

SSAA Section 271 Letter of Agreement

In consideration of the mutual covenants below, this Letter of Agreement (LOA) is entered into by and between the Bridgman Educational (BEA) Association (Association) and the Bridgman Public Schools (District) Board of Education (Board), concerning State funding available under State School Aid Act Section 271, MCL 388.16271 (section 271). This LOA is an amendment to the current collective bargaining agreement between the Association and the District, if any (CBA).

Background:

1. Section 271 allocates one-time funding to districts to increase educator compensation.
2. The parties agree that all bargaining unit employees are “educators” as currently defined by section 271.
3. The parties have collectively bargained section 271 compensation and desire to distribute section 271 funds to the Association’s bargaining unit members pursuant to the provisions below. The parties agree that, by entering into this LOA, the District has satisfied its obligation to bargain section 271 funds.

The Parties Agree:

1. Qualifying Criteria. The District will make a one-time payment from section 271 funds received by the District to each eligible bargaining unit member (Member) by March 27, 2026 (Payment Date). A member is eligible for payment if the member: (1) is employed by the District during the payroll period that immediately precedes the Payment Date, and (2) reported for duty for the District during the 2025-26 school year.
2. Payment Allocation. Each Member who is an employee will receive a one-time payment of \$843.00, less customary withholdings (including taxes and retirement contributions).
3. Liability Limitation. Grievances related to section 271 funds shall be limited to non-payment of section 271 funds under this LOA, as is consistent with the terms of this LOA. The Association shall not file or assist in any other claim (including an unfair labor practice charge or a court complaint) related to section 271 funds.
4. Recoupment. In the event of a verified overpayment of funds under this LOA, the bargaining unit member shall make prompt repayment to the District. In the event the bargaining unit member fails to make prompt repayment, then the District may payroll deduct the overpayment pursuant to the authority set forth in MCL 408.477.
5. Effective Date and Expiration. This LOA will be effective upon signature by both parties below. This LOA shall expire on September 30, 2026.
6. Board Approval. Notwithstanding anything to the contrary in this LOA, this LOA is contingent on the Board approving it before the Payment Date, as reflected in a Board resolution or Board meeting minutes.

7. Effect. This LOA shall not set a precedent and shall not be used as evidence of a policy or practice.

For the Board

For the Association

Signature

Signature

Printed Name

Printed Name

Position

Position

Date

Date

For the Board

For the Association

Signature

Signature

Printed Name

Printed Name

Position

Position

Date

Date