

6/30/96

THE MASTER AGREEMENT

THE BOARD OF EDUCATION

AND

THE BERRIEN SPRINGS/5C EDUCATION ASSOCIATION  
MEA-NEA

1994-1996

*Berrien Springs Public Schools*

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## ARTICLE I - RECOGNITION

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

## ARTICLE II - DEFINITIONS

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

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

- 3.1 Pursuant to the Michigan Public Employment Relations Act, the Board and the Association hereby agree that every employee of the Board for whom the Association has bargaining rights, shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other lawful concerted activities for mutual aid and protection or to refrain therefrom. Both the Board and the Association agree that neither shall discourage or encourage or deprive or coerce any teacher in the enjoyment of any rights conferred under PERA, or other laws of Michigan or the Constitution of Michigan and the United States. That neither will discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation in any lawful activities of the Association or his/her institution of any grievance, complaint or proceeding under this Agreement.
  - 3.1.1 In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
  - 3.1.2 Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
  - 3.1.3 Bargaining unit members not joining the Association shall pay a service fee to the Association in accordance with provisions of the Objections to Political Ideological Expenditures Administrative Procedures of the MEA and the court ordered process

calculating service fee charges. The service fees shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction as herein provided. In the event the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, upon completion of the procedures contained in Section 3.1.4 and pursuant to MCLA 408.477, MSA 17.277(7), as amended, and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

- 3.1.4 The Association, in all cases of mandatory fee deductions, pursuant to MCLA 408.477, MSA 17.277(7), as amended, shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, or by personal service with proof thereof. Said notice shall detail the non-compliance, and shall further advise the bargaining unit member that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the service fee or authorized deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for an involuntary deduction, shall provide the bargaining unit member with the opportunity for a due process hearing, which shall be limited to the question of whether the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same. Should a court find that involuntary payroll deductions are illegal or improperly authorized hereunder, such practice shall immediately be discontinued. If involuntary payroll deductions are determined to be illegal or improperly authorized, the parties shall forthwith meet to negotiate the article to achieve either compliance with the court's opinion or a successor article.
- 3.1.5 Upon written authorization by a bargaining unit member or pursuant to paragraph 3.1.4, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The Association will be responsible for producing an authorization form that will include a statement of dues and service fee charges for the year. This form is to be distributed by the Association and signed by the bargaining unit member. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Monies deducted will be transmitted to the Treasurer of the Association no later than thirty (30) days following each deduction. Information shall annually be supplied by the Association concerning the calculation of the service fee in accordance with the MEA's policy regarding Objections to Political Ideological Expenditures as stated below.
- 3.1.6 The Association has established a "POLICY REGARDING OBJECTIONS TO POLITICAL-IDEOLOGICAL EXPENDITURES," a copy of which is attached as Appendix I. A copy of which shall be provided to each non-union bargaining unit member by the Association, along with the Administrative Procedures, including the time table for payment pursuant thereto, applied only to non-union bargaining unit members. The remedy set forth in those policies shall be exclusive, and unless and until such procedures are exhausted, including any administrative or judicial review thereof, no dispute, claim or complaint by any 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 to any other administrative or judicial procedure.

- 3.1.7 Any person who is not a member of the Association at the time of ratification of the 1989-1992 contract and who has objected to the issues supported by the Association shall be excluded from compliance with provisions of this Article. In order to secure exclusion, the person must provide a signed, written statement of objection to the President of the Association.
- 3.1.8 The Association agrees to indemnify and hold harmless the Board and its agents for errors and/or omissions made as a result of information provided by the bargaining unit member and/or the Association that is necessary for the implementation of this Article of Agreement. Further, the Association shall hold the Board harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agents for the purpose of complying with the provisions of this Article. In the event that this hold harmless provision shall be rendered void by court decision or interpretation of a court of competent jurisdiction, the provisions of this Article shall be immediately suspended as it relates to agency fee payers. Upon suspension, the parties shall meet to negotiate a successor article or agreement in compliance with the court's ruling or one permissible by law and agreeable to both parties.
- 3.2 Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The employer may take whatever action it deems necessary to comply with the requirements of the Americans With Disabilities Act or other laws or regulations, including the School Code, taking into account Article VII and Article XIII.
- 3.3 A copy of the official agenda of the Board meetings shall be provided to the Association at the Superintendent's office prior to said meetings as shall minutes of the official public Board meetings.
- 3.4 Bargaining unit members shall have, upon reasonable request, the right to review the contents of their personnel files in accordance with the Bullard-Plawecki Right to Know Act and to have a representative of the Association accompany them in such review. Other examination shall be limited to authorized supervisory and office personnel, except as otherwise legally required and except that a non-bargaining unit member Association representative, Board Member or their attorney may review such files if they are relevant to specific contract administration issues and other administrative or legal proceedings.  
No complaints against bargaining unit members shall be placed in personnel files unless they are in writing with the names of complainants.
- 3.5 The Board shall grant up to twelve (12) days (minimum half-day increments) with pay per year (non-accumulative) for Association business. The Association shall reimburse the Board for any substitute teacher costs relating to Association days.
- 3.6 The Board shall transmit to the Association President notices of the following information concerning changes in the bargaining unit: job postings, transfers, resignations, changes in hours of work and all new hires.

3.7 Academic Freedom

Both the Board and the Association are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint, and in which academic freedom for teacher and student is protected. Teachers shall work within their respective department or grade level to choose appropriate supplemental materials and methodology consistent with the educational goals and objectives of the district and within the constraints of the curriculum.

- 3.8 The Association shall have the right to use and/or have access to employer facilities and equipment, including, but not limited to, typewriters, computers, mimeograph machines, fax, photocopiers and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the established fees of all materials and supplies incident to such use.

ARTICLE IV - RIGHTS OF THE BOARD

- 4.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Michigan and the United States except as limited by the terms of this contract, including the right:

4.1.1 to the executive management and administrative control of its employees;

4.1.2 to hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

4.1.3 to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4.1.4 to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and use of teaching aids of every kind and nature, after having given due consideration to the recommendations of the professional staff of the school; and

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

- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement 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.

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

#### ARTICLE V - TEACHING HOURS AND CLASS SIZE

- 5.1 The teacher's day for all teachers shall be seven hours and ten minutes, including a duty free, twenty-five minute lunch period. The remainder of the elementary student's lunch period shall be for preparation and planning as well as when special teachers have assumed classroom responsibilities, provided specialists are employed by the Board. In addition, teachers shall be expected to be on duty twenty minutes before and twenty minutes following student's day. On Fridays and on days preceding holidays or vacations, teachers may leave at the close of the school day, if no student or parent has requested to confer with the teacher.
- 5.2 It is recognized that pupil-teacher ratio is an important aspect of an effective education program. The Board agrees to continue its effort to keep class sizes at an acceptable number taking into consideration the building facilities available, the availability of qualified teachers and the best interests of the pupils.
- 5.2.1 The normal teaching load shall be considered to be thirty (30) pupils per teacher in the elementary grades, middle school and senior high except that in grades K through 3 every effort will be made to limit this to twenty-five (25) pupils, taking into consideration the classrooms available for use, the number of pupils existing at the grade level concerned, as well as economic conditions of the school district. It is understood and agreed that economic conditions as determined by the Board may dictate that class sizes and normal teaching loads as hereinafter specified may be exceeded. Prior to increasing class sizes and normal teaching loads due to economic considerations, the Board shall explore other reasonable alternatives and where the desired outcome can be achieved without adversely affecting the economic considerations and are permissible without violating other provisions of this collective bargaining agreement or others, then the other reasonable alternatives shall be implemented prior to exceeding class size and/or normal teaching loads. Traditionally, large group instruction, or experimental classes where teachers have voluntarily agreed to these larger groupings shall be acceptable.
- 5.2.2 The normal weekly teaching load shall be thirty (30) teaching periods in the middle school and twenty five (25) teaching periods in the senior high school and five (5) preparation periods weekly in each case. Assignments to a supervised study period shall be considered a teaching period for purposes of this Article. No secondary teacher shall have more than four (4) different class preparations in one semester.
- 5.2.3 Use of common planning time shall be decided by grade/department level staff and principal.
- 5.3 Aides shall be hired to supervise playgrounds at the elementary schools.

- 5.4 Teachers of special subjects such as art, music and physical education shall be provided with relief and preparation time to the same extent as other teachers in the school system.
- 5.5 Teachers shall not be expected to teach more than the normal weekly teaching load.

#### ARTICLE VI - TEACHING CONDITIONS

- 6.1 In cases where educational practice and the recommendation of the staff indicates it to be desirable, students may be grouped in classes according to ability, with constant evaluation being made of the groupings so that no student is penalized by being placed or held in an inappropriate group.
- 6.2 Each teacher may use two (2) half-days during the school year for in-service activities. These shall be approved by the administration in advance.
- 6.3 Breakfast Program  
  
Bargaining unit members shall not be required to supervise the district's breakfast program.

#### ARTICLE VII - TEACHER QUALIFICATIONS AND ASSIGNMENTS

- 7.1 Since pupils are entitled to be taught by teachers working within their area of competence, all instructional positions shall be filled by appropriate and properly certified and endorsed teachers except as provided for in Section 7.2.
- 7.2 If no certified teacher is available, the hiring of a non-certified, non-endorsed individual for a teaching position, shall follow all applicable state statutes in regard to such hiring.
- 7.3 Any assignment, in addition to the normal teaching schedule, during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule C & D, and any summer school teaching, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments and in filling such positions shall be given to teachers regularly employed in the district, except that the person best qualified, in the opinion of the Board, shall be employed.
- 7.4 In the event a student is enrolled in Berrien Springs Public Schools who is determined by the IEP to be a "medically fragile student" and that student is placed in a regular education classroom through compliance with the least restrictive environment concept, the regular education classroom teacher shall be invited and shall attend the IEP meetings to delineate the classroom teacher's functions and responsibilities with regard to the student while in that teacher's classroom. For any IEP, when necessary, substitute teachers shall be provided for the regular education teacher to allow him/her to attend the IEP. At the request of the teacher, the Association shall have the right to open the collective bargaining agreement with regard to that teacher's wages, hours, and working conditions vis-a-vis the "medically fragile student" while in his/her classroom upon 48 hours' written notice.

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

### ARTICLE VIII - TEACHER EVALUATION

- 8.0 The parties agree that it is the duty of the administration to evaluate all bargaining unit members. The purpose of the evaluation is to determine the extent to which a bargaining unit member is performing his/her professional duties.
- 8.1 Each teacher is entitled to receive an evaluation of his/her teaching performance by one of the following evaluators: Building Principal - Assistant Building Principal - Special Director. It is recognized that the evaluation of a teacher's performance must include the demonstration of skills in lesson planning and teaching methods, communication of student performance expectations and monitoring of student performance. Therefore, it shall be required that at least one (1) written evaluation be prepared the year of evaluation for each teacher, according to the following:
  - 8.1.1 An evaluation cycle shall be defined as having: (1) A preobservation conference; (2) work site observation(s); (3) post observation conference(s); and (4) written evaluation. The preobservation conference may be either an individual or group conference and may be in either a formal or informal setting. A single preobservation conference is sufficient for all worksite observations during a school year.
  - 8.1.2 At least two (2) visits to the classroom of a minimum of one day's complete lesson in a subject area per visit, grades preschool through five, or class period grades six through twelve, shall be made by the evaluator of each probationary teacher prior to December 15 of each year.
  - 8.1.3 At least one (1) visit to the classroom of a minimum of one day's complete lesson in a subject area, grades preschool through five, or class period, grades six through twelve, shall be made by the evaluator of each tenured teacher prior to March 15 at least once in every three years.
- 8.2 Evaluation summaries shall be of two types: Specific and General:
  - 8.2.1 Specific summaries may be used by the evaluator following observation of the teacher in any school situation. The specific summary shall include evaluator's professional assessment of the activity observed. It shall be completed in duplicate, one copy being given to the teacher within ten (10) days of observation.
  - 8.2.2 General summaries shall contain the evaluator's judgment concerning the overall performance of the teacher. Such evaluations shall be based on the sum total of the evaluator's observations and shall include areas of strength and weakness and suggestions for improvement.

- 8.2.3 A place for the teacher's comment and signature shall be provided on each general summary. In the event that the teacher thinks his/her evaluation is incomplete or unjust, he/she may state his/her objections in writing before signing the summary. At his/her request, the teacher shall then be re-evaluated within ten (10) days.
- 8.2.4 A general evaluation summary shall be completed for each probationary teacher, and for each tenure teacher whose continuation in tenure status is questioned by the evaluator prior to December 15 of each year. A second general evaluation summary shall be completed for each of these same teachers during the period of January 1 to March 15 each year. These summaries shall be made within ten (10) days following a visit.
- 8.2.5 A teacher may at any time, at his/her request, have placed in his/her file any written statement of his/her own composition related to his/her performance or the discharge of his/her duties.
- 8.3 All general summaries of both tenured and non-tenured teachers will include a conference. This conference will take place within fifteen (15) days of a visit.
- 8.4 All monitoring or observation of the performance of the teacher shall be conducted openly and with full knowledge of the teacher.
- 8.5 Every instance involving the tenure status, extension of probation or dismissal of the teacher shall follow the provisions of the Michigan Tenure Law.
- 8.6 Test scores will not be documented in the evaluation of the teacher's performance.
- 8.7 There must be no presumption of incompetence with regard to any bargaining unit member employee on the part of the evaluator. Any judgment of incompetence must not be arbitrary or capricious but must be supported by observation or documentation to support the conclusion made by the evaluator. Should the information demonstrate that an employee has any area that needs improvement, the evaluator shall develop a plan of improvement which:
- 8.7.1 identifies specifically the area(s) that need improvement.
  - 8.7.2 provides the employee with specific, appropriate written recommendations for improvement.
  - 8.7.3 develops a fair and workable timeline for such improvement. This timeline shall include follow-up visit(s) to evaluate the area(s) of concern.
  - 8.7.4 provide a positive program of assistance that may include materials, resources, consultative services and sufficient time during the school day to implement the recommendation(s) of the evaluator.

The teacher shall be responsible for implementing the improvement plan and shall be monitored through the plan implementation as outlined in steps 8.7.1 - 8.7.4 of this section.

## ARTICLE IX - TEACHER VACANCIES OR ASSIGNMENT CHANGE

- 9.1 When a vacancy in the bargaining unit occurs, it shall be posted in each building for a period of ten (10) days. No vacancy shall be filled, except in case of emergency, on a temporary basis until such vacancy shall have been posted for at least ten (10) days.
- 9.2 Any teacher requesting an assignment change for the ensuing year must do so by April 1 of each year. Such a request must be made annually in order for it to be considered for the following year.
- 9.3 Transfer to Programs Outside the District.

For travel requirements made by the Board the reimbursement will be according to Board Policy #3545.6.

## ARTICLE X - LEAVES OF ABSENCE

### 10.1 Sick Leave:

- 10.1.1 All teachers absent from duty due to personal illness shall be allowed ten (10) days per year accumulative to 105 days with full pay.
- 10.1.2 In the event of major illness or hospitalization (as distinguished from usual illnesses of a week or less in duration) in which absences are greater than sick leave which the teacher has accumulated, and benefits available from the sick leave bank, the teacher shall lose pay on a daily pro rata basis for days absent in excess of credit available.
- 10.1.3 At the onset of this sick leave bank program, each teacher shall contribute one (1) sick day to the sick leave bank. Such days shall accumulate from year to year to a maximum of double the number of teachers. If the accumulation at the end of the school year is lower than one (1) sick day per teacher, the teachers shall contribute one (1) day the following school year. Part-time teachers shall contribute and use sick days from the bank proportional to their employment. For example, a half-time teacher would contribute a day to account for full-time teachers. Conversely, the half-time teacher would use his/her full day but it would reduce the bank's account by only one-half full-time day.

A sick leave bank committee composed of one teacher from each building shall have the right to veto withdrawal requests. Teachers requesting a withdrawal shall apply in writing to the Superintendent. The Superintendent shall notify the sick leave bank committee within five (5) days of such request. In no event shall any teacher withdraw more than sixty (60) days in any one (1) school year and teachers may withdraw such days only after they have exhausted their personal sick leave accumulation. Sick leave bank days may only be used for the personal illness of the withdrawing teacher.

10.1.4 Pursuant to the Family and Medical Leave Act of 1993, as amended, the Board and teachers shall abide by the provisions of the Act and shall provide leave for the following situations:

- A. birth, adoption, or foster care placement or an employee's child;
- B. serious health condition of an employee's spouse, child or parent;
- C. the employee's own serious health condition.

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

This family and medical leave section is not intended to interfere with the use of any other leave provision within this article. Any employee who wishes to request a family and medical leave will be granted such leave of absence in accordance with federal requirements.

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

## 10.2 Maternity Leave:

10.2.1 The Board shall grant to any teacher, on request, a leave of absence for the purpose of childbirth. Maternity benefits in effect at that time shall continue to be paid. Salary and other fringe benefits shall cease unless the teacher elects to continue insurance coverage at her own expense. The teacher shall be allowed sick leave pay to the limit of days accumulated, upon entering the hospital, and continuing until the amount accumulated is exhausted or the teacher, in the opinion of her doctor, is able to resume her teaching duties.

If she returns at this time, or at any time at her discretion, not later than the beginning of the next school year, she shall be returned to her former position without loss of position on the salary schedule. If she elects to return at a later day, she shall then be reinstated to the first position for which she is certified and qualified and to her former position on the salary schedule.

With permission of the Superintendent, a tenured teacher may receive adoption leave beginning upon entry of an order terminating the rights of the biological parents by the Probate Court. The leave may be extended for the balance of the school year. Such leave shall be without pay or benefits, and the returning teacher, if he/she returns no later than the beginning of the next school year, shall be returned to the same teaching position and the same place on the salary schedule. A teacher wishing to extend the leave beyond the beginning of the next year shall then be reinstated to the first position available for which he/she is both certified and qualified. Insurance may be continued during such leave at the teacher's expense.

### 10.3 Other Leaves:

- 10.3.1 Absence because of death in the immediate family shall not be charged to sick leave. Immediate family shall include father, mother, father-in-law, mother-in-law, sister, brother, wife, husband, child, grandparent, sister-in-law, or brother-in-law; or any dependent in the immediate household of the teacher. Leave should not exceed three (3) days but may be extended to five (5) days with the approval of administration.
- 10.3.2 Two (2) of the sick days per year specified in Article 10.1.1 may be used for personal leave by the teacher upon notification to the Superintendent or his/her designee at least forty eight (48) hours in advance when possible. Personal days shall be subject to the following conditions:
- a) Principals need not grant more than six (6) requests on any given day on a system-wide basis.
  - b) Personal days may be used for activities which cannot be scheduled outside the normal school hours and which requires the presence of the teacher.
  - c) Personal days shall not be taken on days immediately before or after vacation or holiday periods, in-service days, during parent-teacher conferences nor on the first or last days of school.
- 10.3.3 Absence for other reasons must be discussed in advance with the administration, and shall be granted, if possible, without pay and without undue harm to the school program.
- 10.3.4 Pursuant to Section 572 of the School Code of 1976, a teacher who has been employed for seven (7) consecutive years may be granted a sabbatical leave for study for one (1) year. Upon return from such leave he/she shall be restored to his/her position or to a position of like nature for which he/she is qualified. If no position is available, he/she shall be placed on a waiting list and offered the first position for which he/she is qualified which may become available. Refusal of a position offered shall relieve the Board of any further obligation to the teacher for offer of employment. Any period spent on such leave up to a total of one (1) year as a maximum, shall be treated as teaching service for the purpose of applying the salary schedule in effect at the time of reemployment.
- 10.3.5 Teachers shall be released for jury duty when called to serve, and shall be paid regular salary minus compensation received from the court, except that when, in the opinion of the Superintendent, the teacher's absence because of jury duty, will work a hardship and significantly impair the educational program, he (the Superintendent) may request of the court that the teacher be excused from jury duty, with the understanding that such excuse is at the discretion of the court.
- 10.3.6 A leave of absence shall be granted a teacher who is called to active duty by any branch of the Armed Forces of the United States. Reinstatement on completion of the mandatory service shall be without loss of salary increment credits.

## ARTICLE XI - PROFESSIONAL BEHAVIOR

- 11.1 No teacher shall be disciplined or discharged or demoted without just cause. Any such discipline, discharge or demotion shall be subject to provisions of the Board's Discipline Policy #4310 as adopted November 19, 1987 and the grievance procedure. To void duplication of effort in applying the policy and the grievance procedure, for the purposes cited above, Section 7 and 8 procedures of the discipline policy shall serve as the informal and/or formal conference levels with building administrators in the grievance procedure.

Sections 9, 10 and 11 of Policy #4310 shall serve as the grievance requirement at the Superintendent's level. In the event of a situation involving tenure, Section 11 of School Board Policy #4310 shall serve as the Board level of the grievance procedure.

## ARTICLE XII - CONTINUITY OF OPERATIONS

- 12.1 Both parties recognize the desirability of continuous and uninterrupted operations of the instructional program during the normal school year and avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which un-resolved disputes may be settled by impartial means, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it shall not, during the period of the Agreement, directly or indirectly engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.
- 12.2 The Board agrees that it shall not, during the period of this Agreement, engage in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- 12.3 Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or other conditions determined by the Board. Teachers shall receive full teaching credit for days absent under this paragraph if such days are accepted for state aid reimbursement. On days when schools are unable to open because of inclement weather, teachers shall not be required to report to duty. However, all instructional days lost which would result in a loss of state aid to the district shall be made up within the fiscal year applicable. Such make-up days shall be determined by both parties.

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

- 12.3.1 1/2 days shall be made up as 1/2 days
- 12.3.2 if practical, in a building(s) where a 1/2 day exam schedule is used, the missed exams will be made up by rescheduling them upon return to school in the same format (1/2 day exams, 1/2 day teacher preparation)
- 12.3.3 or as agreed to by the Board and the Association.

- 12.4 The Board agrees to bargain with the Association regarding any effect on bargaining unit members wages, hours, terms and conditions of employment as the result of the district's involvement in any change in the status of vocational education in the Berrien Springs Public Schools, whether precipitated by a change activated by the Berrien Springs Public Schools or some other educational institution.

### ARTICLE XIII - LAYOFF AND RECALL

- 13.1 It is recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum or staff. Whenever the Board determines that a reduction of teaching staff is necessary, the following procedure shall apply to the layoff and recall of teaching personnel. The President of the Association will receive notice of teachers intended to be laid off by the Board at least 55 calendar days prior to the close of the school year. Each teacher to be laid off will receive notice of layoff at least 45 calendar days prior to the close of the school year.
- 13.1.1 Non-certified and certified probationary teachers shall be laid off first in order of seniority provided there are fully qualified teachers available to perform the duties of the position the non-certified and/or certified probationary teacher is vacating.
- 13.1.2 If a reduction in personnel is still necessary, then tenured teachers will be laid off provided that a fully qualified and certified tenured teacher is available to perform the duties of the position the tenured teacher is vacating.
- 13.2 In determining the order of layoff and the order of recall to available positions, the Board will retain or recall those teachers who are most qualified to perform the remaining or available teaching positions.
- 13.3 In determining qualifications for retention or recall under this Article, the following criteria shall apply:
- 13.3.1 Grades Pre-school - 5
- (a) Possession of an appropriate certificate or permit from the State of Michigan for Grades K-6 or K-8 and
  - (b) Successful classroom teaching experience within the past eight (8) years at the pre-school-5 level, or
  - (c) Where no teachers possess prior successful classroom teaching experience in the pre-school-5 level, then student teaching experience at the pre-school-5 classroom level shall apply.

13.3.2

Grades 6- 8

- (a) Possession of appropriate certification or middle school endorsement in the grade level to be taught; and
- (b-1) In 7-8 grades, a major or minor (or equivalent hours) in the specific teaching area to which the teacher is to be assigned, or
- (b-2) Having acquired a valid permit or approval by the Department of Education for teaching in the grade level and subject area during the time required to either receive a middle school endorsement or a major or minor in the subject area at the grade level assigned, or
- (b-3) If a permit or approval is not required for the position to which the teacher is assigned and the teacher does not have a major or minor or its equivalent, the teacher will be allowed a period of two (2) school years to receive either middle school endorsement or a major or minor in the area to be assigned, however, an additional year may be granted by the superintendent upon a showing by the teacher that an additional year is necessary because the requisite courses for the major or minor or endorsement cannot be scheduled in a two-year period. If the middle school endorsement or a major or minor in the area to be assigned is not attained within the two (2) year time frame (or three (3) year time frame if so granted), then the teacher shall no longer be qualified and shall be laid off.

Note: 7th and 8th grade teachers do not need to be North Central accredited to teach at the 7th and 8th grade levels.

13.3.3

Grades 9-12

- (a) Possession of an appropriate certificate or permit from the State of Michigan for Grades 7-12 and,
- (b) A major or minor (or equivalent credit hours) with a sufficient number of credit hours to meet the requirements of the North Central Association of Secondary Schools and Colleges in the specific teaching area to which the teacher is to be assigned, or
- (c) Successful classroom teaching experience within the past five (5) years in the specific teaching area with a sufficient number of credit hours to meet the requirements of the North Central Association, or
- (d) Where no teachers possess prior successful classroom teaching experience in the specific teaching area, student teaching experience in the specific teaching area shall apply.

13.3.4 Grades K-12

Special certification in the specific teaching areas, such as art, music, physical education, and other qualifications required by the Michigan Department of Education; successful teaching within the past five (5) years within the specific subject matter or assignment to which the teachers is to be assigned.

13.3.5 Special Programs

For special programs which the Board may from time to time establish, such as gifted and talented or alternative education, successful teaching experience within the past five (5) years; or where no teacher possesses prior successful teaching experience, completion of special course work in the given teaching area, such as college course credits, in-service training, seminar attendance, etc., shall apply.

13.3.6 As used in this Article, classroom teaching shall not include either assignments in art, music, physical education or other special courses requiring special certification from the Michigan Department of Education as set forth in Paragraph 5 above, or assignments to special programs as set forth in Paragraph 6 above.

13.4 As among those teachers whose qualifications as defined above are identical, the following point system shall be used to determine their respective qualifications for job retention or recall, with the teachers being arranged in order of the greatest number of points:

13.4.1 One point per full year of full time teaching experience in the Berrien Springs Public Schools (September-June equals ten (10) months). Part-time teaching and/or less than full year teaching experience will be prorated.

13.4.2 Certification held:

- (a) Two points for permanent, continuing or professional certificate.
- (b) One point for provisional certificate.
- (c) One point for BA.
- (d) Two points for MA.

13.5 As among those teachers whose qualifications and points are identical, the teacher with the greatest seniority within the District shall be retained or recalled first. Seniority shall commence with the earliest of the following dates: letter of intent, first day of work, date of individual contract, or Board action. Seniority shall continue to accrue without interruption unless the teacher resigns or is terminated.

13.6 Where teachers' qualifications, points and seniority are identical, the teacher who has the highest last digit in his/her social security number will be retained. If a tie remains, the teacher who has the highest sum of the last two digits in his/her social security number will be retained.

- 13.7 Teachers are responsible to provide the Board by no later than October 15 of each year, information concerning additional semester or quarter hours, degrees or certifications earned during the preceding year if they desire that information to be included in determining their respective qualification points.
- 13.8 The Board shall compile and keep current a qualification point list and provide the Association a copy of said list prior to December 15. It is expressly understood that the Association President or his/her designee shall, with the Administration, review the layoff list prior to notification of the individuals to be laid off.
- 13.9 Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed, except insurance benefits. If a teacher is laid off after working any portion of a school year, the teacher will receive insurance coverage for two months from the last working day.
- 13.10 Recall shall be facilitated by application of the layoff process in reverse order. Recall shall be made in person; or if personal contact cannot be made, then notice of recall shall be made by certified mail, return receipt requested, forwarded to the last address provided to the Superintendent's office by a teacher, or to any agent named by a teacher and empowered by the teacher with a power of attorney. In all such cases, the Association shall be notified simultaneously.
- 13.11 Seniority and job rights shall be lost by a teacher if that teacher has been offered and not re-entered into an individual contract with the Board within fifteen (15) working days of the date of personal notification of recall or mailing of the recall notification.

ARTICLE XIV - SCHOOL CALENDAR

- 14.1 For the term of this agreement, the school calendar shall be set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.
  - 14.1.1 Teachers' classrooms will not be occupied by any program until two (2) school days after the close of school.
- 14.2 Teacher duty days shall be:
 

1994-95	182 student days 185 teacher days
1995-96	182 student days 185 teacher days
- 14.3 The Board may institute two (2) half days of in-service session, or appropriate equivalency, for each building faculty during the school year. Planning for in-service activities is to be jointly determined by the Board and the Association. The school year is defined as the teacher duty days provided in the current school calendar.

ARTICLE XV - PROFESSIONAL COMPENSATION

- 15.1 Salaries for teachers covered by this Agreement are set forth in Schedule B.
- 15.2 Teachers newly employed shall be given full credit on the Salary Schedule set forth in Schedule B for full years of outside teaching experience, which were completed after the teacher obtained provisional certification, up to a maximum of seven (7) years.
- 15.2.1 Teachers are entitled to notification of their salary and step level on or before the first paycheck of the school year.
- 15.3 Salary advancements, either through step increments or schedule improvements, are dependent upon satisfactory evaluation of previous assignments and are not to be considered automatic, provided the teacher has been notified, in writing, of the reasons for unsatisfactory evaluation and its implications not less than forty five (45) duty days prior to the end of the school year, at which time the teacher will be re-evaluated at his request.
- 15.4 The Board agrees to reimburse teachers for all expenses incurred due to Board-mandated or requested additional teacher training.
- 15.5 Part-time teachers who are employed less than 3/4 time shall receive pro-rata salary and full increment credits. Those who are employed 3/4 time or more shall receive pro-rata salary and full benefits, including increment credits and insurance.
- 15.6 Teachers who qualify to move from one schedule to another during the school year shall report this to the Superintendent in writing with a copy of the diploma or written evidence of the qualification. Adjustments to a new schedule shall be made twice during the school year; at the onset of activities in the fall, and at the beginning of the second semester.
- 15.7 The salary of those individuals with extended school year and/or extended school day contracts shall be prorated as per the salary schedule for extra time worked. (All programs requiring extended school year and/or school day work schedules must be approved by the Superintendent).
- 15.8 Teachers asked by the Administration to substitute during conference periods shall be paid at the rate of \$8.00 per hour, payable at each semester.
- 15.9 Teachers eligible for longevity payment during the 1994-95 and 1995-96 school years shall be compensated as follows:
- |                             |   |                   |
|-----------------------------|---|-------------------|
| Service years 16 through 20 | - | \$300.00 per year |
| Service years 21 through 25 | - | \$400.00 per year |
| Service years 26 plus       | - | \$500.00 per year |

These payments are to be lump sum payments, made at the conclusion of each school year and are not to be considered as part of any salary schedules but part of the teacher's regular compensation.

## ARTICLE XVI - TELECOMMUNICATIONS

### DEFINITIONS

"Telecommunication" or "telecommunication classes" will be defined as the teaching of students via a two-way interactive television system.

"Originating Site" will be defined as the school district in which a telecommunications class is being taught live.

"Remote Site" will be defined as the school district where a class is being received via television outside the school district.

### CONDITIONS

The parties agree that interactive telecommunication is designed and intended to be used as a two-way system of teacher-student instruction.

Teachers who are presenting telecommunications courses shall not be responsible for the behavior or discipline of students at remote sites.

The employer agrees to provide appropriate employees to repair and maintain telecommunication equipment.

The evaluation of originating site teachers in telecommunication courses shall be subject to the evaluation process contained in Article VIII. Further, it is expressly understood that all observations/evaluations shall require the physical presence of the evaluator. No evaluation or observation for the purpose of evaluation shall be done or conducted by electronic means. Nothing contained herein shall prohibit the originating site principal from investigating complaints.

When Berrien Springs is the originating site, the telecommunication teacher shall be compensated in accordance with the provisions of Berrien Springs School agreement. No new teacher shall be employed to teach via telecommunication without first offering a position to any teacher who is laid off from employment with the Berrien Springs School District, provided that the laid off employee is certified/qualified, per the contract, to teach the telecommunication class(es) to be offered. Recall of laid off teachers shall conform to the layoff and recall provisions of Article XIII.

Videotaping of classroom instruction may be made, but only for the purpose of make-up work for students who were absent from school during the original telecast period.

It is understood that the Board owns all videotape materials. Telecommunications teachers are responsible for any and all videotapes of classroom instruction and will have the authority and responsibility to erase any and all such videotapes. All copying of videotapes is prohibited and the teacher shall erase all videotapes within thirty (30) days.

The employer agrees that it will provide courier service or other means for the purpose of exchanging documents, homework, class work, tests and materials between the various originating sites and remote sites.

## ARTICLE XVII - SITE-BASED DECISION MAKING

### 17.1 Definition:

Site-based decision making is a joint (teachers, school administrators, parents, pupils and others in the school community) planning and problem-solving process that seeks to improve the quality of education in the school and the delivery of quality education. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.

### 17.2 The decisions of the site-based decision making (SBDM) or school improvement program (SIP) committees shall be implemented so long as those decisions:

17.2.1 Do not exceed the budgetary limits established by the Board;

17.2.2 Do not adversely affect the operations of other buildings or the district as a whole;

17.2.3 Do not violate Board policy, the Master Agreement or the law, and;

17.2.4 Do not adversely affect the decisions of other SBDM committees.

### 17.3 At each building, a SBDM committee made up of representatives from each group identified in Section 1202(A) of the Michigan School Code shall be formed. Any participation in SBDM whether full or in part shall be voluntary. The participation or lack thereof shall neither be construed nor have merit in the evaluation, assignment, promotion, discipline or discharge of any bargaining unit member or any other condition of employment including the placement of any information in any bargaining unit member's personnel file.

### 17.4 Training

The Association will provide input to the Board concerning training in the following areas:

17.4.1 The SBDM/SIP process/model being proposed;

17.4.2 Overview of the SBDM/SIP process, programs and structures;

17.4.3 Decision-making models, and;

17.4.4 Problem solving and conflict resolution.

## ARTICLE XVIII - MENTORS

- 18.1 For the first three (3) years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches, to one (1) or more master teachers, college professors, or retired master teachers who shall act as a mentor or mentors to the teacher. Bargaining unit members shall be considered for such assignments. Any bargaining unit member so selected may decline. Mentors shall assist the probationary employee to achieve the goals of the probationer's individual development plan.
- 18.2 If a bargaining unit member is appointed as a mentor the following provisions shall apply:
- 18.2.1 Bargaining unit mentors shall not participate in the supervision or evaluation of the probationer.
  - 18.2.2 Where possible the bargaining unit mentor shall be assigned common preparation time.
  - 18.2.3 Bargaining unit members shall not be permitted to testify in any grievance hearing or administrative hearing involving the probationer which concerns any aspect of the mentoring relationship or the probationer's individual development plan.
  - 18.2.4 Matters pertaining to service as a mentor shall not be included in the mentor's classroom teaching evaluation.
  - 18.2.5 Each mentor shall be compensated at the rate of 2% of the B.A. base each year of their services inclusive of training activities outside the work day or school year, not to exceed 5 days beyond the contract year.

## ARTICLE XIX - GRIEVANCE PROCEDURE

- 19.1 All communications regarding grievances shall be in writing.
- 19.2 A grievance shall be an alleged violation, misinterpretation, misapplication of any of the provisions of this contract. The following matters shall not be the basis of any grievance filed under the provisions outlined in this article:
- 19.2.1 The termination of services of or failure to re-employ any probationary teacher whose performances were evaluated unsatisfactory.
  - 19.2.2 The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.
  - 19.2.3 The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

19.2.4 It is expressly understood that the grievance procedure shall not apply to specific cases of discharge under the tenure act.

- 19.3 A grievance, to be considered, must be filed within twenty (20) days of the occurrence. If no grievance is filed within twenty (20) days, the issue will be non-grievable. A teacher or the Association may file grievances subject to the terms of this agreement.
- 19.4 The first step of the grievance procedure shall be an informal meeting between the grievant(s), the Association and the Board's representative. This meeting shall occur within the twenty (20) days mentioned in 19.3.
- 19.5 If the meeting at the informal level is with the building principal and if the parties cannot agree and resolve the issue, the grievance shall be filed, in writing, with the principal within five (5) days of the meeting held at the principal's level. The principal shall respond, in writing, to the grievance within five (5) days of receipt of the written grievance.
- 19.6 If the grievant(s) is still not satisfied with the response, the grievance shall be transmitted, in writing, within five (5) days, to the Superintendent of Schools. Upon receipt of the grievance, the Superintendent shall have seven (7) days to meet with the grievant(s) and discuss the grievance. The Superintendent shall, within five (5) days of the meeting at his level, respond, in writing, and give his disposition of the grievance to the grievant(s).

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

Written grievances as required herein shall contain the following:

- 19.6.1 It shall be signed by the grievant or grievants;  
19.6.2 It shall be specific;  
19.6.3 It shall contain a synopsis of the facts giving rise to the alleged violation;  
19.6.4 It shall cite the section or subsections of this contract alleged to have been violated;  
19.6.5 It shall contain the date of the alleged violation;  
19.6.6 It shall specify the relief sought.

- 19.7 If the grievant(s) is not satisfied with the response from the Superintendent, the grievance shall be transmitted, in writing, within five (5) days from the time the grievant(s) receives the Superintendent's response, to the Board through its secretary.
- 19.8 Within twenty (20) days after receipt of the grievance, the Board shall pass upon it. The Board may hold a hearing thereon or prescribe such procedures as it may deem appropriate for consideration of the grievance, provided that in no event, except with the express written consent of the aggrieved party or parties, shall a final determination of the grievance be made by the Board more than thirty (30) days after its submission to the Board.
- 19.9 Binding Arbitration:  
19.9.1 If the Association is not satisfied with the disposition of the grievance at the Board level, it may, within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association (AAA), in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot

agree upon an arbitrator, he/she shall be selected by the AAA in accordance with its rules, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.

- 19.9.2 Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- 19.9.3 The decision of the arbitrator shall be final and conclusive and binding upon the employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- 19.9.4 Powers of the arbitrator are subject to the following limitations:
- a) He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - b) He/she shall have no power to establish salary scales.
  - c) He/she shall have no power to change any practice, policy or rule of the Board.
  - d) He/she shall have no power to interpret state or federal law but must apply the law as it is written or interpreted by the courts.
  - e) He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
- 19.9.5 After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
- 19.9.6 If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have jurisdiction to determine arbitrability. In the event that a case is appealed to the arbitrator in which he has no power to rule, it shall be referred back to the parties without decision or recommendations on its merits.
- 19.9.7 More than one (1) grievance may not be considered by the arbitrator at the same time except upon mutual express written consent.
- 19.9.8 The cost of the arbitrator shall be borne equally by the parties, except each party shall assume its own cost for representation including any expense of witnesses.
- 19.9.9 Should the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the Association fail to appeal a decision within the limits specified, the grievance shall not be processed.

- 19.9.10 All preparation, filing, presentation, or consideration of grievance shall be held at the times other than when a teacher or a participating Association representative are to be at his assigned duty station.
- 19.9.11 Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- 19.9.12 Grievance negotiations and arbitration matters shall be scheduled after the regular school day only. Under special Board consideration, a teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration at the request of the school Board or state labor mediation board, shall be released from regular duties without loss of salary.
- 19.10 The specific time limits provided herein shall be strictly adhered to and enforced. Failure to abide by a time limit at any level shall cause the waiver of further processing of the grievance. However, if time limit extensions are necessary, they shall be granted, in writing, by the party of whom such request is made.

#### ARTICLE XX - GENERAL PROVISIONS

- 20.1 Realization that discipline and supervision of pupils is necessary to the education program, each principal shall specify in a handbook provided to teachers at the beginning of the school year, a procedure for matters of student discipline and the handling of student discipline cases and shall discuss these matters carefully with the school faculty. The superintendent shall review such handbooks before approving them to make sure a uniform policy is being practiced by the system where desirable.
- 20.2 Assignments for the adult education, driver education and summer school programs shall be made by the Board on the basis of preferences to teachers possessing regular teaching certificates and regularly employed in the district during the normal school year with the provision that the person best qualified in the opinion of the Board shall be employed.
- 20.3 The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 AM to report unavailability for work and shall be responsible for doing so. After the teacher has reported unavailability on a given day, the Board has full responsibility for substitute teachers.
- 20.4 Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously.

- 20.5 The Board and the Association agree to explore the implications of the increasing impact of special education students upon the general education program. To this end, a committee shall be established for the purpose of formulating options that will be used for addressing this concern. This committees shall have three (3) representatives of the Board and three (3) representatives from the Association. A chairperson shall be selected by the committee. The committee will present a written report to the Board and the Association by May, 1991. The recommendation(s) will form the basis of the bargaining proposal in the negotiations for the successor to this Agreement.

ARTICLE XXI - TERMS & LIMITATIONS OF THIS AGREEMENT

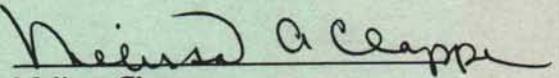
- 21.1 This Agreement shall be effective when signed by both parties as of July 1, 1994 and shall continue in effect until June 30, 1996, without change unless changes are approved by both parties.

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

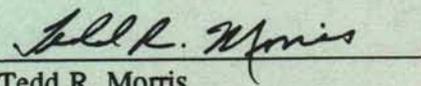
New extra-curricular positions are negotiable at the request of either party.

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

I hereby certify that this contract was ratified by the Berrien Springs Education Association on December 20, 1994.

  
Melissa Clapper  
President

I hereby certify that this contract was ratified by the Board of Education of the Berrien Springs Public Schools at a special meeting held on the January 5, 1995.

  
Tedd R. Morris  
Superintendent of Schools

SCHEDULE A

1994-1995 PLANNING CALENDAR

182 STUDENT DAYS

185 TEACHER DAYS

Aug.	22	23	24	25	26				17 <sup>87</sup>	18 <sup>88</sup>	19 <sup>89</sup>	20 <sup>90</sup>	
	29 <sup>1</sup>	30 <sup>2</sup>	31 <sup>3</sup>	1 <sup>4</sup>					23 <sup>91</sup>	24 <sup>92</sup>	25 <sup>93</sup>	26 <sup>94</sup>	27 <sup>95</sup>
Sept.		6 <sup>5</sup>	7 <sup>6</sup>	8 <sup>7</sup>	9 <sup>8</sup>		Feb.	30 <sup>96</sup>	31 <sup>97</sup>	1 <sup>98</sup>	2 <sup>99</sup>	3 <sup>100</sup>	
	12 <sup>9</sup>	13 <sup>10</sup>	14 <sup>11</sup>	15 <sup>12</sup>	16 <sup>13</sup>			6 <sup>101</sup>	7 <sup>102</sup>	8 <sup>103</sup>	9 <sup>104</sup>	10 <sup>105</sup>	
	19 <sup>14</sup>	20 <sup>15</sup>	21 <sup>16</sup>	22 <sup>17</sup>	23 <sup>18</sup>			13 <sup>106</sup>	14 <sup>107</sup>	15 <sup>108</sup>	16 <sup>109</sup>	17 <sup>110</sup>	
	26 <sup>19</sup>	27 <sup>20</sup>	28 <sup>21</sup>	29 <sup>22</sup>	30 <sup>23</sup>			20 <sup>111</sup>	21 <sup>112</sup>	22 <sup>113</sup>	23 <sup>114</sup>	24 <sup>115</sup>	
Oct.	3 <sup>24</sup>	4 <sup>25</sup>	5 <sup>26</sup>	6 <sup>27</sup>	7 <sup>28</sup>			27 <sup>116</sup>	28 <sup>117</sup>	1 <sup>118</sup>	2 <sup>119</sup>	3 <sup>120</sup>	
	10 <sup>29</sup>	11 <sup>30</sup>	12 <sup>31</sup>	13 <sup>32</sup>	14 <sup>33</sup>		March	6 <sup>121</sup>	7 <sup>122</sup>	8 <sup>123</sup>	9 <sup>124</sup>	10 <sup>125</sup>	
	17 <sup>34</sup>	18	19 <sup>35</sup>	20 <sup>36</sup>	21 <sup>37</sup>			13 <sup>126</sup>	14 <sup>127</sup>	15 <sup>128</sup>	16 <sup>129</sup>	17 <sup>130</sup>	
	24 <sup>38</sup>	25 <sup>39</sup>	26 <sup>40</sup>	27 <sup>41</sup>	28 <sup>42</sup>			20 <sup>131</sup>	21 <sup>132</sup>	22 <sup>133</sup>	23 <sup>134</sup>	24 <sup>135</sup>	
Nov.	31 <sup>43</sup>	1 <sup>44</sup>	2 <sup>45</sup>	3 <sup>46</sup>	4 <sup>47</sup>								
	7 <sup>48</sup>	8 <sup>49</sup>	9 <sup>50</sup>	10 <sup>51</sup>	11 <sup>52</sup>		April	3 <sup>136</sup>	4 <sup>137</sup>	5 <sup>138</sup>	6 <sup>139</sup>	7 <sup>140</sup>	
	14 <sup>53</sup>	15 <sup>54</sup>	16 <sup>55</sup>	17 <sup>56</sup>	18 <sup>57</sup>			10 <sup>141</sup>	11 <sup>142</sup>	12 <sup>143</sup>	13 <sup>144</sup>		
	21 <sup>58</sup>	22 <sup>59</sup>	23 <sup>60</sup>					17 <sup>**</sup>	18 <sup>145</sup>	19 <sup>146</sup>	20 <sup>147</sup>	21 <sup>148</sup>	
	28 <sup>61</sup>	29 <sup>62</sup>	30 <sup>63</sup>	1 <sup>64</sup>	2 <sup>65</sup>			24 <sup>149</sup>	25 <sup>150</sup>	26 <sup>151</sup>	27 <sup>152</sup>	28 <sup>153</sup>	
Dec.	5 <sup>66</sup>	6 <sup>67</sup>	7 <sup>68</sup>	8 <sup>69</sup>	9 <sup>70</sup>		May	1 <sup>154</sup>	2 <sup>155</sup>	3 <sup>156</sup>	4 <sup>157</sup>	5 <sup>158</sup>	
	12 <sup>71</sup>	13 <sup>72</sup>	14 <sup>73</sup>	15 <sup>74</sup>	16 <sup>75</sup>			8 <sup>159</sup>	9 <sup>160</sup>	10 <sup>161</sup>	11 <sup>162</sup>	12 <sup>163</sup>	
	19 <sup>76</sup>	20 <sup>77</sup>	21 <sup>78</sup>					15 <sup>164</sup>	16 <sup>165</sup>	17 <sup>166</sup>	18 <sup>167</sup>	19 <sup>168</sup>	
								22 <sup>169</sup>	23 <sup>170</sup>	24 <sup>171</sup>	25 <sup>172</sup>	26 <sup>173</sup>	
Jan.			4 <sup>79</sup>	5 <sup>80</sup>	6 <sup>81</sup>				30 <sup>174</sup>	31 <sup>175</sup>	1 <sup>176</sup>	2 <sup>177</sup>	
	9 <sup>82</sup>	10 <sup>83</sup>	11 <sup>84</sup>	12 <sup>85</sup>	13 <sup>86</sup>		June	5 <sup>178</sup>	6 <sup>179</sup>	7 <sup>180</sup>	8 <sup>181</sup>	9 <sup>182</sup>	

\*\* Contingency

No School Staff or Students

Half Day Students/Full Day Staff

On April 17, 1995 teachers are not required to report provided it is known on or before March 24, 1995 that no Act of God make-up day is required. Any requirement to make up an Act of God day(s) not known on or before March 24, 1995 will be made up on June 12, 13, etc.

SCHEDULE B

BERRIEN SPRINGS PUBLIC SCHOOLS

1994-1995 Salary Schedule

STEP	AB	AB + 20	MA	MA + 15
0	22,957	23,070	23,807	24,204
1	23,864	24,000	24,759	25,179
2	24,770	24,930	25,712	26,154
3	25,677	25,859	26,664	27,129
4	26,584	26,788	28,007	28,103
5	27,491	27,718	28,959	29,079
6	28,398	28,647	29,912	30,053
7		29,577	30,864	31,029
8		30,507	31,816	32,003
9		31,437	32,768	32,979
10		32,366	33,721	33,953
11		33,296	34,673	34,929
12		34,225	35,625	35,903
13		35,155	36,578	36,879
14		38,850	39,096	39,133
15			41,615	42,881

SCHEDULE B

BERRIEN SPRINGS PUBLIC SCHOOLS

1995-1996 Salary Schedule

STEP	AB	AB + 20	MA	MA + 15
0	23,703	23,819	24,581	24,990
1	24,640	24,780	25,563	25,997
2	25,575	25,740	26,547	27,003
3	26,512	26,699	27,530	28,011
4	27,448	27,659	28,918	29,017
5	28,384	28,619	29,990	30,024
6	29,321	29,578	30,884	31,030
7		30,538	31,867	32,037
8		31,499	32,850	33,043
9		32,458	33,833	34,051
10		33,418	34,817	35,057
11		34,378	35,800	36,064
12		35,337	36,783	37,070
13		36,297	37,767	38,077
14		40,113	40,367	40,405
15			42,967	44,274

## EMPLOYMENT BENEFIT PROVISIONS

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

- A. Each teacher employed 3/4 time or more shall be eligible for group comprehensive health insurance under a full family major medical plan, provided that the teacher is not eligible for substantially equivalent health care protection through any other source.

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

Insurance coverage terminates on September 1 for those teachers leaving the school system at the close of the school year.

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

### PLAN A

HEALTH	SUPER CARE 1
DENTAL	DELTA DENTAL 50/50/50 \$500
VISION	VSP-1
LTD	66 2/3%, \$5,000 MAX, 90 CDMF
LIFE	\$10,000 AD&D

### PLAN B

DENTAL	60/60/60 \$600
VISION	VSP-2
LTD	SAME AS A
LIFE	SAME AS A

1994-95: Plan A cost to the teacher will be 4% per month of the premium in effect July 1, 1994.

1995-96: Plan A cost to the teacher will be 4% per month of the premium in effect July 1, 1995.

- B. Should a teacher not be eligible for health insurance under the plan provided by the Board at the fall enrollment time, but later becomes eligible he/she shall be enrolled when he/she notifies the Board of his/her later eligibility, provided that the notice given is within thirty (30) days of his/her becoming eligible. His/Her eligibility for enrollment and the benefits available shall be the same as if the enrollment had taken place at the normal enrollment time.
- C. Teachers who select MESSA PAK B shall be eligible for an annuity in the amount of \$1,000.00 per year in 1994-95 and \$1,250 per year in 1995-96.

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

**SCHEDULE C**  
**ATHLETIC SALARIES**  
1994 - 1996

Experience Base Salary ASSIGNMENT		0 \$22,957	1 \$23,864	2 \$24,770	3 \$25,677	4 \$26,584	5 \$27,491
<b>FOOTBALL</b>							
Varsity Head Coach	17%	\$3,903	\$4,057	\$4,211	\$4,365	\$4,519	\$4,673
Varsity Ass't. Coach	12%	\$2,755	\$2,864	\$2,972	\$3,081	\$3,190	\$3,299
J.V. Head Coach	12%	\$2,755	\$2,864	\$2,972	\$3,081	\$3,190	\$3,299
J.V. Ass't. Coach	10%	\$2,296	\$2,386	\$2,477	\$2,568	\$2,658	\$2,749
<b>CROSS COUNTRY</b>							
Varsity Head Coach	12%	\$2,755	\$2,864	\$2,972	\$3,081	\$3,190	\$3,299
<b>SOCCER COACH</b>	12%	\$2,755	\$2,864	\$2,972	\$3,081	\$3,190	\$3,299
<b>BASKETBALL</b>							
Varsity Head Coach	17%	\$3,903	\$4,057	\$4,211	\$4,365	\$4,519	\$4,673
J.V. Coach	12%	\$2,755	\$2,864	\$2,972	\$3,081	\$3,190	\$3,299
Freshman Coach	11%	\$2,525	\$2,625	\$2,725	\$2,824	\$2,924	\$3,024
<b>WRESTLING COACH</b>	14%	\$3,214	\$3,341	\$3,468	\$3,595	\$3,722	\$3,849
<b>VOLLEYBALL</b>							
Varsity Head Coach	13%	\$2,984	\$3,102	\$3,220	\$3,338	\$3,456	\$3,574
J.V. Coach	9%	\$2,066	\$2,148	\$2,229	\$2,311	\$2,393	\$2,474
<b>FACULTY MANAGERS</b>							
Fall Sports	5%	\$1,148	\$1,193	\$1,239	\$1,284	\$1,329	\$1,375
Winter Sports	10%	\$2,296	\$2,386	\$2,477	\$2,568	\$2,658	\$2,749
<b>BASEBALL &amp; SOFTBALL</b>							
Varsity Head Coach	13%	\$2,984	\$3,102	\$3,220	\$3,338	\$3,456	\$3,574
J.V. Coach	9%	\$2,066	\$2,148	\$2,229	\$2,311	\$2,393	\$2,474
<b>TRACK</b>							
Varsity Head Coach	13%	\$2,984	\$3,102	\$3,220	\$3,338	\$3,456	\$3,574
J.V. Coach	9%	\$2,066	\$2,148	\$2,229	\$2,311	\$2,393	\$2,474
<b>TENNIS COACH</b>							
J.V. Tennis Coach	8%	\$1,837	\$1,909	\$1,982	\$2,054	\$2,127	\$2,199

SCHEDULE C

EXTENDED SEASON SCHEDULE

Experience Base Salary ASSIGNMENT		0 \$22,957	1 \$23,864	2 \$24,770	3 \$25,677	4 \$26,584	5 \$27,491
<b>FOOTBALL</b>							
Varsity Head Coach	2%	\$459	\$477	\$495	\$514	\$532	\$550
Varsity Ass;t. Coach	1%	\$230	\$239	\$248	\$257	\$266	\$275
J.V. Head Coach	0%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
J.V. Ass't. Coach	0%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>CROSS COUNTRY</b>							
Varsity Head Coach	2%	\$459	\$477	\$495	\$514	\$532	\$550
<b>BASKETBALL</b>							
Varsity Head Coach	2%	\$459	\$477	\$495	\$514	\$532	\$550
J.V. Coach	0%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Freshman Coach	0%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>WRESTLING COACH</b>	2%	\$459	\$477	\$495	\$514	\$532	\$550

SCHEDULE D  
EXTRA DUTY PAY

1994 - 1996

Experience Base Salary ASSIGNMENT		0 \$22,957	1 \$23,864	2 \$24,770	3 \$25,677	4 \$26,584	5 \$27,491
<b>HIGH SCHOOL</b>							
9th Grade Advisor	4%	\$ 918	\$ 955	\$ 991	\$1,027	\$1,063	\$1,100
10th Grade Advisor	4%	\$ 918	\$ 955	\$ 991	\$1,027	\$1,063	\$1,100
Junior Co-sponsor	4%	\$ 918	\$ 955	\$ 991	\$1,027	\$1,063	\$1,100
Senior Co-sponsor	4%	\$ 918	\$ 955	\$ 991	\$1,027	\$1,063	\$1,100
Student Council	7%	\$1,607	\$1,670	\$1,734	\$1,797	\$1,861	\$1,924
National Honor Society	6%	\$1,377	\$1,432	\$1,486	\$1,541	\$1,595	\$1,649
Pom Pon Sponsor	6%	\$1,377	\$1,432	\$1,486	\$1,541	\$1,595	\$1,649
Yearbook Advisor	8%	\$1,837	\$1,909	\$1,982	\$2,054	\$2,127	\$2,199
Marching Band	11%	\$2,525	\$2,625	\$2,725	\$2,824	\$2,924	\$3,024
Cheerleaders	9%	\$2,066	\$2,148	\$2,229	\$2,311	\$2,393	\$2,474
Play Director	7%	\$1,607	\$1,670	\$1,734	\$1,797	\$1,861	\$1,924
Ass't. Play Director	4%	\$ 918	\$ 955	\$ 991	\$1,027	\$1,063	\$1,100
Science Olympiad	4%	\$ 918	\$ 955	\$ 991	\$1,027	\$1,063	\$1,100
Quiz Bowl	4%	\$ 918	\$ 955	\$ 991	\$1,027	\$1,063	\$1,100
Close Up	4%	\$ 918	\$ 955	\$ 991	\$1,027	\$1,063	\$1,100
<b>MIDDLE SCHOOL</b>							
Band Director	5%	\$1,148	\$1,193	\$1,239	\$1,284	\$1,329	\$1,375
Ass't. Band Director	4%	\$ 918	\$ 955	\$ 991	\$1,027	\$1,063	\$1,100
Play Director	6%	\$1,377	\$1,432	\$1,486	\$1,541	\$1,595	\$1,649
Ass't. Play Director	3%	\$ 689	\$ 716	\$ 743	\$ 770	\$ 798	\$ 825
Athletic Coordinator	9%	\$2,066	\$2,148	\$2,229	\$2,311	\$2,393	\$2,474
Student Senate Advisor	6%	\$1,377	\$1,432	\$1,486	\$1,541	\$1,595	\$1,649
Science Olympiad	4%	\$ 918	\$ 955	\$ 991	1,027	\$1,063	\$1,100

Experience		0	1	2	3	4	5
Base Salary		\$22,957	\$23,864	\$24,770	\$25,677	\$26,584	\$27,491
ASSIGNMENT							
SYLVESTER ELEMENTARY							
Volcalaires	5%	\$1,148	\$1,193	\$1,239	\$1,284	\$1,329	\$1,375
<p>Advisor of the Yearbook to be paid \$4.00 per hour for summer effort, as provided in advance by the High School Principal, up to a yearly monetary total of 8%.</p> <p>Coordinator of Media Services to be paid 18%, plus per diem pay per Article 15.8 (extended services).</p> <p>This Schedule merely indicates the remuneration in the event the position is filled.</p>							

## **POLICY REGARDING OBJECTIONS TO POLITICAL-IDEOLOGICAL EXPENDITURES**

Upon timely objection, no individual required to pay a service fee to the Michigan Education Association (MEA) or a local affiliate shall be required, through the payment of such a fee, to contribute to the financial support of an ideological cause or political activity unrelated to collective bargaining, contract administration, grievance adjustment and lawfully chargeable employee representation. An individual who, in compliance with the administrative procedures established by the Executive Director of the Michigan Education Association, objects to the use of a portion of his/her service fees to support such an ideological cause or political activity shall be required to pay a reduced fee based upon a determination of the percentage of the MEA's annual expenditures for the prior year necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees.

### **OBJECTIONS TO POLITICAL IDEOLOGICAL EXPENDITURES ADMINISTRATIVE PROCEDURES**

#### **STEP I**

By November 30 of each year, or as soon thereafter as possible, the Executive Director of the Michigan Education Association or his/her designee shall determine the amount of MEA's, NEA's, and local associations' (for those locals collecting a local service fee) total expenditures for the preceding fiscal year that were expended on chargeable and nonchargeable activities. The Executive Director or his or her designee shall then calculate the reduced fee that an objector will be required to pay based upon expenditures of the previous fiscal year. The amount of the reduced fee may be further reduced by an additional amount to make allowance for disputed chargeable costs. By November 30, or as soon thereafter as possible, the Executive Director shall provide to all non-union employees who are required to pay an agency fee adequate information identifying the NEA's, MEA's and local associations' total expenditures for the previous fiscal year sufficient to enable them to assess the propriety of the service fee calculation. The information provided to non-union employees shall include:

- (1) A list of expenditures made by the NEA and MEA, by major category, during the previous fiscal year verified by an independent auditor and an identification of whether the major category of expense, or a particular portion thereof, is chargeable to objectors;

- (2) In those instances where a local association service fee is collected, a list of the local association's major categories of expenditures verified by an independent auditor and an identification of whether the major category of expense, or a particular portion thereof, is chargeable to objectors shall be provided;
- (3) The amount of the reduced agency fee;
- (4) The method used to calculate the reduced agency fees; and
- (5) A copy of this procedure.

## STEP II

Within 30 days of the MEA providing the information identified in **Step I**, non-union employees shall give written notice of the Executive Director of MEA at 1216 Kendale Boulevard, P.O. Box 2573, East Lansing, Michigan 38823, either by mail or by personal delivery, of the non-union employee's decision to:

- (1) Join the union and pay union dues;
- (2) Pay a service fee equal to dues, less the pro rata cost of liability insurance provided to union members;
- (3) Pay the reduced fee as determined by the Executive Director; or
- (4) Pay the reduced fee into an independent, interest-bearing escrow account designated by the Executive Director and challenge the reduced fee.

The non-union member may challenge the NEA portion of the reduced fee, the MEA portion of the reduced fee, the local portion of the reduced fee, or any combination thereof. Failure to provide timely notice will result in the non-union employee being required to pay a service fee equal to dues less the pro rata cost of liability insurance provided to union members. A challenge to the reduced fee must be made each year by the non-union member. At the time of filing an objection, the non-member shall pay that portion of the reduced fee which has accrued into the escrow account. Collection of service fees for non-members will not begin until after the period for written objection has expired. All such payments of an objecting non-union member required by these procedures shall be paid into the First of America-Central escrow account and shall remain in said account until such time as the arbitrator has issued his or her decision on the proportion of the agency fee that is chargeable to non-members. Thereafter all such funds in the escrow account shall be disbursed in conformity with these procedures.

Non-union employees who become part of the bargaining unit after the MEA has provided the information identified in **Step I**, shall be provided with the information identified in **Step I** within 30 days of becoming a member of the bargaining unit and shall have 30 days from the time MEA provides the information in which to give the written notice to the Executive Director of MEA described in **Step II**. If the non-union employee challenges the reduced fee and the challenge occurs too late to allow the employee to participate in the hearing described in **Step III** of these procedures, no separate hearing shall be held, but the non-union employee's agency fees will be determined based upon the hearing described in **Step III**.

### **STEP III**

Within 15 days of the deadline for providing written notice challenging the reduced fee, the MEA will initiate the procedure for a consolidated hearing of all objections before an impartial decision-maker. An arbitrator will be selected pursuant to the Rules for Impartial Determination of Union Fees of the American Arbitration Association (said rules being attached to this procedure) and the conduct of the hearing shall proceed in accordance with those rules, except that the union may not waive oral hearings pursuant to Rule 19.

After the hearing, the arbitrator shall determine the proportion of the agency fee that is chargeable to non-members under applicable law. The arbitrator shall issue the decision and determination not later than 30 days from the closing of the hearing, but in no event later than May 1 of the fiscal year and shall submit copies of the decision to the MEA and to each objector. In no event may the arbitrator determine the agency fee that is chargeable to non-members to be an amount greater than the reduced agency fee.

After the arbitrator's decision, the MEA shall direct the disbursement of all funds in the escrow account, including interest, to the proper parties in accordance with the arbitrator's decision. If the objector has not paid sufficient money into the escrow account, the objector shall be responsible for payment of the difference between the amount determined chargeable by the arbitrator and the amount actually paid into escrow.

The objectors and/or the NEA, MEA, or local association may challenge the arbitrator's decision, pursuant to law, but such challenge, if successful, shall not result in an agency fee greater than that determined by the arbitrator.