

Master Agreement

between the

Berrien Springs Education Association

and the

Berrien Springs Board of Education

JULY 1, 2016 through June 30, 2021

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ARTICLE I - RECOGNITION

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

ARTICLE II - DEFINITIONS

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

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

- 3.1 Pursuant to the Michigan Public Employment Relations Act, the Board and the Association hereby agree that every employee of the Board for whom the Association has bargaining rights, shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other lawful concerted activities for mutual aid and protection or to refrain therefrom. Both the Board and the Association agree that neither shall discourage or encourage or deprive or coerce any teacher in the enjoyment of any rights conferred under PERA, or other laws of Michigan or the Constitution of Michigan and the United States. That neither will discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation in any lawful activities of the Association or his/her institution of any grievance, complaint or proceeding under this Agreement.
 - 3.1.1 The Association agrees to indemnify and hold harmless the Board of Education and its agents for errors and/or omissions made as a result of information provided by the bargaining unit member and/or the Association that is necessary for the implementation of this Article of Agreement. Further, the Association shall hold the Board harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agents for the purpose of complying with the provisions of this Article. In the event that this hold harmless provision shall be rendered void by court decision or interpretation of a court of competent jurisdiction, the provisions of this Article shall be immediately suspended as it relates to agency fee payers. Upon suspension, the parties shall meet to negotiate a successor article or agreement in compliance with the court's ruling or one permissible by law and agreeable to both parties.
- 3.2 Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The employer may take whatever action it deems necessary to comply with the requirements of the Americans with Disabilities Act or other laws or regulations, including the School Code.
- 3.3 A copy of the official agenda of the Board meetings shall be provided to the Association at the Superintendent's office prior to said meetings as shall open session minutes of the official public Board meetings.

- 3.4 Bargaining unit members shall have, upon reasonable request, the right to review the contents of their personnel files in accordance with the Bullard-Plawecki Right to Know Act and to have a representative of the Association accompany them in such review. In absence of a Freedom of Information Act request, other examination shall be limited to authorized supervisory and office personnel, except as otherwise legally required and except that a non bargaining unit member Association representative, Board Member or their attorney may review such files if they are relevant to specific contract administration issues and other administrative or legal proceedings. Except as provided by law or in language above, the Board shall not divulge any disciplinary record from a personnel file to a third party without notice to the bargaining unit member via certified mail or hand delivered notice with a signed receipt on or before the date of the disclosure to the third party. Such notice shall include the identity of the third party. Information regarding criminal investigations and grievance records shall be kept separate from the personnel file. The District shall follow appropriate due process.
- 3.5 The Board shall grant up to sixteen (16) days (minimum half-day increments) with pay per year (non accumulative) for Association business. No employee may use more than five (5) of the sixteen (16) days. The Association shall reimburse the Board for any substitute teacher costs relating to Association days and ORS required reimbursement for retirement.
- 3.6 The Board shall transmit to the Association President, on a monthly basis, notices of the following information concerning changes in the bargaining unit: changes in hours of work and all new hires.
- 3.7 Academic Freedom
- Both the employer and the Association are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint, and in which academic freedom for teacher and student is protected. Teachers shall work within their respective department or grade level to choose appropriate supplemental materials and methodology consistent with the educational goals and objectives of the district and within the constraints of the curriculum.
- 3.8 The Association shall have the right to use and/or have access to employer facilities and equipment, including, but not limited to, printers, iPads, Tablets, computers and related technology, fax, photocopiers and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the established fees of all materials and supplies incident to such use.

ARTICLE IV - RIGHTS OF THE BOARD

- 4.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Michigan and the United States except as limited by the terms of this contract, including the right:
- 4.1.1 to the executive management and administrative supervision of its employees;
- 4.1.2 to hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- 4.1.3 to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board; to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and use of teaching aids of every kind and nature, after having given due consideration to the recommendations of the professional staff of the school; and

4.1.4 to determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers with respect thereto, and non--teaching activities, and the terms and conditions of employment, all subject to the provisions of this contract.

4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this agreement.

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

ARTICLE V - TEACHING HOURS AND CLASS SIZE

5.1 The teacher's day for all teachers shall be seven hours and twenty minutes, including a duty free twenty five minute lunch period. The seven hours and twenty minutes shall cover the ten minute period preceding the start of the student day. The remainder of the elementary student's lunch period shall be for preparation and planning as well as when special teachers have assumed classroom responsibilities, provided specialists are employed by the Board. On Fridays and on days preceding holidays or vacations, teachers may leave at the close of the school day, if no student or parent has requested to confer with the teacher.

5.1.1 As a part of earning incentive-based pay and to promote improving the education process, teachers are strongly encouraged to attend five (5) school activities that are occasionally scheduled outside the normal school day. Teachers remain required to attend Open House/Back to School Night, Exhibition Night and Parent/Teacher Conferences, and those required activities are not considered part of the five (5) incentivized events.

5.1.2 Elementary Open House shall not be held prior to the first Wednesday of student instruction.

5.2 It is recognized that pupil-teacher ratio is an important aspect of an effective education program. The Board agrees to continue its effort to keep class sizes at an acceptable number taking into consideration the building facilities available, the availability of qualified teachers and the best interests of the pupils.

5.2.1 The normal teaching load shall be considered to be thirty (30) pupils per teacher in the elementary grades, middle school and senior high except that in grades K through 3 every effort will be made to limit this to twenty--five (25) pupils, taking into consideration the classrooms available for use, the number of pupils existing at the grade level concerned, as well as economic conditions of the school district. It is understood and agreed that economic conditions as determined by the Board of Education may dictate that class sizes and normal teaching loads as hereinafter specified may be exceeded. Prior to increasing class sizes and normal teaching loads due to economic considerations, the Board shall explore other reasonable alternatives and where the desired outcome can be achieved without adversely affecting the economic considerations and are permissible without violating other provisions of this collective bargaining agreement or others, then the other reasonable alternatives shall be implemented prior to exceeding class size and/or normal teaching loads. Traditionally, large group instruction, or experimental classes where teachers have voluntarily agreed to these larger groupings shall be acceptable.

- 5.2.2 The normal weekly teaching load shall be thirty (30) teaching periods in the middle school and the senior high school and five (5) preparation periods weekly in each case unless changed by mutual agreement between the Board and the Association. Except as noted in this section, no secondary teacher shall have more than four (4) different class preparations in one semester. Exceptions to this shall be allowed for Special Education classrooms. Overloads shall not be counted as preparations because they are voluntary and subject to additional compensation.
- 5.2.3 Use of common planning time shall be decided by grade/department level staff and principal.
- 5.3 Aides shall be hired to supervise playgrounds at the elementary schools.
- 5.4 Teachers of special subjects such as art, music and physical education shall be provided with relief and preparation time to the same extent as other teachers in the school system.
- 5.5 Teachers shall not be expected to teach more than the normal weekly teaching load.
- 5.5.1 If teachers are assigned to teach a class during their preparation/planning time for a period of more than ten (10) consecutive days they shall be compensated at their per diem rate for all such days.
- 5.5.2 If teachers are assigned as substitutes during their regular preparation/ planning time they shall be compensated in accordance with Article 12.8.
- 5.6 The district, administration and teaching staff are committed to the ongoing efforts of improving the education process of the Berrien Springs students. Due to the nature of schools extra time may need to occur outside the normal teaching day to accomplish school improvement goals, curriculum issues and other educational concerns.
- 5.6.1 Staff and school improvement guidelines may encompass the following:
- 5.6.1.1 The following activities may be involved in this process:
Grade level planning
Building level school improvement Curriculum study
Professional development Planning time
Building level meetings
AdvancEd planning and implementation.
- 5.6.1.2 Meetings for the above will generally be held immediately before or after school. Weekends, evenings and other non--traditional workdays will not be required of teachers for meetings.
- 5.7 Section 5.2 shall be reopened for negotiation in the event the Board restructures the educational program during the term of this agreement (e.g. change to trimesters, block scheduling).

ARTICLE VI - TEACHING CONDITIONS

- 6.1 In cases where educational practice and the recommendation of the staff indicates it to be desirable, students may be grouped in classes according to ability, with constant evaluation being made of the groupings so that no student is penalized by being placed or held in an inappropriate group.

- 6.2 Each teacher may use two (2) half-days during the school year for in-service activities. These shall be approved by the administration in advance.
- 6.3 Transfer to programs outside District: for travel requirements made by the Board, the reimbursement will be according to Board Policy.
- 6.4 All bargaining unit members shall be consulted prior to a position change so they have reasonable time (15 days) to prepare.
- 6.5 Breakfast Program
- Bargaining unit members shall not be required to supervise the district's breakfast program.
- 6.6 To the extent allowed by law, if an employee appears on a video recording, a copy of the video recording will not be provided to a third party without first notifying the employee and providing the employee with the opportunity to view the recording and receive a copy of the recording. No video of a bargaining unit member during instruction will be provided to a third party without written consent.
- 6.7 The Employer shall pay the entire cost of fingerprinting and criminal records checks for all bargaining unit members. This provision shall not apply to applicants for employment.
- 6.8 Professional Appearance: It is understood and agreed that acceptable professional appearance does not include:
- Blue Jeans - no denim colored blue jeans
 - T-Shirts
 - Shorts

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

ARTICLE VII-TEACHER QUALIFICATIONS

- 7.1 If no certified teacher is available, the hiring of a non-certified, non-endorsed individual or an individual with a vocational authorization for a teaching position shall follow all applicable state statutes in regard to such hiring. Such individuals shall be compensated in compliance with Schedule B.
- 7.2 The following extra-duty positions are tied to teaching positions: high school marching band and middle school marching band, high school and middle school performing choirs, vocalaires, assistant band director and yearbook. Extra duties will be paid through Schedule D.
- 7.3 In the event a student is enrolled in Berrien Springs Public Schools that is determined by the IEP or 504 Plan to have accommodation considered, the regular education classroom teacher shall be invited and shall attend the IEP/504 meetings to delineate the classroom teacher's functions and responsibilities with regard to the student while in that teacher's classroom. For any IEP/504, when necessary, a substitute teacher shall be provided for the regular education teacher to allow him/her to attend the IEP/504 meeting.

- 7.4 The Employer shall establish an LRE committee. The committee shall be empowered to receive, review and make recommendations regarding assistance desired in resolving problems arising out of the teacher's attempt to implement the least restrictive environment mandate.

The committee shall be comprised of five members; two appointed by the Association and two appointed by the Employer. The final member shall be appointed by mutual consent of the four appointees. The committee shall make recommendations regarding the assistance of teachers in resolving problems associated with the implementation of LRE and study and make recommendations concerning how the implementation of LRE can be improved. The Employer shall endeavor to implement the recommendations of the LRE committee wherever possible.

- 7.5 Bargaining unit members shall be granted reasonable leave time to take the test(s) of the Michigan test for teacher certification, or any such required test for certification, if such is scheduled during the contract day.
- 7.6 Professional development activities/training at the building or district level may be offered for state board approved SCECH's and/or DPPD credit and for certificate renewal, consistent with state law.

ARTICLE VIII - LEAVES OF ABSENCE

8.1 Sick Leave:

8.1.1 All teachers absent from duty due to personal illness shall be allowed ten (10) days per year accumulative to 105 days with full pay.

8.1.2 In the event of major illness or hospitalization (as distinguished from usual illnesses of a week or less in duration) in which absences are greater than sick leave which the teacher has accumulated, the teacher shall lose pay on a daily pro rata basis for days absent in excess of credit available.

8.1.3 Pursuant to the Family and Medical Leave Act of 1993, as amended, the Board and teachers shall abide by the provisions of the Act and shall provide leave for the following situations:
birth, adoption, or foster care placement or an employee's child;
serious health condition of an employee's spouse, child or parent;
the employee's own serious health condition;
qualifying military exigencies and military caregivers.

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

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

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

8.2 Disability Leave:

8.2.1 The Board shall grant to any teacher, on request, a leave of absence of up to one calendar year, renewable at the option of the Board for the purpose of disability. Fringe benefits shall cease unless

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

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

8.2.2 Adoption Leave

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

8.3 Other Leaves:

8.3.1 Absence because of death in the immediate family shall not be charged to sick leave. Immediate family shall include father, mother, father-in-law, mother-in-law, sister, brother, wife, husband, child, grandparent, grandchild, sister-in-law, or brother-in-law; or any dependent in the immediate household of the teacher. Leave should not exceed three (3) days but may be extended to five (5) days with the approval of administration.

8.3.2 Two (2) of the sick days per year specified in Article 10.1.1 may be used for personal leave by the teacher upon notification to the Superintendent or his/her designee at least forty eight (48) hours in advance when possible. Both of the two (2) personal days shall be subject to the conditions in paragraphs (a) and (c) below: and one (1) of the two (2) personal days shall be subject to the condition in paragraph (b) below:

- a) Principals need not grant more than six (6) requests on any given day on a system-wide basis.
- b) Personal days may be used for activities which cannot be scheduled outside the normal school hours and which requires the presence of the teacher.
- c) Personal days shall not be taken on days immediately before or after vacation or holiday periods, in-service days, during parent-teacher conferences nor on the first or last days of school.

- 8.3.3 Leaves for other reasons must be discussed in advance with the administration, and shall be granted without pay if the Board determines the leave will not adversely affect the school district or cause the school district to incur economic expense.
- 8.3.4 In accordance with Section 1235 of the Revised School Code, a teacher who has been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave of study for professional improvement not to exceed two (2) semesters at one time. Upon return from such leave he/she shall be restored to a position for which he/she is qualified. If no position is available, he/she shall be placed on a waiting list and offered the first position for which he/she is qualified which may become available. Refusal of a position offered shall relieve the Board of any further obligation to the teacher for offer of employment. Any period spent on such leave up to a total of one (1) year as a maximum, shall be treated as teaching service for the purpose of applying the salary schedule in effect at the time of reemployment.
- 8.3.5 Teachers shall be released for jury duty when called to serve, and shall be paid regular salary minus compensation received from the court, except that when, in the opinion of the Superintendent, the teacher's absence because of jury duty, will work a hardship and significantly impair the educational program, he/she (the Superintendent) may request of the court that the teacher be excused from jury duty, with the understanding that such excuse is at the discretion of the court.
- 8.3.6 A leave of absence shall be granted a teacher who is called to active duty by any branch of the Armed Forces of the United States. Reinstatement on completion of the mandatory service shall be without loss of salary increment credits.

ARTICLE IX - CONTINUITY OF OPERATIONS

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

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

9.2.1 1/2 days shall be made up as 1/2 days.

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

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

ARTICLE X - SENIORITY

10.1 Seniority shall commence with the earliest of the following dates: letter of intent, first day of work, date of individual contract, or Board action. Seniority shall continue to accrue without interruption unless the teacher resigns or is terminated. Teachers are responsible to provide the Board by no later than October 15 of each year, information concerning additional semester or quarter hours, degrees or certifications earned during the preceding year.

10.2 Any layoff shall automatically terminate the individual's employment contract and all benefits allowed.

10.3 If a teacher is recalled from layoff status, except as required by the Tenure Act, the teacher must accept the offer of recall by re-entering into an individual contract of employment with the Board of Education within twenty-one (21) calendar days of the date of personal notification of recall or mailing of the recall notification. If the teacher fails or refuses to do so, this shall constitute the teacher's resignation from his/her employment with the Board of Education and all seniority and job rights shall be lost.

ARTICLE XI - SCHOOL CALENDAR

11.1 For the term of this agreement, the school calendar shall be set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association, unless the deviation is necessary to satisfy state requirements regarding days or hours of pupil instruction and to receive full State aid. The deviation shall be negotiated. If the parties do not agree, the make-up day(s) will be added to the end of the calendar.

11.1.1 Teachers' classrooms will not be occupied by any program until five (5) school days after the close of school.

11.2 Teacher duty days shall be:

11.2.1 For the life of this agreement teacher duty days shall be 180 student days and 186 teacher days (1 comped), unless the mutually agreed upon calendar for a particular school year contains a different number of student days or teacher days, or unless otherwise required by law.

11.2.2 If any additional days are added to the calendar, each day will result in a .5% increase on all steps of the salary schedule (Schedule B).

11.3 The Board may institute two (2) half days of in-service session, or appropriate equivalency, for each building faculty during the school year. Planning for in-service activities is to be jointly determined by the Board and the Association. The school year is defined as the teacher duty days provided in the current school calendar.

ARTICLE XII - PROFESSIONAL COMPENSATION

- 12.1 Salaries for teachers covered by this Agreement are set forth in Schedule B. Per diem pay shall be calculated by dividing the teacher's annual base salary by 186.
- 12.2 Teachers newly employed shall be given full credit on the Salary Schedule set forth in Schedule B for outside teaching experience, which were completed after the teacher obtained provisional certification up to a maximum of six (6) levels. Such credit shall include full and partial years and including substitute positions under contract for one semester or longer. Audiologist, speech pathologist and teaching positions requiring speech pathologist certification shall be placed on the eleventh (11th) level, MA column. Audiologists, speech pathologists and teaching positions requiring speech pathologist certification employed prior to 2008-2009 who are not at least at the 11th level MA+15 will be placed on that step.
- 12.2.1 Teachers are entitled to notification of their salary and step level on or before the first paycheck of the school year.
- 12.3 Salary advancements, either through level increments or schedule improvements, are dependent upon satisfactory evaluation of previous assignments and are not to be considered automatic, provided the teacher has been notified, in writing, of the reasons for an ineffective evaluation and its implications not less than forty-five (45) duty days prior to the end of the school year, at which time the teacher will be re-evaluated at his request.
- 12.4 The Board of Education agrees to reimburse teachers for all expenses incurred due to Board-mandated or requested additional teacher training.
- 12.5 Part-time teachers who are employed less than 3/4 time shall receive pro-rata salary and full increment credits. Those who are employed 3/4 time or more shall receive pro-rata salary and full benefits, including increment credits and insurance.
- 12.6 Teachers who qualify to move from one schedule to another during the school year shall report this to the Superintendent in writing with a copy of the diploma or official transcript. Adjustments to a new schedule shall be made no later than twenty-one (21) calendar days following notification to the Superintendent, unless the adjustment is prohibited by law.
- 12.7 The salary of those individuals with extended school year and/or extended school day contracts shall be prorated as per the salary schedule for extra time worked. (All programs requiring extended school year and/or school day work schedules must be approved by the Superintendent).
- 12.8 Teachers asked by the Administration to substitute during conference periods shall be paid at the rate of \$25.00 per hour, payable on the regular payroll.
- 12.9 Continuing Education credits may be used for certification renewal to the extent allowed by state law including (SCECH's) and DPPD's, following the State of Michigan Guidelines.

ARTICLE XIII - MENTORS

- 13.1 For the first three (3) years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches, to one (1) or more master teachers, college professors, or retired master teachers who shall act as a mentor or mentors to the teacher. Bargaining unit members shall be considered for such assignments. Any bargaining unit member so selected may decline. Mentors shall assist the probationary employee

to achieve the goals of the probationer's individual development plan.

13.2 If a bargaining unit member is appointed as a mentor the following provisions shall apply:

13.2.1 Bargaining unit mentors shall not participate in the supervision of the probationer.

13.2.2 Where possible the bargaining unit mentor and the probationer shall be assigned common preparation time. The mentor and the probationer shall be allowed, upon request and with the permission of the administration of the probationer's building, time for observation and consultation purposes.

13.2.3 The parties shall reasonably avoid placing the mentor in a position of mistrust with the mentee.

13.2.4 Each mentor shall be compensated at the rate of 2% of the B.A. base each year of their service inclusive of training activities outside the work day or school year, not to exceed 5 days beyond the contract year.

13.2.5 At the request of the bargaining unit member or the probationer the mentor/mentee arrangement can be terminated and a new mentor assigned to the probationer.

ARTICLE XV - GRIEVANCE PROCEDURE

14.1 All communications regarding grievances shall be in writing.

14.2 A grievance shall be an alleged violation, misinterpretation, or misapplication of any of the provisions of the contract. The following matters shall not be the basis of any grievance filed under the provisions outlined in this article:

14.2.1 The termination of services of or failure to re-employ any probationary teacher whose performances were evaluated ineffective.

14.2.2 The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.

14.2.3 The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

14.2.4 It is expressly understood that the grievance shall not apply to specific cases of discharge or demotion under the tenure act.

14.2.5 The grievance procedure shall not apply to any dispute involving a prohibited subject of bargaining under the Public Employment Relations Act.

14.3 A grievance, to be considered, must be the subject of an informal meeting in accordance with Section 14.4 within twenty (20) days of the occurrence. If this requirement is not satisfied, the issue will be non-grievable. A teacher or the Association may file grievances subject to the terms of this agreement.

14.4 The first step of the grievance procedure shall be an informal meeting between the grievant(s), the Association and

the Board's representative. This meeting shall occur within the twenty (20) days mentioned in 14.3.

14.5 If the meeting at the informal level is with the building principal and if the parties cannot agree and resolve the issue, the grievance shall be filed, in writing, with the principal within five (5) days of the meeting held at the principal's level. The principal shall respond, in writing, to the grievance within five (5) days of receipt of the written grievance.

14.6 If the grievant(s) is still not satisfied with the response, the grievance shall be transmitted, in writing, within five (5) days, to the Superintendent of Schools. Upon receipt of the grievance, the Superintendent shall have seven (7) days to meet with the grievant(s) and discuss the grievance. The Superintendent shall, within five (5) days of the meeting at his/her level, respond, in writing, and give his disposition of the grievance to the grievant(s).

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

Written grievances as required herein shall contain the following:

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

14.7 If the grievant(s) is not satisfied with the response from the Superintendent, the grievance shall be transmitted, in writing, within five (5) days from the time the grievant(s) receives the Superintendent's response, to the Board of Education through its secretary.

14.8 Within twenty (20) days after receipt of the grievance, the Board shall pass upon it. The Board may hold a hearing thereon or prescribe such procedures as it may deem appropriate for consideration of the grievance, provided that in no event, except with the express written consent of the aggrieved party or parties, shall a final determination of the grievance be made by the Board more than thirty (30) days after its submission to the Board.

14.9 BINDING ARBITRATION

14.9.1 If the Association is not satisfied with the disposition of the grievance at the Board level, it may refer the matter for arbitration by providing the Board with written notice of intent to arbitrate within ten (10) days of the date of the Board's disposition. The parties shall have ten (10) days from the date of the notice of intent to arbitrate to mutually agree upon an arbitrator. If the parties do not mutually agree within that ten (10) day time period, the Association shall file its Demand to Arbitrate with the American Arbitration Association (AAA) within thirty (30) days of the date of the Board's disposition and the arbitrator shall be selected by the AAA in accordance with its rules.

14.9.2 Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

- 14.9.3 The decision of the arbitrator shall be final and conclusive and binding upon the employees, the Board and the BSEA; subject to the right of the Board or the BSEA to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- 14.9.4 Powers of the arbitrator are subject to the following limitations:
- 14.9.4.1 He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 14.9.4.2 He/she shall have no power to establish salary scales. He/she shall have no power to change any practice, policy or rule of the Board.
 - 14.9.4.3 He/she shall have no power to interpret state or federal law but must apply the law as it is written or interpreted by the courts.
 - 14.9.4.4 He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
- 14.9.5 After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
- 14.9.6 If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have jurisdiction to determine arbitrability. In the event that a case is appealed to the arbitrator in which he/she has no power to rule, it shall be referred back to the parties without decision or recommendations on its merits.
- 14.9.7 More than one (1) grievance may not be considered by the arbitrator at the same time except upon mutual express written consent.
- 14.9.8 The cost of the arbitrator shall be borne equally by the parties, except each party shall assume its own cost for representation including any expense of witnesses.
- 14.9.9 Should the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the Association fail to appeal a decision within the limits specified, the grievance shall not be processed.
- 14.9.10 All preparation, filing, presentation, or consideration of grievance shall be held at the times other than when a teacher or a participating Association representative are to be at his/her assigned duty station.
- 14.9.11 Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- 14.9.12 Grievance negotiations and arbitration matters shall be scheduled after the regular school day only. Under special Board consideration, a teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration at the request of the school Board or state labor mediation board shall be released from regular duties without loss of salary.
- 14.10 The specific time limits provided herein shall be strictly adhered to and enforced. Failure to abide by a time limit at

any level shall cause the waiver of further processing of the grievance. However, if time limit extensions are necessary, they shall be granted, in writing, by the party of whom such request is made.

ARTICLE XV - GENERAL PROVISIONS

- 15.1 Realization that discipline and supervision of pupils is necessary to the education program, each principal shall specify in a handbook provided to teachers at the beginning of the school year, a procedure for matters of student discipline and the handling of student discipline cases and shall discuss these matters carefully with the school faculty. The superintendent shall review such handbooks before approving them to make sure a uniform policy is being practiced by the system where desirable.
- 15.2 The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call no later than one hour before the start of their scheduled report time to report unavailability for work and shall be responsible for doing so. After the teacher has reported unavailability on a given day, the Board of Education has full responsibility for substitute teachers.
- 15.3 Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously.
- 15.4 The provisions of the Master Agreement may be rejected, modified or terminated pursuant to the emergency manager law.

ARTICLE XVI - TERMS AND LIMITATIONS OF THIS AGREEMENT

- 16.1 This Agreement shall be effective the date it is ratified by all parties and shall continue in effect until June 30, 2021, without change unless changes are approved by both parties.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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

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

I hereby certify that this contract was ratified by the Berrien Springs Education Association on June 22, 2016.

Sarah E. Parker

Sarah Parker, President

I hereby certify that this contract was ratified by the Board of Education of the Berrien Springs Public Schools at a board meeting held on June 23, 2016.

David Eichberg

David Eichberg, Superintendent of School

**2016-2017 School Year Calendar
185 Days for Staff and 180 Days for Students**

August 29-Sept. 1	M-Th	Professional Development Days
September 2-5	F, M	Labor Day Holiday, No School
September 6 Elementary	T	Classes Begin: Half Day for Mars & Sylvester Full Day for Middle & High School
November 4	F	End of 1 st Marking Period
November 9 November 10 November 11	W Th F	Full Day, PM Parent-Teacher Conferences Half Day for Students, Afternoon & PM Conferences Half Day for Students & Staff
November 23-25	W (1/2 Day), TH-F	Thanksgiving Holiday, No School
December 21-Jan 3	W-T	Winter Holiday Break, No School
January 4	W	Classes Resume
January 16 Day for Staff	M	No School for Students, Professional Development
January 24-25 January 26 January 27	T-W Th F	Full Days for Students, MS/HS Semester Exams Half Days for MS/HS Students, Teacher Record Day Half Day All Students, Teacher Record Day End of 2 nd Marking Period, End of 1 st Semester
March 29 March 30 March 31 Period	W Th F	Full Day, PM Parent-Teacher Conferences Half Day for Students, Afternoon & PM Conferences Half Day for Students & Staff, End of 3 rd Marking
April 3 – 7	M-F	Spring Break, No School
April 10	M	Classes Resume
April 14	F	Good Friday, Half Day for Students and Staff
May 29	M	Memorial Day, No School
June 4	S	Graduation
June 6	T	Full Day for Students, MS/HS Semester Exams
June 7-9	W-F	Half Days for Students, MS/HS Semester Exams
June 9	F	Last day of School, End of 4 th Marking Period, End of 2 nd Semester

SCHEDULE B
Berrien Springs Public Schools 2016-2021

STEP	AB	MA
1	37,890	39,747
2	39,390	41,247
3	40,890	42,747
4	42,390	44,247
5	43,890	45,747
6	45,390	47,247
7	46,890	48,747
8	48,390	50,247
9	49,890	51,747
10	51,390	53,247
11	52,890	54,747
12	54,390	56,247
13	55,890	57,747
14	57,390	59,247
15	58,890	60,747
16	60,390	62,247
17	61,890	63,747
18	63,390	65,247
19	64,890	66,747
20	66,390	68,247
21		69,747
22		71,247
23		72,747
24		74,247
25		75,747

Everyone on the Old AB and AB +20

Find the level closest to your current salary and move up one level.

Example: Old AB Schedule Step 1 \$37,645 closest salary on new schedule AB \$37,890, then move up one level to level 2 at AB \$39,390.

Example: Old ~~AB~~^{MA} Schedule Step 1 \$39,076 closest salary on new MA Schedule is \$39,747 and then move up one level to level 2 at MA \$41,247.

EMPLOYMENT BENEFIT PROVISIONS

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

- A. Each teacher employed ¾ time or more shall be eligible for either Plan A or Plan B as described below.

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

Insurance coverage terminates on August 31 for those teachers leaving the school system at the close of the school year.

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

PLAN A

HEALTH MESSA Choices II with \$500/\$1,000 in-network deductible
\$5/\$10/\$25 office visit/urgent care/ER visit
Saver RX

DENTAL

DELTA DENTAL 50/50/50 \$500

VISION VSP 1

LTD 66 2/3%, \$5,000 MAX, 90 CDMF

LIFE \$10,000 AD&D

PLAN B

DENTAL 75/75/50/50: \$500/1,000

VISION VSP 2

LTD SAME AS A

LIFE SAME AS A

Plan specifics may change with consent of the Association.

COST

Board shall pay 100% of the Plan B premium.

For teachers selecting Plan A, the Board's obligation to pay the health insurance portion of the Plan A costs shall be limited to the following amounts and the teacher shall pay any portion of the health insurance costs in excess of the following amounts through payroll deduction:

- Full Family \$16,751.23 per coverage year
- Individual and Spouse -\$12,845.04 per coverage year
- Single Subscriber-\$6,142.11 per coverage year

The aforementioned amounts shall be adjusted per the Publicly Funded Health Insurance Contribution Act to be consistent with the "caps" on Section 3 of that legislation. To determine the health insurance portion of the Plan A premium, the Board shall obtain from MESSA information needed to ascertain the Plan A premium and the premiums for the separate insurances which comprise Plan A. The Board shall also obtain quotes from MESSA regarding the insurance described in Plan A and Plan B to determine the premiums for that insurance if they were not purchased as part of a PAK. The Board shall have the discretion to provide teachers with the insurance with or without a PAK.

- B. Should a teacher not be eligible for health insurance under the plan provided by the Board at the fall enrollment time, but later becomes eligible he shall be enrolled when he notifies the Board of his later eligibility, provided that the notice given is within thirty (30) days of his becoming eligible. His eligibility for enrollment and the benefits available shall be the same as if the enrollment had taken place at the normal enrollment time.

Teachers who select MESSA PAK B shall be eligible for a cash option of \$5000, or as mutually agreed upon by the district and the association, per year through the section 125 plan outlined below provided they first present documented proof that he/she already receives health insurance in compliance with the Affordable Care Act .

- C. In the case of husband and wife both employed in the system, the person carrying the hospitalization insurance shall be at their option.
- D. All benefit premiums paid by the Board of Education shall be terminated not later than thirty (30) days following the termination of employment (whatever the reason) and further, all eligibility for participation in benefit programs by the spouse and/or dependents (present or future) shall be terminated simultaneously except for provisions of COBRA.
- E. Tax sheltered annuities shall be available at the teacher's expense.
- F. The Board of Education shall pay in full its obligation of the employee retirement contribution of all contracted salary earned.
- G. Section 125 Plan will be implemented as follows:

The Employer shall provide a cash option in lieu of health benefits. The cash option amount shall be as specified in the plan document.

The amount of the cash payment received may be applied by the teacher to a tax deferred annuity. To elect a tax—deferred annuity, the teacher shall enter into a salary reduction agreement.

The program will become effective January 1, 1996. Benefits currently being provided to teachers shall continue as currently provided.

All cost relating to the implementation and administration of benefits (\$400 per year plus \$1.50 per employee per year) for teachers under this program shall be borne by the Employer. The section 125 administration shall be provided by MESSA optional. The Employer shall enter into a MESSA

optional administrative services contract.

Furthermore, the employer shall provide a premium contribution plan. To elect a premium contribution plan in the amount per contract agreement, the teacher shall enter into a salary reduction agreement. The Board will make available a payroll deduction procedure for each teacher who selects a Long Term Care Program.

The current insurance language will be maintained for the 2016-2021 school years.

BERRIEN SPRINGS
SCHEDULE C
ATHLETIC SALARIES - 2016-2021

Experience Base Salary ASSIGNMENT		1	2	3	4	5	6
		\$37,890	\$39,390	\$40,890	\$42,390	\$43,890	\$45,390
FOOTBALL							
Varsity Head Coach	17%	\$6,441	\$6,696	\$6,951	\$7,206	\$7,461	\$7,716
Varsity Asst. Coach	12%	\$4,547	\$4,727	\$4,907	\$5,087	\$5,267	\$5,447
J.V. Head Coach	12%	\$4,547	\$4,727	\$4,907	\$5,087	\$5,267	\$5,447
J.V. Asst. Coach	10%	\$3,789	\$3,939	\$4,089	\$4,239	\$4,389	\$4,539
Freshman Coach	7%	\$2,652	\$2,757	\$2,862	\$2,967	\$3,072	\$3,177
CROSS COUNTRY							
Varsity Head Coach	12%	\$4,547	\$4,727	\$4,907	\$5,087	\$5,267	\$5,447
SOCCER COACH							
	12%	\$4,547	\$4,727	\$4,907	\$5,087	\$5,267	\$5,447
BASKETBALL							
Varsity Head Coach	17%	\$6,441	\$6,696	\$6,951	\$7,206	\$7,461	\$7,716
J.V. Coach	12%	\$4,547	\$4,727	\$4,907	\$5,087	\$5,267	\$5,447
Freshman Coach	11%	\$4,168	\$4,333	\$4,498	\$4,663	\$4,828	\$4,993
WRESTLING COACH							
Asst. Wrestling Coach	14%	\$5,305	\$5,515	\$5,725	\$5,935	\$6,145	\$6,355
	9%	\$3,410	\$3,545	\$3,680	\$3,815	\$3,950	\$4,085
VOLLEYBALL							
Varsity Head Coach	13%	\$4,926	\$5,121	\$5,316	\$5,511	\$5,706	\$5,901
J.V. Coach	9%	\$3,410	\$3,545	\$3,680	\$3,815	\$3,950	\$4,085
Freshman Coach	7%	\$2,652	\$2,757	\$2,862	\$2,967	\$3,072	\$3,177
FACULTY MANAGERS							
Fall Sports		(Paid	By Event)				
Winter Sports		"	"				
BASEBALL & SOFTBALL							
Varsity Head Coach	13%	\$4,926	\$5,121	\$5,316	\$5,511	\$5,706	\$5,901
J.V. Coach	9%	\$3,410	\$3,545	\$3,680	\$3,815	\$3,950	\$4,085
TRACK							
Varsity Head Coach	13%	\$4,926	\$5,121	\$5,316	\$5,511	\$5,706	\$5,901
J.V. Coach	9%	\$3,410	\$3,545	\$3,680	\$3,815	\$3,950	\$4,085
TENNIS COACH							
Varsity Head Coach	12%	\$4,547	\$4,727	\$4,907	\$5,087	\$5,267	\$5,447
J.V. Coach	8%	\$3,031	\$3,151	\$3,271	\$3,391	\$3,511	\$3,631
GOLF COACH							
	12%	\$4,547	\$4,727	\$4,907	\$5,087	\$5,267	\$5,447
COMPETITIVE CHEER							
	12%	\$4,547	\$4,727	\$4,907	\$5,087	\$5,267	\$5,447
FOOTBALL CHEER							
	4.5%	\$1,705	\$1,773	\$1,840	\$1,908	\$1,975	\$2,043
JV FOOTBALL CHEER (26 minimum required)							
	2.5%	\$947	\$985	\$1,022	\$1,060	\$1,097	\$1,135

BERRIEN SPRINGS
SCHEDULE C
EXTENDED SEASON RATES - 2016-2021

Experience		1	2	3	4	5	6
Base Salary		\$37,890	\$39,390	\$40,890	\$42,390	\$43,890	\$45,390
ASSIGNMENT							
FOOTBALL							
Varsity Head Coach	2%	\$758	\$788	\$818	\$848	\$878	\$908
Varsity Asst. Coach	1%	\$379	\$394	\$409	\$424	\$439	\$454
J.V. Head Coach	0%	\$0	\$0	\$0	\$0	\$0	\$0
J.V. Asst. Coach	0%	\$0	\$0	\$0	\$0	\$0	\$0
CROSS COUNTRY							
Varsity Head Coach	2%	\$758	\$788	\$818	\$848	\$878	\$908
SOCCER COACH							
	2%	\$758	\$788	\$818	\$848	\$878	\$908
BASKETBALL							
Varsity Head Coach	2%	\$758	\$788	\$818	\$848	\$878	\$908
J.V. Coach	0%	\$0	\$0	\$0	\$0	\$0	\$0
Freshman Coach	0%	\$0	\$0	\$0	\$0	\$0	\$0
WRESTLING COACH							
	2%	\$758	\$788	\$818	\$848	\$878	\$908
VOLLEYBALL							
Varsity Head Coach	2%	\$758	\$788	\$818	\$848	\$878	\$908
J.V. Coach	0%	\$0	\$0	\$0	\$0	\$0	\$0
BASEBALL & SOFTBALL							
Varsity Head Coach	2%	\$758	\$788	\$818	\$848	\$878	\$908
J.V. Coach	0%	\$0	\$0	\$0	\$0	\$0	\$0
TRACK							
Varsity Head Coach	2%	\$758	\$788	\$818	\$848	\$878	\$908
J.V. Coach	0%	\$0	\$0	\$0	\$0	\$0	\$0
TENNIS COACH							
Varsity Head Coach	2%	\$758	\$788	\$818	\$848	\$878	\$908
J.V. Coach	0%	\$0	\$0	\$0	\$0	\$0	\$0
GOLF COACH							
	2%	\$758	\$788	\$818	\$848	\$878	\$908
COMPETITIVE CHEER							
	2%	\$758	\$788	\$818	\$848	\$878	\$908

BERRIEN SPRINGS
SCHEDULE C
MIDDLE SCHOOL ATHLETIC SALARIES

2016-2021

Experience		1	2	3
Base Salary		\$37,890	\$39,390	\$40,890
ASSIGNMENT				
7TH GRADE FOOTBALL				
Head Coach	4%	\$1,516	\$1,576	\$1,636
Asst. Coach	4%	\$1,516	\$1,576	\$1,636
8TH GRADE FOOTBALL				
Head Coach	4%	\$1,516	\$1,576	\$1,636
Asst. Coach	4%	\$1,516	\$1,576	\$1,636
TRACK				
Head Coach	4%	\$1,516	\$1,576	\$1,636
CROSS COUNTRY				
Head Coach	4%	\$1,516	\$1,576	\$1,636
7TH GRADE BASKETBALL				
Head Coach	4%	\$1,516	\$1,576	\$1,636
8TH GRADE BASKETBALL				
Head Coach	4%	\$1,516	\$1,576	\$1,636
WRESTLING COACH				
Head Coach	4%	\$1,516	\$1,576	\$1,636
Asst. Coach	4%	\$1,516	\$1,576	\$1,636
7TH GRADE VOLLEYBALL				
Head Coach	4%	\$1,516	\$1,576	\$1,636
8TH GRADE VOLLEYBALL				
Head Coach	4%	\$1,516	\$1,576	\$1,636
"B" Team/Floaters will be paid \$9.50 per hour as needed.				

BERRIEN SPRINGS
SCHEDULE D
2016-2021

Experience		1	2	3	4	5	6
Base Salary		\$37,890	\$39,390	\$40,890	\$42,390	\$43,890	\$45,390
ASSIGNMENT							
HIGH SCHOOL							
9th Grade Advisor	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
10th Grade Advisor	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
Junior Co-sponsor	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
Senior Co-sponsor	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
Student Council	7%	\$2,652	\$2,757	\$2,862	\$2,967	\$3,072	\$3,177
National Honor Society	7%	\$2,652	\$2,757	\$2,862	\$2,967	\$3,072	\$3,177
Pom Pon Sponsor	6%	\$2,273	\$2,363	\$2,453	\$2,543	\$2,633	\$2,723
Yearbook Advisor	8%	\$3,031	\$3,151	\$3,271	\$3,391	\$3,511	\$3,631
Marching Band	15%	\$5,684	\$5,909	\$6,134	\$6,359	\$6,584	\$6,809
Play Director	9%	\$3,410	\$3,545	\$3,680	\$3,815	\$3,950	\$4,085
Ass't. Play Director	6%	\$2,273	\$2,363	\$2,453	\$2,543	\$2,633	\$2,723
H.S. Math Competition	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
H.S. Robotics	8%	\$3,031	\$3,151	\$3,271	\$3,391	\$3,511	\$3,631
Science Olympiad	5%	\$1,895	\$1,970	\$2,045	\$2,120	\$2,195	\$2,270
Quiz Bowl	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
Close Up	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
B.P.O.A.	6%	\$2,273	\$2,363	\$2,453	\$2,543	\$2,633	\$2,723
Vocal Director (HS & MS)	11%	\$4,168	\$4,333	\$4,498	\$4,663	\$4,828	\$4,993
Newspaper	6%	\$2,273	\$2,363	\$2,453	\$2,543	\$2,633	\$2,723
School Improvement Chair	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
International Club	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
MIDDLE SCHOOL							
Band Director	6%	\$2,273	\$2,363	\$2,453	\$2,543	\$2,633	\$2,723
Ass't. Band Director	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
Play Director	8%	\$3,031	\$3,151	\$3,271	\$3,391	\$3,511	\$3,631
Ass't. Play Director	5%	\$1,895	\$1,970	\$2,045	\$2,120	\$2,195	\$2,270
M.S. Math Competition	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
Student Senate Advisor	7%	\$2,652	\$2,757	\$2,862	\$2,967	\$3,072	\$3,177
Science Olympiad	5%	\$1,895	\$1,970	\$2,045	\$2,120	\$2,195	\$2,270
M.S. Spelling	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
School Improvement Chair	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816

SYLVESTER ELEMENTARY							
Volcalaires	7%	\$2,652	\$2,757	\$2,862	\$2,967	\$3,072	\$3,177
Student Council	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
Science Club	5%	\$1,895	\$1,970	\$2,045	\$2,120	\$2,195	\$2,270
Elementary Yearbook	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
Sylv Conflict Manager	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
School Improvement Chair	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816
MARS ELEMENTARY							
School Improvement Chair	4%	\$1,516	\$1,576	\$1,636	\$1,696	\$1,756	\$1,816

Advisor of the Yearbook to be paid \$13.50 per hour for summer effort, as provided in advance by the High School Principal, up to a yearly monetary total of 8%.

Co-op Coordinator to be paid per diem/per hour (for extra duty).

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

Letter of Agreement

Between the Berrien Springs Education Association

And the Berrien Springs Board of Education

For purposes of Article 1, Section 1.1 of the collective bargaining agreement, whether a teacher is an alternative education teacher excluded from the bargaining unit shall be based upon whether the facility where the teacher works is reported to the State of Michigan as an alternative education facility. However, if an alternative education teacher was included in the bargaining unit during the 2016-2021 school years, he/she shall continue to be a member of the bargaining unit.

Date: 7/25/16

Berrien Springs Education Association

By: Sarah E. Parker

Date: 7/25/16

Berrien Springs Public Schools

By: David Zickberg

