



TEACHERS' MASTER CONTRACT

2013-2016

"Together, challenging our children to succeed"

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BRIDGMAN PUBLIC SCHOOL DISTRICT

TEACHERS' MASTER CONTRACT

2013-2016

PREAMBLE

This Agreement is entered into this 25th day of March by and between the Board of Education of the Bridgman Public School District, hereinafter called the "Board", and the Bridgman 5-C Education Association, MEA/NEA, hereinafter called the "Association".

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

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

ARTICLE 1 - RECOGNITION

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

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

ARTICLE 2 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

Section 10: The Board agrees the provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, color, national origin, sex (including sexual orientation or transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information or any other legal protected category. It is

recognized that it is not improper to consider sex of an employee with a respect to a position for which sex is a bona fide occupational qualification because the position requires direct locker room supervision.

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

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

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

ARTICLE 3 - BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

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

- (A) to the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
- (B) to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
- (C) to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (D) to approve the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; and
- (E) to determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect hereto, and non-teaching activities, and the terms and conditions of employment.

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

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

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

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

ARTICLE 4 - TEACHERS' RIGHTS AND RESPONSIBILITIES

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

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

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

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

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

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

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

Section 8: Any case of assault upon a teacher shall be promptly reported to the administration. If a teacher is injured as a result of an assault, the administration will provide or arrange for first-aid treatment or, if necessary, call medical personnel on behalf of the teacher.

ARTICLE 5 - TEACHING HOURS

Section 1: The regular work day for all teachers shall cover a seven-and-one-half (7 1/2) hour time span. Teachers are expected to be accessible to students and parents in their classrooms, offices or assigned areas for a minimum of ten (10) minutes both prior to the start of the student school day and at the conclusion of the student school day. This will apply except for days on which necessary professional meetings are held. On Fridays and on days preceding holidays or vacations, teachers may leave at the close of the school day if no student or parent has requested a conference.

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

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

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

Section 3:

(A) The normal weekly teaching load shall include five (5) conference periods for full-time high school and middle school teachers. The length of the conference/preparation period shall be +/- 5 minutes of $1/x$ (x = periods in a day). A period shall be defined as the time dedicated to core courses in that building. Assignment to a supervised study period shall not be considered as conference/preparation time for the purpose of this Article.

(B) A conference/preparation period for elementary teachers shall be at least an average of thirty (30) minutes per day. This would include, but is not limited to, released time for such activities as physical education, music, etc.

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

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

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

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

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

Section 7: During parent-teacher conferences, teachers will be given release time equal to the time of the conferences if said conferences are scheduled beyond the regular workday. Parent-teacher conferences, if scheduled, will be held at least five (5) business days after the end of the marking period.

Section 8: Teachers, who voluntarily agree to teach an overload assignment in lieu of a preparation period, will be compensated at a rate as follows: Teacher's salary divided by number of students days divided by 420 minutes equals per minute calculation. Multiply amount per minute times number of minutes in period times number of student days. This assignment will be posted in accordance with Article 6, Section 1, and determined on a year-to-year basis with no more than four overload sections per year district-wide. If a teacher is currently assigned a section and an overload is required in the same course, that teacher shall have first choice in accepting the overload. If not accepted, the applying teacher with the most seniority who is highly qualified will be assigned the overload.

ARTICLE 6 - TEACHING VACANCIES AND PROMOTIONS

Section 1: Whenever any vacancy in a bargaining unit position in the District shall occur, the administration shall publicize same by giving written notice of such vacancy by appropriate posting in every school building, including posting of such notices on the bulletin boards in the respective teachers' workrooms. When vacancies occur when school is not in session, the President of the Association or his/her designee shall be notified of such vacancy by the district. In addition, the district shall notify all certified teachers by email. The Board reserves the right to fill such positions on a temporary or interim basis when warranted by conditions. Positions filled on an interim basis shall be declared vacant at the conclusion of the school year and shall be subject to application. All bargaining unit vacancies will be posted internally for four (4) school days when school is in session or five (5) business days when school is not in session before the vacancy can be posted externally.

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

ARTICLE 7 - ABSENCE WITHOUT LOSS OF PAY

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - UNPAID LEAVE OF ABSENCE

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

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

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

Section 3: Upon written request and Board approval, any teacher whose personal illness extends beyond accumulated sick leave days may be granted a leave of absence without pay not to exceed one (1) year. A teacher's return from leave shall be governed by the Tenure Act and/or the Family Medical Leave Act. Before the teacher returns from such leave, the Board may require a certificate of good physical and mental health from a properly licensed doctor. Salary increments shall not accrue.

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

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

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

Section 7: Administration of policy:

- (A) A record shall be kept for each employee of the Board on which there shall be a continued accounting of sick leave credit.
- (B) At the beginning of each year, a report shall be made to each employee of the Board indicating the amount of sick leave to his/her credit.
- (C) Holidays, vacations, or days when school is canceled because of circumstances beyond human control occurring during illness shall not be considered deductible from the employee's sick leave accumulation.

- (D) The question of employing a substitute or replacement for an absent employee has no relation to deductions made under this policy.
- (E) No payment under the sick leave policy shall be made beyond the date of resignation, death or retirement of an employee.
- (E) The daily deductions from the salary made under this policy shall be made by dividing the base salary by the number of work days indicated in the master contract.
- (G) Teachers will be notified immediately of any deductions in pay because of absence and will be given the reasons for such deductions.
- (H) Teachers may choose which paychecks, either their next succeeding or final check, from which such pay will be deducted.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1: Right to File

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

Section 2: Rights Under Law

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

Section 3: Individual Right

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

Section 4: Prior Adjudication

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

Section 5: Form of Grievance

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

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

Section 7: Procedure

The grievance procedure shall operate as follows:

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

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

Section 8: Powers of the Arbitrator

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

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

Section 9: Claims for Back Pay

- (A) All claims for back pay shall be limited to the amount of wages that the employee would otherwise have earned, less any interim earnings or unemployment compensation received by the grievant during the period for which back pay is claimed, together with interest at the statutory rate established for interest on judgment.
- (B) No decision in one case shall require a retroactive wage adjustment in any other case or for any other employee unless other cases are filed and pending on the representative case.
- (C) The Board will not be required to pay back wages for more than ten (10) days prior to the date a written grievance is filed, except that in the case of continuing violation, back wages will be limited to no more than one year prior to the date of filing the grievance.

Section 10: Failure of Appeal

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

Section 11: Time Limit

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

Section 12: Non-Grievable Items

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

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

Section 13: Location of Arbitration Hearings

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

ARTICLE 10 - PROFESSIONAL COMPENSATION AND METHODS AND PAYMENT

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

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

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

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

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

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

Section 5: Teachers terminating employment with the Bridgman Public School District shall be paid fully, in lump sum, all contractual monies due them. This payment will occur at the conclusion of the pay period immediately following their resignation.

Section 6: The Board shall assist teachers terminating employment to help them determine the proper procedure for recovering contributions made to the Michigan Public School Employees Retirement Fund.

Section 7: Teachers may elect to draw in a lump sum all monies earned, at the close of the academic school year. Said request must be made in writing prior to March 1. The monies shall be incorporated in the check which follows the first data processing payroll submittal date after the close of the school year.

Section 8: Compensation for the discharging of extra-curricular duties shall be paid in full at the conclusion of the activity in question.

Section 9: For the purpose of advancement on the salary schedule, semester hours granted beyond the Bachelor's and/or Master's Degree must be earned in graduate courses which are in a degree program in which the teacher is enrolled, graduate courses which are in the teacher's area of assignment, or other graduate courses which the Superintendent may approve. To advance from the "BA/BS" salary column to the "BA+15" salary column, only courses taken after the date the teacher acquired the bachelor's degree may be counted. To advance from the "MA/MS" salary column to the "MA+15", "MA+30", or "MA+45" salary column, only courses taken after the date the teacher acquired the master's degree may be counted.

Section 10: In the employment of teachers new to the Bridgman Public School District, outside teaching experience may be granted on the schedule up through eleven years on the BA and twelve years on MA.

Section 11: The salary of any teacher employed during mid-year or part-time shall be in direct proportion to the salary schedule.

Section 12: Advancement from one column of the salary schedule to another shall occur at the semester following completion and submission of evidence of the required amount of graduate work.

Section 13: Teachers attending professional meetings or conferences shall have prior approval of their building principal and Superintendent. Only those conference or meeting expenses approved by the building principal will be paid by the District. When mileage expenses are paid, the rate shall be at the current IRS rate per mile. Other expenses that may be paid with prior approval of the principal and Superintendent include conference registration fee and lodging and meals.

Section 14: Bargaining unit members shall be paid only actual mileage at the IRS current mileage rate for necessary travel during the instructional day at two or more buildings; i.e., Immanuel Lutheran building, the elementary school, the middle school building or the high school building. If, however, their teaching assignment is such that they have daily teaching responsibilities as defined above, they shall receive actual mileage as defined, plus a \$150.00 stipend.

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

All teachers who by definition are eligible for the \$150.00 stipend will receive same immediately following the regularly scheduled Board of Education meeting in June.

Section 15: Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for annuities, MESSA programs not fully Employer-paid, credit union, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

Section 16: Teachers asked to substitute on an individual class basis shall be paid at the rate of \$20 per class period. Payment made for substitution on an individual class basis shall be made as it accumulates.

**ARTICLE 11 - SCHOOL CALENDAR
BRIDGMAN PUBLIC SCHOOLS
2013-2014 School Year**

Month	Day	
August	28	Professional Development Day
	29	Teacher Preparation Day
September	2	Labor Day – No School for Students and Staff
	3	First Day of School PK-12 – ½ day of school
	11	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
October	9	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	18	Professional Development Day
November	1	End of First Marking Period
	6	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	11	BHS Parent Teacher Conferences (4-7 pm)
	12	RMS Parent Teacher Conferences (4-7 pm)
	13	BES Parent Teacher Conferences (4-7 pm)
	14	Half Day of School PK-12 - District Parent Teacher Conference (4-7 pm)
	15	Half Day of School PK-12 - District Parent Teacher Conferences (12-3 pm)
	27-29	Thanksgiving Recess – No School
December	11	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	23	Winter Break Begins – No School
January	6	School Resumes
	20	No School for Students and Staff
	21	HS Exams (1/2 day of school – grades 9-12)
	22	HS Exams (1/2 day of school – grades 9-12)
	23	HS Exams (1/2 day of school – grades 9-12)
		End of Second Marking Period
	24	Teacher Records Day – No School for Students
February	13	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	14	President’s Day – No School for Students and Staff
	17	President’s Day – No School for Students and Staff
March	4	Professional Development Day – ACT/MME (11 th graders take ACT)
	12	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	21	End of Third Marking Period
	24	BHS and RMS Parent Teacher Conferences (4-7 pm)
	25	BES Parent Teacher Conferences (4-7 pm)
	26	Half Day of School PK-12 - District Parent Teacher Conferences (4-7 pm)
	27	Half Day of School PK-12 - District Parent Teacher Conferences (12-3 pm)
	28	Spring Break Begins – No School
April	7	School Resumes
	17	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	18	Good Friday – No School for Student and Staff
May	7	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	26	Memorial Day – No School for Students and Staff
June	2	HS Exams (1/2 day of school – grades 9-11)
	3	HS Exams (1/2 day of school – grades 9-11)
	4	HS Exams (1/2 day of school – All Students) – Last Day of School
	5	Teachers Records Day – ½ day

- 176.5 teacher days, 170 student days
- PLEASE NOTE THE 2 HOUR EARLY DISMISSAL TIMES EACH MONTH IN BOLD PRINT
- Teacher orientation and in-services shall be planned cooperatively by the Administration and teaching staff.

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

**ARTICLE 11 - SCHOOL CALENDAR
BRIDGMAN PUBLIC SCHOOLS
2014-2015 School Year**

Month	Day	
August	27	Professional Development Day
	28	Teacher Preparation Day
September	1	Labor Day – No School for Students and Staff
	2	First Day of School PK-12 – ½ day of school
	10	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
October	8	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	17	Professional Development Day
	31	End of First Marking Period
November	5	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	10	BHS Parent Teacher Conferences (4-7 pm)
	11	RMS Parent Teacher Conferences (4-7 pm)
	12	BES Parent Teacher Conferences (4-7 pm)
	13	Half Day of School PK-12 District Parent Teacher Conference (4-7 pm)
	14	Half Day of School PK-12 District Parent Teacher Conferences (12-3 pm)
	26-28	Thanksgiving Recess – No School
December	10	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	22	Winter Break Begins – No School
January	5	School Resumes
	19	No School for Students and Staff
	20	HS Exams (1/2 day of school – grades 9-12)
	21	HS Exams (1/2 day of school – grades 9-12)
	22	HS Exams (1/2 day of school – grades 9-12)
		End of Second Marking Period
	23	Teacher Records Day – No School for Students
February	12	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	13	President’s Day – No School for Students and Staff
	16	President’s Day – No School for Students and Staff
March	3	Professional Development Day – ACT/MME (11 th graders take ACT)
	11	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	20	End of Third Marking Period
	23	BHS and RMS Parent Teacher Conferences (4-7 pm)
	24	BES Parent Teacher Conferences (4-7 pm)
	25	Half Day of School PK-12 District Parent Teacher Conferences (4-7 pm)
	26	Half Day of School PK-12 District Parent Teacher Conferences (12-3 pm)
	27	Spring Break Begins – No School
April	7	School Resumes
	16	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
May	6	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	25	Memorial Day – No School for Students and Staff
June	1	HS Exams (1/2 day of school – grades 9-11)
	2	HS Exams (1/2 day of school – grades 9-11)
	3	HS Exams (1/2 day of school – All Students) – Last Day of School
	4	Teachers Records Day – ½ day

1. 176.5 teacher days, 170 student days
2. PLEASE NOTE THE 2 HOUR EARLY DISMISSAL TIMES EACH MONTH IN BOLD PRINT
3. Teacher orientation and in-services shall be planned cooperatively by the Administration and teaching staff.

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

**ARTICLE 11 - SCHOOL CALENDAR
BRIDGMAN PUBLIC SCHOOLS
2015-2016 School Year**

Month	Day	
September	2	Professional Development Day
	3	Teacher Preparation Day
	7	Labor Day – No School for Students and Staff
	8	First Day of School PK-12 – ½ day of school
	23	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
October	15	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	16	Professional Development Day
November	6	End of First Marking Period
	11	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	16	BHS Parent Teacher Conferences (4-7 pm)
	17	RMS Parent Teacher Conferences (4-7 pm)
	18	BES Parent Teacher Conferences (4-7 pm)
	19	Half Day of School PK-12 District Parent Teacher Conference (4-7 pm)
	20	Half Day of School PK-12 District Parent Teacher Conferences (12-3 pm)
	25-27	Thanksgiving Recess – No School
December	9	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	21	Winter Break Begins – No School
January	4	School Resumes
	18	No School for Students and Staff
	26	HS Exams (1/2 day of school – grades 9-12)
	27	HS Exams (1/2 day of school – grades 9-12)
	28	HS Exams (1/2 day of school – grades 9-12)
		End of Second Marking Period
	29	Teacher Records Day – No School for Students
February	12	President’s Day – No School for Students and Staff
	15	President’s Day – No School for Students and Staff
	24	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
March	1	Professional Development Day – ACT/MME (11 th graders take ACT)
	16	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	24	End of Third Marking Period
	25	Good Friday – No School
	28	BHS and RMS Parent Teacher Conferences (4-7 pm)
	29	BES Parent Teacher Conferences (4-7 pm)
	30	Half Day of School PK-12 District Parent Teacher Conferences (4-7 pm)
	31	Half Day of School PK-12 District Parent Teacher Conferences (12-3 pm)
April	1	Spring Break Begins – No School
	11	School Resumes
	20	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
May	18	2 HOUR EARLY DISMISSAL PK-12 PLC DAY
	30	Memorial Day – No School for Students and Staff
June	6	HS Exams (1/2 day of school – grades 9-11)
	7	HS Exams (1/2 day of school – grades 9-11)
	8	HS Exams (1/2 day of school – All Students) – Last Day of School
	9	Teachers Records Day – ½ day

1. 176.5 teacher days, 170 student days
2. PLEASE NOTE THE 2 HOUR EARLY DISMISSAL TIMES EACH MONTH IN BOLD PRINT
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NOTE: The school district shall be entitled to reschedule any days/hours lost in the event schools are closed for reasons beyond the control of the school district which do not allow such days/hours to be counted as days/hours of student instruction. The rescheduling of such days/hours shall not entitle employees to additional compensation. Teachers will not be required to report on days/hours when schools are closed. Any days/hours which need to be made up will be added as an extension of the school year in June.

ARTICLE 12 – AGENCY SHOP

Section 1: Service Fees

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

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

Section 2: Objections Policy

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

Section 3: Dues Deductions

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

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

Section 5: Should any law be enacted that causes any term or terms of Article 12 of the collective bargaining agreement between the parties to result in a denial or loss of appropriations to the Employer or result in any penalty or other adverse financial consequence to amounts otherwise appropriated to the Employer (or that would be appropriated), such portion(s) of Article 12 shall immediately be nullified and inoperative but all other provisions or portions of Article 12 shall remain in full force and effect.

Should MERC, a court, or other administrative agency of competent jurisdiction find that such law is unconstitutional, illegal or otherwise unenforceable, then the portion that was nullified or found void would go back into full force and effect for the same period of time as the length of time remaining on the agreement when the language was nullified.

Section 6: The Association agrees, upon timely request, to defend Employer, its officers, agents or employees in any suit brought against all or any of them regarding the Employer's enforcement of the terms of this Agency Fee Agreement, and to indemnify Employer, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them arising out of the enforcement of this Agency Fee Agreement, provided, however, that:

- (A) Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the sole negligence, misfeasance or malfeasance of Employer, its officers, employees or agents,
- (B) The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with Employer; and
- (C) If Employer, its officers, agents or employees elect to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with Employer, does represent Employer, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense.

ARTICLE 13 - NEGOTIATIONS PROCEDURES

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

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

ARTICLE 14- NO STRIKE/NO LOCKOUT

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

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

ARTICLE 15 - MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Section 7: Instructional Council

- (A) The Instructional Council shall be comprised of:
- (B) Seven Subject Area Curriculum Leaders (SACL), one Media Specialist, at least one School Improvement leader from each building, one Technology Facilitator, one building administrator, one Director of Instruction, and one community leader.
- (C) Subject Area Curriculum Leaders (SACL) shall be selected bi-annually by a committee made up of the Director of Instruction, one building administrator, and three Association members named by the Association.
- (D) The Instructional Council shall serve in an advisory capacity only, by making recommendations to the Board of Education.
- (E) Meetings may be scheduled at times other than working hours.
- (F) The Council should meet each month of the school year except during the month of December.

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

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

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

- (A) Shall be a tenured teacher.
- (B) Whenever practical, shall work in the same building and have the same area of certification as the new teacher to whom he or she is assigned.
- (C) Will not be responsible for the evaluation of the new teacher to whom he or she is assigned and will not be required to participate in it.
- (D) Will not provide any documentation, any written or verbal statements or opinions or any other expressions of opinion or observation for the new teacher's personnel file or in any proceedings, hearing or meeting before the Board or its administration or in any grievance hearing or arbitration proceeding, regarding the instructional competency of the new teacher to whom he or she is assigned, unless allegations of misconduct of which the mentor teacher has knowledge are involved.
- (E) The mentor teacher will receive a \$500 stipend at the end of the school year upon successful completion of mentoring responsibilities.

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

Section 10: Those teachers who, prior to the last day of Semester I, submit a letter of intent to retire at the conclusion of the respective school year, will receive \$200 per year of Bridgman teaching experience added to their annual contracted salary beginning with the first pay period in February and continuing to the end of their contract.

ARTICLE 16 - DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by both parties with a majority vote of the membership of the Association and a majority vote of the Board and shall continue in effect until June 30, 2016, at which time it shall terminate, unless extended by written agreement of the parties. This Agreement shall be extended only by written mutual agreement. No terms of this Agreement shall be applied retroactively unless expressly stated otherwise in particular provision of this Agreement.

BRIDGMAN PUBLIC SCHOOLS ASSOCIATION

BRIDGMAN 5-C EDUCATION

By: _____
Eric Ramso, President

By: _____
Amy Cottingham, President

By: _____
JoAnn DeMeulenaere, Secretary

By: _____
Amy Knowlton, Secretary

Subscribed and sworn to before me this 25th day of March, 2013

Notary: Hether McIntyre

APPENDIX A

<p>2013-2014 SALARY (1.5% on Base from 2012-13 Salaries) No Steps</p>
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	BA/BS	BA+15	MA/MS	MA+15	MA+30	MA+45
0	36,766	38,163	39,980	41,795	43,614	45,432
1	38,434	39,980	41,795	43,614	45,432	47,245
2	39,980	41,795	43,614	45,432	47,245	49,067
3	41,795	43,614	45,432	47,245	49,067	50,882
4	43,614	45,432	47,245	49,067	50,882	52,699
5	45,432	47,245	49,067	50,882	52,699	54,518
6	47,245	49,067	50,882	52,699	54,518	56,333
7	49,067	50,882	52,699	54,518	56,333	58,150
8	50,882	52,699	54,518	56,333	58,150	59,965
9	52,699	54,518	56,333	58,150	59,965	61,783
10	54,518	56,333	58,150	59,965	61,783	63,601
11	56,333	58,150	59,965	61,783	63,601	65,419
12	58,150	59,965	61,783	63,601	65,419	67,236
13			63,601	65,419	67,236	69,053
14			65,419	67,236	69,053	70,871

<p>2014-2015 SALARY (1% on Base from 2013-14 Salaries) No Steps</p>
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	BA/BS	BA+15	MA/MS	MA+15	MA+30	MA+45
0	37,134	38,545	40,380	42,213	44,050	45,886
1	38,818	40,380	42,213	44,050	45,886	47,717
2	40,380	42,213	44,050	45,886	47,717	49,558
3	42,213	44,050	45,886	47,717	49,558	51,391
4	44,050	45,886	47,717	49,558	51,391	53,226
5	45,886	47,717	49,558	51,391	53,226	55,063
6	47,717	49,558	51,391	53,226	55,063	56,896
7	49,558	51,391	53,226	55,063	56,896	58,732
8	51,391	53,226	55,063	56,896	58,732	60,565
9	53,226	55,063	56,896	58,732	60,565	62,401
10	55,063	56,896	58,732	60,565	62,401	64,237
11	56,896	58,732	60,565	62,401	64,237	66,073
12	58,732	60,565	62,401	64,237	66,073	67,908
13			64,237	66,073	67,908	69,744
14			66,073	67,908	69,744	71,580

2015-2016 SALARY Steps Given 2015-16. No Percentage Raises

	BA/BS	BA+15	MA/MS	MA+15	MA+30	MA+45
0	37,134	38,545	40,380	42,213	44,050	45,886
1	38,818	40,380	42,213	44,050	45,886	47,717
2	40,380	42,213	44,050	45,886	47,717	49,558
3	42,213	44,050	45,886	47,717	49,558	51,391
4	44,050	45,886	47,717	49,558	51,391	53,226
5	45,886	47,717	49,558	51,391	53,226	55,063
6	47,717	49,558	51,391	53,226	55,063	56,896
7	49,558	51,391	53,226	55,063	56,896	58,732
8	51,391	53,226	55,063	56,896	58,732	60,565
9	53,226	55,063	56,896	58,732	60,565	62,401
10	55,063	56,896	58,732	60,565	62,401	64,237
11	56,896	58,732	60,565	62,401	64,237	66,073
12	58,732	60,565	62,401	64,237	66,073	67,908
13			64,237	66,073	67,908	69,744
14			66,073	67,908	69,744	71,580

APPENDIX B

FRINGE BENEFITS

Health Insurance

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

Upon application by the employee, the Board shall provide the following for a full twelve month period for the employee and his/her entire family and any other eligible dependents as defined by MESSA. With attainment of Medicare eligibility, either MESSA Choices II Plan 3R listed below or Limited Medicare Supplement and Medicare Part B premiums shall be paid on behalf of the employee, spouse and/or dependents eligible for Medicare. (Sponsored dependents shall be considered eligible dependents for health insurance).

All employees hired on or after July 1, 2013 will be afforded Plan A Option 1 or Plan B.

Effective January 1, 2014, all new employees hired on or after July 1, 2013 will be transferred to the Plan A Option 2 or Plan B.

Plan A (for those taking health insurance)

Health Option 1: MESSA Choices II Plan 3R, \$100/\$200 in-network deductible, \$250/\$500 out-of-network deductible, \$10/\$20 Rx, \$20 office visit, \$25 urgent care, \$50 emergency room co-pay XVA2 rider.

Health Option 2: MESSA ABC (account based choices) Plan 1, \$1250 single deductible/\$2,500 2 person or family deductible to be funded by the Board of Education, Saver RX Plan.

The Board of Education will contribute 50% of the Board paid deductible on January 2nd, and the remaining 50% on July 1st.

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

Vision: VSP-3

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

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

Plan B (for those not taking health insurance)

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

Vision: VSP-3

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

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

In addition, those selecting Plan B may select other available options under the current MESSA program, and/or a tax deferred annuity sponsored by MEA Financial Services or other company approved by the Board. The Board contribution toward the options and/or tax deferred annuity shall not exceed two hundred dollars (\$200) per month.

Effective July 1, 2013, the teacher shall be obligated to pay twenty percent (20%) of the MESSA Pak Plan A Premium (Choices II).

Effective January 1, 2014, the teacher shall be obligated to pay twenty percent (20%) of the MESSA Pak Plan A Premium Choices II or 20% of the MESSA ABC Plan 1 premium and 20% of the annual deductible funding for the ABC plan.

Effective July 1, 2014, the teacher shall be obligated to pay twenty-one percent (21%) of the MESSA Pak Plan A Premium Choices II or 21% of the MESSA ABC Plan 1 premium and 21% of the annual deductible funding for the ABC plan.

Effective July 1, 2015, the teacher shall be obligated to pay twenty-two percent (22%) of the MESSA Pak Plan A Premium Choices II or 22% of the MESSA ABC Plan 1 premium and 22% of the annual deductible funding for the ABC plan.

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

Each employee enrolled in Pak A Option 1 shall pay the composite premium rate. This composite rate shall be calculated after each open enrollment period and after each rate renewal based on the current existing census and premium rates.

Each employee enrolled in Pak A Option 2 shall pay the composite premium rate. This composite rate shall be calculated after each open enrollment period and after each rate renewal based on the current existing census and premium rates.

In the event the Board and Association are not able to agree upon a mutually acceptable salary reduction plan or if law prevents a teacher from using pretax dollars to pay his/her portion of the health insurance premium, that portion of the health insurance premium which is the obligation of the teacher shall be deducted from the teacher's salary.

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

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

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

General

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

APPENDIX C

EXTRACURRICULAR SALARIES

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

- (A) Percent of individual's salary schedule column step at the step determined by subsections B and C below.
- (B) Salary step of the individual's salary schedule column corresponding to the number of years experience of the individual in that activity:
- (C) Transfer into system only six (6) years' experience in said activity (Sixth Step).
- (D) Top at six (6) years of experience (Sixth Step) of the BA educational level column, at five (5) years of experience (Fifth Step) of the BA+15 educational level column, and four (4) years of experience (Fourth Step) of the MA educational level column.
- (E) Salaries of coaches and advisors who in 2010-11 were paid above the BA educational level column Step 6, the BA+15 educational level column Step 5, and the MA educational level column Step 4 are frozen at that salary until BA 6, BA+15, or MA 4 exceeds their 2010-2011 salaries.

NON-ATHLETIC EXTRACURRICULAR

- | | | |
|-----|--------------------------------------|---|
| 1. | High School Yearbook | |
| | a. (if part of a class) | 4.0% |
| | b. (if not part of a class) | 6.0% |
| 2. | Freshman Class Sponsor | 2.0% |
| 3. | Sophomore Class Sponsor | 2.0% |
| 4. | Junior Class Sponsor | 4.0% |
| 5. | Senior Class Sponsor | 3.0% |
| 6. | Plays and Musicals (per year) | |
| | a. One Director | 4.0% |
| | b. Two Directors | 7.0% (3.5%/director) |
| | c. Three Directors | 9.0% (3.0%/director) |
| | d. Four or more Directors | 10.0% (2.5%/director) |
| 7. | High School Student Senate | 3.0% |
| 8. | Middle School Student Council | 3.0% |
| 9. | Elementary School Student Council | 3.0% |
| 10. | Show Choir | 3.0% |
| 11. | Variety Show | 2.5% |
| 12. | High School Academic Challenge (2) | 2.0% each |
| 13. | Elem./Middle School Science Olympiad | 2.0% |
| 14. | D.E.C.A. | 2.0% |
| 15. | Interact | 2.0% |
| 16. | Bus Chaperones | \$20 per away game per teacher.
Teacher shall accompany to and from game. Payment shall be made at the conclusion of each athletic season. |
| 17. | Band | |
| | a. Band Activities | 6.0% |
| | b. Band Camp | 2.0% |
| | c. Summer Band | Instructor to be paid at \$15.00 per hour |

18.	High School Intramurals	2.5%
19.	High School Lunch Recreation	2.5%
20.	Sixth-Grade Outdoor Ed Camp	1.0% organizer
21.	Sixth-Grade Outdoor Ed Camp	1.0% chaperone
22.	Middle School Math Sponsor	3.0%
23.	Middle School Yearbook	2.0%
24.	BES Divorce Adjustment Activities	2.0%
25.	Middle School Play Director	2.0%
26.	Elementary/Middle School Literary Publication	3.0%
27.	National Honor Society	5.0%
28.	ALL CLUBS: (Sponsors must follow written procedures for becoming a recognized club.)	
	High School	2.0%
	Middle School	2.0%
	Elementary School	2.0%
29.	Instructional Council	
	Committee Members	\$200
	Subject Area Leaders	\$400
30.	RMS Chess Club	2%
31.	NCA Chairperson	
	Elementary School	2%
	Middle School	2%
	High School	2%
32.	BHS Foreign Language Club	2%

ATHLETIC EXTRACURRICULAR

1.	BOYS' FOOTBALL	
	a. Varsity Head Coach	14.5%
	b. Assistant Coach (3)	5% each
	c. Middle School Coach (2)	6.0% each
	Third Middle School Coach considered if numbers exceed 40	
2.	BOYS' BASKETBALL	
	a. Varsity Head Coach	15.5%
	b. JV Coach	10.0%
	c. Freshman Coach	8.5%
	d. Middle School Coach (2)	6.0%
3.	BOYS' BASEBALL	
	a. Varsity Head Coach	10.0%
	b. JV Coach	6.5%
4.	TRACK	
	a. High School Girls' Coach	10.0%
	b. High School Boys' Coach	10.0%
	c. Middle School Coach (2)	6.0% each
	Third Middle School Coach considered if numbers exceed 50	
5.	GOLF Coach	10.0%
6.	CROSS COUNTRY Coach	10.0%
7.	BOYS' WRESTLING	
	a. Varsity Head Coach	12.5%
	Assistant Coach considered if numbers exceed 18	6.5%
	b. Middle School Coach	3.0%
	Assistant Coach considered if numbers exceed 20	1.5%

8.	SWIMMING	
	a. Boys' Varsity Head Coach	12.5%
	b. Girls' Varsity Head Coach	12.5%
	c. Diving Coach, if needed	6.5%
9.	GIRLS' VOLLEYBALL	
	a. Varsity Head Coach	12.5%
	b. JV Coach	8.5%
	c. Freshman Coach	6.0%
	d. Middle School Coach (2)	6.0% each
10.	GIRLS' BASKETBALL	
	a. Varsity Head Coach	15.5%
	b. JV Coach	10.0%
	c. Middle School Coach (2)	6.0% each
11.	GIRLS' SOFTBALL	
	a. Varsity Head Coach	10.0%
	b. JV Coach	6.5%
12.	SOCCER	
	a. Varsity Head Coach	10.0%
	Assistant Coach considered if numbers exceed 18	6.5%
13.	CHEERLEADING	
	a. High School - Varsity Football	3.5%
	b. High School – Varsity Basketball	5.3%
	c. High School – JV Football	3.0%
	d. High School - JV Basketball	4.0%
	e. Middle School	4.0%
14.	POM PON SQUAD	4.5%
15.	TENNIS	
	a. Boys' Varsity Head Coach	10.0%
	b. Girls' Varsity Head Coach	10.0%

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

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

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

APPENDIX D

Re: 403 (b) regulations

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

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

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

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

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

