

# MASTER AGREEMENT

between the  
BOARD OF EDUCATION of the  
BERRIEN REGIONAL EDUCATION SERVICE AGENCY



and the  
BERRIEN COUNTY INTERMEDIATE  
EDUCATION ASSOCIATION

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NOTE — The Master Agreement can be accessed through:

[http://www.berrienresa.org/labor\\_relations\\_master\\_a.html](http://www.berrienresa.org/labor_relations_master_a.html)

## **AGREEMENT**

This Agreement, made and entered into this 16<sup>th</sup> day of September, 2009 by and between the Board of Education of the Berrien Regional Education Service Agency, Berrien Springs, hereinafter referred to as the "Board," and the Berrien County Intermediate Education Association, hereinafter referred to as the "Association,"

WITNESSETH:

### **ARTICLE I — PURPOSE AND INTENT**

The purpose of this Agreement is to establish, clearly, in writing the full agreement between the parties concerning the salaries, hours, terms and conditions of employment that shall prevail for the duration of this Agreement.

NOW, THEREFORE, the Board and the Association have, in consideration of these mutual promises and stipulations hereinafter specified, agreed to abide by the terms set forth herein for the duration of this Agreement.

### **ARTICLE II — RECOGNITION**

**SECTION 1:** The Board recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining. The bargaining unit shall be composed of all professional approved special education employees and professional employees at the Juvenile Detention Center, under annual contract to the Board, but excluding all administrators, supervisors, directors, independent contractors, daily substitutes, and all non-contractual and nonprofessional employees and all other employees.

**SECTION 2:** The Board will not recognize or bargain with any other entity or association with respect to the members of the bargaining unit described above.

**SECTION 3:** For the purpose of this contract, members of the bargaining unit will be referred to as professional staff or employees.

### **ARTICLE III — MANAGEMENT RIGHTS**

**SECTION 1:** The parties acknowledge the legal and professional obligations of the District to comply with the provisions of the No Child Left Behind (NCLB) Act of 2001, and the regulations promulgated thereunder, including "Highly Qualified" teachers, and agree that nothing in this Agreement shall be construed directly or indirectly to interfere with or prohibit the District from fully complying with the definitions, standards, and requirements of the NCLB Act. It is also understood that any employee who fails to meet the "Highly Qualified" standard of the NCLB Act by will be placed on layoff. Employees laid off under this Section will remain on the recall list for three (3) years and shall be offered the opportunity to accept the first vacancy which becomes available during that time for which they are Highly Qualified. It is further acknowledged that employees placed on layoff under this Section shall have no seniority rights to bump into other positions which are not vacant.

The Association further recognizes that the Board has the authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and Constitution of the State of Michigan and of the United States provided that such shall be exercised by the Board in conformity with the provisions of this agreement, including for the purpose of illustration:

- A. To the executive management and administrative control of the school system and its properties and facilities and to determine the duties, responsibilities and assignments of its professional employees, including such activities as may affect their professional performances;
- B. To hire and evaluate all employees and subject to the provision of law, to determine their qualifications, and the condition for their continued employment, and to dismiss or demote non-probationary employees for reasons of just and reasonable cause or to reduce staff when deemed necessary; and to promote and transfer all such employees;
- C. To establish courses of instruction, including special programs, all as deemed necessary or advisable by the Board;
- D. To decide upon 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.

**SECTION 2:** The exercise of the foregoing powers, rights and authority 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 hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

**SECTION 3:** Nothing contained herein shall be considered to deny or restrict the Board of its rights, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

#### **ARTICLE IV — ASSOCIATION RIGHTS**

**SECTION 1:** The Association shall have the right to use school building facilities for meetings, provided (1) such meetings are held at hours other than school day hours; (2) advance permission for such usage has been given by the administration. The Association may transact official Association business on school property outside normal working hours provided that this shall not interfere with or interrupt normal District operations.

- A. The Association shall have the right to use school equipment including regular typewriters, duplication equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. Some equipment (i.e.: 2-way conferencing equipment, PowerPoint equipment, CEO scanning equipment, etc.) which may require specialized training may not be used without appropriate office personnel on hand. The Association shall pay for the reasonable costs of all materials and supplies incident to such use.
- B. A bulletin board, or portion thereof, in each District owned facility shall be made available for the exclusive use of the Association.

**SECTION 2:** The Association shall have the right to negotiate on matters concerning salaries, hours, terms and conditions of employment. The parties expressly agree that neither party is obligated to bargain on any matter during the term of this agreement, but the parties may mutually agree to discuss matters of common concern.

**SECTION 3:** Office employees shall not be used for Association purposes during their regular hours of employment. Any work performed by office employees for the Association shall not be reimbursed by the District.

**SECTION 4:** The Board shall place on the agenda of each regular Board meeting for consideration matters brought to its attention by the Association in accordance with Board policy for placing matters on the agenda.

**SECTION 5:** Those days when formal contract negotiations will transpire, duly authorized members of the Association bargaining team may, at the discretion of the administration, be released up to one (1) hour prior to the commencement of negotiations or at the end of the student day.

**SECTION 6: DUES CHECK OFF**

- A. The Employer shall deduct dues, or service charges, from any employee from whom they have written authorization. The Association shall submit to the Employer in September of each year a list of active members of the Association.
- B. The authorized deduction of dues, and service charges, shall be made from a regular paycheck each month—September through June. The Employer agrees to remit to the Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made within thirty (30) calendar days. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds are not the responsibility of the Employer.
- C. The Association shall hold the employer harmless on account of any monies deducted and remitted to the Association pursuant to this Section. The Association further agrees to indemnify and save the Board, each individual school Board member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Section.
- D. If at any time during the duration of this Agreement, the Union authorizes, causes, or engages in or sanctions any strike, or work stoppage of any kind, or pickets, or if there is a refusal to perform the duties of employment by any employee or employees, then this Section shall become null and void and inoperative during the life of this Agreement.

**ARTICLE V — PROBATION**

All employees, regardless of classification, shall be subject to a probationary period equivalent to that provided in the Michigan Teacher Tenure Act. The Board agrees that probationary employees shall not be dismissed or demoted for arbitrary or capricious reasons and shall be provided due process. Probationary employees, whose contract will not be renewed for the following year, shall be notified as required by law.

**ARTICLE VI — LEAVES OF ABSENCE**

**SECTION 1: LEAVES WITH PAY AND FRINGE BENEFITS**

- A. Sick Leave — Twelve (12) sick days per school year will be granted to each employee. New employees will be allocated six (6) days at the beginning of the school year and six (6) on the third Monday of January, providing they are in active service at each point. Unused sick days will accumulate to a maximum of 90 and may be used subject to the following conditions and limitations:

1. Illness or disability of the employee - all available.
2. Serious illness or disability of employee's immediate family (present spouse, father, mother, brother, sister, children, step-children, grandparents) - maximum of four (4) days per incident. A maximum of four (4) days per incident for critical illness of any or all of the employee's grandchildren. An additional day per year may be granted for the life-threatening illness of other family members.
3. Upon request by the Board, a professional staff member must submit a certificate from a medical doctor, not related to the professional staff member, that such professional staff member is physically or mentally able or unable to perform his assigned duties, to return from sick leave, or continue employment
4. Abuse or falsification of sick leave shall be considered just cause for discipline, demotion, or termination.
5. Sick leave benefits, if available, may be used (at the discretion of the employee), to augment benefits under Worker's Compensation so as to maintain the daily salary of the employee. Maximum leave is for one (1) calendar year, except that by mutual agreement of both parties it may be extended beyond the one (1) calendar year.
6. Upon termination of employment from the district, one-third (1/3) of the accumulated unused sick leave of the employee shall be added to the sick bank. In no case will unused sick leave be compensated with pay.
7. Written notice of any planned or prearranged use of sick leave shall be given to the Supervisor as soon as possible after the need becomes known and should, if possible, be arranged to coincide with the scheduled breaks in the school year.
8. Any employee whose disability extends beyond his accumulated sick leave days may, with appropriate notice by the employee, be granted a leave of absence without pay until able to return to work as provided in Section 2-D. Failure of appropriate notice shall automatically cause the employee to be placed on Unpaid Leave under Section 2-D for thirty (30) days with subsequent "termination" as specified in that Section if other arrangements are not made.
9. Sick Bank Provisions:
  - a. A bank of sick leave days shall be established through automatic contributions from each employee covered under this contract:
    - (1) An automatic contribution of one (1) day per employee shall be made whenever the total days in the bank drops to twenty (20) days.
    - (2) When days are deducted from those who have maximum accumulation, new days will not be credited to their personal accounts until the following school year.
  - b. Employees will receive sick bank days under the following conditions:

- (1) The sick bank shall only be available after the 5th consecutive day of absence due to illness or disability and to a maximum of twenty (20) work days or until long term disability insurance coverage begins, whichever occurs first.

AND

- (2) The employee has exhausted all of his/her own personal sick leave days.

- c. Absence from work due to disability resulting from injury prior to the availability of Worker's Compensation benefits shall automatically be deducted from the sick bank. The Supervisor must verify in writing the cause of the injury.

B. Funeral Leave — Funeral leave may be used subject to the following conditions and limitations:

1. Maximum of five (5) days per incident for immediate family (present spouse, mother, father, children, brother and sister).
2. Maximum of three (3) days per incident for the former spouse when there are children from that former marriage, brother/sister-in-law, mother/father-in-law, grandparents, grandchildren, step-children.
3. Personal/business leave may be used, if available, for the death of friends or relatives not in the immediate family. If the employee has exhausted his person/business leave days, one day, not deductible from other leave, may be used for the death of friends or relatives not in the immediate family. Not more than two (2) staff members may be absent per building during the student instructional day without approval of the Supervisor.

C. Personal/Business Leave — Personal/business leave may be used subject to the following conditions and limitations:

1. Maximum of two (2) personal/business leave days may be granted per year.
2. Unused portions of personal/business days will be accumulated as sick leave at the end of each year.
3. Personal/business leave may be used only for situations which require the employee's attendance and cannot be scheduled around working hours. Recreational activities, marriage (of the employee), honeymoon, shopping, house hunting, social functions, vacation extensions, association business, job interviews, etc., are examples of activities for which the use of personal/business leave days are inappropriate. This will be acknowledged on forms provided by the employer certifying these days will not be used for the reasons stated above.
4. While no written reason is required for use of personal/business leave when the staff member feels the reasons are too personal to divulge, twenty-four (24) hour written notification (except in emergencies approved by the Supervisor) is required.



5. Personal/business leave may be granted on days immediately preceding or following holidays, vacation days, or week-ends contiguous to holidays or vacation days if approved by the Supervisor. Such written requests, however, must be submitted at least forty-eight (48) hours prior to the beginning of the requested leave and must contain the reason for the leave.
6. Abuse or falsification of business leave shall be considered just cause for discipline, demotion or termination.
7. In extraordinary circumstances, when no personal/business days are available, one (1) emergency leave with pay may be granted by the Supervisor subject to all of the above conditions for personal/business leave. The employee must specify the general reason on the request form.

D. Legal Leave — Legal leave may be used subject to the following conditions and limitations:

1. An employee, who is summoned or subpoenaed as prescribed by law, shall be entitled to legal leave for those dates indicated.
2. The employee shall provide the Supervisor written proof of the summons or subpoena and, upon return from legal leave, provide the Supervisor with satisfactory evidence as to the amount the employee was paid by the court.
3. The amount of compensation paid by the court (if any) shall be deducted from the employee's daily salary so that the net effect will be no loss of pay.
4. Legal leave is not applicable when the employee is under court order to appear in his/her own defense for a violation of the law and to which he/she pleads or is found guilty. In cases where "plea bargaining" or "out of court settlement" has left innocence or guilt unresolved in court, the Administration shall make a reasonable determination of availability of this leave. In cases where the employee is co-defendant with the District, leave may be granted as reasonable and necessary.

E. Association Leave — The Board shall authorize Association leave subject to the following provisions:

1. A maximum of six (6) days per year total will be allowed.
2. Forty-eight (48) hours advanced notification is required.
3. These days are non-cumulative and shall not be carried over into a succeeding school year.
4. May be utilized only by Association members who have been recommended by the Association president.
5. All leave under this Section shall require the written approval of the Supervisor. It is understood that these days will be approved unless the Supervisor determines that the requested day(s) would interfere with the employee's ability to fulfill his/her responsibilities in certain required functions such as parent conferences, professional development days, etc.

6. The Association will reimburse the District for an amount equal to the daily teacher substitute rate for each Association leave day utilized.

F. Adoption Leave — Leave for the purpose of adoption may be used subject to the following:

1. An employee who is in the process of adopting a child shall be entitled to adoption leave under this Section.
2. The employee shall provide the Supervisor a written request at least 30 calendar days in advance of the anticipated beginning of the leave. The request must contain the beginning and ending dates of the leave.
3. The maximum number of days of the leave is 20 work days or the total number of sick leave days accrued at the beginning of the leave, whichever is less. For each day utilized of adoption leave, one accrued sick leave day will be deducted from the employee.
4. An employee may not utilize adoption leave more than once per school year.

## **SECTION 2: LEAVES WITHOUT PAY AND WITHOUT FRINGE BENEFITS**

Fringe benefits shall include: insurance and accumulation of experience on the salary scale, seniority, and sick leave.

Insurance benefits may be maintained at the employee's expense, subject to the Board's discretion and the conditions of the carrier.

- A. Anticipated Prolonged Disability Leave — Prolonged leave for disability that is anticipated to cause absence for five (5) or more consecutive work days is available to employees and will be handled through combinations of other leaves included within the Agreement.
- B. Child Care Leave — Child care leave may be available to all employees subject to the following conditions and limitations:
  1. Prolonged serious illness of a dependent child, immediate postnatal care, or adoption.
  2. Maximum leave is four (4) weeks. Absence required beyond four weeks may fall under Special Unpaid Leaves.
  3. Thirty (30) days written notification is required (except in emergencies).
  4. Employees who take child care leave contiguous to active employment or paid leave, shall not lose benefits.
- C. Sabbatical Leave — Upon completion of seven (7) years of continuous service with the Berrien Regional Education Service Agency, an employee may be granted sabbatical leave subject to the following conditions and limitations:
  1. Maximum sabbatical leave is one (1) contract year.

2. Written request must be made to the Director of Special Education as soon as reasonably possible, but no less than sixty (60) days prior to the start of leave, specifying the desired dates. Insofar as possible, the dates should conform with scheduled breaks in the school year.
3. An employee on leave under this Section shall notify the District in writing of his/her intent to return to work at least thirty (30) days prior to the scheduled expiration of the leave, or July 1, whichever is sooner. Failure to notify the District in writing by the required time lines, except in emergencies approved by the Administration, shall be deemed a voluntary resignation, and the employee shall lose all rights under this Agreement. In the case of tenured teachers, when no notice has been received from the employee, the District will send a notice by certified mail to their last known address, which will indicate that they shall have ten (10) calendar days to notify the District in writing of their intent to return to work. The notice will further state that failure to comply with the notification time lines shall be deemed a voluntary resignation.
4. Upon return from sabbatical leave, the employee shall be reinstated in his/her same position, or an equivalent one, if available, and if deemed qualified by the Board. If the leave is for fewer than sixty (60) school days, the employee will be reinstated to the same position. If the leave is for sixty (60) school days or more, the employee will be reinstated to the same position if vacant upon the receipt of the employee's notice of intent to return. If the same position is not vacant, the employee will be reinstated to a similar position, as determined by the Administration. A similar position, for the purposes of this Article, shall be defined as a position for which the employee meets the minimum legal certification requirements and Board qualifications, and which is compensated at the same rate as the original position. If neither the same, nor similar, position is available, the employee will be placed on layoff and subject to the layoff and recall provisions of this Agreement. Implementation of this Section shall be in compliance with the Michigan Teacher Tenure Act.

D. Special Unpaid Leave — Special unpaid leave for reasons other than those specifically provided in this Article may be granted subject to the following conditions and limitations:

1. Leave is solely upon the approval of the Director of Special Education. A clear reason for the leave request must be given. In no case shall leaves under this Section be granted for purposes of obtaining other employment (including self-employment).
2. Maximum leave is one (1) calendar year, except, by mutual agreement of both parties, the leave may be extended beyond the one (1) calendar year.
3. Written request must be made to the Director of Special Education as soon as reasonably possible, but no fewer than sixty (60) days prior to the start of leave, except in valid emergencies, specifying the desired dates. Insofar as possible, the dates should conform with the scheduled breaks in the school year.
4. Any day in excess of five (5) days within a twenty-four (24) month period shall break the continuity of employment for experience increase on the salary schedule for the next year.
5. An employee on leave under this Section shall notify the District in writing of his/her intent to return to work at least thirty (30) days prior to the scheduled expiration of the

leave, or July 1, whichever occurs sooner. Failure to notify the District in writing by the required time lines, except in emergencies approved by the Administration, shall be deemed a voluntary resignation, and the employee shall lose all rights under this Agreement. In the case of tenured teachers, when no notice has been received from the employee, the District will send a notice by certified mail to their last known address, which will indicate that they shall have ten (10) calendar days to notify the District in writing of their intent to return to work. The notice will further state that failure to comply with the notification time lines shall be deemed a voluntary resignation.

6. Upon return from special unpaid leave, the employee shall be reinstated in his/her same position, or an equivalent one, if available, and if deemed qualified by the Board. If the leave is for fewer than sixty (60) school days, the employee will be reinstated to the same position. If the leave is for sixty (60) school days or more, the employee will be reinstated to the same position if vacant upon the receipt of the employee's notice of intent to return. If the same position is not vacant, the employee will be reinstated to a similar position, as determined by the Administration. A similar position, for the purposes of this Article, shall be defined as a position for which the employee meets the minimum legal certification requirements and Board qualifications, and which is compensated at the same rate as the original position. If neither the same, nor similar, position is available, the employee will be placed on layoff and subject to the layoff and recall provisions of this Agreement. Implementation of this Section shall be in compliance with the Michigan Teacher Tenure Act.
7. If special unpaid leave is caused by a serious physical and/or personal disability of the employee himself or herself, the Board shall continue to pay negotiated insurance premiums until the third monthly payment has been made after the beginning date of the unpaid leave, after which, the employee shall have rights to coverage as allowed under Cobra. If the employee is on Long Term Disability (LTD), the Board shall continue to pay health and medical benefits up to nine (9) months.
8. Falsification of documents or failure to abide by a denial of request shall be just cause for discipline up to and including termination.

#### **ARTICLE VII — VALIDITY OF AGREEMENT**

If, during the life of this Agreement, any of the provisions contained herein are found to be invalid by operation of law by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

#### **ARTICLE VIII — AGREEMENT AS BOARD POLICY**

This Agreement shall supersede any rules, regulation or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual professional staff member contracts heretofore in effect.

## ARTICLE IX — GRIEVANCE PROCEDURE

### **SECTION 1:**

A grievance shall be defined as an alleged misapplication or misinterpretation of this Master Agreement or an action that violates the specific terms of this Agreement.

### **SECTION 2: FIRST STEP (Informal)**

A staff member who believes he/she has a grievance shall first discuss the matter with his/her Supervisor personally or accompanied by the Association representative within ten (10) school days after the occurrence of the event upon which the grievance is based. If a grievant could not have known these facts, such time limit is adjusted accordingly. The Supervisor must be made aware that the discussion involves a potential grievance. It shall be the objective of both parties to resolve the matter in this informal manner.

### **SECTION 3: SECOND STEP (Assistant Superintendent)**

Those grievances which have not been resolved informally in the first step shall be submitted in writing by the Association and/or staff member to the Assistant Superintendent for Administrative Services within ten (10) school days after the meeting with the Supervisor in the 1<sup>st</sup> step. A copy of the grievance shall go to the Superintendent. The Assistant Superintendent for Administrative Services shall schedule a conference with the grievant and an Association representative within ten (10) school days after receipt of the grievance. Within ten (10) school days after the conference, the Assistant Superintendent for Administrative Services shall respond in writing to the grieving party with his/her disposition of the grievance.

### **SECTION 4: THIRD STEP (Mediation)**

If the disposition of the grievance by the Assistant Superintendent for Administration Services is not satisfactory, the grievant shall have ten (10) school days from receipt of the Assistant Superintendent's disposition, to appeal the grievance to mediation by submitting a request to the Michigan Employment Relations Commission (MERC) with a copy to the Assistant Superintendent for Administrative Services. Such mediation shall be non-binding on either party and the Board shall incur no cost for any of the expenses incurred by the Mediator. By mutual agreement of both parties, the 3<sup>rd</sup> (mediation) step may be waived and the grievance may go from the 2<sup>nd</sup> step directly to the Board level step.

### **SECTION 5: FOURTH STEP (Board)**

If the recommended disposition of the grievance through mediation is not satisfactory, the grievant shall have ten (10) school days from the conclusion of the mediation session (or 3<sup>rd</sup> step if mediation is waived by mutual agreement) to appeal the grievance to the Board of Education. Within thirty (30) school days of the receipt of this appeal, the Board of Education shall hold a hearing of the matter and within ten (10) school days thereafter forward their disposition of the grievance in writing to the grievant.

### **SECTION 6: TIME LIMITS**

Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association. Failure of the employer to respond within the prescribed time limits shall automatically cause the grievance to be appealed to the next step.

**SECTION 7:** The presentation and discussions of grievances provided for in this Article shall take place at times which will not interfere with regular assigned duties.

**SECTION 8:** In the event grievances filed under this Article are not satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays Monday through Friday being as if they were school days in determining the time limits set forth above.

#### ARTICLE X — CONFERENCES

**SECTION 1:** Attendance by professional staff members at conferences is subject to the approval of the administration. Any such approval shall be only for conferences specifically concerning special education matters directly related to the employee's job responsibilities.

**SECTION 2:** Requests for approval to attend conferences should be submitted thirty-one (31) days in advance of conferences.

**SECTION 3:** Reimbursement, in a amount to be determined by the Director of Special Education, may be paid for attendance at such conferences to help offset some of the expenses. Employees will be advised at the time of their conference approval of the amount of the reimbursement to be paid by the Board.

#### ARTICLE XI — SCHOOL CALENDAR AND SCHOOL DAY

**SECTION 1:**

- A. Except as provided in B (below), the regular calendar year shall consist of one hundred seventy-seven (177) working days. (169 of these working days shall be instructional.)
- B. All new teachers to the District, who have not met the professional development day requirements, will complete the required work within the time constraints of the revised School Code and with no additional compensation beyond the current salary schedule.

**SECTION 2:** The working day shall be from 8:15 a.m. to 4:00 p.m., seven (7) hours and forty-five (45) minutes, or an equivalent number of hours per week as determined by the Board for all staff. The Association agrees that, as in the past, employees shall continue to serve the needs of students beyond the times designated above and also to attend staff meetings which extend beyond the end of the working day. If the meeting is to continue beyond the normal working day, prior notice of two (2) days will be given the staff members affected. The Director of Special Education or his Designate may excuse an employee from the attendance for just cause. Such excuse shall be in writing.

**SECTION 3:** All staff are entitled to a one-half (1/2) hour duty-free lunch each day except in extenuating circumstances. Lunch period time and/or duration changes may be given consideration with mutual consent of the administration and employee for those employees who offer, on a regular basis, direct educational and/or therapeutic services, but not diagnostic services, to children in local district classroom programs.

**SECTION 4:** All non-classroom employees will be dismissed one (1) hour early on the working day immediately preceding winter break, spring break, and Thanksgiving. Classroom staff will be dismissed when the students have boarded the buses.

**SECTION 5:** An employee may request work hours different than the normal working day during the regular 177 day work year by submitting a written request to the Director of Special Education or his/her Designate not less than twenty (20) calendar days in advance except in extenuating circumstances. No changes in work hours will be approved which would interfere with instructional time. The schedule change shall be for not less than

thirty (30) calendar days at a time. The change in scheduled work hours will be granted for approved graduate hours in special education and/or classes that are a part of course work contained within special education degree programs. Schedule changes for coaching may be approved at the discretion of the Director of Special Education or his/her Designate. Approval or denial of course work addressed herein shall not be subject to the grievance procedure, nor shall approval or denial of a requested change in work hours which is not required by this contract.

**SECTION 6:**

- A. All personnel will be required to make up days lost as a result of inclement weather, other acts of God, or circumstances beyond the District's control in excess of four (4).
- B. Inclement Weather Procedures - The Superintendent or his designate shall have the responsibility to close ISD programs and facilities due to weather. When the ISD is closed, all programs and facilities will be closed including Blossomland Learning Center, Lighthouse Education Center, Administrative Center, Truancy Academy and Juvenile Center. Staff are not to report, and will be required to make up days missed beyond four (4) (See Section 6 A).

**SECTION 7:** Hours of pupil instruction shall be from 8:30 a.m. - 3:15 p.m. each day and the total hours in a year shall not exceed 1140.

**ARTICLE XII — EMPLOYEE EVALUATION AND PERSONNEL FILE**

**SECTION 1:** Each employee who has been employed for at least three (3) consecutive years shall be evaluated at least once during every three (3) year period by the appropriate RESA administrator. New employees shall be evaluated at least annually by the appropriate RESA administrator during each of their probationary years of employment. The Administration reserves the right to evaluate any employee more frequently upon written notice at least thirty (30) days prior to the evaluation. Evaluations will be placed in the employee's personnel file. Tenured teacher evaluations will be completed no later than June 1<sup>st</sup> of the year in which the evaluation is done unless the evaluation requires an improvement plan, in which case it will be done no later than May 1<sup>st</sup>.

**SECTION 2:** A copy of the written evaluation shall be signed by both parties and a copy signed by the RESA administrator furnished to the employee within fifteen (15) working days. An employee may attach written objections to the evaluation to be placed in his/her personnel file. An employee may subsequently request a meeting with the Director of Special Education to explain such written objections to his/her evaluation. All employees will have a copy of the evaluation form in advance, and will be provided advance notice of the formal evaluation.

**SECTION 3:** Each employee shall have the right, generally no more frequently than twice annually, and upon written request to the Director of Human Resources or his/her designate, to review the contents of his/her own personnel file, except confidential material such as placement credentials. A representative of the Association may, at the employee's request, accompany the employee in this review. An employee may attach a written response to any material in the file. No adverse material will be put into the file without notification and the opportunity for the employee to attach a written response. The employee will be informed of the date, time, and place for the personnel file review, which must be performed in the presence of an administrator.

**SECTION 4:** It is understood that all employees and their performance are always subject to evaluation. It is further agreed that the employee has the right to see any written input into their evaluation from sources other than the RESA administrator.

## ARTICLE XIII — INSURANCE

**SECTION 1:** During the term of this agreement, except during any withholding of services, the Board shall purchase insurance coverage as follows:

A.S.R. Physicians Care POS 100 (\$0- Deductible, \$20 office visit/\$50 ER visit co-pays)  
Prescription card (\$10 generic/\$20 brand - retail and mail order)  
Negotiated Life \$50,000 (as per letter of understanding)  
LTD @ 66-2/3%  
Dental (100% - basic services; 75% - all other; \$2,000 - annual max.)  
Vision (100% - \$500 per 2-year period)

During the term of this agreement, employees who are not eligible for hospitalization coverage, or who choose not to take such coverage, may subscribe to the following option plan:

\$200 per month cash (TSA at employee option)  
LTD  
Life \$50,000  
Plus options which may include Dental and Vision

Employees selecting this option plan must take the cash (or TSA), LTD, and Life. The Board will pay up to \$350 per month for this option plan. When both spouses are employed by the Board, they shall be entitled to full coverage in one of their names, the other spouse being entitled for the option plan.

All employees will be able to elect to participate in the Sec. 125 Cafeteria Plan which shall include the medical reimbursement program.

It shall be the responsibility of the employee to be properly enrolled with the carrier. New employees shall be entitled to coverage when active service begins under this contract.

**SECTION 2:** Employees electing health coverage shall contribute \$85 per month for the period beginning July 1, 2009 and ending June 30, 2012.

**SECTION 3:** The Board shall purchase insurance coverage under this Article for each full-time staff member. Insurance coverage for employees working less than full-time but at least half-time, shall be pro-rated based upon the percentage of the normal work day or work year. Employees working less than half-time shall not be entitled to health insurance coverage.

**SECTION 4:** The Board shall maintain insurance coverage provided in this Article from July 1 through June 30 for all eligible employees provided the employee has completed his/her contractual work year. Should an employee complete his/her contractual work year and be covered through another employer prior to June 30, it shall be that employee's responsibility to so inform the Board so as to avoid unnecessary and redundant coverage. Any employee who has completed the entire school year, and, whose employment with the District terminates at the end of the school year, shall continue to receive insurance benefits under this Article through August 31 of the year in which their employment terminates.

**SECTION 5:** The surviving spouse and/or dependent children (as per the IRS definition) of a staff member who dies during the term of employment with the District shall receive all health and medical benefits (including dental and vision) which were in place at the time of death for one (1) calendar year.



The surviving spouse and/or dependent children of a staff member who dies during the term of employment with the District shall receive an amount equal to the number of unused sick leave days which were available for the staff member times 100% of their daily rate to a maximum of 90 days.

#### **ARTICLE XIV — PROFESSIONAL COMMUNICATIONS COMMITTEE**

**SECTION 1:** It is agreed between the parties that a professional communications committee be established. The membership shall consist of up to four (4) members of the administration selected by the Director of Special Education and up to four (4) members of this Association selected by the Association. Appropriate others may be included upon agreement of the Director of Special Education and the four (4) members selected by the Association. Meetings shall be scheduled every other month during the school year and chaired by the Director of Special Education. Special meetings for "ad hoc" purposes may be called by either party. An agenda will be exchanged by both parties at least five (5) working days prior to the meetings.

**SECTION 2:** The purpose of the communications committee is to take up for consideration matters related to any established practice rule, order, policy, or regulation affecting bargaining unit members' working conditions and the special education needs of children. From such meetings could come requests that the Board consider results of such meetings, but the parties agree that the Board reserves the right to make the final decisions. It is not the purpose of the communications committee to supplant the grievance procedure. Topics that relate to individuals or groups of staff and not to all staff should first be discussed with the immediate supervisor.

The Board and the Association agree that certain topics shall be discussed by this committee during the term of this Agreement:

- A. Review of current evaluation form for staff evaluation.
- B. School Calendar — Such calendar, however, must follow the "Coordinated Calendar" relative to winter and spring breaks.
- C. Snow Days — If the legislature determines that RESA's are required to make up snow days, it is agreed that the communications committee will discuss the effects on the employees subject to this contract.
- D. Communicable Disease Policy — The effect on staff of the Board's policy on communicable disease will be discussed for possible clarification.

#### **ARTICLE XV — LAYOFF AND RECALL**

**SECTION 1:** In the event that the Board decides, due to economic or other reason, that positions covered under this Agreement must be altered, reduced or eliminated, the Board shall determine the order of layoff subject to the procedures set forth in this Article. Positions to be eliminated shall be determined within program, type of service, or job classification.

**SECTION 2:** Layoff shall occur in the following order (priority ranked, "A" being first):

- A. Employees working in programs who do not meet the required standards for reimbursement in those programs.

- B. Probationary employees, providing there are non-probationary employees certificated (where required), fully state approved, and available to fulfill remaining positions. Probationary employees, providing there are other probationary employees who are certificated (where required), fully state approved, and available to fulfill remaining positions, shall be laid off in the following order (priority ranked, "1" being first):
  - 1. Employees on first year probation
  - 2. Employees on second year probation
  - 3. Employees on third year probation
  - 4. Employees on fourth year probation
- C. Non-probationary employees with temporary state approval providing there are employees with full state approval available to fulfill remaining positions.
- D. Employees with tenure and/or full state approval.

**SECTION 3:** If through employing the process in Section 2 of this Article the individual(s) to be laid off cannot be identified, the employees with least seniority shall be laid off first. Seniority shall be computed from the last date of hire and defined as continuous service in a position under this Agreement with the district. Approved unpaid leaves shall not be counted as service time, but do not break continuity. Seniority in the district shall include the time of service in the trainable mentally impaired program while the program was administered by the Niles and St. Joseph Public Schools. Seniority for part-time employees shall be prorated based upon the hours per year of full time equivalency for that position as follows:

0%	-	19%	=	0.0
20%	-	29%	=	0.25
30%	-	69%	=	0.5
70%	-	100%	=	1.0

The Administration shall annually, before November 1, provide the Association with an updated seniority list.

**SECTION 4:** If through employing the processes in Sections 2 and 3 of this Article, the individual(s) to be laid off cannot be identified, the Board shall apply the following criteria to determine those most qualified for available positions (priority ranked, "A" being first).

- A. Specific certification or full state approval required for position.
- B. Least number of areas identified as unsatisfactory in the individual's most recent formal evaluation.
- C. Most extensive and recent experience in performing the duties required for the position.
- D. The greatest number of semester hour credits earned after and beyond the BA that are relevant to the profession as determined by the administration.

The data upon which the above criteria are based shall be that contained in the personnel file fifteen (15) calendar days after the Board's action to eliminate positions. It shall be the responsibility of the employee to maintain current documentation of the above criteria in the personnel file.

**SECTION 5:** If positions become available, employees on layoff status shall be recalled in the following order (priority ranked "A" being first):

A. Step 1 — Certification/Tenure

1. Employees with tenure and full state approval for the position.
2. Non-probationary employees with full state approval for the position.
3. Probationary employees with full state approval for the position in the following order:
  - a. Employees on fourth year probation
  - b. Employees on third year probation
  - c. Employees on second year probation
  - d. Employees on first year probation
4. Employees with tenure and temporary state approval for the position.
5. Non-probationary employees with temporary state approval for the position.
6. Probationary employees with temporary state approval for the position in the following order:
  - a. Employees on fourth year probation
  - b. Employees on third year probation
  - c. Employees on second year probation
  - d. Employees on first year probation

B. Step 2 — Seniority

If through employing the Step 1 above, the individual(s) to be recalled cannot be identified, the employees with most seniority shall be recalled first.

C. Step 3 — Qualifications

If through employing Steps 1 and 2 above, the individual(s) to be recalled cannot be identified, the Board shall apply the following criteria to determine those most qualified for available positions (priority ranked, "1" being first).

1. Full state approval for the position(s).
2. Most extensive and recent experience in performing the duties required for the position(s).
3. Least number of areas identified as unsatisfactory in the individual's most recent formal evaluation.
4. The greatest number of semester hour credits earned after and beyond the BA that are relevant to the profession as determined by the administration.

The data upon which the above criteria are to be based shall be that contained in the personnel file fifteen (15) calendar days after notification of vacant position(s). It shall be the responsibility of the employee to maintain current documentation of the above criteria in his/her personnel file.

D. Return

Failure to return to work on the date scheduled or to respond to recall within ten (10) calendar days shall cause the employee to be moved to the bottom of the recall list. Employees refusing recall to a second position or failure to respond to such recall within ten (10) calendar days, shall be terminated. Employees signing a full-time contract with another employer or who have not been recalled within thirty-six (36) months from the date of layoff, shall be terminated and removed from the recall list. Notification shall be sent to the last employee address on file.

**SECTION 6:** Employees identified for layoff shall be notified in writing at least thirty (30) calendar days prior to the effective date of layoff.

**SECTION 7:** Employees identified for layoff shall have thirty (30) calendar days from the date of layoff notification to advise their immediate supervisor that they desire to be placed in another classification or program providing they have the then-present qualifications. To be eligible to be placed in a position held by a non-probationary employee, the employee shall have a minimum of one (1) school-year experience in performing the duties required for the position. Employee rights as delineated in this Article are for the purpose of maintaining employment with the district during a reduction in force and do not affect the transfer provision of this Agreement.

#### **ARTICLE XVI — TRANSFERS AND VACANCIES**

**SECTION 1:** A transfer is a move from one classification or position in the bargaining unit to another. After transfers are determined by management, the final opening shall be considered a vacancy.

**SECTION 2:** All vacancies will be posted in each building operated by the employer for a minimum of five (5) work days. Employees who are interested in applying for a vacancy shall complete a letter of interest and submit within the time indicated. Internal applicants shall be treated equitably with outside applicants.

**SECTION 3: SUMMER VACANCIES** — If a vacancy occurs during the summer, a copy of the posting shall also be sent to the Association President. When vacancies occur during the last two weeks before employees are scheduled to report, it is agreed that the Board will not be bound by the posting requirements.

#### **ARTICLE XVII — GENERAL**

**SECTION 1:** When a professional staff member is requested or required by the Board to provide his/her own transportation in the performance of his/her official duties, except travel identified below, he/she shall receive an allowance per mile equal to that allowed by the IRS on January 1 of each year of this Agreement or a Board authorized rate, whichever is higher.

A. Mileage allowance shall not be allowed for travel to and from work, i.e., from home to the individual's first work station, and from the individual's last work station to home. Exception to this shall be if the distance to the first work station or from the last work station and home exceeds fifteen (15) miles, in which case the excess mileage will be paid at the current rate. For those employees who reside outside the limits of Berrien County, "home" shall be interpreted to be "county line."

B. Excessive Mileage Allowance — Employees who drive "excessive mileage" required by the Board shall receive compensation at the end of the school year in the amount of \$100 subject to the following conditions:

1. "Excessive mileage" shall be defined as those annual reimbursable miles driven during a school year, not including any miles for travel to and from work, in excess of 6,000 miles.
2. To be eligible to receive the excessive mileage compensation, the employee must submit a written request to the business office no later than June 15 for that school year.
3. Mileage from home to the employee's first work station and mileage from the employee's last work station home may not be included in the computation of the "excessive mileage" provision of this section - even though some of this mileage (i.e.: those miles in excess of 15) is allowed for reimbursement during the regular school year.

**SECTION 2:** Professional staff members employed on a basis other than full-time shall receive such fringe benefits as provided in the Master Agreement on a pro rata basis. The exception to this shall be mileage which shall be provided at full rate. All others shall be provided for on a direct percentage of the portion of the normal work day, normal work week, or work year. Hourly benefits such as sick leave shall be prorated to the nearest half hour. Dollar benefits will be prorated to the exact percentage.

**SECTION 3:** If the Board has not received a signed individual contract prior to July 1, the Board shall notify the employee in writing that within five (5) days of proof of receipt of the letter, the position of that employee may be deemed vacant, posted, and filled.

**SECTION 4:** Notwithstanding all prior practices, this Agreement contains all obligations and restrictions imposed upon the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

**SECTION 5:** Reference in this Agreement to the term "Board" may also be interpreted to refer to the Superintendent or his designate.

**SECTION 6:** The Board agrees to maintain, at its expense and if such coverage is available, professional liability insurance coverage for the employees under this agreement. A copy of the liability portion of the policy shall be forwarded to the Association.

**SECTION 7:** The Board agrees to reimburse an employee the full replacement/repair costs, less insurance coverage, for prescription glasses, hearing aids, or prosthetic devices damaged or destroyed by student acts while engaging in the performance of his/her duties.

#### **SECTION 8 : WELLNESS PROGRAMS**

There may be a wellness committee comprised of three (3) administrators and one (1) employee chosen from and by the association to recommend to the Board wellness program activities for employees. Upon the Board's acceptance of the committee's recommendation, schedule adjustments of non-instructional time shall be allowed for participation in approved programs.

#### **SECTION 9 : EXTENDED-YEAR PROGRAMS**

Employees may be offered the opportunity to work additional days beyond the 177 day school year under the following conditions and limitations:

- A. Additional days to be made available shall be determined by the administration and shall minimally meet any state or federal requirements.

- B. For extended-year classroom programs, employees shall be given the opportunity to initially choose extended-year employment in blocks of time which equal at least two (2) or more consecutive weeks. By way of example, a person may elect 2, 3, 4, 5, 6, etc., weeks. For the purposes of determining weekly blocks, weeks which contain 3, 4, or 5 work days shall count as a full week. Once an employee has made his/her initial selection of the block of time they choose to work, they may select thereafter, single week time periods if the single week is either the week during which the 4th of July is celebrated and/or is one of the last two (2) weeks of the extended year program. Employees shall be paid only for days actually worked.
- C. Blocks of weeks shall be offered to employees for classroom assignments in the following order:
  - 1. Classroom staff who taught the program during the regular school year.
  - 2. Qualified certified special education bargaining unit members by seniority who taught in the same building in which the program was operated during the regular school year, if blocks of weeks are still available.
  - 3. All other certified qualified bargaining unit members by seniority.
- D. Separate contracts subject to the terms of the master agreement shall be signed for employment beyond the 177 day school year.
- E. Extended-year employment for non-instructional bargaining unit personnel may be made available in blocks of time other than those specified above.
- F. During extended-year employment, an employee will be granted a maximum sick leave of one (1) day in any 2-week block, and a specific reason must be provided. Personal leave days may be granted, with reason, by administrative approval. All employees shall have a satisfactory year-end evaluation as a condition of employment in an extended year program.

**SECTION 10:** All permanent substitute employees shall be paid in accordance with the following provisions:

- A. Each new permanent substitute employee shall be hired at the base (BA col., 0 exp.).
- B. Permanent substitute employees shall gain experience credit on a 2 for 1 basis. Specifically, one incremental step shall be granted for each two (2) consecutive years of employment with the Berrien Regional Education Service Agency.
- C. Permanent substitute employees shall remain on the 1st column (BA) and shall not gain college credit or degree enhancement as substitute employees.

**SECTION 11:** All employees are covered under the Berrien Regional Education Service Agency liability policy for the administration and/or failure to administer prescription drugs.

**SECTION 12:** The administration shall notify a staff member in writing a minimum of one (1) week prior to a permanent change of assignment unless extenuating circumstances preclude doing so. Both parties fully understand that circumstances may arise which impact advance notification and that the administration retains the right to make such changes when necessitated by these circumstances. It is also agreed and mutually understood that nothing contained in this section is subject to the grievance procedure.

**SECTION 13:** When staff are required to perform health-related services for students who are technologically dependent, the Administration will assure that appropriate training is provided and the employee's ability to

perform these procedures is evaluated by a licensed health care provider. It is also agreed that parent(s) of these students will be notified that these procedures may be performed by non-medical personnel who have been trained in the service. Direct communication will be provided between the bargaining unit member performing the school health services and the licensed health care provider. Furthermore, it is understood that all employees are covered under the District's liability policy and that the administration will forward to the Association president a copy of the policy. The Administration also agrees to forward to the Association president a copy of any district liability policy changes which may be made at a future time.

#### **SECTION 14: MENTORS**

- A. For the first three (3) years of his/her employment in a classroom teaching position, the teacher shall be assigned by the supervisor to a tenured teacher who will serve as a mentor. The mentor teacher's most recent evaluation shall have been satisfactory. Accepting the position of a mentor is voluntary. The mentor teacher shall assist the probationary teacher in achieving the goals of the probationary teacher's Individual Development Plan (IDP).
- B. Individuals who are interested in serving as a mentor teacher shall notify the building principal in writing at the beginning of the school year. Within the pool of qualified mentors, new teachers and mentors shall be matched within the same program and level as much as possible. A list of mentor assignments shall be submitted to the Human Resources Office as soon as available and a copy will be provided to the Association President. While every attempt will be made to limit mentoring assignments to one (1) probationary teacher, the District reserves the right to assign more than one (1) if the number of probationary teachers exceeds the number of potential mentor teachers. The District further reserves the right to utilize other professionals as mentors (i.e.: retired tenured teachers, university professors, etc.) to serve as mentors.
- C. The purpose of the mentor/new teacher match is to acclimate the new teacher and to provide necessary assistance toward the end of the quality instruction in a non-threatening and collegial fashion. As a result, both parties agree that the relationship will be confidential and the mentor shall not be a participant in the new teacher's evaluation. Neither the mentor nor the new teacher will be required to testify as a witness in any grievance or administrative hearing involving the professional competence of the mentor or new teacher. However, nothing herein excuses the mentor or new teacher from testifying or cooperating with an investigation of alleged criminal or illegal conduct.
- D. The supervisor will make 2 - (½ days) or equivalent per month available as release time for the mentor during the first year; 1 - (½) day or equivalent per month available release time during the second year; in order to allow the mentor teacher time to work with the probationary teacher in his/her assignment during the regular work day. During the third year, the supervisor may allow for some release time after discussion with the mentor teacher.
- E. The mentor teacher must complete the "Mentor Log" documenting the time spent with the probationary teacher, both in the classroom and outside the classroom. The Log will show the date, time spent mentoring, the goals or activities for that time, and will be initialed by the probationary teacher. In addition, the mentor shall submit a detailed written report to the supervisor at the end of the school year detailing the areas of focus and time spent.
- F. While Section 380.1526 of the Revised School Code requires the District to assign mentors for classroom teachers, nothing herein is intended to require or prohibit the District from assigning mentors to other professional staff (i.e.: psychologists, PT's, OT's, social workers, etc.). When the District assigns mentors to other professional personnel, compensation and release time will be the same as for mentor teachers.

- G. Mentors shall be compensated as follows:
  - \$400 for 1<sup>st</sup> year probationary teachers per mentee
  - \$300 for 2<sup>nd</sup> year probationary teachers per mentee
  - \$200 for 3<sup>rd</sup> year probationary teachers per mentee
- H. The following matters in this Section shall not be subject to the grievance procedure: (a) the assignment of mentors; (b) the matching of mentors and mentees; (c) the non-renewal of any mentor position; (d) the decision of a supervisor concerning release time during the 3<sup>rd</sup> year.

**SECTION 15:** Employees shall have the right to submit a written request for reimbursement for a portion of the costs of continuing education to the Director of Special Education or his/her designate. Reimbursement will be provided subject to the following procedures:

- A. All requests must be submitted to the Director of Special Education or his/her designate prior to enrollment in the course.
- B. Only graduate level courses approved in advance by the Director of Special Education or his/her designate and directly related to the employee's job responsibilities will be allowed.
- C. Employees whose positions require teaching certificates shall have completed the required hours for their "professional certificate" before consideration will be given to reimburse additional hours.
- D. Employees must provide evidence of a passing grade in order to be eligible for reimbursement.
- E. A maximum of four (4) hours of graduate credit will be eligible for reimbursement during any one 12-month period.
- F. Reimbursement for approved credit will be at 50% of the resident graduate rate per credit hour. This credit hour rate will be determined by computing the average resident graduate rate for the year of Western Michigan University, Michigan State University, Grand Valley State University, and Central Michigan University.
- G. Only approved graduate university hours will be authorized. Continuing education units will not be allowed for reimbursement under this Section.

#### **SECTION 16: MTTC REIMBURSEMENT**

The District will reimburse employees who take the Michigan Test for Teacher Certification (MTTC) and any subject area test required to obtain "Highly Qualified" status under NCLB. No teacher shall be assigned or transferred into a position for which he/she is not "Highly Qualified". *While no teacher will be required to be "Highly Qualified" for subject areas in which he/she does not currently teach, the District may change program designs which would require a teacher to obtain "Highly Qualified" status in another area in order to maintain their position.*



**SECTION 17: DISCIPLINE**

No non-probationary employee shall be disciplined, which shall include written and/or oral warnings or reprimands, suspensions, demotion and discharge without just cause. All employees shall be entitled to Association representation when the immediate results of an investigation are likely to result in disciplinary action. An employee may decline representation in writing which will preclude the waiver being challenged in any later proceeding.

**SECTION 18: ANNUITY PLAN**

The District shall participate in the West Michigan Benefits Consortium Section 403 (b) Tax-Sheltered Annuity Plan. The Board agrees that the following annuity vendors will be included in this Plan:

AIG/Valic	Ameriprise
Fidelity	Jackson National Life
The Legend Group	Life Insurance of SW Michigan
MEA-Financial Services	Midwest Capital Advisors
Plan Member	Waddell & Reed/Nationwide

**ARTICLE XVIII — DURATION**

This Agreement shall become effective retroactively as of the 1<sup>st</sup> day of July, 2009 (with the exception of the Insurance Benefits which will become effective October 1, 2009) and the terms and provisions thereof shall remain in full force and effect through the 30th day of June, 2012.

Either party may notify the other of its intention to renegotiate this Agreement in writing prior to April 1, 2012. Both parties agree to promptly begin to negotiate on or before April 15, following such notification.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Berrien Springs, Michigan on the 16<sup>th</sup> day of September, 2009.

Association: BERRIEN COUNTY INTERMEDIATE EDUCATION ASSOCIATION	Employer: BERRIEN COUNTY INTERMEDIATE SCHOOL DISTRICT
<i>Aaron Rubley</i> President — Aaron Rubley	<i>Sharon Kalling</i> President — Sharon Kalling
<i>Jan Chaudoir</i> Vice President — Jan Chaudoir	<i>Jeffrey Siegel</i> Superintendent — Jeffrey Siegel
<i>Michael Schroeder</i> MEA Chief Negotiator — Michael Schroeder	<i>Jim Palm</i> Chief Negotiator — Jim Palm

**ARTICLE XIX - SALARY SCHEDULE — 2009/10 & 2010/11**

**SECTION 1:** Salary schedule is as follows:

EXP	A	B	C	D	E
	BA	BA+15	MA/BA+45	MA+15	MA+30
0.0	\$42,895	\$43,863	\$45,797	\$47,096	\$48,726
0.5	\$43,316	\$44,336	\$46,343	\$47,703	\$49,416
1.0	\$43,735	\$44,806	\$46,889	\$48,308	\$50,104
1.5	\$44,156	\$45,274	\$47,436	\$48,913	\$50,990
2.0	\$44,577	\$45,745	\$47,983	\$49,518	\$51,484
2.5	\$44,998	\$46,216	\$48,531	\$50,124	\$52,174
3.0	\$45,420	\$46,687	\$49,076	\$50,727	\$52,863
3.5	\$45,840	\$47,158	\$49,623	\$51,336	\$53,552
4.0	\$46,262	\$47,627	\$50,168	\$51,940	\$54,241
4.5	\$46,683	\$48,098	\$50,716	\$52,543	\$54,930
5.0	\$47,104	\$48,569	\$51,262	\$53,150	\$55,622
5.5	\$47,526	\$49,040	\$51,809	\$53,756	\$56,310
6.0	\$47,945	\$49,508	\$52,355	\$54,360	\$57,001
6.5	\$48,366	\$49,977	\$52,902	\$54,967	\$57,689
7.0	\$48,788	\$50,448	\$53,448	\$55,572	\$58,380
7.5	\$49,208	\$50,921	\$53,995	\$56,176	\$59,256
8.0	\$49,629	\$51,391	\$54,541	\$56,781	\$59,758
8.5	\$50,051	\$51,860	\$55,088	\$57,173	\$60,448
9.0	\$50,472	\$52,332	\$55,634	\$57,992	\$61,137
9.5	\$50,892	\$52,803	\$56,181	\$58,597	\$61,826
10.0	\$51,312	\$53,271	\$56,727	\$59,203	\$62,517
10.5	\$51,733	\$53,742	\$57,274	\$59,809	\$63,204
11.0	\$52,154	\$54,213	\$57,819	\$60,413	\$63,895
11.5			\$58,366	\$61,020	\$64,585
12.0			\$58,914	\$61,625	\$65,274
12.5			\$59,459	\$62,229	\$65,964
13.0			\$60,006	\$62,837	\$66,653
13.5			\$60,552	\$63,440	\$67,343
14.0			\$61,098	\$64,046	\$68,031
17.0	\$700	\$700	\$800	\$900	\$1,000
20.0	\$1,000	\$1,000	\$1,100	\$1,200	\$1,300
25.0	\$1,200	\$1,200	\$1,300	\$1,400	\$1,500

Longevity amounts will be added to the top of the schedule for those with appropriate experience AND, for those with a minimum of 5 consecutive years of employment with the RESA. Any break in employment, including retirement or resignation, constitutes a break in service.

Column definition:

A = Acquired BA/BS/RN;

B = Acquired BA/BS/RN with 15 hours after and beyond the BA/BS/RN;

C = Acquired MA/MS or BA/BS/RN with 45 hours after and beyond BA/BS;

D = Both acquired MA/MS or higher degree AND BA/BS with 45 hours after and beyond the BA/BS;

E = Both acquired MA/MS or higher degree AND BA/BS with 60 hours after and beyond the BA/BS.

**ARTICLE XIX - SALARY SCHEDULE — 2011/12**

**SECTION 1:** Salary schedule is as follows:

EXP	A	B	C	D	E
	BA	BA+15	MA/BA+45	MA+15	MA+30
0.0	\$43,753	\$44,740	\$46,713	\$48,038	\$49,701
0.5	\$44,182	\$45,223	\$47,270	\$48,657	\$50,404
1.0	\$44,610	\$45,702	\$47,827	\$49,274	\$51,106
1.5	\$45,039	\$46,179	\$48,385	\$49,891	\$52,010
2.0	\$45,469	\$46,660	\$48,943	\$50,508	\$52,514
2.5	\$45,898	\$47,140	\$49,502	\$51,126	\$53,217
3.0	\$46,328	\$47,621	\$50,058	\$51,742	\$53,920
3.5	\$46,757	\$48,101	\$50,615	\$52,363	\$54,623
4.0	\$47,187	\$48,580	\$51,171	\$52,979	\$55,326
4.5	\$47,617	\$49,060	\$51,730	\$53,594	\$56,029
5.0	\$48,046	\$49,540	\$52,287	\$54,213	\$56,734
5.5	\$48,477	\$50,021	\$52,845	\$54,831	\$57,436
6.0	\$48,904	\$50,498	\$53,402	\$55,447	\$58,141
6.5	\$49,333	\$50,977	\$53,960	\$56,066	\$58,843
7.0	\$49,764	\$51,457	\$54,517	\$56,683	\$59,548
7.5	\$50,192	\$51,939	\$55,075	\$57,300	\$60,441
8.0	\$50,622	\$52,419	\$55,632	\$57,917	\$60,953
8.5	\$51,052	\$52,897	\$56,190	\$58,316	\$61,657
9.0	\$51,481	\$53,379	\$56,747	\$59,152	\$62,360
9.5	\$51,910	\$53,859	\$57,305	\$59,769	\$63,063
10.0	\$52,338	\$54,336	\$57,862	\$60,387	\$63,767
10.5	\$52,768	\$54,817	\$58,419	\$61,005	\$64,468
11.0	\$53,197	\$55,297	\$58,975	\$61,621	\$65,173
11.5			\$59,533	\$62,240	\$65,877
12.0			\$60,092	\$62,858	\$66,579
12.5			\$60,648	\$63,474	\$67,283
13.0			\$61,206	\$64,094	\$67,986
13.5			\$61,763	\$64,709	\$68,690
14.0			\$62,320	\$65,327	\$69,392
17.0	\$700	\$700	\$800	\$900	\$1,000
20.0	\$1,000	\$1,000	\$1,100	\$1,200	\$1,300
25.0	\$1,200	\$1,200	\$1,300	\$1,400	\$1,500

Longevity amounts will be added to the top of the schedule for those with appropriate experience AND, for those with a minimum of 5 consecutive years of employment with the RESA. Any break in employment, including retirement or resignation, constitutes a break in service.

Column definition:

A = Acquired BA/BS/RN;

B = Acquired BA/BS/RN with 15 hours after and beyond the BA/BS/RN;

C = Acquired MA/MS or BA/BS/RN with 45 hours after and beyond BA/BS;

D = Both acquired MA/MS or higher degree AND BA/BS with 45 hours after and beyond the BA/BS;

E = Both acquired MA/MS or higher degree AND BA/BS with 60 hours after and beyond the BA/BS.

**SECTION 2:** Year for year credit may, at the discretion of the Board, be given for appropriate professional experience outside the district as determined by the Board.

**SECTION 3:** The salary schedule set forth in Section I of this Article shall be the basic remuneration for the 177 full-time scheduled working days which compose the contractual work year. The contractual work year shall begin on the first scheduled working day for staff at the start of the regular school year as established in the school calendar. The salary schedule shall remain in effect through the day prior to the first scheduled working day of the succeeding regular school year. Employees contracted individually to work beyond the 177 days of the contractual work year shall be paid on a prorated amount based upon their daily rate under the salary schedule then in effect.

**SECTION 4:** College credit hours earned by an employee toward advancement or placement on the salary schedule may be term, semester, or a combination thereof, but these shall be equated to semester hours. All hours used for advancement or placement on the salary schedule must be relevant to one's professional functioning in education.

**SECTION 5:** Salary schedule adjustment based on experience or credit hour improvement shall be computed and applied twice per year on September 30<sup>th</sup> and January 31<sup>st</sup>. Experience adjustment shall be computed in no smaller unit than a half step. To qualify for a half step increment the employee shall have been continuously employed a minimum of eighty-five (85) working days within a contractual work year (170 working days for full step). For purposes of this section, "continuously employed" shall be interpreted to mean any period of time during which the District is paying the employee's salary, either in whole or in part. Sick bank days, if appropriate, will be added to the employee's accumulated sick leave, to determine total number of continuously employed work days. To qualify for credit hour improvement on the salary schedule, the course work must have been completed prior August 31<sup>st</sup> for the first semester adjustment or December 31<sup>st</sup> for the second semester adjustment, and an official copy of the transcript submitted to the Director for Human Resources within forty-five (45) days. Unpaid leave days and days of work as a substitute shall not be counted as days of employment under this Section. Unpaid leaves break the "continuity of employment."