be taken on days immediately before or after vacation or holiday periods, in-service days, during parent-teacher conferences nor on the first or last days of school.
- 10.3.3 Leaves for other reasons must be discussed in advance with the administration, and shall be granted without pay if the Board determines the leave will not adversely affect the school district or cause the school district to incur economic expense.
- 10.3.4 In accordance with Section 1235 of the Revised School Code, a teacher who has been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave of study for professional improvement not to exceed two (2) semesters at one time. Upon return from such leave he/she shall be restored to his/her position or to a position of like nature for which he/she is qualified. If no position is available, he/she shall be placed on a waiting list and offered the first position for which he/she is qualified which may become available. Refusal of a position offered shall relieve the Board of any further obligation to the teacher for offer of employment. Any period spent on such leave up to a total of one (1) year as a maximum, shall be treated as teaching service for the purpose of applying the salary schedule in effect at the time of reemployment.
- 10.3.5 Teachers shall be released for jury duty when called to serve, and shall be paid regular salary minus compensation received from the court, except that when, in the opinion of the Superintendent, the teacher's absence because of jury duty, will work a hardship and significantly impair the educational program, he/she (the Superintendent) may request of the court that the teacher be excused from jury duty, with the understanding that such excuse is at the discretion of the court.

10.3.6 A leave of absence shall be granted a teacher who is called to active duty by any branch of the Armed Forces of the United States. Reinstatement on completion of the mandatory service shall be without loss of salary increment credits.

## **ARTICLE XI - PROFESSIONAL BEHAVIOR**

- 11.1 No teacher who has more than one (1) year of teaching experience in the Berrien Springs Public Schools shall be disciplined or discharged or demoted without just cause. Any such discipline, discharge or demotion shall be subject to provisions of the Board's Discipline Policy #4310 and the grievance procedure. To avoid duplication of effort in applying the policy and the grievance procedure, for the purposes cited above, Section 7 and 8 procedures of the discipline policy shall serve as the informal and/or formal conference levels with building administrators in the grievance procedure.

This Article shall not apply to the non-renewal of a probationary employee in accordance with the Tenure Act.

Sections 9, 10 and 11 of Policy #4310 shall serve as the grievance requirement at the Superintendent's level. In the event of a situation involving tenure, Section 11 of School Board Policy #4310 shall serve as the Board level of the grievance procedure.

## ARTICLE XII - CONTINUITY OF OPERATIONS

- 12.1 Both parties recognize the desirability of continuous and uninterrupted operations of the instructional program during the normal school year and avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which un-resolved disputes may be settled by impartial means, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it shall not, during the period of the Agreement, directly or indirectly engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.
- 12.2 Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or other conditions determined by the Board or beyond the control of the Board. Teachers shall receive full teaching credit for days absent under this paragraph if such days are accepted for state aid reimbursement. On days when schools are unable to open because of inclement weather or other conditions, teachers shall not be required to report to duty. However, all instructional days lost which would result in a loss of state aid to the district shall be made up within the fiscal year applicable (ending June 30) but not later than the day(s) immediately following the scheduled last day of school. Such make-up days shall be determined by both parties. The parties agree that before school is closed due to adverse weather conditions, consideration will be given for a late or delayed start of school. If the opening of school is delayed due to inclement weather or other conditions, then reporting time for bargaining unit members will be delayed for the same amount of time. If a meeting was scheduled before school, then the meeting will be delayed the same amount of time or cancelled. There may be other circumstances besides inclement weather that could cause a delay or cancellation for students only. Also, if a delay occurs after staff has reported or another building has begun, professional activity will be dictated by "common sense."

Make-up of exam days and/or half-days missed due to closure of school because of inclement weather or other conditions shall be done in accordance with the following:

12.2.1 1/2 days shall be made up as 1/2 days

12.2.2 if practical, in a building(s) where a 1/2 day exam schedule is used, the missed exams will be made up by rescheduling them upon return to school in the same format (1/2 day exams, 1/2 day teacher preparation)

12.2.3 or as agreed to by the board and the Association.

## ARTICLE XIII - LAYOFF AND RECALL

- 13.1 It is recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum or staff. Whenever the Board determines that a reduction of teaching staff is necessary, the following procedure shall apply to the layoff and recall of teaching personnel. The President of the Association will receive notice of teachers intended to be laid off by the Board of Education at least 55 calendar days prior to the close of the school year (June 30). Each teacher to be laid off will receive notice of layoff at least 45 calendar days prior to the close of the school year (June 30). These timelines for notice of layoff shall not apply in the event a teacher is being laid off in connection with the return of a teacher from leave of absence.
- 13.1.1 Non-certified and certified probationary teachers shall be laid off first in order of seniority provided there are fully qualified teachers available to perform the duties of the position the non-certified and/or certified probationary teacher is vacating.
- 13.1.2 If a reduction in personnel is still necessary, then tenured teachers will be laid off provided that a fully qualified and certified tenured teacher is available to perform the duties of the position the tenured teacher is vacating.
- 13.2 In determining the order of layoff and the order of recall to available positions, the Board will retain or recall those teachers who are most qualified to perform the remaining or available teaching positions.
- 13.3 In determining qualifications for retention or recall under this Article, the following criteria shall apply in addition to the requirement under state and federal law that the teacher be a highly qualified teacher:
- 13.3.1 Grades Pre-school – 5
- (a) Possession of an appropriate certificate or permit from the State of Michigan and
  - (b) Successful classroom teaching experience within the past eight (8) years at the pre-school – 5 level, or
  - (c) Where no teachers possess prior successful classroom teaching experience in the pre-school – 5 level, then student teaching experience at the pre-school – 5 classroom level shall apply.
- 13.3.2 Grades 6 – 8
- (a) Possession of appropriate certification or middle school endorsement in the grade level to be taught: and
  - (b-1) In 7-8 grades, a major or minor (or equivalent hours) in the specific teaching area to which the teacher is to be assigned, or
  - (b-2) Having acquired a valid permit or approval by the Department of Education for teaching in the grade level and subject area during the time required to either receive a middle school endorsement or a major or minor in the subject area at the grade level assigned, or
  - (b-3) If a permit or approval is not required for the position to which the teacher is assigned and the teacher does not have a major or minor or its equivalent, the teacher will be allowed a period of two (2) school years to receive either middle school endorsement or a major or minor in the area to be assigned, however an additional year may be granted by the superintendent upon a showing by the teacher that an additional year is necessary because the requisite courses for the major or minor or

endorsement cannot be scheduled in a two-year period. If the middle school endorsement or a major or minor in the area to be assigned is not attained within the two (2) year time frame (or three (3) year time frame if so granted), then the teacher shall no longer be qualified and shall be laid off. Note: 7<sup>th</sup> and 8<sup>th</sup> grade teachers do not need to be North Central accredited to teach at the 7<sup>th</sup> and 8<sup>th</sup> grade levels.

### 13.3.3 Grades 9 – 12

- (a) Possession of an appropriate certificate or permit from the State of Michigan for Grades 7– 12 and,
- (b) A major or minor (or equivalent credit hours) with a sufficient number of credit hours to meet the requirements of the North Central Association of Secondary Schools and Colleges in the specific teaching area to which the teacher is to be assigned, or
- (c) Successful classroom teaching experience within the past five (5) years in the specific teaching area with a sufficient number of credit hours to meet the requirements of the North Central Association, or
- (d) Where no teachers possess prior successful classroom teaching experience in the specific teaching area, student teaching experience in the specific teaching area shall apply.

### 13.3.4 Grades K-12

Special certification in the specific teaching areas, such as art, music, physical education, and other qualifications required by the Michigan Department of Education; successful teaching within the past five (5) years within the specific subject matter or assignment to which the teacher is to be assigned.

### 13.3.5 Special Programs

For special programs which the board may from time to time establish, such as gifted and talented or alternative education, successful teaching experience within the past five (5) years; or where no teacher possesses prior successful teaching experience, completion of special course work in the given teaching area, such as college course credits, in-service training, seminar attendance, etc., shall apply.

13.3.6 As used in this Article, classroom teaching shall not include either assignments in art, music, physical education or other special courses requiring special certification from the Michigan Department of Education as set forth in Paragraph 5 above, or assignments to special programs as set forth in Paragraph 6 above.

13.4 As among those teachers whose qualifications as defined above are identical, the following point system shall be used to determine their respective qualifications for job retention or recall, with the teachers being arranged in order of the greatest number of points:

13.4.1 One point per full year of three-fourths (3/4) time or more teaching experience in the Berrien Springs Public Schools (September-June equals ten (10) months). Part-time teaching of less than three-fourths (3/4) time and/or less than full year teaching experience will be prorated.

13.4.2 Certification held:

- (a) Two points for permanent, continuing or professional certificate.
- (b) One point for provisional certificate.
- (c) One point for BA.

(d) Two points for MA.

- 13.5 As among those teachers whose qualifications and points are identical, the teacher with the greatest seniority within the District shall be retained or recalled first. Seniority shall commence with the earliest of the following dates: letter of intent, first day of work, date of individual contract, or Board action. Seniority shall continue to accrue without interruption unless the teacher resigns or is terminated.
- 13.6 Where teachers' qualifications, points and seniority are identical, the teacher who has the highest last digit in his/her social security number will be retained. If a tie remains, the teacher who has the highest sum of the last two digits in his/her social security number will be retained.
- 13.7 Teachers are responsible to provide the Board by no later than October 15 of each year, information concerning additional semester or quarter hours, degrees or certifications earned during the preceding year if they desire that information to be included in determining their respective qualification points.
- 13.8 The Board shall compile and keep current a qualification point list and provide the Association a copy of said list prior to December 15. It is expressly understood that the Association President or his/her designee shall, with the Administration, review the layoff list prior to notification of the individuals to be laid off.
- 13.9 Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed, except insurance benefits. If a teacher is laid off after working any portion of a school year, the teacher will receive insurance coverage for two months from the last working day.
- 13.10 Recall shall be facilitated by application of the layoff process in reverse order. Recall shall be made in person; or if personal contact cannot be made, then notice of recall shall be made by certified mail, return receipt requested, forwarded to the last address provided to the Superintendent's office by a teacher, or to any agent named by a teacher and empowered by the teacher with a power of attorney. In all such cases, the Association shall be notified simultaneously.
- 13.11 If a teacher is recalled from layoff status, except as noted in Section 13.2 or required by the Tenure Act, the teacher must accept the offer of recall by re-entering into an individual contract of employment with the Board of Education within twenty-one (21) calendar days of the date of personal notification of recall or mailing of the recall notification. If the teacher fails or refuses to do so, this shall constitute the teacher's resignation from his/her employment with the Board of Education and all seniority and job rights shall be lost.
- 13.12 No teacher shall be required to accept recall to a position that is not of comparable work (i.e. Full-time to part-time or part-time to full-time).

## ARTICLE XIV - SCHOOL CALENDAR

- 14.1 For the term of this agreement, the school calendar shall be set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association, unless the deviation is necessary to satisfy state requirements regarding days or hours of pupil instruction and to receive full State aid. The deviation shall be negotiated. If the parties do not agree, the make up day(s) will be added to the end of the calendar.
- 14.1.1 Teachers' classrooms will not be occupied by any program until two (2) school days after the close of school.
- 14.2 Teacher duty days shall be:
- 14.2.1 For the life of this agreement teacher duty days shall be 182 student days and 185 teacher, unless the mutually agreed upon calendar for a particular school year contains a different number of student days or teacher days.
- 14.2.2 If any additional days are added to the calendar, each day will result in a .5% increase on all steps of the salary schedule (Schedule B).
- 14.3 The Board may institute two (2) half days of in-service session, or appropriate equivalency, for each building faculty during the school year. Planning for in-service activities is to be jointly determined by the Board and the Association. The school year is defined as the teacher duty days provided in the current school calendar.

## ARTICLE XV - PROFESSIONAL COMPENSATION

- 15.1 Salaries for teachers covered by this Agreement are set forth in Schedule B. Per diem pay shall be calculated by dividing the teacher's annual base salary by 185.
- 15.2 Teachers newly employed shall be given full credit on the Salary Schedule set forth in Schedule B for outside teaching experience, which were completed after the teacher obtained provisional certification up to a maximum of six (6) years. Such credit shall include full and partial years and including substitute positions under contract for one semester or longer. Audiologist, speech pathologist and teaching positions requiring speech pathologist certification shall be placed on the eleventh (11<sup>th</sup>) step, MA+15 column. Audiologists, speech pathologists and teaching positions requiring speech pathologist certification employed prior to 2008-2009 who are not at least at the 11<sup>th</sup> step MA+15 will be placed on that step.
- 15.2.1 Teachers are entitled to notification of their salary and step level on or before the first paycheck of the school year.
- 15.3 Salary advancements, either through step increments or schedule improvements, are dependent upon satisfactory evaluation of previous assignments and are not to be considered automatic, provided the teacher has been notified, in writing, of the reasons for unsatisfactory evaluation and its implications not less than forty five (45) duty days prior to the end of the school year, at which time the teacher will be re-evaluated at his request.
- 15.4 The Board of Education agrees to reimburse teachers for all expenses incurred due to Board-mandated or requested additional teacher training.
- 15.5 Part-time teachers who are employed less than 3/4 time shall receive pro-rata salary and full increment credits. Those who are employed 3/4 time or more shall receive pro-rata salary and full benefits, including increment credits and insurance.
- 15.6 Teachers who qualify to move from one schedule to another during the school year shall report this to the Superintendent in writing with a copy of the diploma or written evidence of the qualification. Adjustments to a new schedule shall be made no later than twenty-one (21) calendar days following notification to the Superintendent..
- 15.7 The salary of those individuals with extended school year and/or extended school day contracts shall be prorated as per the salary schedule for extra time worked. (All programs requiring extended school year and/or school day work schedules must be approved by the Superintendent).
- 15.8 Teachers asked by the Administration to substitute during conference periods shall be paid at the rate of \$13.50 per hour, payable on the regular payroll.
- 15.9 Teachers eligible for longevity shall be compensated as follows:
- |                             |                 |
|-----------------------------|-----------------|
| Service years 16 through 20 | \$600 per year  |
| Service years 21 through 25 | \$750 per year  |
| Service years 26 through 30 | \$1250 per year |
| Service years 31 or more    | \$1750 per year |

These payments are to be lump sum payments, made at the conclusion of each school year and are not to be considered as part of any salary schedules but part of the teacher's regular compensation.

15.10 Continuing Education Units (CEU's) may be utilized in the following manner:

CEU's must be state Board approved (SB-CEU's)

1. Three CEU's = 1 semester hour
2. CEU's may be used to satisfy all BA+20 or MA+15 in part or in full.
3. CEU's may not be used by themselves to obtain a Master degree. CEU's may be used in part to obtain, as long as the CEU's are certified by the University as part of an approved Masters program.
4. CEU's are not retroactive. (Must be obtained after July 1, 1996)
5. CEU's can not be reused.
6. Application for CEU's must be paid for by the employee (teacher).
7. For the Nurse, 10 contact hours = 1 SB-CEU.

## ARTICLE XVI - TELECOMMUNICATIONS

### DEFINITIONS

"Telecommunication" or "telecommunication classes" will be defined as the teaching of students via a two-way interactive television system.

"Originating Site" will be defined as the school district in which a telecommunications class is being taught live.

"Remote Site" will be defined as the school district where a class is being received via television outside the school district.

### CONDITIONS

The parties agree that interactive telecommunication is designed and intended to be used as a two-way system of teacher-student instruction.

Teachers who are presenting telecommunications courses shall not be responsible for the behavior or discipline of students at remote sites.

The employer agrees to provide appropriate employees to repair and maintain telecommunication equipment.

The evaluation of originating site teachers in telecommunication courses shall be subject to the evaluation process contained in Article VIII. Further, it is expressly understood that all observations/evaluations shall require the physical presence of the evaluator. No evaluation or observation for the purpose of evaluation shall be done or conducted by electronic means. Nothing contained herein shall prohibit the originating site principal from investigating complaints.

When Berrien Springs is the originating site, the telecommunication teacher shall be compensated in accordance with the provisions of Berrien Springs School agreement if he/she is a member of the bargaining unit.

Videotaping of classroom instruction may be made, but only for the purpose of make-up work for students who were absent from school during the original telecast period.

It is understood that the Board owns all videotape materials. Telecommunications teachers are responsible for any and all videotapes of classroom instruction and will have the authority and responsibility to erase any and all such videotapes. All copying of videotapes is prohibited and the teacher shall erase all videotapes within thirty (30) days.

The employer agrees that it will provide courier service or other means for the purpose of exchanging documents, homework, class work, tests and materials between the various originating sites and remote sites.

## ARTICLE XVII - SITE-BASED DECISION MAKING

### 17.1 Definition:

Site-based decision making is a joint (teachers, school administrators, parents, pupils and others in the school community) planning and problem-solving process that seeks to improve the quality of education in the school and the delivery of quality education. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.

### 17.2 The decisions of the site-based decision making (SBDM) or School Improvement Program (SIP) committees shall be implemented so long as those decisions:

17.2.1 Do not exceed the budgetary limits established by the Board;

17.2.2 Do not adversely affect the operations of other buildings or the district as a whole;

17.2.3 Do not violate Board policy, the Master Agreement or the law,

17.2.4 Do not affect the decisions of other SBDM committees, and;

17.2.5 Do not conflict with the goals of the strategic plan adopted by the Board.

### 17.3 Participation in SBDM by a bargaining unit member, whether full or in part shall be voluntary. The participation or lack thereof shall neither be construed nor have merit in the evaluation, assignment, promotion, discipline or discharge of any bargaining unit member or any other condition of employment including the placement of any information in any bargaining unit member's personnel file.

### 17.4 The Association will provide input to the Board concerning training in the following areas:

17.4.1 The SBDM/SIP process/model being proposed;

17.4.2 Overview of the SBDM/SIP process, programs and structures;

17.4.3 Decision-making models, and;

17.4.4 Problem solving and conflict resolution.

## ARTICLE XVIII - MENTORS

- 18.1 For the first three (3) years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches, to one (1) or more master teachers, college professors, or retired master teachers who shall act as a mentor or mentors to the teacher. Bargaining unit members shall be considered for such assignments. Any bargaining unit member so selected may decline. Mentors shall assist the probationary employee to achieve the goals of the probationer's individual development plan.
- 18.2 If a bargaining unit member is appointed as a mentor the following provisions shall apply:
- 18.2.1 Bargaining unit mentors shall not participate in the supervision or give input for the evaluation of the probationer.
  - 18.2.2 Where possible the bargaining unit mentor and the probationer shall be assigned common preparation time. The mentor and the probationer shall be allowed, upon request and with the permission of the administration of the probationer's building, time for observation and consultation purposes.
  - 18.2.3 Bargaining unit members shall not be permitted to testify in any grievance hearing or administrative hearing involving the probationer which concerns any aspect of the mentoring relationship or the probationer's individual development plan.
  - 18.2.4 Matters pertaining to service as a mentor shall not be included in the mentor's classroom teaching evaluation.
  - 18.2.5 Each mentor shall be compensated at the rate of 2% of the B.A. base each year of their services inclusive of training activities outside the work day or school year, not to exceed 5 days beyond the contract year.
  - 18.2.6 At the request of the bargaining unit member or the probationer the mentor/mentee arrangement can be terminated and a new mentor assigned to the probationer.

## ARTICLE XIX - GRIEVANCE PROCEDURE

- 19.1 All communications regarding grievances shall be in writing.
- 19.2 A grievance shall be an alleged violation, misinterpretation, misapplication of any of the provisions of this contract. The following matters shall not be the basis of any grievance filed under the provisions outlined in this article:
- 19.2.1 The termination of services of or failure to re-employ any probationary teacher whose performances were evaluated unsatisfactory.
- 19.2.2 The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.
- 19.2.3 The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- 19.2.4 It is expressly understood that the grievance shall not apply to specific cases of discharge or demotion under the tenure act.
- 19.3 A grievance, to be considered, must be the subject of an informal meeting in accordance with Section 19.4 within twenty (20) days of the occurrence. If this requirement is not satisfied, the issue will be non-grievable. A teacher or the Association may file grievances subject to the terms of this agreement.
- 19.4 The first step of the grievance procedure shall be an informal meeting between the grievant(s), the Association and the Board's representative. This meeting shall occur within the twenty (20) days mentioned in 19.3.
- 19.5 If the meeting at the informal level is with the building principal and if the parties cannot agree and resolve the issue, the grievance shall be filed, in writing, with the principal within five (5) days of the meeting held at the principal's level. The principal shall respond, in writing, to the grievance within five (5) days of receipt of the written grievance.
- 19.6 If the grievant(s) is still not satisfied with the response, the grievance shall be transmitted, in writing, within five (5) days, to the Superintendent of Schools. Upon receipt of the grievance, the Superintendent shall have seven (7) days to meet with the grievant(s) and discuss the grievance. The Superintendent shall, within five (5) days of the meeting at his/her level, respond, in writing, and give his disposition of the grievance to the grievant(s).

If the grievance arises in more than one building and if the grievance is therefore filed directly, in writing, with the Superintendent, he/she shall have ten (10) days to meet with the grievant(s) and discuss the grievance. The Superintendent shall then, within five (5) days of the meeting, respond in writing and give his/her disposition of the grievance to the grievant(s).

Written grievances as required herein shall contain the following:

- a. It shall be signed by the grievant or grievants;
- b. It shall be specific;
- c. It shall contain a synopsis of the facts giving rise to the alleged violation;
- d. It shall cite the section or subsections of this contract alleged to have been violated;
- e. It shall contain the date of the alleged violation;
- f. It shall specify the relief sought.

- 19.7 If the grievant(s) is not satisfied with the response from the Superintendent, the grievance shall be transmitted, in writing, within five (5) days from the time the grievant(s) receives the Superintendent's response, to the Board of Education through its secretary.
- 19.8 Within twenty (20) days after receipt of the grievance, the Board shall pass upon it. The Board may hold a hearing thereon or prescribe such procedures as it may deem appropriate for consideration of the grievance, provided that in no event, except with the express written consent of the aggrieved party or parties, shall a final determination of the grievance be made by the Board more than thirty (30) days after its submission to the Board.
- 19.9 BINDING ARBITRATION
- 19.9.1 If the Association is not satisfied with the disposition of the grievance at the Board level, it may refer the matter for arbitration by providing the Board with written notice of intent to arbitrate within ten (10) days of the date of the Board's disposition. The parties shall have ten (10) days from the date of the notice of intent to arbitrate to mutually agree upon an arbitrator. If the parties do not mutually agree within that ten (10) day time period, the Association shall file its Demand to Arbitrate with the American Arbitration Association (AAA) within thirty (30) days of the date of the Board's disposition and the arbitrator shall be selected by the AAA in accordance with its rules.
- 19.9.2 Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- 19.9.3 The decision of the arbitrator shall be final and conclusive and binding upon the employees, the Board and the BSEA; subject to the right of the Board or the BSEA to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- 19.9.4 Powers of the arbitrator are subject to the following limitations:
- a) He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - b) He/she shall have no power to establish salary scales.
  - c) He/she shall have no power to change any practice, policy or rule of the Board.
  - d) He/she shall have no power to interpret state or federal law but must apply the law as it is written or interpreted by the courts.
  - e) He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
- 19.9.5 After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
- 19.9.6 If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have jurisdiction to determine arbitrability. In the event that a case is appealed to the arbitrator in which he/she has no power to rule, it shall be referred back to the parties without decision or recommendations on its merits.
- 19.9.7 More than one (1) grievance may not be considered by the arbitrator at the same time except upon mutual express written consent.

- 19.9.8 The cost of the arbitrator shall be borne equally by the parties, except each party shall assume its own cost for representation including any expense of witnesses.
- 19.9.9 Should the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the Association fail to appeal a decision within the limits specified, the grievance shall not be processed.
- 19.9.10 All preparation, filing, presentation, or consideration of grievance shall be held at the times other than when a teacher or a participating Association representative are to be at his/her assigned duty station.
- 19.9.11 Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- 19.9.12 Grievance negotiations and arbitration matters shall be scheduled after the regular school day only. Under special Board consideration, a teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration at the request of the school Board or state labor mediation board, shall be released from regular duties without loss of salary.
- 19.10 The specific time limits provided herein shall be strictly adhered to and enforced. Failure to abide by a time limit at any level shall cause the waiver of further processing of the grievance. However, if time limit extensions are necessary, they shall be granted, in writing, by the party of whom such request is made.

## ARTICLE XX - GENERAL PROVISIONS

- 20.1 Realization that discipline and supervision of pupils is necessary to the education program, each principal shall specify in a handbook provided to teachers at the beginning of the school year, a procedure for matters of student discipline and the handling of student discipline cases and shall discuss these matters carefully with the school faculty. The superintendent shall review such handbooks before approving them to make sure a uniform policy is being practiced by the system where desirable.
- 20.2 Assignments for the adult education, driver education and summer school programs shall be made by the Board on the basis of preferences to teachers possessing regular teaching certificates and regularly employed in the district during the normal school year with the provision that the person best qualified in the opinion of the Board shall be employed.
- 20.3 The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 AM to report unavailability for work and shall be responsible for doing so. After the teacher has reported unavailability on a given day, the Board of Education has full responsibility for substitute teachers.
- 20.4 Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously.
- 20.5 All sections of this Agreement shall apply to the School Nurse except the following:
- Article 5. The Nurse shall be required to work no more than eight (8) hours per day including a duty free lunch.
  - Article 8 The Nurse shall be observed and evaluated by the Superintendent or her/his designee. The evaluation cycle shall be as outlined in 8.1.1. In addition sections 8.3 and 8.6 shall apply to the Nurse.
  - Article 13 Except that sections 13.1, 13.9, 13.10, 13.11 and 13.12 shall apply to the Nurse.
  - Article 14 Section 14.2 for the nurse shall include up to 195 days per year.

## ARTICLE XXI - TERMS AND LIMITATIONS OF THIS AGREEMENT

- 21.1 This Agreement shall be effective the date it is ratified by all parties and shall continue in effect until June 30, 2010, without change unless changes are approved by both parties.

The parties acknowledge that during 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 not specifically referred to or covered in this Agreement, even though such subjects or matters 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.

New extra-curricular positions are negotiable at the request of either party.

- 21.2 This contract represents the entire Agreement between the two parties.
- 21.3 If any provision of this Agreement or any applications of the Agreement to any employee or group of employees shall be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

I hereby certify that this contract was ratified by the Berrien Springs Education Association on September 2, 2008.

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Melissa Clapper  
President

I hereby certify that this contract was ratified by the Board of Education of the Berrien Springs Public Schools at a special meeting held on September 18, 2008.

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James Bermingham  
Superintendent of Schools

## 2008-2009 CALENDAR

185 Days for Staff and 179 Days for Students

August 26, 27 & 28	Tuesday, Wednesday, Thursday	Professional Development/Building & Program Meetings
August 29 & September 1	Friday, Monday	Labor Day Recess
September 2	Tuesday	Classes Begin: Half Day Elementary Students Full Day Secondary Students & All Staff
October 24	Friday	Professional Development: No School for Students
November 12	Wednesday	Parent/Teacher Conferences: Full Day Students/Evening Conferences
November 13	Thursday	Half Day Students/Afternoon & Evening Conferences
November 14	Friday	Half Day Students & Instructional Staff
November 26	Wednesday	Half Day Students & Staff
November 27 & 28	Thursday & Friday	Thanksgiving Recess: No School for Students or Staff
December 22	Monday	First Day of Winter Break
January 5	Monday	Classes Resume
January 15	Thursday	Exams: Secondary Students Half Day
January 16	Friday	End of Semester: Half Day Students/Full Day Staff
January 19	Monday	Professional Development: No School for Students
March 18	Wednesday	Parent/Teacher Conferences: Full Day Students/Evening Conferences
March 19	Thursday	Half Day Students/Afternoon & Evening Conferences
March 20	Friday	Half Day Students & Instructional Staff
April 6 – 10	Monday-Friday	Spring Break
May 25	Monday	Memorial Day: No School for Students or Staff
June 3, 4, 5	Monday – Wednesday	Students Half Days/Full Day Staff
June 5	Wednesday	Last Day of School

## SCHEDULE B

### SALARY SCHEDULE – 3%

2008-09

Step	AB	AB+20	MA	MA+15	EDS	PHD
1	33,179	33,394	34,440	35,031	36,082	37,164
2	34,395	34,638	37,715	36,339	37,429	38,552
3	35,609	35,882	37,517	37,645	38,774	39,937
4	36,824	37,129	38,906	38,950	40,119	41,323
5	38,039	38,374	40,067	40,257	41,465	42,709
6	39,255	39,618	41,342	41,563	42,810	44,094
7		40,864	42,617	42,868	44,154	45,479
8		42,108	43,893	44,177	45,502	46,867
9		43,354	45,170	45,481	46,845	48,250
10		44,600	46,445	46,788	48,192	49,838
11		45,845	47,719	48,093	49,536	51,022
12		47,089	48,997	49,398	50,880	52,406
13		52,040	52,370	52,419	53,992	55,812
14			55,743	57,439	59,162	60,937

2009-2010 – 2% increase on Schedule B if:

- The foundation allowance for 2009-2010 is at least 1.55% greater than the foundation allowance for 2008-2009, and
- The blended count for enrollment is at least 1,756 FTE.

1% increase on Schedule B if the foundation allowance increase and enrollment do not meet the above.

## EMPLOYMENT BENEFIT PROVISIONS

In addition to the preceding salary schedules enumerated, the following benefits shall be provided according to teacher eligibility:

- A. Each teacher employed  $\frac{3}{4}$  time or more shall be eligible for either Plan A or Plan B as described below.

Open enrollment period is the month of October. Coverage extends from October 1 through September 30 each year.

Insurance coverage terminates on September 1 for those teachers leaving the school system at the close of the school year.

MESSA PAK Choices II Health Insurance Plan A is provided by the Board of Education (as per eligibility) with the following limitations:

### PLAN A

HEALTH	MESSA Choices II	\$10/\$20 RX
DENTAL	DELTA DENTAL	50/50/50 \$500
VISION	VSP-1	
LTD	66 2/3%, \$5,000 MAX,	90 CDMF
LIFE	\$10,000 AD&D	

### PLAN B

DENTAL	60/60/60	\$600
VISION	VSP-2	
LTD	SAME AS A	
LIFE	SAME AS A	

### COST:

Plan A cost to the teacher will be 2% of the premium.

In order to offset the additional cost of the \$10/\$20 RX card, the 2% premium co-pay will be suspended for the months of October and November 2008.

- B. Should a teacher not be eligible for health insurance under the plan provided by the Board at the fall enrollment time, but later becomes eligible he shall be enrolled when he notifies the Board of his later eligibility, provided that the notice given is within thirty (30) days of his becoming eligible. His eligibility for enrollment and the benefits available shall be the same as if the enrollment had taken place at the normal enrollment time.
- C. Teachers who select MESSA PAK B shall be eligible for a cash option of \$4,000, or as mutually agreed upon by the district and the association, per year through the section 125 plan outlined below.

- D. In the case of husband and wife both employed in the system, the person carrying the hospitalization insurance shall be at their option.
- E. All benefit premiums paid by the Board of Education shall be terminated not later than thirty (30) days following the termination of employment (whatever the reason) and further, all eligibility for participation in benefit programs by the spouse and/or dependents (present or future) shall be terminated simultaneously except for provisions of COBRA.
- F. Tax sheltered annuities shall be available at the teacher's expense.
- G. The Board of Education shall pay in full its obligation of the employee retirement contribution of all contracted salary earned.
- H. Section 125 Plan will be implemented as follows:
- The Employer shall provide a cash option in lieu of health benefits. The cash option amount shall be as specified in the plan document.
- The amount of the cash payment received may be applied by the teacher to a tax-deferred annuity. To elect a tax-deferred annuity, the teacher shall enter into a salary reduction agreement.
- The program will become effective January 1, 1996. Benefits currently being provided to teachers shall continue as currently provided.
- All cost relating to the implementation and administration of benefits (\$400 per year plus \$1.50 per employee per year) for teachers under this program shall be borne by the Employer. The section 125 administration shall be provided by MESSA optional. The Employer shall enter into a MESSA optional administrative services contract.
- Furthermore, the employer shall provide a premium contribution plan. To elect a premium contribution plan in the amount per contract agreement, the teacher shall enter into a salary reduction agreement.
- I. The Board will make available a payroll deduction procedure for each teacher who selects a Long Term Care Program.

**SCHEDULE C  
ATHLETIC SALARIES  
2008 – 2009**

Experience Base Salary		1 33179	2 34395	3 35609	4 36824	5 38039	6 39255
<b>FOOTBALL</b>							
Varsity Head Coach	17%	5640	5847	6054	6260	6467	6673
Varsity Asst. Coach	12%	3981	4127	4273	4419	4565	4711
JV Head Coach	12%	3981	4127	4273	4419	4565	4711
JV Asst. Coach	10%	3318	3440	3561	3682	3804	3926
<b>CROSS COUNTRY</b>							
Varsity Head Coach	12%	3981	4127	4273	4419	4565	4711
<b>SOCCER COACH</b>							
	12%	3981	4127	4273	4419	4565	4711
<b>BASKETBALL</b>							
Varsity Head Coach	17%	5640	5847	6054	6260	6467	6673
JV Coach	12%	3981	4127	4273	4419	4565	4711
Freshman Coach	11%	3650	3783	3917	4051	4184	4318
<b>WRESTLING</b>							
Head Coach	14%	4645	4815	4985	5155	5325	5496
Asst. Coach	9%	2986	3096	3205	3314	3424	3533
<b>VOLLEYBALL</b>							
Varsity Head Coach	13%	4313	4471	4629	4787	4945	5103
JV Coach	9%	2986	3096	3205	3314	3424	3533
Freshman Coach	7%	2323	2408	2493	2578	2663	2748
<b>FACULTY MANAGERS</b>							
Fall Sports							
Winter Sports							
<b>BASEBALL &amp; SOFTBALL</b>							
Varsity Head Coach	13%	4313	4471	4629	4787	4945	5103
JV Coach	9%	2986	3096	3205	3314	3424	3533
<b>TRACK</b>							
Varsity Head Coach	13%	4313	4471	4629	4787	4945	5103
JV Coach	9%	2986	3096	3205	3314	3424	3533
<b>TENNIS</b>							
Varsity Head Coach	12%	3981	4127	4273	4419	4565	4711
JV Coach	8%	2654	2752	2849	2946	3043	3140
<b>GOLF</b>							
Head Coach	12%	3981	4127	4273	4419	4565	4711

**SCHEDULE C  
ATHLETIC SALARIES  
EXTENDED SEASON RATES  
2008-2009**

Experience		1	2	3	4	5	6
Base Salary		33179	34395	35609	36824	38039	39255
<b>FOOTBALL</b>							
Varsity Head Coach	2%	664	688	712	736	761	785
Varsity Asst. Coach	1%	332	344	356	368	380	393
JV Head Coach	0%	0	0	0	0	0	0
JV Asst. Coach	0%	0	0	0	0	0	0
<b>CROSS COUNTRY</b>							
Varsity Head Coach	2%	664	688	712	736	761	785
<b>SOCCER COACH</b>							
	2%	664	688	712	736	761	785
<b>BASKETBALL</b>							
Varsity Head Coach	2%	664	688	712	736	761	785
JV Coach	0%	0	0	0	0	0	0
Freshman Coach	0%	0	0	0	0	0	0
<b>WRESTLING</b>							
Head Coach	2%	664	688	712	736	761	785
Asst. Coach	0%	0	0	0	0	0	0
<b>VOLLEYBALL</b>							
Varsity Head Coach	2%	664	688	712	736	761	785
JV Coach	0%	0	0	0	0	0	0
<b>BASEBALL &amp; SOFTBALL</b>							
Varsity Head Coach	2%	664	688	712	736	761	785
JV Coach	0%	0	0	0	0	0	0
<b>TRACK</b>							
Varsity Head Coach	2%	664	688	712	736	761	785
JV Coach	0%	0	0	0	0	0	0
<b>TENNIS</b>							
Varsity Head Coach	2%	664	688	712	736	761	785
JV Coach	0	0	0	0	0	0	0

**SCHEDULE C  
MIDDLE SCHOOL ATHLETIC SALARIES  
2008-2009**

Experience		1	2	3
Base Salary		33179	34395	35609
7 <sup>th</sup> GRADE FOOTBALL				
Head Coach	4%	1327	1376	1424
Asst. Coach	4%	1327	1376	1424
8 <sup>th</sup> GRADE FOOTBALL				
Head Coach	4%	1327	1376	1424
Asst. Coach	4%	1327	1376	1424
TRACK				
Head Coach	4%	1327	1376	1424
CROSS COUNTRY				
Head Coach	4%	1327	1376	1424
7 <sup>th</sup> GRADE BASKETBALL				
Head Coach	4%	1327	1376	1424
8 <sup>th</sup> GRADE BASKETBALL				
Head Coach	4%	1327	1376	1424
WRESTLING				
Head Coach	4%	1327	1376	1424
Asst. Coach	4%	1327	1376	1424
7 <sup>th</sup> GRADE VOLLEYBALL				
Head Coach	4%	1327	1376	1424
8 <sup>th</sup> GRADE VOLLEYBALL				
Head Coach	4%	1327	1376	1424

"B" Team/Floaters will be paid \$9.50 per hour as needed.

**SCHEDULE D**  
**2008-2009**

Experience		1	2	3	4	5	6
Base Salary		33179	34395	35609	36824	38039	39255
<b>HIGH SCHOOL</b>							
9 <sup>th</sup> Grade Advisor	4%	1327	1376	1424	1473	1522	1570
10 <sup>th</sup> Grade Advisor	4%	1327	1376	1424	1473	1522	1570
Junior Co-Sponsor	4%	1327	1376	1424	1473	1522	1570
Senior Co-Sponsor	4%	1327	1376	1424	1473	1522	1570
Student Council	7%	2323	2408	2493	2578	2663	2748
National Honor Society	7%	2323	2408	2493	2578	2663	2748
Pom Pon Sponsor	6%	1991	2064	2137	2209	2282	2355
Yearbook Advisor	8%	2654	2752	2849	2946	3043	3140
Marching Band	15%	4977	5159	5341	5524	5706	5888
Cheerleaders	9%	2986	3096	3205	3314	3424	3533
Play Director	9%	2986	3096	3205	3314	3424	3533
Assistant Play Director	6%	1991	2064	2137	2209	2282	2355
Science Olympiad	4%	1327	1376	1424	1473	1522	1570
Quiz Bowl	4%	1327	1376	1424	1473	1522	1570
Close Up	4%	1327	1376	1424	1473	1522	1570
B.P.O.A.	6%	1991	2064	2137	2209	2282	2355
Choral Director (H.S. & M.S.)	9%	2986	3096	3205	3314	3424	3533
Golf Club	8%	2654	2752	2849	2946	3043	3140
H.S. Newspaper	6%	1991	2064	2137	2209	2282	2355
<b>MIDDLE SCHOOL</b>							
Band Director	6%	1991	2064	2137	2209	2282	2355
Asst. Band Director	4%	1327	1376	1424	1473	1522	1570
Play Director	8%	2654	2752	2849	2946	3043	3140
Asst. Play Director	5%	1659	1720	1780	1841	1902	1963
Facility Manager							
Student Senate Advisor	7%	2323	2408	2493	2578	2663	2748
Science Olympiad	4%	1327	1376	1424	1473	1522	1570
6 <sup>th</sup> Grade Vocalaires	6%	1991	2064	2137	2209	2282	2355
Middle School Cultural Exchange	4%	1327	1376	1424	1473	1522	1570
Spelling	4%	1327	1376	1424	1473	1522	1570
<b>SYLVESTER ELEMENTARY</b>							
Vocalaires	5%	1659	1720	1780	1841	1902	1963
Art By Invitation	4%	1327	1376	1424	1473	1522	1570
Elementary Yearbook	4%	1327	1376	1424	1473	1522	1570
Sylvester Garden Club	4%	1327	1376	1424	1473	1522	1570
Sylvester Student Council	4%	1327	1376	1424	1473	1522	1570
Conflict Manager	4%	1327	1376	1424	1473	1522	1570
School Improvement Chairpersons (4 positions)	4% Each	1327	1376	1424	1473	1522	1570

- ❖ Advisor of the Yearbook to be paid \$13.50 per hour for summer effort, as provided in advance by the High School Principal, up to a yearly monetary total of 8%
- ❖ Coordinator of Media Services to be paid 18%, plus per diem pay per Article 15.7 of the Master Agreement (extended services).
- ❖ Co-op Coordinator to be paid per diem/per hour (for extra duty).

*This Schedule merely indicates the remuneration in the event the position is filled.*

# **POLICY REGARDING OBJECTIONS TO POLITICAL-IDEOLOGICAL EXPENDITURES**

## **OBJECTIONS TO POLITICAL IDEOLOGICAL EXPENDITURES ADMINISTRATIVE PROCEDURES**

### **STEP I**

By November 30 of each year, or as soon thereafter as possible, the Executive Director of the Michigan Education Association or his or her designee shall determine the amount of MEA's, NEA's, and local associations' (for those locals collecting a local service fee) total expenditures for the preceding fiscal year that were expended on chargeable and nonchargeable activities. The Executive Director or his or her designee shall then calculate the reduced fee that an objector will be required to pay based upon expenditures of the previous fiscal year. The amount of the reduced fee may be further reduced by an additional amount to make allowance for disputed chargeable costs. By November 30, or as soon thereafter as possible, the Executive Director shall provide to all non-union employees who are required to pay an agency fee adequate information identifying the NEA's, MEA's and local associations' total expenditures for the previous fiscal year sufficient to enable them to assess the propriety of the service fee calculation. The information provided to non-union employees shall include:

- (1) A list of expenditures made by the NEA and MEA, by major category, during the previous fiscal year verified by an independent auditor and an identification of whether the major category of expense, or a particular portion thereof, is chargeable to objectors;
- (2) In those instances where a local association service fee is collected, a list of the local association's major categories of expenditures verified by an independent auditor and an identification of whether the major category of expense, or a particular portion thereof, is chargeable to objectors shall be provided;
- (3) The amount of the reduced agency fee;
- (4) The method used to calculate the reduced agency fees; and
- (5) A copy of this procedure.

## STEP II

Within 30 days of the MEA providing the information identified in Step I, non-union employees shall give written notice of the Executive Director of MEA at 1216 Kendale Boulevard, P.O. Box 2573, East Lansing, Michigan 38823, either by mail or by personal delivery, of the non-union employee's decision to:

- (1) Join the union and pay union dues;
- (2) Pay a service fee equal to dues, less the pro rata cost of liability insurance provided to union members;
- (3) Pay the reduced fee as determined by the Executive Director; or
- (4) Pay the reduced fee into an independent, interest-bearing escrow account designated by the Executive Director and challenge the reduced fee.

The non-union member may challenge the NEA portion of the reduced fee, the MEA portion of the reduced fee, the local portion of the reduced fee, or any combination thereof. Failure to provide timely notice will result in the non-union employee being required to pay a service fee equal to dues less the pro rata cost of liability insurance provided to union members. A challenge to the reduced fee must be made each year by the non-union member. At the time of filing an objection, the non-member shall pay that portion of the reduced fee which has accrued into the escrow account. Collection of service fees for non-members will not begin until after the period for written objection has expired. All such payments of an objecting non-union member required by these procedures shall be paid into the First of America-Central escrow account and shall remain in said account until such time as the arbitrator has issued his or her decision on the proportion of the agency fee that is chargeable to non-members. Thereafter all such funds in the escrow account shall be disbursed in conformity with these procedures.

Non-union employees who become part of the bargaining unit after the MEA has provided the information identified in Step I, shall be provided with the information identified in Step I within 30 days of becoming a member of the bargaining unit and shall have 30 days from the time MEA provides the information in which to give the written notice to the Executive Director of MEA described in Step II. If the non-union employee challenges the reduced fee and the challenge occurs too late to allow the employee to participate in the hearing described in Step III of these procedures, no separate hearing shall be held, but the non-union employee's agency fees will be determined based upon the hearing described in Step III.

### STEP III

Within 15 days of the deadline for providing written notice challenging the reduced fee, the MEA will initiate the procedure for a consolidated hearing of all objections before an impartial decision-maker. An arbitrator will be selected pursuant to the Rules for Impartial Determination of Union Fees of the American Arbitration Association (said rules being attached to this procedure) and the conduct of the hearing shall proceed in accordance with those rules, except that the union may not waive oral hearings pursuant to Rule 19.

After the hearing, the arbitrator shall determine the proportion of the agency fee that is chargeable to non-members under applicable law. The arbitrator shall issue the decision and determination not later than 30 days from the closing of the hearing, but in no event later than May 1 of the fiscal year and shall submit copies of the decision to the MEA and to each objector. In no event may the arbitrator determine the agency fee that is chargeable to non-members to be an amount greater than the reduced agency fee.

After the arbitrator's decision, the MEA shall direct the disbursement of all funds in the escrow account, including interest, to the proper parties in accordance with the arbitrator's decision. If the objector has not paid sufficient money into the escrow account, the objector shall be responsible for payment of the difference between the amount determined chargeable by the arbitrator and the amount actually paid into escrow.

The objectors and/or the NEA, MEA, or local association may challenge the arbitrator's decision, pursuant to law, but such challenge, if successful, shall not result in an agency fee greater than that determined by the arbitrator.

## Letter of Agreement

### Between the Berrien Springs Education Association

### And the Berrien Springs Board of Education

RE: ESEA/NCLB Act of 2001

1. MUTUAL AGREEMENT

Without consulting with the Association, the Board shall take no action to comply with the No Child Left Behind Act of 2001, as amended, 20 USC 5301 et seq., that has an adverse impact on any bargaining unit member.

2. IDENTIFICATION FOR IMPROVEMENT

Before identifying an elementary school for school improvement under 20 USC 6316 (b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (B), the Board shall provide the Association with an opportunity to review the school-level data, including academic assessment data on which the proposed identification is based. If the Association believes that the proposed identification is in error for statistical or other substantive reasons, the Association may provide supporting evidence to the Board, which shall consider the evidence before making a final decision.

3. NCLB COMMITTEE PLAN

No NCLB Committee Plan provision shall alter, modify, violate or supersede, except as mutually agreed on in writing by the Board and the Association, this Agreement or any other formal or informal understanding, condition or practice established between the parties. The foregoing shall apply to any School Improvement Plan the Board intends to implement.

4. SCHOOL IMPROVEMENT PLAN COMMITTEES

NCLB Committee(s) shall be established to deal with the provisions of the No Child Left Behind Act of 2001, as amended, 20 USC 5301 et seq. The composition of the District's NCLB Committee and any building's NCLB Committee shall be subject to the following provisions:

The Committee shall be composed of six (6) members; three (3) appointed by the Superintendent and three (3) appointed by the Association. Any participation on this Committee shall be voluntary. The Committee shall make a determination whether each teacher subject to Section 2(E)(1)(a) or 2(E)(1)(b) immediately above has become "highly qualified" by meeting one of the options provided in Section 2(E)(1)(a) and 2(E)(1)(b).

5. TEACHERS NOT HIGHLY QUALIFIED THROUGH TO THE END OF 2005-2006

The following applies to teachers not "highly qualified" in their current position. Whenever a vacancy occurs, between the date of this agreement through to the end of the 2005-2006 school year:

- the most senior teacher that applies, and,
  - by the award of the vacancy would cause said teacher to become "highly qualified",
- will be given preference over all applicants applying for said vacancy.

It is agreed that through to the end of 2005-2006 school year that laid off non-highly qualified teachers will be allowed to bump otherwise less senior highly qualified teachers as per the terms of the Master Agreement.

The Board and the BSEA acknowledge that a teacher who is required as of the end of the 2005-2006 school year by the ESEA to be "highly qualified" (as defined by the ESEA and the Michigan Department of

Education) for his/her teaching assignment and is not “highly qualified” said teacher shall be treated under the Layoff and Recall provision of this Agreement as if his/her current position has been eliminated.

7. RECOGNITION

A teacher that is recognized as “highly qualified” under the ESEA by the Board shall be recognized as “highly qualified” by this Board for the duration of his/her employment. If the rules relating to “highly qualified” under the ESEA/NCLB Act of 2001 change, the parties agree to revisit this section.

\_\_\_\_\_

For the Schools

\_\_\_\_\_

For the EA

\_\_\_\_\_

Date

\_\_\_\_\_

Date

Letter of Agreement

The Board and Association shall establish a committee to study the qualification criteria for teachers. The committee shall make a recommendation to the Board and Association regarding qualifications for teachers and how the current qualification criteria set forth in the Master Agreement should be changed. Any change must be approved by both the Board and Association.

Unless the Board and Association mutually agree otherwise, the Committee shall consist of 3 representatives designated by the Superintendent of Schools and 3 representatives designated by the Association.

The Committee shall strive to make its recommendation no later than April 1, 2008.

Board

September 13, 2007

By \_\_\_\_\_

Association

September 13, 2007

By \_\_\_\_\_

**Letter of Agreement**

**Between the Berrien Springs Education Association**

**and the Berrien Springs Board of Education**

1. The employer shall make contact with the West Michigan Benefits Consortium to determine the status of a proposed plan document.
2. Upon receipt of the proposed plan document, the parties will engage in collective bargaining regarding the topic of 403(b) annuities.

Dated: \_\_\_\_\_

BSEA

By \_\_\_\_\_

Board

Dated: \_\_\_\_\_

By \_\_\_\_\_