

6/30/97

# **MASTER AGREEMENT**

1994-95    1995-96    1996-97

between the

**BOARD OF EDUCATION of the BERRIEN COUNTY  
INTERMEDIATE SCHOOL DISTRICT**

and the

**BERRIEN COUNTY INTERMEDIATE  
EDUCATION ASSOCIATION**

*Berrien County Intermediate School District*

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## AGREEMENT

THIS AGREEMENT made and entered into this 1st day of September, 1994, by and between the BOARD OF EDUCATION of the BERRIEN COUNTY INTERMEDIATE SCHOOL DISTRICT, Berrien Springs, hereinafter referred to as the "Board," and the BERRIEN COUNTY INTERMEDIATE EDUCATION ASSOCIATION, hereinafter referred to as the "Association,"

WITNESSETH:

### ARTICLE I - PURPOSE AND INTENT

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

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

### ARTICLE II - RECOGNITION

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

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

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

### ARTICLE III - MANAGEMENT RIGHTS

**SECTION 1:** The Association recognizes that the Board has the authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and Constitution of the State of Michigan and of the United States provided that such shall be exercised by the Board in conformity with the provisions of this agreement, including for the purpose of illustration:

- A. To the executive management and administrative control of the school system and its properties and facilities and to determine the duties, responsibilities and assignments of its professional employees, including such activities as may affect their professional performances;

- B. To hire and evaluate all employees and subject to the provision of law, to determine their qualifications, and the condition for their continued employment, and to dismiss or demote nonprobationary employees for reasons of just and reasonable cause or to reduce staff when deemed necessary; and to promote and transfer all such employees;
- C. To establish courses of instruction, including special programs, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

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

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

#### **ARTICLE IV - ASSOCIATION RIGHTS**

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

- A. The Association shall have the right to use school equipment including regular typewriters, duplication equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable costs of all materials and supplies incident to such use.
- B. A bulletin board, or portion thereof, in each Intermediate School District owned facility shall be made available for the exclusive use of the Association.

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

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

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

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

**SECTION 6:** Dues Check Off

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

#### **ARTICLE V - PROBATION**

All employees, regardless of classification, shall be subject to a probationary period equivalent to that provided in the Michigan Teacher Tenure Act. The Board agrees that probationary employees shall not be dismissed or demoted for arbitrary or capricious reasons and shall be provided due process. Employees will be notified if they are to be given a third year of probation.



Probationary employees, whose contract will not be renewed for the following year, shall be notified by May 1.

## ARTICLE VI - LEAVES OF ABSENCE

### SECTION 1: Leaves with pay and fringe benefits.

- A. Sick Leave: Twelve (12) sick days per school year will be granted to each employee. New employees will be allocated six (6) days at the beginning of the school year and six (6) on the third Monday of January, providing they are in active service at each point. Unused sick days will accumulate to a maximum of 150 and may be used subject to the following conditions and limitations:
1. Illness or disability of the employee - all available.
  2. Serious illness or disability of employee's immediate family (present spouse, father, mother, brother, sister, children, step-children, grandparents) - maximum of four (4) days per incident. A maximum of four (4) days per incident for critical illness of any or all of the employee's grandchildren. An additional day per year may be granted for the life-threatening illness of other family members.
  3. Upon request by the Board, a professional staff member must submit a certificate from a medical doctor, not related to the professional staff member, that such professional staff member is physically or mentally able or unable to perform his assigned duties, to return from sick leave, or continue employment. If the Board requires a medical certificate to determine that a basis for sick leave exists, the Board will pay the cost unless it is determined that the employee abused sick leave.
  4. Sick leave benefits, if available, may be used (at the discretion of the employee), to augment benefits under Worker's Compensation or LTD so as to maintain the daily salary of the employee. Maximum leave is for one (1) calendar year, except that by mutual agreement of both parties it may be extended beyond the one (1) calendar year.
  5. Upon termination of employment from the district, one-third (1/3) of the accumulated unused sick leave of the employee shall be added to the sick bank. In no case will unused sick leave be compensated with pay.
  6. Written notice of any planned or prearranged use of sick leave shall be given to the Director of Special Education as soon as possible after the need becomes known and should, if possible, be arranged to coincide with the scheduled breaks in the school year.
  7. Any employee whose disability extends beyond his accumulated sick leave days may, with appropriate notice by the employee, be granted a leave of absence without pay until able to return to work as provided in SECTION 2, D. Failure of appropriate notice shall automatically cause the employee

to be placed on Unpaid Leave under SECTION 2, D for thirty (30) days with subsequent "termination" as specified in that SECTION if other arrangements are not made.

8. Sick Bank Provisions.

a. A bank of sick leave days shall be established through automatic contributions from each employee covered under this contract.

1) An automatic contribution of one (1) day per employee shall be made whenever the total days in the bank drop to twenty (20) days.

2) When days are deducted from those who have maximum accumulation, new days will not be credited to their personal accounts until the following school year.

b. Employees will receive sick bank days under the following conditions:

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

AND

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

c. Absence from work due to disability resulting from injury directly caused by the physical act of a student, and prior to the availability of Worker's Compensation benefits shall automatically be deducted from the sick bank. Injury must be caused without provocation of the employee and must be suffered while in the proper performance of his or her duties. The Supervisor must verify in writing the cause of the injury.

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

1. Maximum of five (5) days per incident for immediate family (present spouse, mother, father, children, brother and sister).

2. Maximum of three (3) days per incident for the former spouse when there are children from that former marriage, brother/sister-in-law, mother/father-in-law, grandparents, grandchildren, step-children.



3. Personal/business leave may be used, if available, for the death of friends or relatives not in the immediate family. If the employee has exhausted his person/business leave days, one day, not deductible from other leave, may be used for the death of friends or relatives not in the immediate family. Not more than two (2) staff members may be absent per building during the student instructional day without administrative approval.

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

1. Maximum of two (2) personal/business leave days may be granted per year.
2. Unused portions of personal/business days will be accumulated as sick leave at the end of each year.
3. Personal/business may be used only for situations which require the employee's attendance and cannot be scheduled around working hours. Recreational activities, marriage, honeymoon, shopping, house hunting, social functions, vacation extensions, association business, job interviews, etc., are examples of activities for which the use of personal/business days are inappropriate. This will be acknowledged on forms provided by the employer certifying these days will not be used for the reasons stated above.
4. While no written reason is required for use of personal/business days when the staff member feels the reasons are too personal to divulge, twenty-four (24) hour written notification (except in emergencies approved by the Director of Special Education) is required.
5. Personal/business days may be granted on days immediately preceding or following holidays, vacation days, or week-ends contiguous to holidays or vacation days if approved by the Director of Special Education. Such written requests, however, must be submitted at least forty-eight (48) hours prior to the beginning of the requested leave and must contain the reason for the leave.
6. Abuse or falsification of business leave shall be considered just cause for discipline, demotion or termination.
7. In extraordinary circumstances, when no personal/business days are available, one (1) emergency leave with pay may be granted by the Director of Special Education, or his Designate, subject to all of the above conditions for personal/business leave. The employee must specify the general reason on the request form.

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

**SECTION 2: Leaves without pay and without fringe benefits.**

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

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

A. Anticipated Prolonged Disability Leave: Prolonged leave for disability that is anticipated to cause absence for five (5) or more consecutive work days (such as scheduled surgery or confinement to home or hospital, including maternity) is available to employees subject to the following conditions and limitations:

1. Maximum leave is for six (6) months and renewable at the discretion of the Board upon request.
2. Written request must be made to the Director of Special Education at least sixty (60) days in advance, except in emergencies. Such request should contain the projected dates of absence and include from a physician statements of the employee's disability, that the employee is medically able to continue to work until the date requested, and a statement of the anticipated termination date based upon the employee's prospective ability to return to work. Insofar as possible, the leave should be scheduled on nonwork days or in conformance with scheduled breaks in the school year.

3. The Board reserves the right to require written verification from a physician regarding the employee's ability to continue in the employee's assigned duties or to return to work upon expiration of the leave. If the verification is to be done by the Board's physician, the Board shall bear the cost.
4. The employee should notify the Board of intent to return at least thirty (30) days in advance of the termination date. Notification shall include a physician's statement of ability to return to full-time work. Re-employment shall commence upon the date set by the Board at the time of granting, providing there is a position vacant and available for which the employee is deemed qualified as determined by the Board. If no position is available, the employee shall be subject to the layoff and recall provision of this Agreement. Failure to return from leave on the date requested shall be conclusively deemed a termination, unless mutually agreed upon prior to said date.
5. An employee may make written request to the Director of Special Education for extension of the leave due to the continued existence of the disability or early termination prior to the expiration date of the leave granted by the Board; however, the Board reserves the right and sole discretion to approve such requests on the basis of each individual case.
6. In lieu of the above provisions for anticipated prolonged disability leave, an employee shall have the option of using whatever sick leave benefits may be available for that employee, but only for the duration of the actual incapacity. It is expressly understood that this shall not include normal child care where the anticipated prolonged disability is related to pregnancy. An employee shall not be entitled to utilize an anticipated prolonged disability leave if the employee instead chooses to receive sick leave benefits for the anticipated prolonged disability.

**B. Child Care Leave:** Child care leave may be available to all employees subject to the following conditions and limitations:

1. Prolonged serious illness of a dependent child, immediate postnatal care, or adoption.
2. Maximum leave is four (4) weeks. Absence required beyond four weeks may fall under Special Unpaid Leaves.
3. Thirty (30) days written notification is required (except in emergencies).
4. Employees who take child care leave contiguous to active employment or paid leave, shall not lose benefits.

C. Sabbatical Leave: Upon completion of seven (7) years of continuous service with the Berrien County Intermediate School District, an employee may be granted sabbatical leave subject to the following conditions and limitations:

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

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

1. Leave is solely upon the approval of the Director of Special Education or his Designate. A clear reason for the leave request must be given. In no case shall leaves under this Section be granted for purposes of obtaining other employment (including self-employment).

2. Maximum leave is one (1) calendar year, except, by mutual agreement of both parties, the leave may be extended beyond the one (1) calendar year.
3. Written request must be made to the Director of Special Education, or his Designate, as soon as reasonably possible, but no fewer than sixty (60) days prior to the start of leave, except in valid emergencies, specifying the desired dates. Insofar as possible, the dates should conform with the scheduled breaks in the school year.
4. Any day in excess of five (5) days within a twenty-four (24) month period shall break the continuity of employment for experience increase on the salary schedule for the next year.
5. An employee on leave under this Section shall notify the District in writing of his/her intent to return to work at least thirty (30) days prior to the scheduled expiration of the leave, or July 1, whichever occurs sooner. Failure to notify the District in writing by the required timelines, except in emergencies approved by the Administration, shall be deemed a voluntary resignation, and the employee shall lose all rights under this Agreement. In the case of tenured teachers, when no notice has been received from the employee, the District will send a notice by certified mail to their last known address, which will indicate that they shall have ten (10) calendar days to notify the District in writing of their intent to return to work. The notice will further state that failure to comply with the notification timelines shall be deemed a voluntary resignation.
6. Upon return from special unpaid leave, the employee shall be reinstated in his/her same position, or an equivalent one, if available, and if deemed qualified by the Board. If the leave is for fewer than sixty (60) school days, the employee will be reinstated to the same position. If the leave is for sixty (60) school days or more, the employee will be reinstated to the same position if vacant upon the receipt of the employee's notice of intent to return. If the same position is not vacant, the employee will be reinstated to a similar position, as determined by the Administration. A similar position, for the purposes of this Article, shall be defined as a position for which the employee meets the minimum legal certification requirements and Board qualifications, and which is compensated at the same rate as the original position. If neither the same, nor similar, position is available, the employee will be placed on layoff and subject to the layoff and recall provisions of this Agreement. Implementation of this Section shall be in compliance with the Michigan Teacher Tenure Act.
7. If Special Unpaid Leave is caused by a serious physical and/or personal disability of the employee himself or herself, the Board shall continue to pay negotiated insurance premiums until the third monthly payment has been made after the beginning date of the Unpaid Leave, after which, the employee shall have rights to coverage as allowed under COBRA.



8. Falsification of documents or failure to abide by a denial of request shall be just cause for discipline up to and including termination.

#### **ARTICLE VII - VALIDITY OF AGREEMENT**

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

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

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

#### **ARTICLE IX - GRIEVANCE PROCEDURE**

**SECTION 1:** A grievance shall be defined as the alleged misapplication or misinterpretation of this Master Agreement or an action that violates the specific terms of this Agreement.

##### **SECTION 2: First Step**

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

##### **SECTION 3: Second Step**

Grievances not resolved informally in the First Step shall be submitted in writing by the Association and/or staff member to the Director of Special Education within twenty (20) school days after the occurrence of the event upon which the grievance is based. The Director of Special Education shall respond in writing to the grieving party within ten (10) school days of receipt of the grievance.



#### **SECTION 4: Third Step**

Those grievances which have not been resolved in the Second Step and are to be appealed to the Third Step shall be submitted in writing to the Superintendent within five (5) school days after delivery of the response of the Director of Special Education. The grievance shall be signed by the professional staff member who is filing the grievance and by the President of the Association or his/her Designate if and when the Association is also filing the grievance. The Superintendent, or someone by him designated, shall schedule a meeting (not necessarily meet) with the grievant and/or Association representative or representatives within ten (10) school days after receipt of the grievance to consider the grievance. The Superintendent shall give a written answer to the aggrieved professional staff member and/or his/her Association representative or representatives within five (5) school days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled, one (1) to be retained by the Association and one (1) by the Superintendent.

#### **SECTION 5: Fourth Step**

If the grievance has not been settled in the Third Step and if it is to be appealed to the Fourth Step, the grievant and/or his/her Association representative or representatives shall notify the Superintendent in writing within five (5) school days after receipt of the Superintendent's Third Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the Board, the grievant and/or the Association representative or representatives within thirty (30) school days after receipt by the Superintendent of the notice of desire to appeal. A written answer shall be given by the Board's representative within fifteen (15) school days after the date of the Fourth Step meeting.

**SECTION 6:** Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association. Failure of the Employer to respond within the prescribed contract time limits shall automatically cause the grievance to be appealed to the next step.

**SECTION 7:** The presentation and discussions of grievances provided for in this ARTICLE shall take place outside of the regular school hours, except during the first three (3) steps of this procedure (SECTIONS 2, 3, and 4 of this ARTICLE) which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties.

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

### **ARTICLE X - CONFERENCES**

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

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

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

## **ARTICLE XI - SCHOOL CALENDAR AND SCHOOL DAY**

### **SECTION 1:**

- A.** Except as provided in **B** (below) the regular calendar year shall consist of one hundred eighty-seven (187) working days. No more than 180 of these working days shall be instructional.
- B.** During their first three (3) years of employment of a new classroom teacher, the District will provide professional development to meet the minimum 15 day requirement. The Administration will schedule these days in advance, but no later than September 30th of the school year. The total days of employment for new classroom teachers will not exceed 190 per school year. The salary schedule includes all compensation for these days and no additional funds will be provided.

**SECTION 2:** The working day shall be 8:30 a.m. to 4:00 p.m. for all employees or an equivalent number of work hours as determined by the Board for all staff assigned to Intermediate School District operated classroom programs. The Association agrees that, as in the past, employees shall continue to serve the needs of students beyond the times designated above and also to attend staff meetings which extend beyond the end of the working day. If the meeting is to continue beyond the normal working day, prior notice of two (2) days will be given the staff members affected. The Director of Special Education or his Designate may excuse an employee from the attendance for just cause. Such excuse shall be in writing.

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

**SECTION 4:** An employee may request work hours different than the normal working day during the regular 187 day work year by submitting a written request to the Director of Special Education or his Designate not less than twenty (20) calendar days in advance except in extenuating circumstances. No changes in work hours will be approved which would interfere with instructional time. The schedule change shall be for not less than thirty (30) calendar days at a time. The change in scheduled work hours will be granted for approved graduate hours in special education and/or classes that are a part of course work contained within special education degree programs. Schedule changes for coaching may be approved at the discretion of the Director of Special Education or his Designate. Approval or denial of course work addressed herein shall

not be subject to the grievance procedure, nor shall approval or denial of a requested change in work hours which is not required by this contract.

#### **SECTION 5:**

- A.** All personnel, when required by law, or by Department of Education regulations to prevent losing State Aid, may be required by the Employer to make up student instruction days lost because students were not served.
- B.** If personnel reported to work on days which were not counted for State Aid reimbursement, and if those days must be made up, personnel shall be compensated at the full daily rate for each additional day necessary.
- C.** Inclement weather procedures will remain per current practice. Any changes will be considered by the professional communications committee and the committee's recommendation will be considered by the Board before a change is implemented.

**SECTION 6:** Beginning with the 1995-96 school year, hours of pupil instruction will meet the 990 hours per year as required. It is agreed that there will be no reduction of student hours below what was provided during the 1994-95 school year. It is further understood that the salary schedule in effect incorporates all compensation for any programs which may have to increase the number of instructional hours. Any increase in instructional time will not increase the work day or work year.

### **ARTICLE XII - EMPLOYEE EVALUATION AND PERSONNEL FILE**

**SECTION 1:** Each employee who has been employed for at least three (3) consecutive years shall be evaluated at least once during every three (3) year period by the immediate supervisor. New employees shall be evaluated at least annually during each of their first two (2) years of employment. The Administration reserves the right to evaluate any employee more frequently upon written notice at least thirty (30) days prior to the evaluation. Evaluations will be placed in the employee's personnel file.

**SECTION 2:** A copy of the written evaluation shall be signed by both parties and a copy signed by the supervising administrator furnished to the employee within fifteen (15) working days. An employee may attach written objectives to the evaluation to be placed in his/her personnel file. An employee may subsequently request a meeting with the Director of Special Education to explain such written objections to his/her evaluation.

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

## ARTICLE XIII - INSURANCE

**SECTION 1:** During the term of this Agreement, except during any withholding of services, the Board shall purchase insurance coverage as follows: SET ULTRA MED HEALTH (\$50/\$100 deductible); negotiated life of \$20,000; 60% LTD; SET ULTRA DENT (60%-60%-60%); SET ULTRA VISION (Max. reimbursement: exams - \$75.00; frames - \$80.00; regular lenses - \$100.00; bi-focal - \$115.00; tri-focal - \$140.00; lenticular - \$170.00; contacts - \$237.00) to be allowed during the 1992/93 year and every other year thereafter; and prescription card (\$2.00 co-pay) to meet the requirements of each employee. Employees shall not be entitled to hospitalization coverage through the Board when substantially equivalent coverage is available through other employment or relative. Employees who are not eligible for hospitalization coverage, or who choose not to take such coverage, may subscribe to the following option plan: \$135.00 per month tax shelter annuity and long term disability (required), plus options to include SET ULTRA DENT (60%-60%-60%), SET ULTRA-VISION (as described above); \$20,000 negotiated life, \$2.00 prescription card. Employees electing this option plan must take the TSA and LTD. The Board will pay up to \$175.00 per month for the option plan. When both spouses are employed by the Board, they shall be entitled to full coverage in one of their names, the other spouse being then eligible for the option plan. It shall be the responsibility of the employee to be properly enrolled with the carrier. New employees shall be entitled to coverage when active service begins under this contract.

**SECTION 2:** For employees electing health coverage, the Board shall pay 93% of the premium per month and the employee shall pay 7% of the premium per month. These percentages shall continue throughout the term of this Agreement.

**SECTION 3:** The Board shall purchase insurance coverages under this ARTICLE for each full time- staff member.

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

**SECTION 5:** Both parties agree that an "Insurance Review Committee" shall be maintained for the purpose of reviewing all employee insurance benefits - to include (but not necessarily limited to) health/medical, dental, vision, LTD, Life, and any other insurance which may arise as a result of a national health insurance program (such as a supplemental insurance program). The main objective of the Committee is to consider cost containment options which could result in reducing expenditures. The Committee shall consist of six members (three administration representatives and three Association representatives - one from each Association). The Committee shall schedule regular bi-monthly meetings which may be cancelled by mutual agreement. Any member of the Committee may call for an unscheduled meeting when they have information that might require the Committee's review before the next scheduled meeting. Both the Administration and any of the three Associations shall have input into the agenda. A report from the Committee shall go to the Board and each of the three Associations at least annually of issues which the



Committee has discussed. If the Committee agrees by a 90% vote of its membership, the report may include a recommendation to amend any or all of the insurance provisions of this contract. Upon agreement by the Board and the Association(s), that portion of the Agreement(s) shall be amended to reflect the agreed modifications which would be implemented on July 1st of that year - or as soon as feasible. Any resulting cost savings shall be shared by both the Board and employee in an agreeable proportion. If, during the life of this Agreement, no changes in insurance are implemented, the Committee shall, no later than thirty (30) days prior to the expiration of this Agreement, make recommendations for cost containment considerations which shall serve as the basis for bargaining insurance benefits in the successor Agreement. These recommendations shall be in the form of a new Insurance Article and shall address all parts of the Insurance Article, including health/medical plans, option plans, employee contributions for each year being recommended, so that the bargaining teams can start from a complete document which covers all insurance issues.

#### **ARTICLE XIV - PROFESSIONAL COMMUNICATIONS COMMITTEE**

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

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

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

- A. Review of current evaluation form for staff evaluation.
- B. School Calendar. Such calendar, however, must follow the "Coordinated Calendar" relative to winter and spring breaks.
- C. Snow Days. If the legislature determines that ISDs are required to make up snow days, it is agreed that the communications committee will discuss the effects on the employees subject to this contract.

- D. Communicable Disease Policy. The effect on staff of the Board's policy on communicable disease will be discussed for possible clarification.

## **ARTICLE XV - LAYOFF AND RECALL**

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

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

- A. Employees working in programs who do not meet the required standards for reimbursement in those programs.
- B. Probationary employees, providing there are nonprobationary employees certificated (where required), fully state approved, and available to fulfill remaining positions. Probationary employees, providing there are other probationary employees who are certificated (where required), fully state approved, and available to fulfill remaining positions, shall be laid off in the following order (priority ranked, "1" being first):
  - 1. Employees on third year probation
  - 2. Employees on first year probation
  - 3. Employees on second year probation
- C. Nonprobationary employees with temporary state approval providing there are employees with full state approval available to fulfill remaining positions.
- D. Employees with tenure and/or full state approval.

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

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



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

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

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

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

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

- A. STEP 1 - Certification/Tenure
  - 1. Employees with tenure and full state approval for the position.
  - 2. Nonprobationary employees with full state approval for the position.
  - 3. Probationary employees with full state approval for the position in the following order:
    - a. Employees on second year probation
    - b. Employees on first year probation
    - c. Employees on third year probation
  - 4. Employees with tenure and temporary state approval for the position.
  - 5. Nonprobationary employees with temporary state approval for the position.

6. Probationary employees with temporary state approval for the position in the following order:

- a. Employees on second year probation
- b. Employees on first year probation
- c. Employees on third year probation

**B. Step 2 - Seniority**

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

**C. Step 3 - Qualifications**

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

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

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

**D. Return**

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

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

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

**SECTION 8:** "Seniority" as defined in SECTION 3 above, shall be credited to supervisors, administrators, or others as follows:

- A. Supervisors and administrators, who have never been employed by the Berrien County Intermediate School District in a position under the Master Agreement, shall not accumulate seniority under the Master Agreement until such date as they might begin services in a position under that Agreement.
- B. Supervisors and administrators who were originally employed under contract in a position under the Master Agreement, and were later promoted to an administrative position in the Intermediate School District, which is under the Special Education budget and which is a line-staff position over the Bargaining Unit, and/or which requires Bargaining Unit work, shall be credited with seniority from their date of hire to their date of assuming a supervisory position which is not under the Master Agreement for purposes of returning to the Unit and, after accepting and returning to a position under the Master Agreement, shall be credited with 50% seniority from their date of assuming the administrative position to the date of return.

Administrative positions, as defined above in this sub-SECTION B, that do not require Bargaining Unit work, shall be credited with 25% seniority rather than 50% seniority. Supervisors eligible to accrue 50% seniority shall not include principals with building responsibilities; such supervisors shall accrue 25% seniority.

- C. Employees, who were at some time employed under contract in a position under the Master Agreement and are currently serving in other capacities within the Berrien County Intermediate School District which are not under the Master Agreement and do not qualify under sub-SECTION B above, shall be credited with seniority from the date of hire in the position under the Master Agreement to their date of assuming a position not under the Master Agreement, but, upon returning to a position under the Master Agreement, shall not be credited with additional seniority for services rendered in a position not under the Master Agreement.

## ARTICLE XVI - TRANSFERS AND VACANCIES

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

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

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

### **SECTION 4:** Off-Site Programs

- A.** When the ISD will operate a classroom program in a building not owned or leased by the ISD, in determining the employee to be assigned, the administrator will take into consideration staff input and preference, program needs, and other relevant factors. Reassignment in such circumstances will be made from among those employees who have the required state certification and approval who volunteer, together with the five(5) employees who have the required state certification and approval and have the least bargaining unit seniority in the District.
- B.** An employee who has been reassigned under Section A (above) shall have the right, at the conclusion of the school year in which the reassignment occurred, to return to the building in which their original assignment was located. Further, the employee shall have the opportunity to discuss with the supervisor the specific assignment which would be available within that building. After discussing the available assignment, the staff member may elect to remain in the off-site program, or return to an agreeable position in Blossomland Learning Center or North Lincoln School.
- C.** Prior to initiating a new off-site program, the administration will provide notice of its intent to operate such a program by posting a notice in each building on the appropriate bulletin board. This notice shall be posted at least 30 school days prior to the start of the proposed off-site program. This notice shall contain the district in which the program is intended to be located and provide for employee requests for the position.
- D.** Any employee who has been reassigned under this Section, and who, as a result of such reassignment, is required to drive more miles to and from work than were

driven to and from their previous assignment (in BLC or N. Lincoln) shall be paid mileage for miles driven which exceed the miles from their home to their previous assignment and from their previous assignment to home. The mileage shall be at the current rate as specified in Article XVII, Sec. 1 of this Agreement.

## ARTICLE XVII - GENERAL

**SECTION 1:** When a professional staff member is requested or required by the Board to provide his own transportation in the performance of his/her official duties, except travel identified below, he/she shall receive an allowance per mile equal to that allowed by the I.R.S. on July 1 preceding the beginning of each school year of this Agreement.

- A. Mileage allowance shall not be allowed for travel to and from work, i.e., from home to the individual's first work station, and from the individual's last work station to home. Exception to this shall be if the distance to the first work station or from the last work station and home exceeds fifteen (15) miles, in which case the excess mileage will be paid at the current rate. For those employees who reside outside the limits of Berrien County, "home" shall be interpreted to be "county line."
- B. Excessive mileage allowance. Employees who drive "excessive mileage" required by the Board shall receive compensation at the end of the school year in the amount of \$100 subject to the following conditions:
  - 1. "Excessive mileage" shall be defined as those annual reimbursable miles driven during a school year, not including any miles for travel to and from work, in excess of 6,000 miles.
  - 2. To be eligible to receive the excessive mileage compensation, the employee must submit a written request to the business office no later than June 15 for that school year.
  - 3. Mileage from home to the employee's first work station and mileage from the employee's last work station home may not be included in the computation of the "excessive mileage" provision of this section - even though some of this mileage (i.e.: those miles in excess of 15) is allowed for reimbursement during the regular school year.

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



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

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

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

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

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

**SECTION 8:** The Board shall not subcontract bargaining unit work during a fiscal year if such action would result in layoff of current staff.

**SECTION 9:** Wellness Programs. There shall be a wellness committee comprised of three (3) administrators and one (1) employee chosen from and by each of the current associations (teachers, bus drivers, aides) to recommend to the Board wellness program activities for employees. Upon the Board's acceptance of the committee's recommendation, schedule adjustments of non-instructional time shall be allowed for participation in approved programs.

**SECTION 10:** Extended-Year Programs. Employees may be offered the opportunity to work additional days beyond the 187 day school year under the following conditions and limitations:

- A. Additional days to be made available shall be determined by the administration and shall minimally meet any state or federal requirements.
- B. For extended-year classroom programs, employees shall be given the opportunity to initially choose extended-year employment in blocks of time which equal at least two (2) or more consecutive weeks. By way of example, a person may elect 2, 3, 4, 5, 6, etc., weeks. For the purposes of determining weekly blocks, weeks which contain 3, 4, or 5 work days shall count as a full week. Once an employee has made his/her initial selection of the block of time they choose to work, they may select thereafter, single week time periods if the single week is either the week during which the 4th of July is celebrated and/or is one of the last two (2) weeks



of the extended year program. Employees shall be paid only for days actually worked.

- C. Blocks of weeks shall be offered to employees for classroom assignments in the following order:
  - 1. Classroom staff who taught the program during the regular school year.
  - 2. Qualified certified special education bargaining unit members who taught in the same building in which the program was operated during the regular school year, if blocks of weeks are still available.
  - 3. All other certified qualified bargaining unit members.
  - 4. All other qualified staff.
- D. Separate contracts subject to the terms of the master agreement shall be signed for employment beyond the 187 day school year.
- E. Extended-year employment for non-instructional bargaining unit personnel may be made available in blocks of time other than those specified above.
- F. During extended-year employment an employee absent due to illness will be charged sick leave in the same manner as during the regular school year. Personal/business leave days may be granted only upon prior administrative approval during the extended-year program.

**SECTION 11:** All permanent substitute employees shall be paid in accordance with the following provisions:

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

**SECTION 12:** All employees are covered under the Berrien County Intermediate School District liability policy for the administration and/or failure to administer prescription drugs.

**SECTION 13:** The administration shall notify a staff member in writing a minimum of one (1) week prior to a permanent change of assignment unless extenuating circumstances preclude doing so. Both parties fully understand that circumstances may arise which impact advance notification and that the administration retains the right to make such changes when necessitated by these circumstances. It is also agreed and mutually understood that nothing contained in this section is subject to the grievance procedure.

**SECTION 14:** When staff are required to perform health-related services for students who are technologically dependent, the Administration will assure that appropriate training is provided and the employee's ability to perform these procedures is evaluated by a licensed health care provider. It is also agreed that parent(s) of these students will be notified that these procedures may be performed by non-medical personnel who have been trained in the service. Direct communication will be provided between the bargaining unit member performing the school health services and the licensed health care provider. Furthermore, it is understood that all employees are covered under the District's liability policy and that the administration will forward to the Association president a copy of the policy. The Administration also agrees to forward to the Association president a copy of any district liability policy changes which may be made at a future time.

**SECTION 15:** A mentor will be provided to new classroom teachers during their first three (3) years of employment. Prior to making the assignment, the administration will discuss, and take into consideration, any employee's request to decline based on extenuating circumstances. When a bargaining unit member is selected to serve as a mentor, the responsibilities will occur during regularly scheduled working hours and no additional compensation will be given.

#### **ARTICLE XVIII - DURATION**

This Agreement shall become effective as of the 1st day of September, 1994 and the terms and provisions thereof shall remain in full force and effect through the 30th day of June, 1997. All terms and provisions of the Agreement shall become effective on July 1 of each year. Insurance benefits shall become effective on July 1 of each year. Insurance may be reopened by mutual agreement during the contract duration without opening any other provision. Alternative carrier, insurance packages and self-funding are appropriate topics for research and discussion by the insurance committee.

Either party may notify the other of its intention to renegotiate this Agreement in writing prior to April 1, 1997. Both parties agree to promptly begin to negotiate on or before April 15, following such notification.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Berrien Springs, Michigan on the 1st day of September, 1994.

BERRIEN COUNTY INTERMEDIATE  
EDUCATION ASSOCIATION

Jackie Gillings  
President - Jackie Gillings

Barbara Farnan-Brown  
Chief Negotiator - Barbara Farnan-Brown

Victoria Koch  
Member - Victoria Koch

Larry Hollis  
Member - Larry Hollis

BOARD OF EDUCATION

Sharon Kalling  
President - Sharon Kalling

Jim Palm  
Chief Negotiator - Jim Palm

Jerry Reimann  
Superintendent/Secretary of Board of  
Education - Jerry Reimann

## ARTICLE XIX - SALARY SCHEDULE

**SECTION:** Salary schedule for the 1994/95 year is as follows:

EXP	A BA	B BA + 15	C MA/BA + 45	D MA + 15	E MA + 30
0.0	\$31,086	\$31,789	\$33,189	\$34,131	\$35,312
0.5	31,401	32,141	33,598	34,584	35,828
1.0	31,716	32,493	34,007	35,037	36,344
1.5	32,031	32,845	34,116	35,490	36,860
2.0	32,346	33,197	34,825	35,943	37,376
2.5	32,661	33,549	35,234	36,396	37,892
3.0	32,976	33,901	35,643	36,849	38,408
3.5	33,291	34,253	36,052	37,302	38,924
4.0	33,606	34,605	36,461	37,755	39,440
4.5	33,921	34,957	36,870	38,208	39,956
5.0	34,236	35,309	37,279	38,661	40,472
5.5	34,551	35,661	37,688	39,114	40,988
6.0	34,866	36,013	38,097	39,567	41,504
6.5	35,181	36,365	38,506	40,020	42,020
7.0	35,496	36,717	38,915	40,473	42,536
7.5	35,811	37,069	39,324	40,926	43,052
8.0	36,126	37,421	39,733	41,379	43,568
8.5	36,441	37,773	40,142	41,832	44,084
9.0	36,756	38,125	40,551	42,285	44,600
9.5	37,071	38,477	40,960	42,738	45,116
10.0	37,386	38,829	41,369	43,191	45,632
10.5	37,701	39,181	41,778	43,644	46,148
11.0	38,016	39,533	42,187	44,097	46,664
11.5			42,596	44,550	47,180
12.0			43,005	45,003	47,696
12.5			43,414	45,456	48,212
13.0			43,823	45,909	48,728
13.5			44,232	46,362	49,244
14.0			44,641	46,815	49,760
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17.0	\$400	\$400	\$400	\$400	\$400
20.0	700	700	700	700	700
25.0	900	900	900	900	900

Longevity amounts will be added to the top of the schedule for those with appropriate experience AND, for those hired after June 1, 1990, a minimum of 5 consecutive years of employment with the BCISD.

Column definition:

A = Acquired BA/BS/RN

B = Acquired BA/BS/RN with 15 hrs. after and beyond the BA/BS/RN

C = Acquired MA/MS or BA/BS/RN with 45 hrs. after and beyond BA/BS

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

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

## ARTICLE XIX - SALARY SCHEDULE

**SECTION:** Salary schedule for the 1995/96 year is as follows:

EXP	A BA	B BA + 15	C MA/BA + 45	D MA + 15	E MA + 30
0.0	\$31,567	\$32,280	\$33,702	\$34,659	\$35,858
0.5	31,882	32,632	34,111	35,112	36,374
1.0	32,197	32,984	34,520	35,565	36,890
1.5	32,512	33,336	34,929	36,018	37,406
2.0	32,827	33,688	35,338	36,471	37,922
2.5	33,142	34,040	35,747	36,924	38,438
3.0	33,457	34,392	36,156	37,377	38,954
3.5	33,772	34,744	36,565	37,830	39,470
4.0	34,087	35,096	36,974	38,283	39,986
4.5	34,402	35,448	37,383	38,736	40,502
5.0	34,717	35,800	37,792	39,189	41,018
5.5	35,032	36,152	38,201	39,642	41,534
6.0	35,347	36,504	38,610	40,095	42,050
6.5	35,662	36,856	39,019	40,548	42,566
7.0	35,977	37,208	39,428	41,001	43,082
7.5	36,292	37,560	39,837	41,454	43,598
8.0	36,607	37,912	40,246	41,907	44,114
8.5	36,922	38,264	40,655	42,360	44,630
9.0	37,237	38,616	41,064	42,813	45,146
9.5	37,552	38,968	41,473	43,266	45,662
10.0	37,867	39,320	41,882	43,719	46,178
10.5	38,182	39,672	42,291	44,172	46,694
11.0	38,497	40,024	42,700	44,625	47,210
11.5			43,109	45,078	47,726
12.0			43,518	45,531	48,242
12.5			43,927	45,984	48,758
13.0			44,336	46,437	49,274
13.5			44,745	46,890	49,790
14.0			45,154	47,343	50,306
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17.0	\$400	\$400	\$ 500	\$ 600	\$ 700
20.0	700	700	800	900	1,000
25.0	900	900	1,000	1,100	1,200

Longevity amounts will be added to the top of the schedule for those with appropriate experience AND, for those hired after June 1, 1990, a minimum of 5 consecutive years of employment with the BCISD.

Column definition:

A = Acquired BA/BS/RN

B = Acquired BA/BS/RN with 15 hrs. after and beyond the BA/BS/RN

C = Acquired MA/MS or BA/BS/RN with 45 hrs. after and beyond BA/BS

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

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

## ARTICLE XIX - SALARY SCHEDULE

**SECTION:** Salary schedule for the 1996/97 year is as follows:

EXP	A BA	B BA + 15	C MA/BA + 45	D MA + 15	E MA + 30
0.0	\$32,100	\$32,826	\$34,272	\$35,245	\$36,464
0.5	32,415	33,178	34,681	35,698	36,980
1.0	32,730	33,530	35,090	36,151	37,496
1.5	33,045	33,882	35,499	36,604	38,012
2.0	33,360	34,234	35,908	37,057	38,528
2.5	33,675	34,586	36,317	37,510	39,044
3.0	33,990	34,938	36,726	37,963	39,560
3.5	34,305	35,290	37,135	38,416	40,076
4.0	34,620	35,642	37,544	38,869	40,592
4.5	34,935	35,994	37,953	39,322	41,108
5.0	35,250	36,346	38,362	39,775	41,624
5.5	35,565	36,698	38,771	40,228	42,140
6.0	35,880	37,050	39,180	40,681	42,656
6.5	36,195	37,402	39,589	41,134	43,172
7.0	36,510	37,754	39,998	41,587	43,688
7.5	36,825	38,106	40,407	42,040	44,204
8.0	37,140	38,458	40,816	42,493	44,720
8.5	37,455	38,810	41,225	42,946	45,236
9.0	37,770	39,162	41,634	43,399	45,752
9.5	38,085	39,514	42,043	43,852	46,268
10.0	38,400	39,866	42,452	44,305	46,784
10.5	38,715	40,218	42,861	44,758	47,300
11.0	39,030	40,570	43,270	45,211	47,816
11.5			43,679	45,664	48,332
12.0			44,088	46,117	48,848
12.5			44,497	46,570	49,364
13.0			44,906	47,023	49,880
13.5			45,315	47,476	50,396
14.0			45,724	47,929	50,912
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17.0	\$420	\$420	\$ 520	\$ 620	\$ 720
20.0	720	720	820	920	1,020
25.0	920	920	1,020	1,120	1,220

Longevity amounts will be added to the top of the schedule for those with appropriate experience AND, for those hired after June 1, 1990, a minimum of 5 consecutive years of employment with the BCISD.

Column definition:

A = Acquired BA/BS/RN

B = Acquired BA/BS/RN with 15 hrs. after and beyond the BA/BS/RN

C = Acquired MA/MS or BA/BS/RN with 45 hrs. after and beyond BA/BS

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

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



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

**SECTION 3:** The salary schedule set forth in SECTION I of this ARTICLE shall be the basic remuneration for the 187 full-time scheduled working days which compose the contractual work year. The contractual work year shall begin on the first scheduled working day for staff at the start of the regular school year as established in the school calendar. The salary schedule shall remain in effect through the day prior to the first scheduled working day of the succeeding regular school year. Employees contracted individually to work beyond the 187 days of the contractual work year shall be paid on a prorated amount based upon their daily rate under the salary schedule then in effect. These Employees shall continue to be governed by the terms of this Agreement except that paid leave benefits shall be only available to classroom programs (Severely Mentally Impaired and Juvenile Center staff). Staff assigned to these two programs during the contractual work year shall have first option of continuing in the same program for the excess work days.

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

**SECTION 5:** Salary schedule adjustment based on experience or credit hour improvement shall be computed and applied once per year at the beginning of the contractual work year. Experience adjustment shall be computed in no smaller unit than a half step. To qualify for a half step increment the employee shall have been continuously employed a minimum of eighty-five (85) working days within a contractual work year (170 working days for full step). For purposes of this section, "continuously employed" shall be interpreted to mean any period of time during which the District is paying the employee's salary, either in whole or in part. Sick bank days, if appropriate, will be added to the employee's accumulated sick leave, to determine total number of continuously employed work days. To qualify for credit hour improvement on the salary schedule, the course work must have been completed prior to the start of the regular school work year (usually around September 1st) and an official copy of the transcript submitted to the Assistant Director for Human Resources within forty-five (45) days (usually around October 15th). Unpaid leave days and days of work as a substitute shall not be counted as days of employment under this SECTION. Unpaid leaves break the "continuity of employment."

