



BERRIEN
RESA

2023-2026 **MASTER AGREEMENT**

between the

**Berrien Regional Education Service Agency
Board of Education**

and the

**Berrien County Intermediate
Education Association**

Optimizing student outcomes
through collaboration and transformation.

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NOTE: The Master Agreement can be accessed through:
<http://www.berrienresa.org/HR>

AGREEMENT

This Agreement, made and entered into this 26th day of May, 2023 by and between the Board of Education of the Berrien Regional Education Service Agency, Berrien Springs, hereinafter referred to as the "Board," and the Berrien County Intermediate Education Association, hereinafter referred to as the "Association,"

WITNESSETH:

ARTICLE I — PURPOSE AND INTENT

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

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

ARTICLE II — RECOGNITION

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

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

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

For the purpose of complying with various public acts adopted by the Michigan Legislature in 2011 (e.g. 2011 PA 103), the term "teacher(s)" refers to an employee of the Berrien RESA whose employment is regulated by the Michigan Teachers' Tenure Act, as amended, and the term "ancillary staff" refers to an employee of the Berrien RESA whose employment is not regulated by the Michigan Teachers' Tenure Act.

ARTICLE III — MANAGEMENT RIGHTS

SECTION 1: The parties acknowledge the legal and professional obligations of the District to comply with the provisions of the Every Student Succeeds (ESSA) Act of 2015, and the regulations promulgated thereunder, including "Highly Qualified" teachers, and agree that nothing in this Agreement shall be construed directly or indirectly to interfere with or prohibit the District from fully complying with the definitions, standards, and requirements of ESSA.

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

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

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

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

ARTICLE IV — ASSOCIATION RIGHTS

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

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

SECTION 2: The Association shall have the right to negotiate on matters concerning salaries, hours, terms and conditions of employment except when prohibited by law. 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.

ARTICLE V — PROBATION

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

ARTICLE VI — LEAVES OF ABSENCE

SECTION 1: LEAVES WITH PAY AND FRINGE BENEFITS

- A. Sick Leave - Ten (10) 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 four (4) on the third Monday of January, providing they are in active service at each point. Unused sick days will accumulate to a maximum of 90 and may be used subject to the following conditions and limitations:
1. Illness or disability of the employee - all available.
 2. Serious illness or disability of employee's immediate family (present spouse, father, mother, brother, sister, children, step-children, grandparents) - maximum of five (5) days per incident. A maximum of five (5) days per incident for critical illness of any or all of the employee's grandchildren. An additional day per year may be granted for the life-threatening illness of other family members.
 3. Upon request by the Board, a professional staff member must submit a certificate from a medical doctor, not related to the professional staff member, that such professional staff member is physically or mentally able or unable to perform his assigned duties, to return from sick leave, or continue employment
 4. Abuse or falsification of sick leave shall be considered just cause for discipline, demotion, or termination.
 5. Sick leave benefits, if available, may be used (at the discretion of the employee), to augment benefits under Worker's Compensation so as to

maintain the daily salary of the employee. Maximum leave is for one (1) calendar year, except that by mutual agreement of both parties it may be extended beyond the one (1) calendar year.

6. Upon termination of employment from the district, one-third (1/3) of the accumulated unused sick leave of the employee shall be added to the sick bank. In no case will unused sick leave be compensated with pay, except for the following:

Employees who meet all of the following requirements shall be paid \$75 per unused sick day:

- a. Must retire under the provisions of the Michigan Public Schools Employee Retirement System
- b. Must have 10 years of service to the District
- c. Must notify in writing to the Director of Human Resources by March 1 of their retirement at the end of the school year

The District will payout within 45 days of the effective date of retirement in the form of a check or a 403(b) or 457(b) contribution by the district to the list of authorized investment providers.

7. Written notice of any planned or prearranged use of sick leave shall be given to the Supervisor as soon as possible after the need becomes known and should, if possible, be arranged to coincide with the scheduled breaks in the school year.
8. Any employee whose disability extends beyond his accumulated sick leave days may, with appropriate notice by the employee, be granted a leave of absence without pay until able to return to work as provided in Section 2-D. Failure of appropriate notice shall automatically cause the employee to be placed on Unpaid Leave under Section 2-D for thirty (30) days with subsequent "termination" as specified in that Section if other arrangements are not made.

9. Sick Bank Provisions:

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

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

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

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

- (1) The sick bank shall be available the day after the employee has exhausted their final available sick day towards a prolonged illness or disability and to a maximum of twenty (20) work days or until long term disability insurance coverage begins, whichever occurs first. A prolonged illness or disability is defined by an employee's licensed medical professional who certifies that the employee needs to be absent from work for 5 consecutive days or more.
 - c. Absence from work due to disability resulting from injury prior to the availability of Worker's Compensation benefits shall automatically be deducted from the sick bank. The Supervisor must verify in writing the cause of the injury.
 10. Any isolation as mandated by the CDC once verified may receive up to five (5) days of paid leave (not deducted from total sick days) per employee per school year.
- 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/stepmother, father/stepfather, children/stepchildren, brother/stepbrother, sister/stepsister, brother/sister-in-law, mother/father-in-law, grandparents, grandchildren).
 2. Maximum of three (3) days per incident for the former spouse when there are children from that former marriage.
 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 their personal/business leave days, one day, not deductible from other leave, may be used for the death of friends or relatives not in the immediate family. Not more than two (2) staff members may be absent per building during the student instructional day without approval of the Supervisor.
- C. Personal/Business Leave — Personal/business leave may be used subject to the following conditions and limitations:
1. Maximum of four (4) personal/business leave days may be granted per year.
 2. Unused portions of personal/business days will be accumulated as sick leave at the end of each year.
 3. Personal/business leave may be granted on days immediately preceding or following holidays, vacation days, or week-ends contiguous to holidays or vacation days if approved by Human Resources or designee. Such written requests, however, must be submitted at least five (5) school days prior to the beginning of the requested leave.

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

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

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

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

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

1. An employee who is in the process of adopting a child shall be entitled to adoption leave under this Section.

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

SECTION 2: LEAVES WITHOUT PAY AND WITHOUT FRINGE BENEFITS

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

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

- A. Anticipated Prolonged Disability Leave — Prolonged leave for disability that is anticipated to cause absence for five (5) or more consecutive work days is available to employees and will be handled through combinations of other leaves included within the Agreement.
- B. Child Care Leave — Child care leave may be available to all employees subject to the following conditions and limitations:
 1. Prolonged serious illness of a dependent child, immediate postnatal care, or adoption.
 2. Maximum leave is four (4) weeks. Absence required beyond four weeks may fall under Special Unpaid Leaves.
 3. Thirty (30) days written notification is required (except in emergencies).
 4. Employees who take child care leave contiguous to active employment or paid leave, shall not lose benefits.
- C. Sabbatical Leave — Upon completion of seven (7) years of continuous service with the Berrien Regional Education Service Agency, an employee may be granted sabbatical leave subject to the following conditions and limitations:
 1. Maximum sabbatical leave is one (1) contract year.
 2. Written request must be made to the Assistant Superintendent or 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 time lines, except in emergencies approved by the Administration, shall be deemed a voluntary resignation, and the employee shall lose all rights under this Agreement. In the case of tenured teachers, when no notice has been received from the employee, the District will send a notice by certified mail to their last known address, which will indicate that they shall have ten (10) calendar days to notify the District in writing of their intent to return to work. The notice will further state that failure to comply with the notification time lines shall be deemed a voluntary resignation.

4. Upon return from sabbatical leave, the employee (excluding teachers) 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 (excluding teachers) will be reinstated to the same position. If the leave is for sixty (60) school days or more, the employee (excluding teachers) 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 (excluding teachers) 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 (excluding teachers) will be placed on layoff and subject to the layoff and recall provisions of this Agreement.

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 Human Resources or 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 Human Resources or 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) unpaid days within a twelve (12) month time period shall break the continuity of employment for experience increase on the salary schedule for the next year.

- a. Those returning from an authorized FMLA leave are exempt from breaking the continuity of employment for experience increase.
5. An employee on leave under this Section shall notify the District in writing of his/her intent to return to work at least thirty (30) days prior to the scheduled expiration of the leave, or July 1, whichever occurs sooner. Failure to notify the District in writing by the required time lines, except in emergencies approved by the Administration, shall be deemed a voluntary resignation, and the employee shall lose all rights under this Agreement. In the case of tenured teachers, when no notice has been received from the employee, the District will send a notice by certified mail to their last known address, which will indicate that they shall have ten (10) calendar days to notify the District in writing of their intent to return to work. The notice will further state that failure to comply with the notification time lines shall be deemed a voluntary resignation.
6. Upon return from special unpaid leave, the employee (excluding teachers) 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 (excluding teachers) will be reinstated to the same position. If the leave is for sixty (60) school days or more, the employee (excluding teachers) 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 (excluding teachers) 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 (excluding teachers) 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 (excluding teachers) will be placed on layoff and subject to the layoff and recall provisions of this Agreement.
7. If special unpaid leave is caused by a serious physical and/or personal disability of the employee himself or herself, the Board shall continue to pay negotiated insurance premiums until the third monthly payment has been made after the beginning date of the unpaid leave, after which, the employee shall have rights to coverage as allowed under Cobra. If the employee is on Long Term Disability (LTD), the Board shall continue to pay health and medical benefits up to nine (9) months.
8. Falsification of documents or failure to abide by a denial of request shall be just cause for discipline up to and including termination.

ARTICLE VII — VALIDITY OF AGREEMENT

If, during the life of this Agreement, any of the provisions contained herein are found to be invalid by operation of law by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final

determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision except where prohibited by law.

ARTICLE VIII — AGREEMENT AS BOARD POLICY

Except where prohibited by 1994 PA 112 and 2011 PA 103, this Agreement shall supersede any rules, regulation or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual professional staff member contracts heretofore in effect.

ARTICLE IX — GRIEVANCE PROCEDURE

SECTION 1:

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

SECTION 2: FIRST STEP (Informal)

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

SECTION 3: SECOND STEP (Assistant Superintendent)

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

SECTION 4: THIRD STEP (Mediation)

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

SECTION 5: FOURTH STEP (Board)

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

SECTION 6: TIME LIMITS

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

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

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

ARTICLE X — CONFERENCES

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

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

SECTION 3: Reimbursement, in an amount to be determined by the Assistant Superintendent or designate, 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 183 equivalent work days (182 full-time and two half-day scheduled working days which compose the contractual work year), 178 of these days shall be instructional. The two (2) instructional half-days will occur the day before Winter Break and Spring Break. Identified Early-On Staff shall have a year round calendar not to exceed 195 days. The School Nurse shall have a year-round calendar not to exceed 210 days.
- B. All new teachers to the District, who have not met the professional development day requirements, will complete the required work within the time constraints of the revised School Code and with no additional compensation beyond the current salary schedule.

SECTION 2: The work day shall be from 8:00 a.m. to 3:45 p.m. 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 Assistant Superintendent or designate may excuse an employee from the attendance for just cause. Such excuse shall be in writing.

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

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

SECTION 5: An employee may request work hours different than the normal working day during the regular work year by submitting a written request to the Assistant Superintendent or 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 Assistant Superintendent or designate. Approval or denial of course work addressed herein shall not be subject to the grievance procedure, nor shall approval or denial of a requested change in work hours which is not required by this contract.

SECTION 6:

- A. All personnel will be required to make up days lost as a result of inclement weather, other acts of God, or circumstances beyond the District's control in excess of six (6).
- B. Inclement Weather Procedures - The Superintendent or his designate shall have the responsibility to close RESA programs and facilities due to weather. When the RESA is closed, all programs and facilities will be closed including Blossomland Learning Center, Lighthouse Education Center, Administrative Center and Juvenile Center. All personnel will be required to make up days lost as a result of inclement weather, other acts of God, or circumstances beyond the District's control in excess of six (6) unless additional days are permitted by waiver from MDE or State Law.

SECTION 7: Hours of pupil instruction shall be from 8:30 a.m. - 3:00 p.m. each day except for the seven half days. The total hours in a year shall not exceed 1138.

SECTION 8: An employee may request a flex day different than the normal scheduled workday if their assigned LEA has a scheduled day of school that is different than the regular District calendar by submitting a written request to the Assistant Superintendent not less than ten (10) calendar days in advance except in extenuating circumstances (i.e., President's Day, MLK Day, et.).

ARTICLE XII — EMPLOYEE EVALUATION AND PERSONNEL FILE

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

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

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

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

ARTICLE XIII — INSURANCE

SECTION 1: During the term of this agreement, except during any withholding of services, the District will opt for the 80/20 split for health insurance. The District's share of the premium equivalent will be 80% and the employee's share of the premium equivalent will be 20%.

The District will provide two options for employees to select:

- Option A: Health Insurance – will be Priority Health
\$500/\$1000 deductible in-network, \$1,000/\$2,000 deductible out-of-network
100% after deductible (in-network)
\$30 office visit/\$150 ER visit co-pays
RX Card - \$20 generic, \$50 formulary brand, \$100 non-formulary brand
(mail order 1 co-pay for a three-month supply)

The monthly premium equivalent for 2023-2024 will be:

Single - \$172

Two Person - \$345

Family - \$483

- Option B: Health Insurance – will be Priority Health
\$2,500/\$5,000 deductible in-network, \$5,000/\$10,000 deductible out-of-network
70% coverage after deductible (in-network)
\$30 office visit/\$150 ER visit co-pays
RX Card - \$20 generic, \$50 formulary brand, \$100 non-formulary brand
(mail order 1 co-pay for a three month supply)

The monthly premium equivalent for 2023-2024 will be:

Single - \$149

Two Person - \$298

Family - \$417

If an employee certifies they have health coverage elsewhere and waive the District's plan the following option is available:

- Cash in lieu of Health Insurance – will be \$600 per month

When both spouses are employed by the Board, they shall be entitled to health insurance coverage in one of their names and the other spouse will be entitled to the Cash in lieu of health insurance option.

The following insurance benefits may be selected by the employee:

- Dental Insurance – 100% on basic services, 75% on all other services with a \$2,500 annual maximum, 60% orthodontic with a \$2,500 Lifetime Maximum (under age 19) – *the monthly premium will be \$2.50.*
- Vision Insurance – 100% coverage - \$600 maximum per 2-year period – *the monthly premium will be \$1.50.*

All employees who are eligible to receive insurance benefits will have the following:

- Life Insurance - \$50,000 on employee only
- Long Term Disability – 66 2/3% of salary
- Ability to participate in the Section 125 Cafeteria Plan which shall include the medical reimbursement program

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

SECTION 2: The insurance premiums will be pro-rated over 24 pays (1st and 2nd paydays of the month).

SECTION 3: The Plan year for all insurance shall be July 1 through June 30 and any change in premium equivalent will occur on July 1 of each year.

SECTION 4: All full-time staff members shall be entitled to insurance coverage under this Article. While the District maintains self-funded insurance, employees working at least half-time will pay the same employee share as full-time staff. Employees working less than half-time shall not be entitled to any insurance benefits.

SECTION 5: The Board shall maintain insurance coverage provided in this Article from July 1 through June 30 for all eligible employees provided the employee has completed his/her contractual work year. Should an employee complete his/her contractual work year and be covered through another employer prior to June 30, it shall be that employee's responsibility to so inform the Board so as to avoid unnecessary and redundant coverage. Any employee who has completed the entire school year and whose employment with the District terminates at the end of the school year, shall continue to receive insurance benefits under this Article through August 31 of the year in which their employment terminates.

SECTION 6: The surviving spouse and/or dependent children (as per the IRS definition) of a staff member who dies during the term of employment with the District shall receive Health (or cash in lieu of option), dental and vision benefits which were in place at the time of death for one (1) calendar year.

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

SECTION 7: All full-time staff members shall be entitled to insurance coverage under this Article. The following will apply as long as the District is self-funded:

Should the District have a full-time FTE available for a particular position and a staff member is requesting part-time, the health insurance premium equivalent will be prorated as follows:

Working 50% - employee pays 55% of the premium equivalent

Working 60% - employee pays 45% of the premium equivalent

Working 70% - employee pays 35% of the premium equivalent

Working 80% - employee pays 25% of the premium equivalent

Employees receiving cash in lieu benefits will receive a prorated amount of the cash in lieu based on the percentage of days they work.

Employees working less than half-time shall not be entitled to any insurance benefits.

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 Assistant Superintendent or designate and up to four (4) members of this Association selected by the Association. Appropriate others may be included upon agreement of the Assistant Superintendent and the four (4) members selected by the Association. Meetings shall be scheduled every other month during the school year and chaired by the Assistant Superintendent or designate. 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 decision. It is not the purpose of the communications committee to supplant the grievance procedure. Topics that relate to individuals or groups of staff and not to all staff should first be discussed with the immediate supervisor.

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

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

ARTICLE XV — LAYOFF AND RECALL – PERA SECTION 15(3) (K) MAKES LAYOFF AND RECALL OF TEACHERS A PROHIBITED SUBJECT OF BARGAINING.

SECTION: In the event that the Board decides, due to economic or other reasons, that positions covered under this Agreement must be altered, reduced or eliminated, the Board shall determine the order of layoff subject to 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 of ancillary staff employees shall occur in the following order (priority ranked, "A" being first):

- A. Ancillary staff employees working in programs who do not meet the required standards for reimbursement in those programs.
- B. Probationary ancillary staff employees, providing there are non-probationary ancillary staff employees certificated (where required), full state approved, and available to fulfill remaining positions. Probationary ancillary staff employees, providing there are other probationary ancillary staff 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. Ancillary staff employees on first year probation
 - 2. Ancillary staff employees on second year probation
 - 3. Ancillary staff employees on third year probation
 - 4. Ancillary staff employees on fourth year probation

- C. Non-probationary ancillary staff employees with temporary state approval providing there are ancillary staff employees with full state approval available to fulfill remaining positions.
- D. Ancillary staff employees with full state approval.

SECTION 3: If through employing the process in Section 2 of this Article the ancillary staff individual(s) to be laid off cannot be identified, the ancillary staff 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 ancillary staff 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 ancillary staff employee to maintain current documentation of the above criteria in the personnel file.

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

- A. Step 1 — Certification
 - 1. Non-probationary ancillary staff employees with full state approval for the position.

2. Probationary ancillary staff employees with full state approval for the position in the following order:
 - a. Ancillary staff employees on fourth year probation
 - b. Ancillary staff employees on third year probation
 - c. Ancillary staff employees on second year probation
 - d. Ancillary staff employees on first year probation
3. Non-probationary ancillary staff employees with temporary state approval for the position.
4. Ancillary staff probationary employees with temporary state approval for the position in the following order:
 - a. Ancillary staff employees on fourth year probation
 - b. Ancillary staff employees on third year probation
 - c. Ancillary staff employees on second year probation
 - d. Ancillary staff employees on first year probation

B. Step 2 — Seniority

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

C. Step 3 — Qualifications

If through employing Steps 1 and 2 above, the ancillary staff 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 ancillary staff 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 ancillary staff 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 ancillary staff employee to be moved to the bottom of the

recall list. Ancillary staff employees refusing recall to a second position or failure to respond to such recall within ten (10) calendar days, shall be terminated. Ancillary staff 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 ancillary staff employee address on file.

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

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

**ARTICLE XVI — TRANSFERS AND VACANCIES – PERA SECTION 15(3) (J) MAKES
TEACHER PLACEMENT A PROHIBITED SUBJECT OF BARGAINING.**

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

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

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

ARTICLE XVII — GENERAL

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

A. Mileage allowance shall not be allowed for travel to and from work unless:

1. A staff member is required at any time to complete their work duties in multiple locations across the county, AND the beginning/ending work location exceeds fifteen (15) miles from their home. In this case, mileage may be claimed beyond fifteen (15) miles in each direction.

2. For those employees who reside outside the limits of Berrien County, "home" shall be interpreted to be the "county line."

- B. Excessive Mileage Allowance — Employees who drive "excessive mileage" required by the Board shall receive compensation at the end of the school year in the amount of \$100 subject to the following conditions:
1. "Excessive mileage" shall be defined as those annual reimbursable miles driven during a school year, not including any miles for travel to and from work, in excess of 6,000 miles.
 2. To be eligible to receive the excessive mileage compensation, the employee must submit a written request to the business office no later than June 15 for that school year.
 3. Mileage from home to the employee's first work station and mileage from the employee's last work station home may not be included in the computation of the "excessive mileage" provision of this section - even though some of this mileage (i.e.: those miles in excess of 15) is allowed for reimbursement during the regular school year.

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

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

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

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

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

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

SECTION 8: WELLNESS PROGRAMS

There may be a wellness committee comprised of three (3) administrators and one (1) employee chosen from and by the association to recommend to the Board wellness program

activities for employees. Upon the Board's acceptance of the committee's recommendation, schedule adjustments of non-instructional time shall be allowed for participation in approved programs.

SECTION 9: All Floating Teacher employees shall be paid in accordance with the following provisions:

- A. Each new Floating Teacher employee hired may be initially placed on the BA column with up to a maximum of 10 years of experience.
- B. Floating Teacher employees shall remain on the 1st column (BA) and shall not gain college credit or degree enhancement as a Floating Teacher.

SECTION 10: All employees are covered under the Berrien Regional Education Service Agency liability policy for the administration and/or failure to administer prescription drugs.

SECTION 11: 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 12: 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 13: MENTORS

- A. For the first three (3) years of his/her employment in a classroom teaching position, the teacher shall be assigned by the supervisor to a tenured teacher who will serve as a mentor. The mentor teacher's most recent evaluation shall have been Effective or Highly Effective. Accepting the position of a mentor is voluntary. The mentor teacher shall assist the probationary teacher in achieving the goals of the probationary teacher's Individual Development Plan (IDP).
- B. Individuals who are interested in serving as a mentor teacher shall notify the building principal in writing at the beginning of the school year. Within the pool of qualified mentors, new teachers and mentors shall be matched within the same program and level as much as possible. A list of mentor assignments shall be submitted to the Human Resources Office as soon as available and a copy will be provided to the Association President. While every attempt will be made to limit mentoring assignments to one (1) probationary teacher, the District reserves the right to assign more than one (1) if the number of probationary teachers

exceeds the number of potential mentor teachers. The District further reserves the right to utilize other professionals as mentors (i.e.: retired tenured teachers, university professors, etc.) to serve as mentors.

- C. The purpose of the mentor/new teacher match is to acclimate the new teacher and to provide necessary assistance toward the end of the quality instruction in a non-threatening and collegial fashion. As a result, both parties agree that the relationship will be confidential and the mentor shall not be a participant in the new teacher's evaluation. Neither the mentor nor the new teacher will be required to testify as a witness in any grievance or administrative hearing involving the professional competence of the mentor or new teacher. However, nothing herein excuses the mentor or new teacher from testifying or cooperating with an investigation of alleged criminal or illegal conduct.
- D. The supervisor will make 2 - (½ days) or equivalent per semester available as release time for the mentor during the first year; 1 - (½) day or equivalent per semester available release time during the second year; in order to allow the mentor time to work with the probationary professional staff in his/her assignment during the regular work day. During the third year, the supervisor may allow for some release time after discussion with the mentor professional staff.
- E. The mentor teacher must complete the "Mentor Log" documenting the time spent with the probationary teacher, both in the classroom and outside the classroom. The Log will show the date, time spent mentoring, the goals or activities for that time, and will be initialed by the probationary teacher. In addition, the mentor shall submit a detailed written report to the supervisor at the end of the school year detailing the areas of focus and time spent.
- F. While Section 380.1526 of the Revised School Code requires the District to assign mentors for classroom teachers, nothing herein is intended to require or prohibit the District from assigning mentors to other professional staff (i.e.: psychologists, PT's, OT's, social workers, etc.). When the District assigns mentors to other professional personnel, compensation and release time will be the same as for mentor teachers.
- G. Mentors shall be compensated as follows:
 - \$700 for 1st year probationary teachers per mentee
 - \$600 for 2nd year probationary teachers per mentee
 - \$500 for 3rd year probationary teachers per mentee
- H. The following matters in this Section shall not be subject to the grievance procedure: (a) the assignment of mentors; (b) the matching of mentors and mentees; (c) the non-renewal of any mentor position; (d) the decision of a supervisor concerning release time during the 3rd year.

SECTION 14: Employees shall have the right to submit a written request for reimbursement for a portion of the costs of continuing education to the Assistant Superintendent or designate. Reimbursement will be provided subject to the following procedures:

- A. All requests must be submitted to the Assistant Superintendent or designate prior to enrollment in the course.

- B. Only graduate level courses approved in advance by the Assistant Superintendent or designate and directly related to the employee's job responsibilities will be allowed.
- C. Employees must provide evidence of a passing grade in order to be eligible for reimbursement.
- D. A maximum of nine (9) hours of graduate credit will be eligible for reimbursement during any one 12-month period.
- E. Reimbursement for approved credit will be at 50% of the resident graduate rate per credit hour. This credit hour rate will be determined by computing the average resident graduate rate for the year of Western Michigan University, Michigan State University, Grand Valley State University, and Central Michigan University. At no time will the reimbursement be more than 50% of the tuition cost.
- F. Only approved graduate university hours will be authorized. Continuing education units will not be allowed for reimbursement under this Section.

SECTION 15: MTTC REIMBURSEMENT

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

SECTION 16: DISCIPLINE – PERA Section 15(3)(m) makes decisions about discipline etc a prohibited subject of bargaining

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

SECTION 17: ANNUITY PLAN

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

SECTION 18: INTERN OR EQUIVALENT SUPERVISION

Accepting the position of an intern supervisor is voluntary. The District reserves the right to assign more than one (1) if the number of interns exceeds the number of potential intern supervisors. The District further reserves the right to match the intern to the qualified intern supervisor.

- A. Intern supervisors shall be compensated as follows:
\$500 per semester per intern
- B. The following matters in this Section shall not be subject to the grievance procedure: (a) the assignment of intern supervisors; (b) the matching of interns and intern supervisors; and (c) the non-renewal of any intern supervisor position.

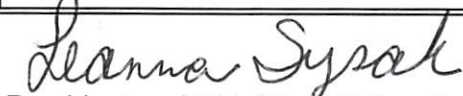

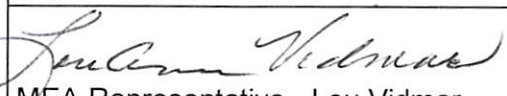


ARTICLE XVIII — DURATION

This Agreement shall become effective as of the 1st day of July, 2023 and the terms and provisions thereof shall remain in full force and effect through the 30th day of June, 2026.

Either party may notify the other of its intention to renegotiate this Agreement in writing prior to April 1, 2026. Both parties agree to promptly begin to negotiate on or before April 15, following such notification.

An emergency manager appointed pursuant to the Local Government and School District Fiscal Responsibility Act is allowed to reject, modify or terminate this Agreement in accordance with such Act, 2011 PA 4.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Berrien Springs, Michigan on the 26th day of May, 2023.

FOR THE ASSOCIATION:	FOR THE BOARD OF EDUCATION:
 President and Chief Negotiator - Leanna Sysak	 President - Dave Pagel
 MEA Representative - Lou Vidmar	 Superintendent - Eric Hoppstock
	 Chief Negotiator - Breanna Bell

ARTICLE XIX - SALARY SCHEDULE

SECTION 1: Salary Schedule for the 2023-2024 School Year.

Experience	A	B	C	D	E
	BA	BA+15	MA/BA+45	MA+15	MA+30
0	\$51,668	\$52,817	\$55,165	\$56,728	\$58,692
0.5	\$52,175	\$53,405	\$55,823	\$57,461	\$59,522
1	\$52,681	\$53,971	\$56,479	\$58,187	\$60,351
1.5	\$53,187	\$54,534	\$57,138	\$58,917	\$61,418
2	\$53,695	\$55,101	\$57,797	\$59,644	\$62,015
2.5	\$54,201	\$55,669	\$58,457	\$60,375	\$62,844
3	\$54,708	\$56,235	\$59,114	\$61,103	\$63,674
3.5	\$55,218	\$56,906	\$59,771	\$61,835	\$64,504
4	\$55,723	\$57,366	\$60,429	\$62,564	\$65,334
4.5	\$56,231	\$57,935	\$61,090	\$63,289	\$66,166
5	\$56,737	\$58,502	\$61,746	\$64,020	\$66,997
5.5	\$57,247	\$59,069	\$62,404	\$64,749	\$67,826
6	\$57,750	\$59,632	\$63,061	\$65,476	\$68,660
6.5	\$58,292	\$60,198	\$63,722	\$66,208	\$69,489
7	\$58,766	\$60,766	\$64,380	\$66,938	\$70,321
7.5	\$59,273	\$61,335	\$65,040	\$67,667	\$71,374
8	\$59,779	\$61,902	\$65,696	\$68,395	\$71,979
8.5	\$60,288	\$62,466	\$66,353	\$68,866	\$72,810
9	\$60,794	\$63,036	\$67,012	\$69,855	\$73,640
9.5	\$61,301	\$63,604	\$67,673	\$70,582	\$74,472
10	\$61,809	\$64,166	\$68,330	\$71,312	\$75,302
10.5	\$62,313	\$64,730	\$68,987	\$72,042	\$76,131
11	\$62,820	\$65,300	\$69,645	\$72,770	\$76,963
11.5	\$63,448	\$65,953	\$70,303	\$73,499	\$77,795
12	\$64,083	\$66,612	\$70,961	\$74,228	\$78,624
12.5	\$64,723	\$67,278	\$71,620	\$74,958	\$79,455
13	\$65,370	\$67,950	\$72,278	\$75,689	\$80,287
13.5	\$66,024	\$68,631	\$72,935	\$76,416	\$81,119
14	\$66,685	\$69,317	\$73,596	\$77,145	\$81,947
14.5			\$74,331	\$77,917	\$82,766
15			\$75,074	\$78,696	\$83,594
15.5			\$75,825	\$79,483	\$84,430
16			\$76,584	\$80,278	\$85,275
16.5			\$77,350	\$81,080	\$86,128
17			\$78,123	\$81,892	\$86,989
17	\$1,000	\$1,200	\$1,300	\$1,400	\$1,500
20	\$1,600	\$1,700	\$1,800	\$1,900	\$2,000
25	\$2,100	\$2,200	\$2,300	\$2,400	\$2,500

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

Column Definition:

A = Acquired BA/BS/RN

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

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

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

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

ARTICLE XIX - SALARY SCHEDULE

SECTION 1: Salary Schedule for the 2024-2025 School Year.

Experience	A	B	C	D	E
	BA	BA+15	MA/BA+45	MA+15	MA+30
0	\$53,735	\$54,930	\$57,371	\$58,997	\$61,040
0.5	\$54,262	\$55,541	\$58,056	\$59,759	\$61,903
1	\$54,788	\$56,130	\$58,738	\$60,514	\$62,765
1.5	\$55,314	\$56,716	\$59,423	\$61,274	\$63,875
2	\$55,843	\$57,305	\$60,109	\$62,030	\$64,496
2.5	\$56,369	\$57,896	\$60,796	\$62,790	\$65,358
3	\$56,896	\$58,484	\$61,478	\$63,547	\$66,221
3.5	\$57,426	\$59,182	\$62,162	\$64,309	\$67,084
4	\$57,952	\$59,661	\$62,846	\$65,067	\$67,947
4.5	\$58,480	\$60,253	\$63,533	\$65,821	\$68,812
5	\$59,007	\$60,842	\$64,216	\$66,581	\$69,677
5.5	\$59,537	\$61,432	\$64,900	\$67,339	\$70,539
6	\$60,060	\$62,017	\$65,584	\$68,095	\$71,406
6.5	\$60,624	\$62,606	\$66,271	\$68,857	\$72,268
7	\$61,117	\$63,197	\$66,955	\$69,615	\$73,133
7.5	\$61,644	\$63,788	\$67,641	\$70,373	\$74,229
8	\$62,170	\$64,378	\$68,324	\$71,130	\$74,859
8.5	\$62,699	\$64,964	\$69,007	\$71,620	\$75,723
9	\$63,226	\$65,558	\$69,693	\$72,649	\$76,586
9.5	\$63,753	\$66,148	\$70,380	\$73,405	\$77,451
10	\$64,282	\$66,733	\$71,063	\$74,164	\$78,314
10.5	\$64,805	\$67,319	\$71,747	\$74,924	\$79,176
11	\$65,333	\$67,912	\$72,430	\$75,681	\$80,042
11.5	\$65,986	\$68,591	\$73,115	\$76,439	\$80,907
12	\$66,646	\$69,276	\$73,800	\$77,197	\$81,769
12.5	\$67,312	\$69,969	\$74,484	\$77,956	\$82,633
13	\$67,985	\$70,668	\$75,169	\$78,717	\$83,498
13.5	\$68,665	\$71,376	\$75,853	\$79,473	\$84,364
14	\$69,352	\$72,090	\$76,539	\$80,231	\$85,225
14.5			\$77,304	\$81,033	\$86,077
15			\$78,077	\$81,844	\$86,938
15.5			\$78,858	\$82,662	\$87,808
16			\$79,647	\$83,489	\$88,686
16.5			\$80,444	\$84,324	\$89,573
17			\$81,248	\$85,167	\$90,468
17	\$1,000	\$1,200	\$1,300	\$1,400	\$1,500
20	\$1,600	\$1,700	\$1,800	\$1,900	\$2,000
25	\$2,100	\$2,200	\$2,300	\$2,400	\$2,500

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

Column Definition:

A = Acquired BA/BS/RN

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

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

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

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

ARTICLE XIX - SALARY SCHEDULE

SECTION 1: Salary Schedule for the 2025-2026 School Year.

Experience	A	B	C	D	E
	BA	BA+15	MA/BA+45	MA+15	MA+30
0	\$55,884	\$57,127	\$59,666	\$61,357	\$63,482
0.5	\$56,432	\$57,763	\$60,378	\$62,150	\$64,379
1	\$56,980	\$58,375	\$61,088	\$62,935	\$65,276
1.5	\$57,527	\$58,984	\$61,800	\$63,725	\$66,430
2	\$58,077	\$59,598	\$62,513	\$64,511	\$67,076
2.5	\$58,623	\$60,212	\$63,227	\$65,302	\$67,972
3	\$59,172	\$60,824	\$63,937	\$66,089	\$68,870
3.5	\$59,724	\$61,549	\$64,648	\$66,881	\$69,767
4	\$60,270	\$62,047	\$65,360	\$67,670	\$70,665
4.5	\$60,819	\$62,663	\$66,075	\$68,454	\$71,565
5	\$61,367	\$63,276	\$66,784	\$69,244	\$72,464
5.5	\$61,918	\$63,889	\$67,496	\$70,033	\$73,360
6	\$62,463	\$64,497	\$68,207	\$70,819	\$74,262
6.5	\$63,049	\$65,111	\$68,922	\$71,611	\$75,159
7	\$63,562	\$65,725	\$69,634	\$72,400	\$76,059
7.5	\$64,109	\$66,340	\$70,347	\$73,188	\$77,198
8	\$64,657	\$66,953	\$71,057	\$73,976	\$77,853
8.5	\$65,207	\$67,563	\$71,767	\$74,485	\$78,752
9	\$65,755	\$68,180	\$72,481	\$75,555	\$79,649
9.5	\$66,303	\$68,794	\$73,195	\$76,341	\$80,549
10	\$66,853	\$69,402	\$73,906	\$77,131	\$81,447
10.5	\$67,397	\$70,012	\$74,617	\$77,920	\$82,343
11	\$67,946	\$70,628	\$75,328	\$78,708	\$83,243
11.5	\$68,626	\$71,334	\$76,040	\$79,496	\$84,143
12	\$69,312	\$72,048	\$76,752	\$80,285	\$85,040
12.5	\$70,005	\$72,767	\$77,464	\$81,075	\$85,938
13	\$70,704	\$73,495	\$78,176	\$81,865	\$86,838
13.5	\$71,412	\$74,231	\$78,887	\$82,652	\$87,738
14	\$72,126	\$74,973	\$79,601	\$83,440	\$88,634
14.5			\$80,396	\$84,275	\$89,520
15			\$81,201	\$85,117	\$90,415
15.5			\$82,013	\$85,969	\$91,320
16			\$82,833	\$86,828	\$92,233
16.5			\$83,662	\$87,697	\$93,156
17			\$84,498	\$88,574	\$94,087
17	\$1,000	\$1,200	\$1,300	\$1,400	\$1,500
20	\$1,600	\$1,700	\$1,800	\$1,900	\$2,000
25	\$2,100	\$2,200	\$2,300	\$2,400	\$2,500

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

Column Definition:

A = Acquired BA/BS/RN

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

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

SECTION 2: Due to the increase in experience steps from 14 to 17 in columns C, D & E during the 2022-2023 salary schedule, those employed at the top of the 2021-2022 salary schedule (step 14) will continue to advance 1 step per year until they reach step 17. New hires will only be placed as high as our existing highest professional.

SECTION 3: Year for year credit may, at the discretion of the Board, be given for appropriate professional experience outside as determined by the Board.

SECTION 4: The salary schedule set forth in Section 1 of this Article shall be the basic remuneration for the 182 full-time and 2 half-day 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 182 full-time and 2 half-day days of the contractual work year shall be paid on a prorated amount based upon their daily rate under the salary schedule then in effect.

SECTION 5: 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 6: Salary schedule adjustment based on experience or credit hour improvement shall be computed and applied twice per year on September 30th and January 31st. 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 August 31st for the first semester adjustment or December 31st for the second semester adjustment, and an official copy of the transcript submitted to the Director of Human Resources within forty-five (45) days. Unpaid 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." See Article VI – Leaves of Absence, Section 2 Leaves Without Pay and Without Fringe Benefits D.4 for exceptions.

SECTION 7: District appointed Therapeutic Crisis Intervention (TCI) trainers will receive \$1,000 per year. Distribution of the stipend will take place the second payroll of July following the conclusion of the school year.

SECTION 8: An employee may submit a written request to the Assistant Superintendent for up to two (2) additional non-contract work days to accommodate the necessary movement of their workstation (i.e. classroom) as assigned by their supervisor.