



TEACHERS' MASTER CONTRACT

2019-2022

"Together, challenging our children to succeed"

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BRIDGMAN PUBLIC SCHOOL DISTRICT
TEACHERS' MASTER CONTRACT
2019-2022

PREAMBLE

This Agreement is entered into this 10th day of June, 2019 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 initialed 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, color, national origin, sex (including sexual orientation or transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information or any other legal protected category. It is recognized that it is not improper to consider sex of an employee with a respect to a position for which sex is a bona fide occupational qualification because the position requires direct locker room supervision.

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).

Six (6) additional days may be used by Association officers and leaders for Association business, or by bargaining unit members for leadership training and conferences with the cost of the substitute paid by the Association.

Section 13: The accounting system of the Association shall not be a responsibility of the Business Office of the Board.

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.

Section 4: The Board of Education will consult with the Association regarding the evaluation process, procedures, and instrument and disclose to the Association the process, procedures and instrument prior to each school year. Each building principal will review the evaluation process, procedures, and instrument with his/her staff at the beginning of each school year.

Copies of all teacher evaluations will be forwarded to the Superintendent and subsequently placed in the teachers' personnel files. It is understood that a teacher may appeal the results of his/her evaluation to the Superintendent.

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 any conference for the purpose of disciplining a teacher orally or in writing, the teacher shall be notified of this purpose in advance and the teacher shall have, as an integral part of the proceedings, the right to request a witness of his/her choice to be present. For purposes of this section, formal disciplinary action shall be defined as verbal or written warning, 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 PreK-8 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. The administration will also notify law enforcement of the assault on behalf of the teacher.

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 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:

(A) 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 be +/- 5 minutes of 1/x (x = periods in a day). A period shall be defined as the time dedicated to core courses in that building. Assignment to a supervised study period shall not be considered as conference/preparation time for the purpose of this Article.

(B) 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.

Section 6: The District shall employ sufficient classroom teachers to attain a pupil-teacher classroom ratio of not greater than thirty to one (30:1). Instructional personnel shall be used in determining this ratio. Students and teachers shall be counted on a full-time equivalency basis. Band and choir programs are exempt from the 30:1 ratio.

If the need arises to increase class size for any non-core classes (those other than Language Arts, Math, Science, and Social Studies), then the building principal, affected teacher, association president, and superintendent will meet to determine whether or not the 30:1 ratio may be increased for that school year only and to what level it may be increased.

The district shall employ sufficient classroom teachers to attain a pupil-teacher classroom ratio of not greater than twenty to one (20:1) in Progressive 5's.

If the need arises to increase class size in Progressive 5's, then the building principal, affected teacher(s), association president, and Superintendent will meet to determine whether or not the 20:1 ratio may be increased for that school year only, and to what level it may be increased.

Section 7: 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.

Section 8: Teachers, who voluntarily agree to teach an overload assignment in lieu of a preparation period, will be compensated at a rate as follows: Teacher's salary divided by number of students days divided by 420 minutes equals per minute calculation. Multiply amount per minute times number of minutes in period times number of student days. This assignment will be posted in accordance with Article 6, Section 1, and determined on a year-to-year basis with no more than four overload sections per year district-wide.

Section 9: Parent/teacher meetings require an appointment. Exceptions to the appointment requirement can be made with teacher approval.

ARTICLE 6 - TEACHING VACANCIES AND PROMOTIONS

Section 1: Whenever any vacancy in a bargaining unit position in the District shall occur, the administration shall notify all certified teachers by email. 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 the district. 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. All bargaining unit vacancies will be posted (internally and externally at the same time) for ten (10) business days, except when mutually agreed upon with BEA President or his/her designee.

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.

ARTICLE 7 - ABSENCE WITHOUT LOSS OF PAY

Section 1: All contracted professional personnel of this school will be allowed a total of twelve (12) 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 (a member of the household or a person with whom one has had an association equivalent to family ties). 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 leave is granted or to determine if the employee is medically cleared to return to work. The District may contact the employee to ascertain the need to be placed on FMLA leave after three (3) days of absence. 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 leave.

Section 2: At the end of each year, any unused portion of the twelve (12) days (Section 1) shall be 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. Any employee who has reached the maximum of one hundred fifteen (115) leave days may sell back to the district, by October 1, those days they would have received for the current school year at a rate of \$50 per day.

Section 3: The pay provided for in this Article shall be available to the teacher on a pro rata basis and charged against the teacher's 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 three (3) days of personal leave from the annual total of twelve (12) days of absence without loss of salary 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 circumstance and when approved by the Superintendent and/or his/her designee. Personal leave may not be used for secondary employment 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 and/or his/her designee. No more than two (2) teachers in each building may be granted personal leave time in May and June on the same day.

Section 5: Upon written request and prior approval, teachers may be granted professional leave not to be deducted from accumulated leave days. 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, may be borne by the district. The decision concerning the approval of said activities and expenses will be made by the principal, subject to review by the Superintendent and/or his/her designee.

Section 6: 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 leave and shall not be accumulative.

Section 7: 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 8: 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 9: 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.

Section 10: Administration of policy:

- (A) A record shall be kept for each employee of the Board on which there shall be a continued accounting of leave credit.
- (B) Employees shall have online access to a report through the district's human resource and financial management system, indicating the amount of leave to their 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 leave accumulation.
- (D) The question of employing a substitute or replacement for an absent employee has no relation to deductions made under this policy.

Section 11: Those members who have provided a doctor's verification of a serious illness and/or injury, and no longer have any sick leave available to them, may, at the discretion of fellow members of the bargaining unit, receive "a gift" of sick days from one or more members.

This may only take place when requested in writing by said member, recommended by the BEA Executive Committee, and approved by the Superintendent or his/her designee. Members "gifting" sick

days must have at least fifty (50) days accumulated themselves and may not give more than twenty (20) days each.

When a staff member gives days, such days will be subtracted from that employee's sick days and added to the sick/injured employee's bank. Any unused days at the end of the illness/injury period will remain in the sick bank.

ARTICLE 8 - 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) Leave days shall not accrue, but unused 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 leave days may be granted a leave of absence without pay not to exceed one (1) year. A teacher's return from leave shall be governed by the Tenure Act and/or the Family Medical Leave Act. 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:

- (A) The question of employing a substitute or replacement for an absent employee has no relation to deductions made under this policy.
- (B) 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.
- (C) Teachers will be notified immediately of any deductions in pay because of absence and will be given the reasons for such deductions.
- (D) Teachers may choose which paychecks, either their next succeeding or final check, from which such pay will be deducted.

ARTICLE 9 - 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) 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.
- (B) 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.
- (C) Principals shall have five (5) days within which they may respond to a grievance.

- (D) 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.
- (E) The Superintendent shall have fifteen (15) days after appeal to him within which he shall respond to a grievance.
- (F) 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.
- (G) 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.
- (H) All costs of arbitration shall be borne by the party whose case does not prevail.

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, policy 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.
- (F) The arbitrator shall have no power to interpret prohibited subjects of bargaining.

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 fifth year of probation
- (C) Failure to employ or re-employ a teacher in an extra-duty assignment
- (D) Any procedure that is subject to the specific procedures under the provisions of the Michigan Teacher's Tenure Act.

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 10 - PROFESSIONAL COMPENSATION AND METHODS AND PAYMENT

Section 1: Refer to Appendix A relative to salary schedules; Appendix B relative to fringe benefits; and Appendix C relative to extracurricular activities.

Section 2: Level advancements and/or Pay Raises are dependent upon receiving an Effective or Highly Effective evaluations of previous assignments or are "exempt" and are not to be considered automatic.

Section 3: Pay shall be distributed on alternate Fridays beginning with the first Friday, which concurs with the payroll schedule of the administrative and non-instructional personnel. Each pay shall be, at the option of the teacher, either one twenty-second (1/22) or one twenty-sixth (1/26) of the contract salary, minus legal and teacher authorized deductions. Teacher shall notify the school district no later than August 1 of each school 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 year in accordance with Section 6 below.

Section 4: Beginning in the fall of 2013, all new bargaining members will receive their first pay on first payday after the start of the school year.

Section 5: Teachers terminating employment with the Bridgman Public School District (other than the end of the school year) 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 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: In the employment of teachers new to the Bridgman Public School District, outside teaching experience **may** be granted on the salary schedule by taking the new employees most recent/current and verified Michigan Public School District salary and matching that amount to the closest level in Appendix A.

Section 9: The salary of any teacher employed during mid-year or part-time shall be in direct proportion to the salary schedule.

Section 10: 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 at the current IRS rate 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 11: Bargaining unit members shall be paid only actual mileage at the current IRS mileage rate for necessary travel during the instructional day between two or more buildings.

If however, their teaching assignment is such that they have daily teaching responsibilities as defined above, they shall receive actual mileage as defined, plus a \$150.00 annual stipend which will be payable by June 30th.

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.

Section 12: 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, financial institutions, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

Section 13: Teachers asked to substitute on an individual class basis shall be paid at the rate of \$25 per class period. Payment made for substitution on an individual class basis shall be made as it accumulates.

Section 14: Members who have received an Effective and/or Highly Effective evaluation from their previous assignment at Bridgman Public Schools and who obtain an additional fifteen (15) graduate credit hours past their Bachelor's Degree, complete their Master's Degree, and/or obtain fifteen (15) additional graduate credit hours past their Master's Degree, shall at the semester following completion and submission of evidence of the graduate credit hour/degree, also advance one (1) additional level from their current salary level.

Section 15 – Beginning in the fall of 2019, all members will be required to have their payroll check(s) direct deposited into a financial institution of their choosing.

Section 16 – No payment under the leave policy shall be made beyond the date of resignation, death or retirement of an employee.

Section 17 –The district shall pay one hundred sixty dollars (\$160.00) towards certification renewal as long as the member has received tenure from Bridgman Public Schools and has received an Effective and/or Highly Effective evaluation or are “exempt” during the recertification period

**ARTICLE 11 – 2019-2020 SCHOOL CALENDAR
BRIDGMAN PUBLIC SCHOOLS**

Month	Day	Description
August	28	Professional Development Day
	29	Teacher Preparation Day
September	2	Labor Day - No School for All Students and Staff
	3	First Day of School (Half Day of School for All Students)
October	18	Half Day of School for All Students (Teacher PD in PM)
	25	End of First Marking Period
November	4	BHS Parent/Teacher Conferences (4-7 PM)
	5	RMS Parent/Teacher Conferences (4-7 PM)
	6	BES Parent/Teacher Conferences (4-7 PM)
	7	Half Day of School for All Students (Teacher PD in PM) District-wide Parent/Teacher Conference (4-7 PM)
	8	Half Day of School for All Students and Staff
	27-29	Thanksgiving Break - No School for All Students and Staff
December	16	End of Second Marking Period
	17	MS/HS Exams (Half Day of School for All Students)
	18	MS/HS Exams (Half Day of School for All Students)
	19	MS/HS Exams (Half Day of School for All Students) Teacher's Record Day PM
	20	No School for All Students Half Day for Teachers (Virtual PD)
	23-31	Winter Break - No School for All Students and Staff
January	1-3	Winter Break - No School for All Students and Staff
	6	School Resumes
	17	Half Day of School for All Students (Teacher PD in PM)
	20	No School for All Students and Staff
February	14	Half Day of School for All Students and Staff
	17	No School for All Students and Staff
March	20	Half Day of School for All Students and Staff (Virtual PD) End of Third Marking Period
April	3	Half Day of School for All Students and Staff
	6-10	Spring Break Begins - No School for All Staff and Students
	13	School Resumes
May	1	Half Day of School for All Students and Staff
	25	Memorial Day - No School for All Students and Staff
June	8	MS/HS Exams (Half Day of School for All Students)
	9	MS/HS Exams (Half Day of School for All Students)
	10	MS/HS Exams (Half Day of School for All Students) Last Day of School - Teacher Record Day

1. Student Days: 180, Teacher Days: 181.5

2. 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.

5/22/2019

**ARTICLE 11 – 2020-2021 SCHOOL CALENDAR
BRIDGMAN PUBLIC SCHOOLS**

Month	Day	Description
August	27	Professional Development Day
	28	Teacher Preparation Day
	31	First Day of School (Half Day of School for All Students) (Teacher PD in PM)
September	4	No School for All Students and Staff
	7	Labor Day - No School for All Students and Staff
October	16	Half Day of School for All Students (Teacher PD in PM)
	23	End of First Marking Period
November	9	BHS Parent/Teacher Conferences (4-7 PM)
	10	RMS Parent/Teacher Conferences (4-7 PM)
	11	BES Parent/Teacher Conferences (4-7 PM)
	12	Half Day of School for All Students (Teacher PD in PM) District-wide Parent/Teacher Conference (4-7 PM)
	13	Half Day of School for All Students and Staff
	25-27	Thanksgiving Break - No School for All Students and Staff
December	14	End of Second Marking Period
	15	MS/HS Exams (Half Day of School for All Students)
	16	MS/HS Exams (Half Day of School for All Students)
	17	MS/HS Exams (Half Day of School for All Students)
	18	No School for All Students Half Day for Teachers (Virtual PD)
	21-31	Winter Break - No School for All Students and Staff
January	1	Winter Break - No School for All Students and Staff
	4	School Resumes
	15	Half Day of School for All Students (Teacher PD in PM)
	18	No School for All Students and Staff
February	12	Half Day of School for All Students and Staff
	15	No School for All Students and Staff
March	19	Half Day of School for All Students and Staff (Virtual PD in PM)
		End of Third Marking Period
April	2	Half Day of School for All Students and Staff
	5-9	Spring Break Begins - No School for All Students and Staff
	12	School Resumes
May	7	Half Day of School for All Students and Staff
	21	Half Day of School for All Students (Teacher PD in PM)
	24	Memorial Day - No School for All Students and Staff
June	8	MS/HS Exams (Half Day of School for All Students)
	9	MS/HS Exams (Half Day of School for All Students)
	10	MS/HS Exams (Half Day of School for All Students) Last Day of School - Teacher Record Day

1. Student Days: 180, Teacher Days: 181.5
2. 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.

5/21/19

**ARTICLE 11 – 2021-2022 SCHOOL CALENDAR
BRIDGMAN PUBLIC SCHOOLS**

Month	Day	Description
August	26	Professional Development Day
	27	Teacher Preparation Day
	30	First Day of School (Half Day of School for All Students) (Teacher PD in PM)
September	3	No School for All Students and Staff
	6	Labor Day - No School for All Students and Staff
October	15	Half Day of School for All Students (Teacher PD in PM)
	22	End of First Marking Period
November	8	BHS Parent/Teacher Conferences (4-7 PM)
	9	RMS Parent/Teacher Conferences (4-7 PM)
	10	BES Parent/Teacher Conferences (4-7 PM)
	11	Half Day of School for All Students (Teacher PD in PM) District-wide Parent/Teacher Conference (4-7 PM)
	12	Half Day of School for All Students and Staff
	24-26	Thanksgiving Break - No School for All Students and Staff
December	13	End of Second Marking Period
	14	MS/HS Exams (Half Day of School for All Students)
	15	MS/HS Exams (Half Day of School for All Students)
	16	MS/HS Exams (Half Day of School for All Students)
	17	No School for All Students (Teachers Virtual PD)
	20-31	Winter Break - No School for All Students and Staff
January	3	School Resumes
	14	Half Day of School for All Students (Teacher PD in PM)
	17	No School for All Students and Staff
February	11	Half Day of School for All Students and Staff
	14	No School for All Students and Staff
March	18	Half Day of School for All Students (Teachers Virtual PD) End of Third Marking Period
	4-8	Spring Break Begins - No School for All Students and Staff
April	11	School Resumes
	15	Half Day of School for All Students and Staff
	6	Half Day of School for All Students and Staff
May	27	Half Day of School for All Students (Teacher PD in PM)
	30	Memorial Day - No School for All Students and Staff
	7	MS/HS Exams (Half Day of School for All Students)
June	8	MS/HS Exams (Half Day of School for All Students)
	9	MS/HS Exams (Half Day of School for All Students)
		Last Day of School - Teacher Record Day

1. Student Days: 180, Teacher Days: 181.5
2. 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 12 - NEGOTIATIONS PROCEDURES

Section 1: Anytime after January 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 13- 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 14 - 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 Letter of 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: Instructional Council

- (A) The Instructional Council shall be comprised of:
- Superintendent
 - BHS Principal
 - RMS Principal
 - BES Principal
 - BHS Representative
 - RMS Representative
 - BES Representative
 - District Instructional Technologist

Qualifications:

- Candidates must be a tenured teacher at Bridgman Public Schools
- Candidates must have received an "Effective" or "Highly Effective" evaluation rating on their teacher evaluations or "exempt" from the evaluation process in accordance with MCL 380.1249 (2) (k)
- Candidates must have demonstrated district and building level leadership qualities
- Candidates must be able to effectively communicate with district and building administrators and district and building teachers
- Candidates must have a strong knowledge and background in curriculum and instruction

Duties and Responsibilities:

- Attend at least 80% of the Instructional Council meetings
- Attend at least 80% of Building Leadership meetings
- Take minutes at meetings
- Work with department specific Building Representatives to formulate professional development agendas
- Other duties and responsibilities as a result of being an Instructional Council member

Each of the positions on the Instructional Council will be paid a stipend of \$1,000.00 per school year. These positions will be posted internally at the conclusion of each school year. The Superintendent will be responsible for the hiring of Instructional Council Members.

Section 6: Building Leadership Team shall be comprised of:

- (1) BHS Math Rep
- (1) RMS Math Rep
- (1) BES Math Rep
- (1) BHS ELA Rep
- (1) RMS ELA Rep
- (1) BES ELA Rep
- (1) BHS Social Studies Rep
- (1) RMS Social Studies Rep
- (1) BES Social Studies Rep
- (1) BHS Science Rep
- (1) RMS Science Rep
- (1) BES Science Rep
- (1) BHS VPAA Rep
- (1) RMS VPAA Rep
- (1) BES VPAA Rep
- (1) BHS Counseling Rep
- (1) RMS Counseling Rep
- (1) BES Counseling Rep
- (1) BHS Physical Ed/Health Rep
- (1) RMS Physical Ed/Health Rep
- (1) BES Physical Ed/Health Rep
- (1) District Foreign Language Rep
- (1) BHS Special Education Rep
- (1) RMS Special Education Rep
- (1) BES Special Education Rep

Qualifications

- When possible, candidates will be a tenured teacher at Bridgman Public Schools
- Candidates will demonstrate district and building level leadership qualities
- Candidates must be able to effectively communicate with district and building administrators and district and building teachers
- Candidates must have a strong knowledge and background in specific content knowledge

Duties and Responsibilities:

- Building Leadership Team members must attend building department meetings and 80% of Building Leadership Team meetings
- Take minutes at meetings
- Work with other Building Leadership Team members to create vertical professional development agenda(s) and lead/facilitate vertical professional development opportunities
- Work with the subject area administrator on adoption of new curriculum during an adoption year (coordinating department meetings, site visits, organizing materials, arranging webinars/presentations with potential companies, etc.)
- Other duties and responsibilities as a result of being a Building Leadership Team member

Each of the Building Leadership Team members will be paid a stipend of \$1,000.00 per school year. These positions will be posted internally at the conclusion of each school year. Each building principal will be responsible for hiring their Building Leadership Team, and BES and RMS will, as possible, include one team member from each grade level. The High School Principal and Middle School Principal will be responsible for hiring of the district Foreign Language representative.

Note: No one can serve on the Instructional Council and be a Building Leadership Team member. No one can serve multiple roles on the Building Leadership Team.

Section 7: 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 8: 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 teacher, retired teacher or college professor. A mentor shall be available to provide professional support, instruction and guidance in a collegial relationship.

The Superintendent shall determine the mentor or mentors to be assigned. 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
- (E) The mentor teacher will receive a \$500 stipend at the end of the school year upon successful completion of mentoring responsibilities

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

Section 9: Those teachers who, prior to the last day of the first semester, 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, or may choose to sell back any unused leave days at \$50.00 per day to the maximum of 115 accumulated days. The teacher will receive the amount that is greater.

ARTICLE 15 - 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, 2022, 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 particular provision of this Agreement.

BRIDGMAN PUBLIC SCHOOLS ASSOCIATION

By: 
Eric Ramso, President

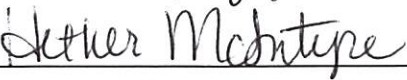
BRIDGMAN 5-C EDUCATION

By: 
Angie Ales, President

By: 
JoAnn DeMeulenaere, Secretary

By: 
Amy Knowlton, Secretary

Subscribed and sworn before me this 10th day of June, 2019



Notary: Hether McIntyre

**APPENDIX A
2019-2022 SALARY LEVELS**

Level	2019-2020 2% Salary Levels	2020-2021 1.5% Salary Levels	2021-2022 1.5% Salary Levels
0	38,635	39,214	39,802
1	39,859	40,456	41,063
2	41,083	41,699	42,324
3	42,409	43,045	43,690
4	43,837	44,494	45,161
5	45,265	45,944	46,633
6	46,693	47,393	48,104
7	48,121	48,842	49,575
8	49,549	50,292	51,046
9	50,977	51,741	52,517
10	52,405	53,191	53,988
11	53,935	54,744	55,565
12	55,465	56,297	57,141
13	56,995	57,849	58,717
14	58,525	59,402	60,293
15	60,055	60,955	61,870
16	61,585	62,508	63,446
17	63,115	64,061	65,022
18	64,645	65,614	66,598
19	66,175	67,167	68,175
20	67,705	68,720	69,751
21	69,235	70,273	71,327
22	70,765	71,826	72,903
23	72,295	73,379	74,480
24	73,825	74,932	76,056
25	75,355	76,485	77,632
26	76,885	78,038	79,208

Note:

- * Levels do not indicate years of service to the District
- * Members will advance to the next level if you attain an "effective" or "highly effective" evaluation or are "exempt"

APPENDIX B

FRINGE BENEFITS

Health Insurance

Upon application by the employee, the Board as policyholder 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 the following for a full twelve month period for the employee and his/her entire family and any other eligible dependents as defined by MESSA.

Effective July 1, 2019, members who were enrolled in the Choices \$100/\$200 have the option to switch to MESSA Choices \$500/\$1000 plan, MESSA ABC plan or the MESSA Essentials plan or opt out and take Plan B. All other members remain with their current health insurance selection until the open enrollment period. Any members who had MESSA Choices \$100/\$200 plan and elect the MESSA Choices \$500/\$1000 plan or the MESSA ABC plan, the Board of Education will contribute 100% of the deductible (July 1, 2019 – December 31, 2019 pro-rated) and the full amount of January 2nd for the remainder of the contract.

Plan A Health Option 1 is only available to those members that had MESSA Choices \$100/\$200 on June 30, 2019.

All new employees will only be afforded Plan A Health Option 2, Plan A Health Option 3 or Plan B.

Plan A (for those taking health insurance)

Health Option 1: MESSA Choices Plan, \$500/\$1000 in-network deductible, \$1000/\$2000 out-of-network deductible, Saver Rx, \$20 office visit, \$25 urgent care, \$50 emergency room co-pay.

Health Option 2: MESSA ABC (Account Based Choices) Plan 1, \$1350 single subscriber/\$2,700 2 person or family subscribers to be funded by the Board of Education, MESSA ABC RX. The Board of Education will contribute 100% of the Board paid deductible on January 2nd.

Health Option 3: MESSA Essentials Plan 1, \$375 single subscribers/\$750 2 person or family subscribers, Essentials by MESSA Rx, \$25 office visit, \$50 urgent care, \$200 emergency room co-pay. Twenty percent (20%) co-insurance.

Dental: MESSA/Delta Dental Plan Auto + with Orthodontic rider 008 (100/90/90/90 2000 [2000] including internal and external coordination of benefits (COB) for all teachers and their eligible dependents as defined by MESSA/Dental.

Vision: VSP-3

LTD: 70%, 60 calendar day modified fill, \$5000 monthly max.

Life: \$20,000 AD&D, \$2000 Dependent Life

Plan B (for those not taking health insurance)

Dental: MESSA/Delta Dental Plan Auto + Orthodontic rider 008 (100/90/90/90 2000 [2000] including internal and external coordination of benefits (COB) for all teachers and their eligible dependents as defined by MESSA/Dental.

Vision: VSP-3

LTD: 70%, 60 calendar day modified fill, \$5000 monthly max.

Life: \$50,000 AD&D, \$2,000 Dependent Life

Effective July 1, 2019, any member who elects Plan B may select available options under the current MESSA program, and/or a tax deferred annuity sponsored by MEA Financial Services or other company approved by the Board. The Board contribution toward the options and/or tax-deferred annuity shall not exceed five hundred dollars (\$500) per month

Effective July 1, 2019 – June 30, 2022, the teacher shall be obligated to pay twenty percent (20%) of the MESSA Plan A MESSA Choices or twenty percent (20%) of the MESSA ABC Plan 1 premium or twenty percent (20%) of the MESSA Essentials Plan and twenty percent (20%) of the annual deductible funding for the ABC plan.

That portion of the health insurance premium which is the obligation of the teacher shall be deducted from the teacher's salary twice a month using pretax dollars according to a salary reduction plan approved by the board in agreement with the Association. The employer's "qualified" Section 125 Plan shall include any or all provisions necessary for pre-tax contributions to employees HSA accounts administered through HEQ.

Each employee enrolled in Plan A Option 1 shall pay the non-weighted premium rate. This non-weighted premium rate shall be calculated after each rate renewal based on the current existing census and premium rates and at any time, a member change occurs that changes category status (i.e. single/2-person/family).

Each employee enrolled in Plan A Option 2 shall pay the non-weighted premium rate. This non-weighted rate shall be calculated after each rate renewal based on the current existing census and premium rates and at any time, a member change occurs that changes category status (i.e. single/2-person/family).

Each employee enrolled in Plan A Option 3 shall pay the non-weighted premium rate. This non-weighted rate shall be calculated after each rate renewal based on the current existing census and premium rates and at any time, a member change occurs that changes category status (i.e. single/2-person/family).

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.

Employees may contribute through payroll deduction and electronic transfer additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.

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.

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

Appendix C

Appendix C will remain the same for 2019-2020 as it was during the 2016-2019 Master Agreement. A subcommittee consisting of the Superintendent, BEA President, two (2) district/building administrators, and two (2) BEA members will review, revise and update Appendix C by June 30, 2020. The final revision will be presented as a Letter of Agreement.

Tasks of the Subcommittee:

- Define job descriptions
- Review Salary
- Expectations and responsibilities for all clubs and coaching positions
- Evaluation process for coaches and advisors
- Participation numbers
- Address Bridgman coaching experience vs non-Bridgman coaching experience
- Any other relevant issues to Appendix C

It is hereby agreed by and between the undersigned parties that the compensation for individuals who serve in position shall be based on the following criteria:

- A) Salary for Appendix C activities will be based on the 2018-2019 Salary Level scale. Levels will only be granted to coaches/advisors if they are eligible based on the below criteria.
- B) Percent of individual's salary level at the level determined by subsections C and D below
- C) Salary level that corresponds to number of years' experience of the individual in that activity
- D) Transfer into system only six (6) years' experience in said activity (Level 5)
- E) Top at Level 12

Levels	2018-2019 Salary Levels	Levels	2018-2019 Salary Levels
Level 0	37,877	Level 14	57,377
Level 1	39,077	Level 15	58,877
Level 2	40,277	Level 16	60,377
Level 3	41,577	Level 17	61,877
Level 4	42,977	Level 18	63,377
Level 5	44,377	Level 19	64,877
Level 6	45,777	Level 20	66,377
Level 7	47,177	Level 21	67,877
Level 8	48,577	Level 22	69,377
Level 9	49,977	Level 23	70,877
Level 10	51,377	Level 24	72,377
Level 11	52,877	Level 25	73,877
Level 12	54,377	Level 26	75,377
Level 13	55,877		

NON-ATHLETIC EXTRACURRICULAR

1.	High School Yearbook	
	a. (if part of a class)	4.0%
	b. (if not part of a class)	6.0%
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)
7.	High School Student Senate	3.0%
8.	Middle School Student Council	3.0%
9.	Elementary School Student Council	3.0%
10.	BHS Detention Supervisor	\$25.00 per hour
11.	Variety Show	2.5%
12.	High School Academic Challenge (2)	2.0% each
13.	BES/RMS/BHS Science Olympiad	2.0% each
14.	D.E.C.A.	4.0%
15.	Pass Lab Facilitator	\$25.00 per hour
16.	BES Lego League Facilitator	2.0%
17.	RMS Lego League Facilitator	2.0%
18.	Bus Chaperones	\$20 per away game per teacher. Teacher shall accompany to and from game. Payment shall be made at the conclusion of each athletic season.
19.	Band	
	a. Band Activities	6.0%
	b. Band Camp	2.0%
	c. Summer Band	Instructor to be paid at \$15.00 per hour
20.	High School Intramurals	2.5%
21.	High School Lunch Recreation	2.5%
22.	Middle School Math Sponsor	3.0%
23.	Middle School Yearbook	2.0%
24.	National Honor Society	5.0%
25.	ALL CLUBS: (Sponsors must follow written procedures for becoming a recognized club.)	
	High School	2.0%
	Middle School	2.0%
	Elementary School	2.0%
26.	RMS Chess Club	2.0%
27.	BHS Foreign Language Club	2.0%
28.	Sideline Cheerleading	
	a. High School - Varsity Football	2.0%
	b. High School – Varsity Basketball	2.0%
	c. High School – JV Football	2.0%
	d. High School - JV Basketball	2.0%
	e. Middle School	2.0%
29.	Pom Pon Squad	2.0%
30.	Broadcast Club	6.0%

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 10.0%
6. Cross Country
 - a. High School Coach 10.0%
 - b. Middle School Coach 6.0%
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) 6.0% 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. Competitive Cheer Coach (RMS/BHS) 9.0%

- 14. 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 their assignment.)

APPENDIX D

Re: 403 (B) Regulations

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:

GLP & Associates, Inc.*
LSW – a member of National Life Group*
MEA Financial Services (Paradigm)*
Midwest Capital Advisors*
PlanMember Services*
The Legend Group*
VALIC*

- * Vendor also offers Roth 403(B) accounts

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.