

## TABLE OF CONTENTS

|   | Page # |
|---|--------|
| Preamble  | 2      |
| Article 1 - Recognition                                       | 3      |
| Article 2 - Association Rights and Responsibilities           | 4      |
| Article 3 - Board of Education Rights and Responsibilities    | 6      |
| Article 4 - Teachers' Rights and Responsibilities             | 7      |
| Article 5 - Teaching Hours                                    | 8      |
| Article 6 - Teaching Assignments and Transfers                | 10     |
| Article 7 - Teaching Vacancies and Promotions                 | 11     |
| Article 8 - Absence Without Loss of Pay                       | 12     |
| Article 9 - Unpaid Leave of Absence                           | 14     |
| Article 10 - Teacher Evaluation                               | 16     |
| Article 11 - Grievance Procedure                              | 18     |
| Article 12 - Professional Compensation and Methods of Payment | 21     |
| Article 13 - School Calendar                                  | 23     |
| Article 14 - Reduction in Teaching Personnel                  | 26     |
| Article 15 – Agency Shop                                      | 30     |
| Article 16 - Negotiations Procedures                          | 31     |
| Article 17 - No Strike/No Lockout                             | 32     |
| Article 18 - Miscellaneous Provisions                         | 33     |
| Article 19 - Duration of Agreement                            | 35     |
| Appendix A-1 Salary Schedule 2008-2009                        | 36     |
| Appendix A-2 Salary Schedule 2009-2010                        | 37     |
| Appendix A-3 Salary Schedule 2010-2011                        | 38     |
| Appendix B Fringe Benefits                                    | 39     |
| Appendix C Extracurricular Salaries                           |        |
| Non-Athletic Extracurricular                                  | 41     |
| Athletic Extracurricular                                      | 42     |
| Appendix D Letter of Agreement re: 403 (b) Regulations        | 45     |

**BRIDGMAN PUBLIC SCHOOL DISTRICT**

**TEACHERS' MASTER CONTRACT**

**2008-2011**

PREAMBLE

This Agreement is entered into this 27th day of April, 2009 by and between the Board of Education of the Bridgman Public School District, hereinafter called the "Board", and the Bridgman 5-C Education Association, MEA/NEA, hereinafter called the "Association".

It is mutually understood that the rights, benefits and protections granted herein refer only to employees of the Bridgman Public School District.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 1 - RECOGNITION

Section 1: The Board hereby recognizes the Bridgman 5-C Education Association, MEA/NEA, as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel, counselors and media specialists employed by the Bridgman Public School District who are under contract for a regular assignment, but excluding supervisory, administrative and executive personnel, office, clerical, maintenance, operating employees, substitute teachers, and all others identified as falling within these categories.

- (A) The term “teacher”, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
- (B) The term “Board” shall include its officers and agents. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this Agreement, pertaining to the next succeeding school year.

## **ARTICLE 2 - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

Section 1: The Board agrees that the teacher will not be coerced or discriminated against with respect to hours, wages, or any terms or conditions of employment because of his/her membership in the Association, participation in the Association activities, collective negotiations with the Board, or his/her institution of a grievance. The Association agrees that the Association shall not coerce nor discriminate against any employee by reason of his/her membership or lack thereof in the Association. The Association shall include its leadership and members.

Section 2: The Board agrees to permit the Association the use of school buildings without charge for Association meetings. All meetings shall have prior approval of the building principal. All general membership meetings shall be held outside of regular teacher hours and will be restricted to times when regular custodial personnel are on duty. Any additional maintenance or service charges will be assumed by the Association.

Section 3: The Board agrees to permit the Association the use of teacher mailboxes for purposes of distributing Association materials.

Section 4: The Board agrees to permit the Association the use of bulletin board space in the teachers' lounge of each building for the purpose of posting Association notices. Each notice shall be initiated by the Association President or Building Representative.

Section 5: The Association shall have the right to use school business equipment normally available for teacher use provided that the use thereof is strictly to serve the legitimate business needs of the Association. Use of said equipment shall be cleared with the building principal. Any costs incidental to such use shall be the obligation of the Association.

Section 6: The Board agrees, by consent of the building principal, to permit the Association officers (president, vice president, secretary, treasurer, executive director and one Association representative from each building) to travel from building to building within the school system during school hours when said officers do not have direct responsibility for the supervision of children, and provided that the responsibilities of the visited party or parties are not interfered with as expressed by consent of the principal of the building to be visited.

Section 7: Upon written request, the Board agrees to furnish the Association a copy of information pertaining to the official business of the Board, including financial information, as prescribed by Section 1202 of the School Code of 1976, MCL 380.1202. Examination of original records of above information shall be performed only in the office of the Board or its agents.

Section 8: Upon written request, the Board agrees to give the Association President prior notification of all Board meetings and provide the Association with a copy of each agenda, minutes and Treasurer's Report.

Section 9: The Board agrees that teachers shall be entitled to full rights of citizenship; and no religious or political beliefs of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of that teacher. The private and personal life of any teacher is not within the concern or attention of the Board unless the teacher's conduct adversely affects his/her relationship to students, the discharge of his/her teaching duties, or his/her image as a teacher in the community.

Section 10: The Board agrees the provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status. It is recognized that it is not improper to consider the sex of an employee with respect to a position for which sex is a bona fide occupational qualification because the position requires direct locker room supervision of students.

Section 11: The Board agrees that nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under any other laws.

Section 12: The Association will be allotted a total of seven (7) days per year to be used for Association business. These days are non-accumulative. The Association President will approve the use of said days and notify the building principal five (5) days prior to the requested date(s).

### **ARTICLE 3 - BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES**

Section 1: The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:

- (a) to the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
- (b) 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;
- (c) 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;
- (d) to approve the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; and
- (e) to determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect hereto, and non-teaching activities, and the terms and conditions of employment.

Section 2: The exercise of the foregoing powers, rights, authority duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Section 3: The Board may require medical certification of illness or disability where such a requirement is reasonable.

## **ARTICLE 4 - TEACHERS' RIGHTS AND RESPONSIBILITIES**

Section 1: Upon written request, each teacher shall have the right to review the contents of his/her personnel file located in the Central Administration Office. The teacher may request an Association member to accompany him/her in this review.

Section 2: If an administrator conducts a conference for the purpose of disciplining a teacher orally or in writing, the teacher shall be notified of this purpose in advance so that the teacher will have an opportunity to request a witness of his/her choice to be present. In addition, any conference between an administrator and teacher resulting in formal disciplinary action against the teacher shall have as an integral part of its proceedings the right of either party to request a witness of his/her choice. The only function of the witness of the aforementioned conferences will be to observe the proceedings of the conference. For purposes of this section, formal disciplinary action shall be defined as demotion, suspension, or discharge of the teacher in question.

Section 3: There will be no mandatory lunch room duty for teachers unless as a teaching assignment. Playground duty shall be assigned only during K-6 recess time and only if deemed necessary by the principal.

Section 4: The negotiations committee of the Association shall be permitted a reasonable number of meetings to be held at the conclusion of the work day.

Section 5: When a teacher is absent, the teacher is responsible for the preparation and submission of an emergency lesson plan which contains sufficient detail that a substitute teacher can reasonably be expected to carry on classroom instruction. This section shall not be construed to imply that a teacher is not responsible to prepare lesson plans for those days when the teacher is not absent. It is recognized that the nature and content of lesson plans prepared for the use of a substitute teacher are different than the nature and content of a lesson plan prepared by a teacher for his/her daily use.

Section 6: It is the sole responsibility of the teacher to maintain his/her teaching certification. The certification a teacher has on file with the school district at the time a decision is made will govern. The certification of a teacher is on file with the school district if the teacher has filed with the school district either an appropriate teaching certificate issued by the Michigan Department of Education or written evidence from the teachers education college that the teacher has met the requirements for the certification according to Section 1535 of the School Code, MCL 380.1535.

Section 7: Proper certification is necessary if the teacher is to work for the Bridgman Public Schools.

Section 8: Any case of assault upon a teacher shall be promptly reported to the administration. If a teacher is injured as a result of an assault, the administration will provide or arrange for first-aid treatment or, if necessary, call medical personnel on behalf of the teacher. This section shall not obligate the Board to pay for costs associated with the medical assistance.

## **ARTICLE 5 - TEACHING HOURS**

Section 1: The regular work day for all teachers shall cover a seven-and-one-half (7 1/2) hour time span. Teachers are expected to be accessible to students and parents in their classrooms, offices or assigned areas for a minimum of ten (10) minutes both prior to the start of the student school day and at the conclusion of the student school day. This will apply except for days on which necessary professional meetings are held. 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 a conference.

The parties agree that it is the intent to operate the instructional day between 7:30 a.m. and 3:45 p.m. If circumstances arise which conflict with this intention, the administration agrees to consult with the Association prior to implementing any changes.

The instructional day shall be adjusted to meet the minimum hours of instruction required by law, without additional compensation.

Section 2: All teachers shall be entitled to a thirty minute duty-free lunch period.

Section 3: The normal weekly teaching load shall include five (5) conference periods for full-time high school and middle school teachers. The length of the conference/preparation period shall not be less than one-seventh of the total number of instructional minutes in the school day. Assignment to a supervised study period shall not be considered as conference/preparation time for the purpose of this article. A conference/preparation period for elementary teachers shall be at least an average of thirty (30) minutes per day. This would include, but is not limited to, released time for such activities as physical education, music, etc.

For purposes of calculating planning time, itinerant teachers will have an equal amount of planning time as the teachers in the building where they spend the majority of their teaching assignment. Scheduling of itinerant teachers will take into consideration travel time between buildings.

Section 4: If bus scheduling requires that elementary students remain in the elementary building following the conclusion of the school day, the Board shall provide a designated area other than the classroom to accommodate these students.

Section 5: Should an act of God, or some other emergency, call for keeping students in their respective buildings beyond the end of the normal school day, teachers may be asked to remain with their students until such time as the emergency has ended or the students are sent home. Teachers shall have the right to refuse an order if it is perceived by the teacher that said emergency is dangerous to their health or well-being or that of their own family.

Section 6: The District shall employ sufficient classroom teachers to attain a pupil-teacher classroom ratio of not greater than thirty to one (30 to 1). Instructional personnel shall be used in determining this ratio. Students and teachers shall be counted on a full-time equivalency basis. Special Education students or teachers shall not be counted. This clause shall not apply to programs of an innovative nature nor to those which have large group instruction as an integral part.

Section 7: If the Board decides to hold parent-teacher conferences at a particular level, the following schedule pertaining to that level will be used:

- 3 1/2 days the first semester for conferences - K - 4
- 4 1/2 days the second semester for conferences - K - 4
- 2 1/2 days per semester for conferences - middle school
- 2 1/2 days the first semester for conferences - high school
- 1 1/2 days the second semester for conference - high school



Section 8: During parent-teacher conferences, teachers will be given release time equal to the time of the conferences if said conferences are scheduled beyond the regular workday. Parent-teacher conferences, if scheduled, will be held at least five (5) business days after the end of the marking period.

Section 9: It is expressly understood that teachers marking report cards by hand will have five (5) business days after the end of the marking period to turn in report cards, except for the last marking period when they will have three (3) business days for buildings using computer generated report cards from the ISD and five (5) business days for hand-marked report cards.

## **ARTICLE 6 - TEACHING ASSIGNMENTS AND TRANSFERS**

Section 1: Elementary Teachers. Every effort will be made to assign elementary teachers to the grade level of their choice and competency. Decisions concerning grade-level assignment will be finalized, when possible, by August 1. Teachers who will be affected by a change in grade assignment will be notified and consulted by their principal as soon as feasible. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary teachers to different grade levels unless the teacher requests such a change.

Section 2: Middle School and High School Teachers. Every attempt will be made to assign teachers to teach in their major and minor fields only. Teachers affected by a change in subject assignment will be notified and consulted by their principals as soon as feasible. Changes in subject assignment will be voluntary to the extent possible.

Section 3: Every attempt will be made to minimize transfers. However, teachers shall be subject to assignment and transfer at the discretion of the Superintendent of Schools. One of the several considerations to be used in exercising such discretion will be the teacher's length of service in the District, giving the teacher the option by seniority when possible when said transfer is consistent with qualifications required by the Michigan Department of Education.

Section 4: Tenured teachers, who voluntarily agree to teach an overload assignment in lieu of a preparation period, will be compensated at a rate of 1/7 of their current contracted salary. This assignment will be posted in accordance with Article 7, Section 1, and determined on a year-to-year basis with no more than four overload sections per year district-wide.

## ARTICLE 7 - TEACHING VACANCIES AND PROMOTIONS

Section 1: Whenever any vacancy in a bargaining unit position in the District shall occur, the administration shall publicize same by giving written notice of such vacancy by appropriate posting in every school building, including posting of such notices on the bulletin boards in the respective teachers' workrooms. When vacancies occur when school is not in session, the President of the Association or his/her designee shall be notified of such vacancy by first class mail. The Board reserves the right to fill such positions on a temporary or interim basis when warranted by conditions. Positions filled on an interim basis shall be declared vacant at the conclusion of the school year and shall be subject to application.

Section 2: A vacancy shall be defined as a newly created position within the bargaining unit or a present position within the bargaining unit that becomes unoccupied by reason of the permanent separation (by resignation, death, discharge, or transfer, etc.) of the employee formerly in the position.

Section 3: If a vacancy occurs for which a teacher on layoff status is certified and qualified, the Board shall fill the vacancy in accordance with this Article. Should no qualified staff member apply, the Board shall fill the vacancy through recall of the teacher on layoff status in accordance with Article 14.

## **ARTICLE 8 - ABSENCE WITHOUT LOSS OF PAY**

**Section 1:** All contracted professional personnel of this school will be allowed a total of ten (10) days of absence each year without loss of salary for the following reasons:

- (a) Personal illness or quarantine.
- (b) Serious illness in the immediate family (husband, wife, child, stepchild, mother, father, stepmother, stepfather, brother, sister, mother-in-law, father-in-law, grandchild, grandparent, a member of the household, or a person with whom one has had an association equivalent to family ties) shall be considered as the immediate family. For any such illness, the teacher may utilize not more than five (5) days per illness to make arrangements for care.
- (c) If a teacher knows that he/she will be absent for more than two (2) consecutive days, he/she shall contact the building principal by telephone as soon as possible prior to the absence.
- (d) If a teacher is absent for a period of five (5) or more consecutive school days due to illness or injury, the school administration may require that a doctor's certificate be furnished before payment of sick leave is granted. This certificate shall state the nature of the illness, that the teacher in question is physically unable to return to work, and the anticipated length of time that the teacher will be unable to return to work. If the teacher's absence extends for more than thirty (30) consecutive school days, the school administration may require additional doctor's certificates before continuing any payment of sick leave hereunder, but such certificates shall not be requested more frequently than once every month. If a teacher fails to provide such doctor's certificate when requested by the school administration, then the Board shall have no further obligation for payment of sick leave.

**Section 2:** At the end of each year, any unused portion of the ten (10) days (Section 1) shall become accumulative to a limit of one hundred fifteen (115) days and may be used at a subsequent time for the reasons listed in (a) and (b) only. It shall be understood that the one hundred fifteen (115) days shall not include the ten (10) days of the current school year.

**Section 3:** The sick pay provided for in this Article shall be available to the teacher on a pro rata basis and charged against the teacher's sick leave accumulation when the teacher is absent and eligible to receive compensation under social security, disability, teacher retirement disability, worker's compensation, or employer-provided short or long term disability insurance. Such pay shall be used to offset the difference between such disability subsidy and the teacher's normal net pay after applicable taxes, but shall not entitle the teacher to collect more than one hundred percent (100%) of the normal net pay after applicable taxes. Pay under this section shall not exceed the amount of leave the teacher has accrued at the onset of the illness or disability.

**Section 4:** Upon written request and prior approval, each teacher shall be permitted two (2) days of personal leave to take care of business of a nature which cannot be conducted after working hours, on weekends or during vacation periods. No personal leave days shall be granted on the day before or following a holiday or vacation period except in unusual circumstances. Personal leave may not be used for recreational or social purposes. Requests for personal leave should be made in writing on forms provided for that purpose. The decision concerning the approval will be made by the principal, subject to review by the superintendent.

Section 5: Upon written request and prior approval, teachers may be granted three (3) days of professional leave. Professional leave shall refer to such activities as deemed relative to professional growth in one's assigned or proposed assigned field. Should professional leave be granted, all expenses incurred as a result of same shall be borne by the teacher. The decision concerning the approval will be made by the principal, subject to review by the superintendent.

Section 6: If a teacher becomes ill and has already utilized his/her illness leave, he/she may request to use his/her personal leave days as part of his/her illness leave. However, professional and personal leave days may not be accumulated as illness leave days.

Section 7: Teachers shall be granted up to five (5) days' absence due to death in the immediate family as defined above. These days shall not be discounted from sick leave and shall not be accumulative.

Section 8: Teachers shall be eligible to apply for sabbatical leave after seven (7) consecutive years of employment in the school system. Teachers may receive a full year at half-pay on the salary schedule of the last year of their employment. Teachers granted a sabbatical leave must return to the school system for the two (2) years immediately following the leave or be legally responsible for the return to the District of the full amount of the salary received from the District. Legally binding agreements shall be provided for those granted a leave. The sabbatical leave must be for professional improvement and requires the prior written approval of the school administration and the Board. Salary increments shall not accrue. Written notice to either return or resign shall be given to the Superintendent of Schools by March 1 of the year in which the leave expires. The administration shall advise the teacher, in writing, no later than February 1 of the year in which the leave expires of the teacher's duty to provide the aforementioned written notice to the Superintendent of Schools by March 1. If the teacher fails to provide the aforementioned written notice to the Superintendent of Schools by March 1 of the year in which the leave expires, this shall constitute the teacher's resignation from employment.

Section 9: If a teacher is absent because of jury duty, he/she shall not lose any salary or benefits. However, any compensation received by such teacher for this jury duty (other than mileage) shall be given to the Board. The Board may request the teacher to ask proper judicial authorities to excuse or delay jury duty when the teacher's absence may cause a hardship to the District.

Section 10: Sick leave and/or other paid leave taken under this Article shall be charged against the teachers' entitlement to leave under the Family and Medical Leave Act where applicable as permitted by the Act.

## ARTICLE 9 - UNPAID LEAVE OF ABSENCE

Section 1: The Board may grant a leave of absence to any teacher for a period not to exceed one (1) year, subject to renewal at the will of the Board. The following conditions shall apply to all extended leaves of absence:

- (a) Sick leave days shall not accrue, but unused sick leave held at the start of the leave shall be reinstated.
- (b) Written notice to either return or resign shall be given the Superintendent of Schools by March 1 of the year in which the leave expires. The administration shall advise the teacher, in writing, no later than February 1 of the year in which the leave expires of the teacher's duty to provide the aforementioned written notice to the Superintendent of Schools by March 1. If the teacher fails to provide the aforementioned written notice to the Superintendent of Schools by March 1 of the year in which the leave expires, this shall constitute the teacher's resignation from employment.
- (c) Re-employment prior to the expiration of the leave shall be at the discretion of the Board, and re-employment for the beginning of a new school year shall be in accordance with the Michigan teachers' tenure act.

Section 2: Upon written application and Board approval, a leave of absence without pay for up to one (1) year may be granted for a study related to the teacher's licensed field. Salary increments shall not accrue.

Section 3: Upon written request and Board approval, any teacher whose personal illness extends beyond accumulated sick leave days may be granted a leave of absence without pay not to exceed one (1) year. Upon return from leave, the teacher will be placed in the same position, provided a vacancy exists. Before the teacher returns from such leave, the Board may require a certificate of good physical and mental health from a properly licensed doctor. Salary increments shall not accrue.

Section 4: Upon request, a teacher shall be granted an unpaid leave of absence for up to two (2) semesters to care for the teacher's newborn or newly adopted child.

Section 5: To the extent required by the provisions of the federal Family and Medical Leave Act, an eligible teacher shall be granted leave for the purposes and subject to the terms and conditions as provided by that law.

Section 6: Upon written request and Board approval, the Board may grant a leave of absence without pay for reasons not previously mentioned but considered justified by said Board. This power is purely discretionary in nature.

Section 7: Administration of policy:

- (a) A record shall be kept for each employee of the Board on which there shall be a continued accounting of sick leave credit.
- (b) At the beginning of each year, a report shall be made to each employee of the Board indicating the amount of sick leave to his/her credit.

- (c) Holidays, vacations, or days when school is canceled because of circumstances beyond human control occurring during illness shall not be considered deductible from the employee's sick leave accumulation.
- (d) The question of employing a substitute or replacement for an absent employee has no relation to deductions made under this policy.
- (e) No payment under the sick leave policy shall be made beyond the date of resignation, death or retirement of an employee.
- (f) The daily deductions from the salary made under this policy shall be made by dividing the base salary by the number of work days indicated in the master contract.
- (g) Teachers will be notified immediately of any deductions in pay because of absence and will be given the reasons for such deductions.
- (h) Teachers may choose which paychecks, either their next succeeding or final check, from which such pay will be deducted.
- (i) Teachers asked to substitute on an individual class basis shall be paid at the rate of \$15.00 per class. Payment made for substitution on an individual class basis shall be made as it accumulates.

## **ARTICLE 10 - TEACHER EVALUATION**

Section 1: The work performance of all teachers shall be evaluated in writing.

- (a) Probationary teachers shall be observed at least two (2) times during the school year - once during the first semester and once during the second semester. The first semester observation shall occur before November 15. The second semester observation shall occur before March 15. At the beginning of each school year, no later than October 1, a probationary teacher shall be provided with an individualized development plan developed by administrative personnel in consultation with the probationary teacher. A probationary teacher will be evaluated at least once each full school year during the probationary period. This, the annual year-end performance evaluation, shall be based on, but not limited to, at least two classroom observations held at least sixty days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration. The annual year-end performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.
- (b) Tenured teachers shall be evaluated at least once every three years and prior to May 15. Teachers will receive a copy of the evaluation tool with the contract at the beginning of the year. If a tenured teacher has received a less than satisfactory performance evaluation, the teacher shall be provided with an individualized development plan developed by administrative personnel in consultation with the individual teacher. The subsequent performance evaluation will be based on, but not limited to, at least two classroom observations conducted during the period covered by the evaluation. If the tenured teacher has been provided an individualized development plan, the evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

Section 2: Evaluations shall be conducted by the teacher's immediate supervisor or any other administrator so designated by the Administration and shall be based upon at least one observation of at least thirty (30) minutes in length. Probationary teachers shall be given advance notice of one day prior to the initial observation. No notice shall be required thereafter. Tenured teachers need not be given advance notice of observation.

Section 3: Each observation shall be made in person. All monitoring or observation of work of a teacher shall be conducted openly and with full knowledge of the teacher. An observation report form will be given to the teacher within ten (10) school days after an observation occurs. The teacher may request a conference after an observation.

Section 4: All evaluations shall be based upon an established criteria for professional performance. Copies of all evaluation reports shall be furnished the teacher.

Section 5: Upon receiving a written evaluation, the teacher shall have the opportunity to review the evaluation report with the evaluator.

- (a) Upon review with the teacher of the evaluation report, the teacher shall sign a statement to the effect that the Administration has reviewed this evaluation report with the teacher; but the teacher's signature does not necessarily signify agreement with the evaluation.
- (b) If a teacher so desires, he/she may prepare a written response which shall be attached to said evaluation and be made part of his/her personnel file. Any written response must be



attached within fifteen (15) school days of the date of the evaluation unless there are circumstances justifying an extension of this time period. If a written response is submitted within fifteen (15) school days or any extension of this time period, a notation shall be made on the evaluation form that a written response is attached.

Section 6: The Administration may call upon Association members to assist a given teacher in improving the quality of his/her work.

Section 7: Copies of all teacher evaluations shall be forwarded to the Superintendent and subsequently placed in the teacher's personnel file.

Section 8: A written narrative evaluation shall be provided for those teachers whose responsibilities are primarily outside of the classroom.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### Section 1: Right to File

Any individual teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may file a grievance with the Board through its designated representative. The Board hereby designates as its representative for such purpose, the Building Principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building or is directed against the principal.

### Section 2: Rights Under Law

Nothing herein shall deny or restrict any person covered by this Agreement or either party from exercising the rights or seeking redress under any applicable law.

### Section 3: Individual Right

Any individual grievance filed by a teacher shall be made known to the Association by the Board through its designated representative.

### Section 4: Prior Adjudication

No dispute pertaining to this contract which has first been adjudicated through any court of law or administrative agency of the State or Federal Government may then be processed through this grievance procedure.

### Section 5: Form of Grievance

A grievance shall be presented in writing and shall specify the following: 1) aggrieved party(ies); 2) date(s) of occurrence; 3) party(ies) involved; 4) the specific provision(s) of this Agreement cited and how the grievant claims the Agreement has been violated, misinterpreted or misapplied; and 5) relief desired.

Section 6: All teachers who possess adverse claims, or whose rights might be adversely affected by a grievance, must submit such claims or rights for determination in the same grievance proceeding.

### Section 7: Procedure

The grievance procedure shall operate as follows:

- a. The teacher or his/her designee shall meet informally with their building principal or the superintendent, if the grievance is to be initiated at that level, and try to resolve the problem. If this informal meeting does not resolve the problem, the teacher shall have ten (10) days from the date of the occurrence of any alleged contract violation to file for relief in writing with his/her principal or supervisor.
- b. Principals shall have five (5) days within which they may respond to a grievance.
- c. Within ten (10) days following the principal's response or fifteen (15) days after the initial filing, a grievance may be appealed to the Superintendent.

- d. The Superintendent shall have fifteen (15) days after appeal to him within which he shall respond to a grievance.
- e. Within twenty (20) days following the Superintendent's response, the grievance may be appealed to the Board of Education or to designated representatives of the Board (to consist of three (3) members of the Board). The Board or its designated representative shall thereupon schedule a hearing at the earliest reasonable date.
- f. Within twenty (20) days following the Board's response, the grievance may be submitted to binding arbitration by filing a demand for Arbitration with the American Arbitration Association. Individual teachers shall not have the right to submit grievances to binding arbitration. Such authority is vested solely with the union. The selection of an arbitrator and the procedures governing arbitration shall be in accordance with the rules and procedures of the American Arbitration Association provided, however, that the Association shall be solely authorized to file for arbitration.
- g. All costs of arbitration shall be borne by the party whose case does not prevail.
- h. For purposes of this Article, the term "days" shall be defined as "school days" during the regular academic year and the business days when the central administration office is open during the summer.

Section 8: Powers of the Arbitrator

The Arbitrator shall be empowered, except as limited herein, to make a decision binding upon the parties and to grant such relief as will implement the Agreement of the parties; provided, however:

- a. The arbitrator may not add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. The arbitrator shall have no power to establish salary scales.
- c. The arbitrator may not change any practice, polity or rule of the Board not inconsistent with the Agreement, nor may he substitute his judgment for that of the Board as to the reasonableness of any practice, policy or rule not inconsistent with this Agreement.
- d. The arbitrator shall have no power to decide procedural questions relating to discharge under the Teacher's Tenure Act as long as it exists in its current or amended form.
- e. The arbitrator shall have no power to rule on any matters specified as non-grievable items in Section 12 below.

Section 9: Claims for Back Pay

- a. All claims for back pay shall be limited to the amount of wages that the employee would otherwise have earned, less any interim earnings or unemployment compensation received by the grievant during the period for

which back pay is claimed, together with interest at the statutory rate established for interest on judgment.

- b. No decision in one case shall require a retroactive wage adjustment in any other case or for any other employee unless other cases are filed and pending on the representative case.
- c. The Board will not be required to pay back wages for more than ten (10) days prior to the date a written grievance is filed, except that in the case of continuing violation, back wages will be limited to no more than one year prior to the date of filing the grievance.

Section 10: Failure of Appeal

If no appeal is made in any stipulated period, a grievance shall be considered abandoned. If no response is made, the grievance shall automatically proceed to the next step.

Section 11: Time Limit

Any time limit or step provided in this Article may be waived in writing by mutual consent.

Section 12: Non-Grievable Items

The following matters shall not be the basis of any grievance filed under the procedures outlined in this Article:

- a. Failure to re-employ or the termination of services of any probationary teacher.
- b. The placement of a teacher on a third year of probation.
- c. Failure to employ or re-employ a teacher in an extra-duty assignment.
- d. Discharge or demotion under the provisions of the Michigan Teacher's Tenure Act as long as it exists in its current form or amended form.

Section 13: Location of Arbitration Hearings

The parties mutually agree that all arbitration hearings held during the duration of this Agreement shall be held at a school district facility unless otherwise mutually agreed.

## **ARTICLE 12 - PROFESSIONAL COMPENSATION AND METHODS AND PAYMENT**

Section 1: Refer to Appendix A-1, A-2, and A-3 relative to salary schedules; Appendix B relative to fringe benefits; and Appendix C relative to extra-curricular activities.

Section 2: Salary advancements, either through step increments or schedule improvements, are dependent upon satisfactory evaluations of previous assignments and are not to be considered automatic. A minimum of two (2) written evaluations shall be conducted by the building principal prior to April 1 of each fiscal year if salary advancements are to be withheld. If weaknesses exist in evaluations, constructive criticism will be given.

Section 3: Paychecks shall be distributed no later than 1:00 p.m. and the Board shall endeavor to distribute paychecks no later than 11:00 a.m. Paychecks shall be distributed on alternate Fridays beginning with the first Friday which concurs with the payroll schedule of the administrative and non-instructional personnel, after school opens. Each pay shall be, at the option of the teacher, either one twenty-second or one twenty-sixth of the contract salary, less legal and teacher-authorized deductions. Teacher shall notify the school district no later than August 15 of each year which of the foregoing options they elect.

Teachers electing to receive twenty-six (26) equal pays shall also have the option of receiving a lump sum at the close of the academic school year in accordance with Section 6 below.

Teachers electing to receive twenty-two (22) equal pays shall be paid no later than the 14th day following the end of the work period in which the wages are earned.

Section 4: Teachers terminating employment with the Bridgman Public School District shall be paid fully, in lump sum, all contractual monies due them. This payment will occur at the conclusion of the pay period immediately following their resignation.

Section 5: The Board shall assist teachers terminating employment to help them determine the proper procedure for recovering contributions made to the Michigan Public School Employees Retirement Fund.

Section 6: Teachers may elect to draw in a lump sum all monies earned, at the close of the academic school year. Said request must be made in writing prior to March 1. The monies shall be incorporated in the check which follows the first data processing payroll submittal date after the close of the school year.

Section 7: Compensation for the discharging of extra-curricular duties shall be paid in full at the conclusion of the activity in question.

Section 8: For the purpose of advancement on the salary schedule, semester hours granted beyond the Bachelor's and/or Master's Degree must be earned in graduate courses which are in a degree program in which the teacher is enrolled, graduate courses which are in the teacher's area of assignment, or other graduate courses which the Superintendent may approve. To advance from the "BA/BS" salary column to the "BA+15" salary column, only courses taken after the date the teacher acquired the bachelor's degree may be counted. To advance from the "MA/MS" salary column to the "MA+15", "MA+30", or "MA+45" salary column, only courses taken after the date the teacher acquired the master's degree may be counted. This section shall not change the present salary schedule placement of teachers who were advanced on the salary schedule prior to the commencement of the 1990-91 school year. Pertaining to a memo of understanding dated May 23, 1991, four teachers shall be exempt from the second and third

sentences of this section, until the date following each of their names as listed in the aforementioned memo of understanding, and treated in accordance with the Arbitrator's Opinion and Award dated January 22, 1990.

Section 9: In the employment of teachers new to the Bridgman Public School District, outside teaching experience may be granted on the schedule up through eleven years on the BA and twelve years on MA.

Section 10: The salary of any teacher employed during mid-year or part-time shall be in direct proportion to the salary schedule.

Section 11: Advancement from one column of the salary schedule to another shall occur at the semester following completion and submission of evidence of the required amount of graduate work.

Section 12: Teachers attending professional meetings or conferences shall have prior approval of their building principal and Superintendent. Only those conference or meeting expenses approved by the building principal will be paid by the District. When mileage expenses are paid, the rate shall be \$.40 per mile. Other expenses that may be paid with prior approval of the principal and Superintendent include conference registration fee and lodging and meals.

Section 13: Teachers who are assigned a daily (every instructional day) teaching responsibility during the student instructional day at two or more buildings; i.e. Immanuel Lutheran building, the elementary school, the middle school building or the high school building, shall be reimbursed, for expenses, \$100.00 per year, plus actual mileage at the current mileage rate established by the district for necessary travel between two or more district school buildings during said instructional day.

Section 14: Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for annuities, MESSA programs not fully Employer-paid, credit union, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

Staff members shall be paid only actual mileage at the current mileage rate established by the district for necessary travel between two or more school buildings during the student instructional day. If, however, their teaching assignment is such that they have daily teaching responsibilities as defined in the first paragraph of this Section, they shall receive actual mileage as defined, plus \$100.00 expense reimbursement:

Said actual mileage must be claimed on Records Day each semester on forms provided by the business office and will be paid immediately following the regularly scheduled Board of Education meetings in February and July.

All teachers who by definition are eligible for the \$100.00 expense reimbursement will receive same immediately following the regularly scheduled Board of Education meeting in June.

**ARTICLE 13 - SCHOOL CALENDAR  
BRIDGMAN PUBLIC SCHOOLS  
2008-09 School Year**

|       |         |   |
|-------|---------|---|
| Aug.  | 27      | Professional Development Day  |
|       | 28      | Teacher Preparation   |
| Sept. | 1       | No School – Labor Day   |
|       | 2       | First Day of School – ½ day – grades K-12   |
| Oct.  | 30      | End First Marking Period  |
|       | 31      | Professional Development – No school for students   |
| Nov.  | 17      | BHS Parent/Teacher Conf. (5-8 p.m.)   |
|       | 18      | RMS Parent/Teacher Conf. (4-7 p.m.)   |
|       | 19      | BES (5-8 p.m.) , RMS (12-3 p.m.), BHS (5-8 p.m.) Parent/Teacher Conf. (½ day - grades K-12)     |
|       | 20      | BES (12:45-3:45 p.m. & 5-8 p.m.) & RMS (5-8 p.m.) Parent/Teacher Conf. (½ day – grades K-8)     |
|       | 21      | ½ day school - grades K-12  |
|       | 26      | No School - Thanksgiving Recess   |
|       | 27      | No School - Thanksgiving  |
|       | 28      | No School - Thanksgiving Recess   |
| Dec.  | 22      | No School – Winter Break Begins   |
| Jan.  | 5       | School Resumes  |
|       | 12      | Semester exams (grades 9-12)  |
|       | 13 & 14 | Semester exams (½ day – grades 9-12)  |
|       | 15      | Semester exams (½ day – grades 9-12) End of 1 <sup>st</sup> Semester                            |
|       | 16      | Teacher Records Day – No school for students  |
|       | 19      | Professional Development – No school for students (Martin Luther King Day)                      |
| Feb.  | 13      | No School – Presidents’ Day Recess  |
|       | 16      | No School – Presidents’ Day   |
| March | 10      | Professional Development – No school for students grades K-10,12 11 <sup>th</sup> take ACT test |
|       | 20      | End Third Marking Period  |
|       | 31      | RMS (4-7 p.m.) & BHS (5-8 p.m.) Parent/Teacher Conf.  |
| April | 1       | BES & RMS Parent/Teacher Conf. (5-8 p.m.) (½ day – grades K-8)                                  |
|       | 2       | BES (12:45-3:45 p.m. & 5-8 p.m.) & RMS (12-3 p.m.) Parent/Teacher Conf. (½ day – grades K-8)    |
|       | 3       | No School – Spring Break Begins   |
|       | 13      | School Resumes  |
| May   | 1       | Professional Development – No school for students   |
|       | 25      | No School - Memorial Day  |
|       | 28      | Final exams (½ day – grades 9-11)   |
|       | 29      | Final exams (½ day – grades 9-11)   |
| June  | 1       | Final exams (½ day – grades 9-11)   |
|       | 2       | Final exams (grades 9-11) - Last Day of School - ½ day students K-12, ½ day teacher records.    |
|       | 3       | Teacher Records Day – No school for students  |

1. 176.5 teacher days, Minimum of 1,098 hours of student instruction
  2. Parent-Teacher Conferences may be scheduled during the school year as approved by the Administration.
  3. Teacher orientation and in-services shall be planned cooperatively by the Administration and teaching staff.
- NOTE: The school district shall be entitled to reschedule any days/hours lost in the event schools are closed for reasons beyond the control of the school district which do not allow such days/hours to be counted as days/hours of student instruction. The rescheduling of such days/hours shall not entitle employees to additional compensation.

Teachers will not be required to report on days/hours when schools are closed. Any days/hours which need to be made up will be added as an extension of the school year in June.

**ARTICLE 13 - SCHOOL CALENDAR  
BRIDGMAN PUBLIC SCHOOLS  
2009-10 School Year**

|       |         |   |
|-------|---------|---|
| Sept. | 2       | Professional Development Day  |
|       | 3       | Teacher Preparation   |
|       | 7       | No School – Labor Day   |
|       | 8       | First Day of School – ½ day – grades K-12   |
| Oct.  | 30      | Professional Development – No school for students   |
| Nov.  | 6       | End First Marking Period  |
|       | 16      | BHS Parent/Teacher Conf. (5-8 p.m.)   |
|       | 17      | RMS Parent/Teacher Conf. (4-7 p.m.)   |
|       | 18      | BES (5-8 p.m.) , RMS (12-3 p.m.), BHS (5-8 p.m.) Parent/Teacher Conf. (½ day - grades K-12)       |
|       | 19      | BES (12:45-3:45 p.m. & 5-8 p.m.) & RMS (5-8 p.m.) Parent/Teacher Conf. (½ day – grades K-8)       |
|       | 20      | ½ day school - grades K-12  |
|       | 25      | No School - Thanksgiving Recess   |
|       | 26      | No School - Thanksgiving  |
|       | 27      | No School - Thanksgiving Recess   |
| Dec.  | 21      | No School – Winter Break Begins   |
| Jan.  | 4       | School Resumes  |
|       | 11      | Semester exams (grades 9-12)  |
|       | 12 & 13 | Semester exams (½ day – grades 9-12)  |
|       | 14      | Semester exams (½ day – grades 9-12) End of 1 <sup>st</sup> Semester                              |
|       | 15      | Teacher Records Day – No school for students  |
|       | 18      | Professional Development – No school for students (Martin Luther King Day)                        |
| Feb.  | 12      | No School – Presidents’ Day Recess  |
|       | 15      | No School – Presidents’ Day   |
| March | 9       | Professional Development – No school for students grades K-10, 12 11 <sup>th</sup> take ACT test* |
|       | 19      | End Third Marking Period  |
|       | 30      | RMS (4-7 p.m.) & BHS (5-8 p.m.) Parent/Teacher Conf.  |
|       | 31      | BES & RMS Parent/Teacher Conf. (5-8 p.m.) (½ day – grades K-8)                                    |
| April | 1       | BES (12:45-3:45 p.m. & 5-8 p.m.) & RMS (12-3 p.m.) Parent/Teacher Conf. (½ day – grades K-8)      |
|       | 2       | No School – Spring Break Begins   |
|       | 12      | School Resumes  |
| May   | 7       | Professional Development – No school for students   |
|       | 31      | No School - Memorial Day  |
| June  | 3       | Final exams (½ day – grades 9-11)   |
|       | 4       | Final exams (½ day – grades 9-11)   |
|       | 7       | Final exams (½ day – grades 9-11)   |
|       | 8       | Final exams (grades 9-11) - Last Day of School - ½ day students K-12, ½ day teacher records       |
|       | 9       | Teacher Records Day – No school for students  |

1. 176.5 teacher days, 169 student days
2. Parent-Teacher Conferences may be scheduled during the school year as approved by the Administration.
3. Teacher orientation and in-services shall be planned cooperatively by the Administration and teaching staff.



NOTE: The school district shall be entitled to reschedule any days/hours lost in the event schools are closed for reasons beyond the control of the school district which do not allow such days/hours to be counted as days/hours of student instruction. The rescheduling of such days/hours shall not entitle employees to additional compensation. Teachers will not be required to report on days/hours when schools are closed. Any days/hours which need to be made up will be added as an extension of the school year in June.

**ARTICLE 13 - SCHOOL CALENDAR  
BRIDGMAN PUBLIC SCHOOLS  
2010-11 School Year**

|       |         |   |
|-------|---------|---|
| Sept. | 1       | Professional Development Day  |
|       | 2       | Teacher Preparation   |
|       | 6       | No School – Labor Day   |
|       | 7       | First Day of School – ½ day – grades K-12   |
| Oct.  | 29      | Professional Development – No school for students   |
| Nov.  | 5       | End First Marking Period  |
|       | 15      | BHS Parent/Teacher Conf. (5-8 p.m.)   |
|       | 16      | RMS Parent/Teacher Conf. (4-7 p.m.)   |
|       | 17      | BES (5-8 p.m.), RMS (12-3 p.m.), BHS (5-8 p.m.) Parent/Teacher Conf. (½ day - grades K-12)      |
|       | 18      | BES (12:45-3:45 p.m. & 5-8 p.m.) & RMS (5-8 p.m.) Parent/Teacher Conf. (½ day – grades K-8)     |
|       | 19      | ½ day school - grades K-12  |
|       | 24      | No School - Thanksgiving Recess   |
|       | 25      | No School - Thanksgiving  |
|       | 26      | No School - Thanksgiving Recess   |
| Dec.  | 20      | No School – Winter Break Begins   |
| Jan.  | 3       | School Resumes  |
|       | 10      | Semester exams (grades 9-12)  |
|       | 11 & 12 | Semester exams (½ day – grades 9-12)  |
|       | 13      | Semester exams (½ day – grades 9-12) End of 1 <sup>st</sup> Semester                            |
|       | 14      | Teacher Records Day – No school for students  |
|       | 17      | Professional Development – No school for students (Martin Luther King Day)                      |
| Feb.  | 18      | No School – Presidents’ Day Recess  |
|       | 21      | No School – Presidents’ Day   |
| March | 1       | Professional Development – No school for students grades K-10,12 11 <sup>th</sup> take ACT test |
|       | 18      | End Third Marking Period  |
|       | 29      | RMS (4-7 p.m.) & BHS (5-8 p.m.) Parent/Teacher Conf.  |
|       | 30      | BES & RMS Parent/Teacher Conf. (5-8 p.m.) (½ day – grades K-8)                                  |
|       | 31      | BES (12:45-3:45 p.m. & 5-8 p.m.) & RMS (12-3 p.m.) Parent/Teacher Conf. (½ day – grades K-8)    |
| April | 1       | No School – Spring Break Begins   |
|       | 11      | School Resumes  |
|       | 22      | No School – Good Friday   |
| May   | 6       | Professional Development – No school for students   |
|       | 30      | No School - Memorial Day  |
| June  | 3       | Final exams (½ day – grades 9-11)   |
|       | 6       | Final exams (½ day – grades 9-11)   |
|       | 7       | Final exams (½ day – grades 9-11)   |
|       | 8       | Final exams (grades 9-11) - Last Day of School - ½ day students K-12, ½ day teacher records     |
|       | 9       | Teacher Records Day – No school for students  |

1. 176.5 teacher days, 169 student days
  2. Parent-Teacher Conferences may be scheduled during the school year as approved by the Administration.
  3. Teacher orientation and in-services shall be planned cooperatively by the Administration and teaching staff.
- NOTE: The school district shall be entitled to reschedule any days/hours lost in the event schools are closed for reasons beyond the control of the school district which do not allow such days/hours to be counted as days/hours of student instruction. The rescheduling of such days/hours shall not entitle employees to additional compensation. Teachers will not be required to report on days/hours when schools are closed. Any days/hours which need to be made up will be added as an extension of the school year in June.

## **ARTICLE 14 - REDUCTION IN TEACHING PERSONNEL**

A. 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 teacher and Association shall be notified sixty (60) days prior to the end of the school year (June 30) for layoffs effective the beginning of the first semester and sixty (60) days prior to the first day of the second semester for layoffs effective the beginning of the second semester.

1. Probationary teachers shall be laid off first, provided there are fully qualified and certified tenured teachers available to perform the duties of the position the probationary teacher is vacating, or when the position the probationary teacher is vacating is being eliminated.
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.

B. 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.

C. In determining qualifications for retention or recall under this Article, the following criteria shall apply:

1. Grades K - 4

- (a) Possession of a life, provisional, permanent, professional or continuing certificate from the State of Michigan for Grades K - 6 or K - 8 or K - 12 and
- (b) Successful classroom teaching experience within the past eight (8) years at the K - 6 level, or
- (c) Where no teachers possess successful classroom prior teaching experience in the K - 6 level, then student teaching experience at the K - 6 classroom level.
- (d) Other qualifications as may be required by the Michigan Department of Education such as highly qualified teacher status.

2. Grades 5 - 6

- (a) Possession of a life, provisional, permanent, professional or continuing certificate from the State of Michigan for Grades K - 6 or K - 8 or K - 12 and

- (b) Successful classroom teaching experience within the past eight (8) years at the K - 8 level, or
- (c) Where no teachers possess successful classroom prior teaching experience in the K - 8 level, then student teaching experience at the K - 8 classroom level.
- (d) Other qualifications as may be required by the Michigan Department of Education such as highly qualified teacher status.

### 3. Grades 7 - 8

- (a) Possession of a life, provisional, permanent, professional or continuing certificate from the State of Michigan for Grades K - 8 or 7 - 12 or K - 12 and
- (b) A major or minor (or equivalent credit hours) in the specific teaching area to which the teacher is to be assigned, or
- (c) Successful classroom teaching experience during the past five (5) years in the specific teaching area, or
- (d) Where no teachers possess successful classroom prior teaching experience in the specific teaching area, student teaching experience in the specific teaching area.
- (e) Other qualifications as may be required by the Michigan Department of Education such as highly qualified teacher status.

NOTE: 7th and 8th grade teachers do not need to be North Central credited to teach at the 7th and 8th grade levels.

### 4. Grades 9 - 12

- (a) Possession of a life, provisional, permanent, professional or continuing certificate from the State of Michigan for Grades 7 - 12 or K - 12, and
- (b) A major or minor (or equivalent credit hours) with a sufficient number of credit hours to meet the requirements of 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.
- (e) Other qualifications as may be required by the Michigan Department of Education such as highly qualified teacher status.

### 5. Grades K - 12

Special certification in the specific teaching areas, such as art, music, and 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.

## 6. 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.

7. 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.

NOTE: Classroom teaching experience is defined as experience with the age groupings referred to in Section C, not necessarily meaning a physical classroom.

- D. 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 greatest number of points:
1. One point per full year of full time teaching experience in the Bridgman Public Schools (September - June equals ten (10) months). Part-time teaching and/or less than full year teaching experience will be prorated.
  2. Certification held:
    - (a) Two points for permanent or continuing certificate.
    - (b) One point for provisional certificate.
- E. 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.
- F. Where teachers' qualifications, points, and seniority are identical, the teacher who has the earliest birth date will be retained.
- G. Teachers are responsible to provide to 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 be included in determining their respective qualification points.

- H. 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.
- I. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed except for 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.
- J. 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.
- K. The teacher will have fifteen (15) days from the date of personal notification of recall or mailing of the recall notification to accept or reject the offer of recall. If a teacher does not accept the offer of recall in writing within this fifteen (15) day period, this shall constitute the teacher's resignation as an employee of the school district and all seniority and job rights shall be lost; provided, however, that this shall not result if the teacher was permitted by the Michigan Teachers' Tenure Act to decline the offer of recall because the teacher was under contract with another Michigan public school district at the time of the recall.
- L. If a probationary teacher is not recalled within two (2) years from the effective date of his/her lay off, the teacher shall lose all seniority and recall rights. If a tenured teacher is not recalled within four (4) years from the effective date of his/her lay off, the teacher shall lose all seniority and recall rights.

## ARTICLE 15 – AGENCY SHOP

### Section 1: Service Fees

Each bargaining unit member shall, as a condition of employment:

- a. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or
- b. Pay a Service Fee to the Association, pursuant to the Association’s “Policy Regarding Objections to Political-Ideological Expenditures” and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member’s wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

### Section 2: Objections Policy

Pursuant to Chicago Teachers Union v Hudson 106 S Ct 1066 (1986), the Union has established a “Policy Regarding Objections to Political-Ideological Expenditures.” That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an 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 any other administrative or judicial procedure.

### Section 3: Dues Deductions

Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

### Section 4: The accounting system of the Association shall not be a responsibility of the Business Office of the Board.

## **ARTICLE 16 - NEGOTIATIONS PROCEDURES**

Section 1: Anytime after April 1 prior to the expiration of this Agreement, the Board and Association bargaining representative may begin negotiations for an agreement pertaining to the ensuing school year(s) contingent upon either party notifying the other in writing at least thirty (30) days in advance.

Section 2: In the negotiations procedure, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association; but the parties mutually pledge that the representatives selected by each shall be given all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. Such representatives shall be empowered to agree to negotiations schedules and procedures.

## **ARTICLE 17 - NO STRIKE/NO LOCKOUT**

Section 1: The Association and its members agree that they will not, during the period covered by this Agreement, lower their standards and efforts relative to the educational process, nor will they directly or indirectly engage in or assist in any strike, sympathy strike, slowdown or work stoppage.

Section 2: The Employer agrees that there will be no lockout during the term of this Agreement.



## **ARTICLE 18 - MISCELLANEOUS PROVISIONS**

Section 1: This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Section 2: Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement; and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this Agreement and its amendments. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 3: This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 4: If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 5: Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereinafter employed during the life of this Agreement.

Section 6: The discharge or demotion of a tenured teacher shall be governed exclusively by the standards and procedures of the Michigan Teachers' Tenure Act applicable thereto and shall not be subject to the grievance procedure or arbitration provisions of this Agreement. The discharge or non-renewal of a probationary teacher shall be governed exclusively by the standards and procedures of the Michigan Teachers' Tenure Act applicable thereto and shall not be subject to the grievance procedure or arbitration provisions of this Agreement. Otherwise, when cause arises to discipline a teacher, which includes reprimands and suspensions without pay up to three (3) days in a school year, the Board agrees that such disciplinary actions will not be taken in an arbitrary or capricious manner.

Section 7: Instructional Council

1. The Instructional Council shall be comprised of:

seven Subject Area Curriculum Leaders (SACL), one Media Specialist, at least one School Improvement leader from each building, one Technology Facilitator, one building administrator, one Director of Instruction, and one community leader.

Subject Area Curriculum Leaders (SACL) shall be selected bi-annually by a committee made up of the Director of Instruction, one building administrator, and three Association members named by the Association.

2. The Instructional Council shall serve in an advisory capacity only, by making recommendations to the Board of Education.
3. Meetings may be scheduled at times other than working hours.
4. The Council should meet each month of the school year except during the month of December.

Section 8: Any teacher who shall serve, or is serving, in a supervisory or executive or administrative position within the Bridgman Public Schools and who is later returned to teacher status in this District shall be entitled to retain all rights he or she may have had under this Agreement prior to such service in administrative position. Years spent in a supervisory or executive or administrative position shall be considered as years spent for computation of salary only.

Section 9: The undersigned parties hereby acknowledge the requirement of Section 1526 of the School Code for each teacher during the first three (3) year of his or her employment in classroom teaching to be assigned a mentor or mentors. A mentor shall be a master teacher, retired master teacher or college professor. A mentor shall be available to provide professional support, instruction and guidance in a collegial relationship.

The Board shall determine the mentor or mentors to be assigned, who may or may not be master teachers from the bargaining unit. Assignment of a bargaining unit member to be a mentor shall be voluntary. A mentor teacher assigned from the bargaining unit:

- a. Shall be a tenured teacher.
- b. Whenever practical, shall work in the same building and have the same area of certification as the new teacher to whom he or she is assigned.
- c. Will not be responsible for the evaluation of the new teacher to whom he or she is assigned and will not be required to participate in it.
- d. Will not provide any documentation, any written or verbal statements or opinions or any other expressions of opinion or observation for the new teacher's personnel file or in any proceedings, hearing or meeting before the Board or its administration or in any grievance hearing or arbitration proceeding, regarding the instructional competency of the new teacher to whom he or she is assigned, unless allegations of misconduct of which the mentor teacher has knowledge are involved.

Release time may be granted for the mentor teacher to conference with the new teacher to whom he or she is assigned.

Section 10:

Those teachers who, prior to the last day of Semester I, submit a letter of intent to retire at the conclusion of the respective school year, will receive \$200 per year of Bridgman teaching experience added to their annual contracted salary beginning with the first pay period in February and continuing to the end of their contract.

ARTICLE 19 - DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by both parties with a majority vote of the membership of the Association and a majority vote of the Board and shall continue in effect until June 30, 2011, at which time it shall terminate, unless extended by written agreement of the parties. This Agreement shall be extended only by written mutual agreement. No terms of this Agreement shall be applied retroactively unless expressly stated otherwise in the particular provision of this Agreement.

BRIDGMAN PUBLIC SCHOOLS

BRIDGMAN 5-C EDUCATION ASSOCIATION

By: \_\_\_\_\_  
Eric Ramso, President

By: \_\_\_\_\_  
Kathleen Sanden, President

By: \_\_\_\_\_  
Lisa Kiewel, Secretary

By: \_\_\_\_\_  
Amy Knowlton, Secretary

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2009.

\_\_\_\_\_  
Notary







## APPENDIX B

### FRINGE BENEFITS

#### Health Insurance

Upon application by the employee, the Board shall provide the current insurance coverage but will have the option to provide the coverage in a MESSA PAK if it is cheaper.

Upon application by the employee, the Board shall provide **MESSA Choices II Plan 3R \$100 per person/\$200 per family in-network deductible, \$250 per person/\$500 per family out-of-network deductible, \$10/\$20 RX, \$20 office visit, \$25 urgent care, \$50 emergency room co-pay, XVA2** for a full twelve-month period for the employee and his/her entire family and any other eligible dependents as defined by MESSA. With attainment of Medicare eligibility, either **MESSA Choices II Plan 3R listed above** or Limited Medicare Supplement and Medicare Part B premiums shall be paid on behalf of the employee, spouse, and/or dependents eligible for Medicare. (Sponsored dependents shall be considered eligible dependents for health insurance.)

Effective June 1, 2009, the teacher shall be obligated to pay fifteen percent (15%) of the MESSA Pak Plan A Premium. That portion of the health insurance premium which is the obligation of the teacher shall be deducted from the teacher's salary using pretax dollars according to a salary reduction plan approved by the Board in agreement with the Association. In the event the Board and Association are not able to agree upon a mutually acceptable salary reduction plan or if law prevents a teacher from using pretax dollars to pay his/her portion of the health insurance premium, that portion of the health insurance premium which is the obligation of the teacher shall be deducted from the teacher's salary.

In lieu of medical insurance, an employee may apply to be insured for a \$30,000 (thirty thousand dollar) Term Life Insurance benefit with AD&D under the current MESSA plan. In addition, said employee may select other available options under the current MESSA program, and/or a tax-deferred annuity sponsored by MESFA/MEA or other company authorized by the Board. However, the amount of employer-paid life insurance may not exceed \$50,000 (fifty thousand dollars) total under any combination of plans. The Board contribution toward the options and/or tax-deferred annuity shall not exceed two hundred dollars (\$200.00) per month.

It is the responsibility of the teacher to notify the business office of any change in his/her family dependency status within ten (10) days of said change.

If a teacher fails to return from an unpaid leave at its expiration, (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all insurance premium payments made during the unpaid leave interval, as permitted by the Family and Medical Leave Act. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within thirty (30) days of demand.

#### Dental Insurance

Further, upon application by the employee, the Board shall provide without cost to the teacher MESSA/Delta Dental Plan "Auto +" with Orthodontic rider "008" including internal and external coordination of benefits (COB) for all teachers and their eligible dependents as defined by MESSA/Delta.

### Life Insurance

In addition, the Board shall provide without cost to the employee, MESSA Negotiated Term Life Insurance protection in the amount of \$20,000 (twenty thousand dollars) which shall be paid to the employee's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).

The Board shall provide without cost to the employee MESSA negotiated Term Dependent Life Insurance protection in the amount of \$2,000 for the spouse and \$2,000 for each dependent child as defined by MESSA.

### Long Term Disability

The Board shall provide at no cost to the teacher MESSA Long Term Disability Insurance. Benefits shall be paid at 70% of salary up to a monthly maximum of \$5,000 (five thousand dollars) and shall begin after the expiration of the greater of (1) the employee's accumulated sick leave or (2) sixty (60) calendar days. (Only the last three days of the waiting period need be consecutive and for the same condition.)

### Vision Insurance

The Board shall provide at no cost to the teacher MESSA Vision Service Plan 3 for all teachers and their eligible dependents as defined by MESSA.

### General

The Board's obligation to provide the insurance designated in Appendix B is limited to paying the premium or portion of the premium for which it is obligated by the language of Appendix B. The insurance benefits or coverage to which a teacher is entitled shall be determined by the terms of the applicable insurance policy. No teacher shall be entitled to the insurance benefits provided in Appendix B until the teacher is enrolled by the insurance carrier and completes all the necessary requirements of the insurance carrier to be eligible for coverage or benefits. Any disputes regarding coverage or benefits shall be between the teacher and the insurance carrier with the understanding that the Board shall not be a party to any such disputes.



## APPENDIX C

### EXTRACURRICULAR SALARIES

Compensation for individuals who serve in positions shall be based on the following criteria:

- A. Percent of individual's salary schedule column step at the step determined by subsection B. below.
- B. Salary step of the individual's salary schedule column corresponding to the number of years of experience of the individual in that activity:
  1. Transfer into system only six (6) years' experience in said activity (Sixth Step)
  2. Top at nine (9) years of experience (Ninth Step) of the MA educational level column.
- C.
  1. All current athletic coaches and advisors above the MA level will maintain their current educational level specific to their 1997-98 assignments. When transferring to a new coaching assignment, those above the MA level during 1997-98 will revert to the MA column. Step within the MA column will be based upon prior experience coaching that activity.
  2. All sponsors and advisors of non-athletic extra curricular activities past the MA level during 1997-98 may transfer educational levels to new non-athletic assignments. Step placement within the column will be made according to prior experience sponsoring the activity or club. (Reference list on file in Business Office.)

### NON-ATHLETIC EXTRACURRICULAR

|     |                                      |                       |
|-----|--------------------------------------|-----------------------|
| 1.  | High School Yearbook                 | 4.0%                  |
| 2.  | Freshman Class Sponsor               | 2.0%                  |
| 3.  | Sophomore Class Sponsor              | 2.0%                  |
| 4.  | Junior Class Sponsor                 | 4.0%                  |
| 5.  | Senior Class Sponsor                 | 3.0%                  |
| 6.  | Plays and Musicals (per year)        |                       |
|     | a. One Director                      | 4.0%                  |
|     | b. Two Directors                     | 7.0% (3.5%/director)  |
|     | c. Three Directors                   | 9.0% (3.0%/director)  |
|     | d. Four or more Directors            | 10.0% (2.5%/director) |
| 7.  | High School Student Senate           | 3.0%                  |
| 8.  | Middle School Student Council        | 3.0%                  |
| 9.  | Elementary School Student Council    | 3.0%                  |
| 10. | Show Choir                           | 3.0%                  |
| 11. | Variety Show                         | 2.5%                  |
| 12. | High School Academic Challenge (2)   | 1.0% each             |
| 13. | Elem./Middle School Science Olympiad | 2.0%                  |
| 14. | D.E.C.A.                             | 2.0%                  |
| 15. | Interact                             | 2.0%                  |

|     |   |  |
|-----|---|--|
| 16. | Bus Chaperones  | \$20 per away game per teacher.<br>Teacher shall accompany to and<br>from game. Payment shall be made<br>at the conclusion of each athletic<br>season. |
| 17. | Band  |  |
|     | a. Band Activities  | 6.0%   |
|     | b. Band Camp  | 2.0%   |
|     | c. Summer Band  | Instructor to be paid at<br>\$15.00 per hour   |
| 18. | High School Intramurals   | 2.5%   |
| 19. | High School Lunch Recreation  | 2.5%   |
| 20. | Sixth-Grade Outdoor Ed Camp   | 1.0% organizer   |
| 21. | Sixth-Grade Outdoor Ed Camp   | 1.0% chaperone   |
| 22. | Middle School Math Sponsor  | 3.0%   |
| 23. | Middle School Yearbook  | 2.0%   |
| 24. | BES Divorce Adjustment Activities   | 2.0%   |
| 25. | Middle School Play Director   | 2.0%   |
| 26. | Elementary/Middle School Literary Publication   | 3.0%   |
| 27. | National Honor Society  | 5.0%   |
| 28. | ALL CLUBS: (Sponsors must follow written<br>procedures for becoming a recognized club.) |  |
|     | High School   | 2.0%   |
|     | Middle School   | 2.0%   |
|     | Elementary School   | 2.0%   |
| 29. | Instructional Council   |  |
|     | Committee Members   | \$200  |
|     | Subject Area Leaders  | \$400  |
| 30. | RMS Chess Club  | 2%   |
| 31. | NCA Chairperson   |  |
|     | Elementary School   | 2%   |
|     | Middle School   | 2%   |
|     | High School   | 2%   |
| 32. | BHS Foreign Language Club   | 2%   |

### **ATHLETIC EXTRACURRICULAR**

|    |   |           |
|----|---|-----------|
| 1. | BOYS' FOOTBALL  |           |
|    | a. Varsity Head Coach                                     | 14.5%     |
|    | b. Assistant Coach (3)                                    | 9.5% each |
|    | c. Middle School Coach (2)                                | 6.0% each |
|    | Third Middle School Coach considered if numbers exceed 40 |           |
| 2. | BOYS' BASKETBALL  |           |
|    | a. Varsity Head Coach                                     | 15.5%     |
|    | b. JV Coach   | 10.0%     |
|    | c. Freshman Coach   | 8.5%      |
|    | d. Middle School Coach (2)                                | 6.0%      |
| 3. | BOYS' BASEBALL  |           |
|    | a. Varsity Head Coach                                     | 10.0%     |
|    | b. JV Coach   | 6.5%      |

|     |   |           |
|-----|---|-----------|
| 4.  | TRACK   |           |
|     | a. High School Girls' Coach                               | 10.0%     |
|     | b. High School Boys' Coach                                | 10.0%     |
|     | c. Middle School Coach (2)                                | 6.0% each |
|     | Third Middle School Coach considered if numbers exceed 50 |           |
| 5.  | GOLF Coach  | 8.0%      |
| 6.  | CROSS COUNTRY Coach                                       | 8.0%      |
| 7.  | BOYS' WRESTLING   |           |
|     | a. Varsity Head Coach                                     | 12.5%     |
|     | Assistant Coach considered if numbers exceed 18           | 6.5%      |
|     | b. Middle School Coach                                    | 3.0%      |
|     | Assistant Coach considered if numbers exceed 20           | 1.5%      |
| 8.  | SWIMMING  |           |
|     | a. Boys' Varsity Head Coach                               | 12.5%     |
|     | b. Girls' Varsity Head Coach                              | 12.5%     |
|     | c. Diving Coach, if needed                                | 6.5%      |
| 9.  | GIRLS' VOLLEYBALL   |           |
|     | a. Varsity Head Coach                                     | 12.5%     |
|     | b. JV Coach   | 8.5%      |
|     | c. Freshman Coach   | 6.0%      |
|     | d. Middle School Coach (2)                                | 4.0% each |
| 10. | GIRLS' BASKETBALL   |           |
|     | a. Varsity Head Coach                                     | 15.5%     |
|     | b. JV Coach   | 10.0%     |
|     | c. Middle School Coach (2)                                | 6.0% each |
| 11. | GIRLS' SOFTBALL   |           |
|     | a. Varsity Head Coach                                     | 10.0%     |
|     | b. JV Coach   | 6.5%      |
| 12. | SOCCER  |           |
|     | a. Varsity Head Coach                                     | 10.0%     |
|     | Assistant Coach considered if numbers exceed 18           | 6.5%      |
| 13. | CHEERLEADING  |           |
|     | a. High School - Varsity Football                         | 3.5%      |
|     | b. High School - Varsity Basketball                       | 5.3%      |
|     | c. High School - JV Football                              | 3.0%      |
|     | d. High School - JV Basketball                            | 4.0%      |
|     | e. Middle School  | 4.0%      |
| 14. | POM PON SQUAD   | 4.5%      |

15. TENNIS
- |                              |       |
|------------------------------|-------|
| a. Boys' Varsity Head Coach  | 10.0% |
| b. Girls' Varsity Head Coach | 10.0% |

The Coach shall have the choice of how he or she will receive payment:

- A. Bi-weekly with the regular school payroll beginning two weeks prior to the first athletic contest.
- B. At conclusion of season.
- C. In installments beginning at the start of the season and continuing through the existing payment schedule.

(NOTE: Payment may be withheld by the principal or athletic director upon failure of coach to complete his assignment.)

**APPENDIX D**

**LETTER OF AGREEMENT  
BETWEEN  
BRIDGMAN BOARD OF EDUCATION  
AND  
BRIDGMAN 5-C EDUCATION ASSOCIATION, MEA/NEA**

**Re: 403 (b) regulations**

This Letter of Agreement is entered into between the Bridgman Board of Education (the “District”) and the Bridgman 5-C Education Association, MEA/NEA (the “Association”) and shall be in effect not later than January 1, 2009. The following language will be added to the Master Agreement as Appendix D:

1. The Parties agree that new IRS requirements effective January 1, 2009, have imposed significant and additional burdens on districts offering 403 (b) plans to employees.
2. The Parties further agree that to facilitate compliance with these regulations the District will participate with the Michigan Retirement Investment Consortium (MRIC) which has selected a third party administrator (TPA) for the purposes of administration, compliance, and processing of payments related to the employee contributions with the District’s 403 (b) and annuity plans. The TPA shall not have a vendor relationship with the District’s Plan.
3. The Parties further agree that the following vendors will be recognized:

AIG Valic  
American Retirement & Financial Services  
Ameriprise Financial Advisors  
ING-Reliastar  
Legends Employee Benefit Group  
Paradigm Equities  
Prudential

Any additional cost to the District resultant from an employee selecting a vendor outside the Consortium shall be the obligation of the employee.

Should MEA Financial be excluded from its status as a core vendor in the future, the District agrees to include MEA Financial as a “wildcard” vendor within the consortium.

4. Should any vendor fail to meet the minimum participation standards of the consortium and, as a result, is dropped from participation within the consortium, the District will notify the Association and the parties will cooperatively resolve the issue.
  
5. The Parties further understand and agree that the regulations regarding the administration of the 403 (b) plans continue to evolve and it is the intent of the parties to comply with all IRS and legal requirements. Plan documents will be shared with the Association and all bargaining unit members are eligible to participate in the plan.

For the Board:

For the Association:

---

---