

ESSEXVILLE-HAMPTON
PUBLIC SCHOOLS

AGREEMENT

Between the
Essexville-Hampton Board of Education
and the
Essexville-Hampton Education Association

For the Years:

2021 – 2022

2022 – 2023

2023 – 2024

2024 – 2025

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ARTICLE I
RECOGNITION

- A. This Agreement is entered into this 14th day of June, 2021, by and between the School District of Essexville-Hampton, City of Essexville, Michigan, hereinafter called the "Board," and the Essexville-Hampton Education Association, hereinafter called the "Association."
- B. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all persons holding positions which comprise the bargaining unit as hereinafter defined.
- C. The bargaining unit is defined as classroom teachers, support teachers, homebound teachers, guidance counselors, media specialists, and athletic directors or coordinators whenever assigned any instructional duties within the bargaining unit in addition to the duties of an athletic director or coordinator.

Also included in the bargaining unit are teachers of special education and all other positions which require the performance of the same or similar functions.

The bargaining unit excludes superintendent, assistant superintendent, administrative assistant, principal, assistant principal, director of elementary education, community school coordinator, business manager, athletic director or coordinator not assigned any instructional duties within the bargaining unit in addition to the duties of an athletic director or coordinator, substitute teachers, and all other positions which require the performance of the same or similar administrative or supervisory functions.

The terms "teacher" or "employee", when used in the Agreement, shall refer to all employees represented by the Association in the bargaining unit as defined above.

- D. The Association certifies that it has been designated as such representative by a majority of the employees now in the unit, and that such designation has not been revoked.
- E. No final agreement on the master contract between the parties may be executed without ratification by a majority of the Board of Education and a majority of the members of the Association.

ARTICLE II

RIGHTS OF THE BOARD

The employer, on its own behalf and on behalf of the electors of the school district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, 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 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.

The parties agree that this contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this agreement.

ARTICLE III

ASSOCIATION AND TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under federal or state law and/or regulations with respect to his/her employment with the School District.
- B. The Association and its representatives shall have the right to use school buildings upon approval by the building principal or designated representative, except in cases involving ten or fewer persons, prior approval shall not be needed but notification shall be provided to the building principal or his/her designated representative.
- C. The Association shall have the right to use school facilities and equipment in school facilities at reasonable times, when such facilities and equipment are not otherwise in use and provided the persons to use the equipment are appropriately trained and proficient in the use of the equipment. The Association shall not use materials of the School District, unless arrangements are made to purchase such materials.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards and through the district's computer systems provided such notes relate to normal, routine Association business of the Essexville-Hampton Education Association.

In accordance with the district's Acceptable Use Policy (AUP), the privacy of Association business communications will be respected by the district.

All such communication is to be signed by a representative of the Association. The Association may use the teacher mailboxes for communication to teachers upon

submitting a copy to the superintendent or his/her designated representative at the time of distribution. No teacher shall be prevented from or required to wear an insignia, pin or other identification of membership in the Association on school premises.

- E. The Board agrees to furnish one copy of the Board minutes to the president of the Association without charge. The Board agrees to furnish to the Association, in response to reasonable request and without charge, the following: seniority list, annual audit, projected budget, amended budgets, and detailed general fund line item budget report by programs. The Board agrees to furnish to the Association, in response to reasonable request, other personnel and financial information pertinent to the negotiation process, master contract administration and FOI requests at the charge of ten cents (10¢) per page plus any labor costs according to the law.

- F. Notwithstanding any other provision of this agreement, as part of the teachers' contractual obligations for a school year, teachers shall provide the required number of days and hours of student instruction mandated by law for receipt of full state aid revenue by the school district, without additional compensation beyond the annual salary for the school year specified in the applicable salary schedule in Article XIX, Professional Compensation. Canceled days of student instruction will be rescheduled only to the extent required by law for the school district to receive full state aid revenue. Otherwise, teachers shall be excused from reporting for duty on the canceled student instruction day, without loss of pay, and the canceled student instruction day will not be rescheduled. A student instruction day will be rescheduled later in the year to make up for that day if required by law.

If the rescheduling of additional student instruction days is required, the Board and the Association shall discuss when the days will be rescheduled. If the Board and the Association cannot reach agreement otherwise, student instruction days required to be rescheduled will be added as an extension of the school year on consecutive weekdays Monday through Friday.

ARTICLE IV

TEACHING HOURS

- A. The work day for all teachers shall be from 15 (fifteen) minutes before a teacher's first assignment until 15 (fifteen) minutes after a teacher's final assignment, except for unforeseen circumstances as approved by the administrator. The daily maximum amount of time spent by a teacher in direct classroom teaching and/or supervision of students shall not exceed a daily average of 325 (three hundred twenty-five) minutes for a school year of 180 (one hundred eighty) student days in length. If the number of student days does change, the daily average will be adjusted accordingly through mutual agreement of the Association and the Board. The work day for teachers shall not begin before 6:45 a.m. nor end after 5:15 p.m. and shall not exceed eight (8) consecutive hours. Elementary school classroom teachers shall not be scheduled to work more than one student recess. The particular configuration of the teacher's work day shall be a subject for problem solving before the conclusion of the prior school year.

- B. Upon agreement by the teaching staff, president of the Essexville-Hampton Education Association, principal, and superintendent, an individual school may alter the beginning and ending times of the school day in order to create time for staff development and school improvement activities.
- C. All teachers shall be given a duty-free uninterrupted lunch period of not less than 30 (thirty) consecutive minutes in duration.

Each teacher with a full-time classroom teaching assignment shall be given an average daily conference period minimally equivalent to the shortest classroom teaching period or 45 (forty-five) minutes, whichever is longer, at the junior high and senior, and at the elementary schools no less than 30 (thirty) minutes, which shall be consecutive. When a reduced daily schedule occurs, building administration will make an attempt for all staff to have equal planning time. At the elementary schools, each teacher may choose to have his/her planning time as the first or final assignment on days not defined in Article IV, Section D, which shall run concurrently with the 15 (fifteen) minutes the teacher is required to be in attendance before or after the school day specified in Article IV, Section A. The teacher shall inform the building principal of his/her choice of the planning time in writing no later than the end of the first day of each trimester. Teachers will not leave their building during the conference period without permission of the administrator or designated representative.

D. Professional Development

Quality professional development shall comply with all rules, regulations and guidelines of the Michigan Department of Education and Federal law.

One-half day of scheduled professional development prior to the start of the school year may be individual professional development time.

A Professional Development Team consisting of the building principal and interested teachers shall be established at each building to create professional development schedules for the remaining full and half-day sessions.

Each building will also have one hour of staff meeting time per month. The Professional Development Team will establish the calendar for the dates, times and duration of these meetings. It is understood that from time to time, an unscheduled meeting may be necessary. These meetings will be scheduled by mutual agreement of administration and building leadership.

E. Parent Teacher Conferences

Elementary and Middle School teachers are required to participate in three (3) afternoon/evening parent/teacher conferences and one (1) curriculum night not to exceed three (3) hours per night. High school teachers are required to participate in three (3) afternoon/evening parent/teacher conferences and commencement ceremony not to exceed three (3) hours per night. The building principal and Association representative will determine the format and time allotment for each event.

ARTICLE V
TEACHING CONDITIONS

- A. The Board will set aside one (1) room in each school, if available, for the exclusive use of the employees as a faculty lounge which is to be adequately furnished as determined by the Board. The teachers may use existing telephone facilities. In the event it becomes necessary at any school to restrict or regulate parking, the teacher shall be granted the same privileges and rights as extended to those employees of the district holding executive or supervisory positions. When facilities are available, the Board will provide a lunchroom for employee use.
- B. Teachers will use the WillSub system prior to 6:30 a.m. to report their unavailability for work, unless an unavoidable circumstance prevents such notification. Lesson plans for substitute teachers will be provided, by the teacher substituted for, for the first five (5) days of any absence.
- C. The individuals will have their time prorated to their fractional contact (e.g., if a physical education teacher spends an equal amount of time in each of the elementary buildings, his/her time will be prorated at one-third (1/3) for each building. Computation of the ratio is to be made by first deleting all staff that does not have direct classroom responsibilities (e.g., media specialists, counselors, etc.). When a staff member has partial, direct classroom responsibilities then the media specialist has direct classroom responsibilities for an average of three (3) hours per week in each building, then he/she will be prorated at 180/1,500 or 3/25 in each building).
- D. The Board therefore agrees that the class limit in the school district will be as follows:
- Grade K: 25 students
 - Grade 1-2: 27 students
 - Grades 3-5: 30 students
 - Grades 6-8: 180 students per day (based on a seven (7) period school day; six (6) classes taught)
 - Grades 9-12: 120 students per day (based on a four (4) period day)

This is exclusive of special classes that can customarily handle more than the above, i.e., gym, vocal music, instrumental music, etc.

Paraprofessional/Aide time will be provided for elementary teachers under the following conditions:

1. Developmental kindergarten and kindergarten teachers will receive one (1) hour of paraprofessional/aide time if there are 26 (twenty-six) or more students in any one session.
2. Teachers of first and second grade with a class load of 28 (twenty-eight) or more students, but not in a split classroom, will receive one (1) hour of paraprofessional/aide time.

3. Teachers of grades 3-5 with a class load of 31 (thirty-one) or more students, but not in a split classroom, will receive one (1) hour of paraprofessional/aide time.
4. Teachers of split classrooms will receive two (2) hours of paraprofessional/aide time.
5. Split classrooms in grades 1-2 or 2-3 will be capped at 25 (twenty-five) students.
6. Split classrooms in grades 3-4 or 4-5 will be capped at 27 (twenty-seven) students.
7. The district will maintain paraprofessional support with one and a half (1.5) hours assigned to the junior high daily and one and a half (1.5) hour in the elementary building daily, if needed.

E. Accreditation and School Improvement

1. There may be one (1) coordinator/coach at each building (elementary, junior high, and high school). There may be three (3) team members in each of the buildings. Teachers at each building will submit their name for the coordinator or chair's position at their level to the building principal. In the event of multiple coordinators/coaches or chairs/committee members, the stipend shall be equally divided among the participants. (See Article XIX.G.11)
2. Coordinators/coaches and chairs/committee members shall be compensated at a rate according to the provisions of Article XIX, Section G.
3. Teacher Compensation: Teachers, other than the coordinator/coaches and chairs/committee members, engaged in accreditation/school improvement work outside the teacher's normal work day or year will be compensated at the rate equal to that paid for curriculum development work.
4. Participation as a chair/committee member or building coordinator/coach in the accreditation/school improvement process by a bargaining unit member shall be subject to the following:
 - a. Participation by the bargaining unit member as a chair/committee member or building coordinator/coach is voluntary.
 - b. Bargaining unit members participating as a chair/committee member or building Coordinator/coach in the accreditation/school improvement process, including training and scheduled committee meetings, shall be provided released time for meeting or training held during the employees' regular work day.
 - c. Selection for these positions will be done through the "mutual selection" process.

F. Team Leader

Each spring, the staff of an elementary building or 5th grade staff will submit a recommendation to keep the current team leader or nominate a replacement for the team leader position at all grade levels in the building. The principal shall review all recommendations and majority opinion shall rule provided the staff member is willing to serve as team leader. In the event of a tie the principal will choose between the two finalists. Results may be reviewed by the Union President. The team leader shall get a supply amount of \$300 and a stipend of \$500 annually.

G. Secondary Department Chair

Each spring, the staff of each department will submit a recommendation to keep the current department chair or nominate a replacement. The principal shall review all recommendations and majority opinion shall rule provided the staff member is willing to serve as department chair. In the event of a tie the principal will choose between the two finalists. Results may be reviewed by the Union President. Each department chair will receive a stipend of \$500 annually.

H. Except in an emergency, no member shall be required to perform medical, hygiene or other procedures related to bodily maintenance of students, such as (but not limited to) suctioning, catheterization, diapering, or attending to any personal hygiene or medical maintenance of students.

I. Any teacher who will be providing instructional or other services to a special education student will be invited to participate in child study groups where student progress, information, accommodations, and services will be discussed. Any teacher who will be providing instructional or other services to a special education student will be notified of any upcoming I.E.P.C. meetings. A teacher not required to attend the I.E.P.C. may submit a written report to be read aloud at the meeting.

Whenever a student assigned to a classroom will need special education services and/or accommodations involving the classroom teacher, that teacher will be informed by the building administrator of the specific needs and/or accommodations as soon as possible. A teacher responsible for special education services and/or accommodations shall receive appropriate consultation and training with regard to those responsibilities.

Concerns by a teacher about the appropriateness of a student's educational placement or accommodations shall be communicated to the building administrator. If an individual educational planning committee meeting is convened to review the appropriateness of the student's educational placement, the teacher raising the concern shall be invited to attend.

Concerns by a teacher about the responsibilities for special education services and/or accommodation for which he/she is responsible shall be communicated to the building administrator for review. If the concern is not resolved between the teacher and the building administrator, the concern may be reviewed in a professional staff communication meeting pursuant to Article XVIII.

ARTICLE VI
QUALIFICATIONS AND ASSIGNMENTS

Extracurricular Duties

- A. All compensation for extracurricular duties shall be made according to provisions of Article XIX, Section G.
- B. No extracurricular duty position shall be assigned any teacher without his/her consent.
- C. All vacancies in extracurricular duty positions shall be posted and qualified teachers may apply and receive consideration. A vacancy in an extracurricular duty position occurs when the position is newly created or when the person assigned to the position leaves it by resignation or termination.

ARTICLE VII

TRANSFERS

- A. Transfer – The superintendent shall be responsible for the transfer of all faculty personnel.
- B. Procedure
 - 1. Any faculty person desiring a transfer for the next year shall first notify the administrator to whom he/she is responsible and then shall submit his/her request in writing to the superintendent.
 - 2. The superintendent's decision shall be final in all transfer cases.

ARTICLE VIII

SICK LEAVE PAY

- A. Eleven (11) days sick leave with pay per year will be granted to each teacher at the beginning of the school year. Sick leave will be prorated based on the actual time worked. Part-time teachers shall be charged with one full day's leave for each regularly scheduled day missed. Unused sick leave shall be accumulated from year to year.
- B. A teacher who is absent due to a period of disability covered by the Michigan Workers Disability Compensation Act, MCL 418.101 *et seq.*, shall be allowed to utilize his/her sick leave on a prorated basis to supplement the amount of workers compensation benefits received by the teacher for receipt of his/her regular salary, until the teacher's accumulated sick leave and any sick leave granted from the sick bank is exhausted (e.g., if a teacher's award from workers' compensation is 75% of his/her salary, then $\frac{1}{4}$ sick day for each day absent will be used from his/her sick leave to make up the difference).

- C. On the day on which a teacher returns to school after any period qualifying for paid sick leave, that teacher shall file with the principal, on a form to be provided, certification of the illness. This certification shall include a description of the illness and shall be signed by the teacher attesting to the certification's veracity.

The Board, at its expense, may require a physician's examination of a teacher and certification that the ailment justifies that teacher not performing the normal teaching functions if the teacher's illness exceeds three (3) days or is a recurring illness or there is a suspected pattern of abuse regarding sick leave.

A teacher who has utilized all accumulative sick leave and/or any granted through the sick leave bank will be granted a leave of absence for a portion of or the remainder of the current or ensuing school year. Such a teacher, or a member of his/her immediate family, in his/her behalf, shall make a written request to the superintendent for such leave of absence, accompanied by a physician's certificate that he/she is unable to perform his/her teaching duties. He/She shall make a written request to the superintendent for re-employment when able to resume his/her teaching duties, accompanied by a physician's certificate evidencing such ability. The teacher shall be assigned to the same position in which employed prior to the illness or injury, if available, or to a substantially equivalent position.

- D. There shall be established at the beginning of each school year a sick leave bank, funded with only the unused personal business days from the previous school years, which may accumulate with the unused days in the sick leave bank to a maximum of one hundred fifty (150) days available for use during that school year. Teachers who have exhausted their accumulated sick leave shall be entitled to make withdrawals from the bank upon the grant and approval of a majority of the administrative panel of the bank. The administrative panel shall be comprised of three members designated by the Association.

In the event that the sick leave bank days available in a given contractual year have been exhausted, the administrative panel may authorize days from the next succeeding year's bank. The next succeeding year's sick bank shall be reduced by the number of days borrowed.

- E. Full-time teachers with 20 (twenty) or more years of service in Essexville-Hampton Public Schools may, upon receipt of a letter of resignation, elect a Board-paid retirement payment, through a district special pay plan into a 403(b) or 457 account. The severance payment shall be \$100.00 for each day of accumulated sick leave up to eighty (80) days to a total amount of \$8,000. Accumulated sick days (81-120) will be paid at a rate of \$125.00 for each day for an additional maximum of \$5,000. Accumulated sick days (121-150) will be paid at a rate of \$200.00 for each day for an additional maximum of \$6,000.00. Accumulated sick days of 150 or more will receive a total severance of \$19,000

ARTICLE IX

LEAVES OF ABSENCE

- A. A teacher, who has exhausted his/her accumulated sick leave and any sick leave granted from the sick bank, will be granted a leave of absence without pay for a period not to exceed one year. Such a teacher, or a member of his/her

immediate family in his/her behalf, shall make a written request to the superintendent for such leave of absence, accompanied by a physician's certificate that he/she is unable to perform his/her teaching duties. He/She shall make the written request to the superintendent for re-employment when able to resume his/her teaching duties, accompanied by a physician's certificate evidencing such ability. The Board may require the teacher to submit to a physical and/or mental examination by a physician of its choice. If the teacher is able to resume his/her teaching duties and his/her leave of absence has not expired, he/she shall be assigned to the same type of position in which he/she was employed prior to the illness or injury, or to a substantially equivalent position, commencing at such date as such a position becomes available.

- B. The term "immediate family", as used in this article or elsewhere in this agreement, is defined to mean the mother, father, current spouse, sister (in-law), brother (in-law), or child (natural or adopted), grandfather, grandmother, parent/grandparent of spouse, grandchild, stepfather, stepmother, stepchild, stepbrother, and stepsister of a teacher. Others may be approved by the superintendent (i.e. foster child, live in partner, fiancé, etc.)
- C. A teacher will be granted leaves of absence with pay, chargeable to his/her unused sick leave pay specified in Article VIII hereof, each school year, as follows:
 - 1. For not to exceed five (5) days because of critical (hospitalized) illness of each member of his/her immediate family of the teacher. Five (5) days will be considered the maximum number that can be received at any one time.
 - 2. For such period of time as the teacher is necessarily absent from school because of an emergency if a request therefore is made to, and approved by, the superintendent, as soon as conditions permit the teacher to make the request.
 - 3. For not to exceed two consecutive days to attend the funeral or memorial service of a family relation or friend not within the definition of "immediate family". Teachers desiring to use such leave shall submit their request on the application form as soon as possible to his/her principal or immediate supervisor. Staff may also request the use of these days to have travel time to attend a funeral that takes place more than 150 miles from their home.
- D. A teacher will be granted leaves of absence with pay, not chargeable against the sick leave pay specified in Article VIII hereof, each year as follows:
 - 1. For not to exceed five (5) days because of the death of each member of the immediate family of the teacher. Ten (10) days will be considered the maximum number that can be received at any one time.
 - 2. For not to exceed those days required to serve as a juror in a court of record, but the pay of the teacher shall be continued at regular salary with all compensation paid to him/her as a juror turned in to the school district. If the teacher fails to turn in a compensation check to the school district, the amount of the compensation check shall be deducted from the teacher's pay after 30 (thirty) days from the date the teacher is provided notice of the deduction to be made.

3. For such period of time as designated by the superintendent for administration-approved visitations at other schools or educational conferences or conventions.
4. Personal Business Leaves

Three (3) paid personal business days will be granted each year.

- a. This leave shall be used for the purpose of conducting personal business.
- b. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least five working days in advance of the anticipated absence, except in cases of emergency, to the superintendent or his/her designated representative. In cases of emergency, the teacher shall apply as soon as possible. This form must be filed with the principal or immediate supervisor.
- c. Such leave shall not be granted for the first or last day of the school year. No more than 10% of EHEA members may apply for a personal day prior to or following a recognized holiday. Request for holiday personal leave must be submitted via e-mail to building principal to secure a time and date stamp. There is a limit of one holiday personal day per teacher per school year. The first day of submittal is the first teacher report day for the requested year.
- d. No more than three (3) days can be used consecutively unless approved by the superintendent. A teacher may carry two (2) personal days into the following school year for a maximum of five (5) in any school year.

5. Association Business Days

- a. The Association will be allowed 15 (fifteen) days during which any Association business may be accomplished as long as adequate notification is given and suitable replacements are available.
- b. Participating teachers shall suffer no loss of pay.
- c. These may be used by the Association in whatever combinations it deems necessary (e.g., it may use three (3) teachers for five (5) days, one (1) teacher for fifteen (15) days, or any other combination so long as no more than fifteen (15) days are used).
- d. The Association shall reimburse the district the employee's cost paid to the Office of Retirement Services for Association release time.

E. A tenured teacher may be granted a leave of absence without pay in order to:

1. Pursue studies related to his/her major or minor field.
2. Pursue studies necessary to obtain an additional teaching certificate.
3. Pursue studies, do research or assume special teaching assignments in other school districts when to the benefit of the school district.

Application for such leave of absence shall be made to the superintendent and be granted or denied by the Board at its discretion, and, if granted, upon such conditions and for such length of time as the Board may determine.

- F. Upon application made to the superintendent, a teacher shall be granted a leave of absence without pay for the purpose of child care attendant to the birth or adoption of the teacher's newborn or newly adopted child, not to exceed one (1) year.

A teacher returning from child care leave shall be placed in the same or similar position previously performed.

If a teacher desires an extension of the one (1) year child care leave, an application for extension shall be made to the superintendent and will be granted or denied by the Board of Education at its discretion.

As permissible by law, a teacher returning from child care leave shall be placed on the next step of the salary schedule from which the teacher went on leave, provided that the teacher left on or after the semester break. If a teacher leaves before the semester break, the teacher will return on the salary schedule from which the teacher went on leave.

- G. A teacher who enters the armed forces of the United States will be given a leave of absence without pay and provided reinstatement to employment in accordance with the applicable provisions of law.

- H. The Board may grant a teacher a sabbatical leave for professional improvement for such period of time and under such conditions and rights as now or hereafter specified in the applicable provisions of the Revised School Code.

- I. A tenured teacher elected to full-time public office or an officer of an affiliate of the state or national teachers' organization (MEA or NEA) may be granted, upon request to the superintendent, a leave of absence without pay or fringe benefits for an individual term of office. The Board of Education shall accept or deny the teacher's request with explanation.

- J. A leave of absence of up to 12 (twelve) weeks during any 12 (twelve) month period shall be granted to eligible teachers in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:

1. Because of and to care for the teacher's child upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the 12 (twelve) month period beginning on the date of the birth or placement of the child.
2. To care for the teacher's spouse, child, or parent who has a serious health condition.
3. Because of a teacher's own serious health condition that makes the teacher unable to perform the functions of the teacher's position.
4. Other reasons provided by FMLA.

- K. To be eligible for a FMLA leave, a teacher must have been employed for at least 12 (twelve) months, and for at least 1,250 hours during the previous 12 (twelve) month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 1041(2) of the FMLA. Elected supplementary insurance coverages may be continued by the teacher prepaying the premium cost to the business office of the school district which will then make payment of the premium to the insurance company.

Paid leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102(b) of the FMLA. Seniority will accumulate during the period of FMLA leave.

The limitations found under Section 108 of the FMLA (pertaining to special rules concerning employees of local educational agencies) shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

Upon expiration of FMLA leave, if the teacher is able to return, he/she shall be assigned to the same position in which employed prior to the leave or to a substantially equivalent position.

If the teacher does not return from FMLA, under their own volition, the teacher shall reimburse the districts portion of the insurance cost.

ARTICLE X

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions presently in effect and from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. Information forming the basis for disciplinary actions will be made available to the teacher and the Association upon request. Upon receipt, the teacher shall have the right to enter any information in his/her personnel file within 10 (ten) working days which is in answer to material therein.

ARTICLE XI

PROFESSIONAL IMPROVEMENT

- A. The administration will, whenever financial resources allow, endeavor to provide, upon application, the necessary funds for teachers who desire to attend professional conferences. Travel, meals, lodging and registration fees may be deemed reasonable expenses of the School Board, as well as the cost of a

substitute teacher if needed to relieve the teacher attending such conferences. The administrator's decision on granting or denying the request is final and not subject to the grievance procedure.

- B. Each probationary teacher shall be provided with an individualized development plan. Probationary teachers are responsible for meeting the requirements in the school code to maintain their teaching certificate. Time spent outside of the work time to fulfill these requirements will not result in additional compensation.
- C. The Board will pay the annual membership fee not to exceed \$35.00 (thirty-five dollars) for any teacher wanting to join one (1) state organization in his/her teaching area.

ARTICLE XII

INDIVIDUAL CONTRACT

The individual contract executed between each teacher and the employer is subject to the terms and conditions of this Agreement.

If a teacher receives unemployment compensation during a regularly scheduled break such as winter or summer break and returns to his/her regularly scheduled work year, the teacher will reimburse the district unemployment compensation paid by the district after the official date of recall.

ARTICLE XIII

CONTINUITY OF OPERATIONS

The Association and Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy.

The Association and Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other similar interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provision of this article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XIV

TEACHERS' PROTECTION

- A. Damage to Personal Property

If, in the performance of regular or assigned teaching duties of a teacher, without negligence on his/her part, the teacher shall suffer damage to or theft of his/her clothing or other personal property, but not including damage to automobiles or loss of money, to the extent of \$5.00 but not more than \$150.00 per year, the Board shall make reimbursement. The Board may require subrogation, assignment and

full cooperation by such teacher in seeking recovery from any party responsible for said loss.

B. Student Behavioral Problems

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to their duty and responsibility to maintain control and discipline in the classroom, as well as protection from any claims of wrongdoing. Teachers may refer student behavioral problems for review and consideration of appropriate measures to the building principal. The building principal shall meet with the teacher to discuss the behavioral problem and the appropriate measure to be taken. Minimally, at the request of the teacher, a meeting with the parents/guardians of the referred student, the teacher and the building principal will be arranged to discuss the behavioral problem. If the behavioral problem persists, the teacher, upon request, shall be provided the assistance of appropriate personnel available within the school district. Removal of the student from the teacher's classroom shall comply with the provisions of the Student Code of Conduct and all applicable requirements of law.

C. Assault

1. Any case of job-related assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to inform the teacher of his/her legal rights and obligations with respect to unprovoked job-related assaults and shall render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
2. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render necessary assistance to the teacher in his/her defense, provided the teacher was performing his/her duties in accordance with Board and school policies and was not unreasonable.
3. Time lost by a teacher in connection with any incident or civil action by a student or parent mentioned in this article shall not be charged against the teacher, if the teacher was acting in a reasonable manner.
4. The current errors and omissions coverage will be continued which provides potential liability coverage for members of the Board of Education as well as the teaching staff.

- D. In the event that a teacher is medically unable to be vaccinated against Covid-19 or other highly contagious diseases, he/she will not be charged sick time if he/she is required to quarantine and is still able to fulfill his/her duties.

ARTICLE XV

GRIEVANCE PROCEDURES

A. Definition

1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been as to him/her a violation, misinterpretation or misapplication of a specific provision of this agreement, except that the term "grievance" shall not apply:
 - a. to any matter as to which a method of review is prescribed by law
2. As used in this article, the term "teacher" may mean a group of teachers having the same grievance.
3. The Association shall have the right to file a grievance in its own name subject to the same time requirements governing individual grievances and shall be entitled to appeal from any decision at any level of the grievance procedure in its own name without the consent of the aggrieved teacher(s).

B. Procedure

1. The teacher who feels that he/she has a grievance should first take the matter up verbally with the principal of the school, within 15 (fifteen) working days following the act or condition which is the basis of his/her grievance. If the matter is not resolved, the principal may decide to refer the teacher to the superintendent to file a written grievance with him/her within 10 (ten) working days. If the issue to be resolved is outside the jurisdiction of the building principal, then the grievant/grievance chairperson may bypass this and file the grievance directly with the superintendent and proceed from Article XVI, Sec. B, 7.
2. If the meeting with the principal fails to resolve the grievance, and the principal does not refer the teacher to the superintendent to file his/her grievance, the teacher shall reduce his/her grievance to writing, within 10 (ten) working days, specifying the section of the contract he/she alleges is violated, the events that caused the alleged violation, and the remedy he/she seeks.
3. Within five (5) working days of receipt of the grievance, the principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance, unless he/she decides to refer the grievance to the superintendent without answer. At the time of conference, the teacher may appear personally or he/she may be represented by an Association representative or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.
4. Within five (5) working days of such conference, or longer if mutually agreed to in writing, the principal shall answer such grievance in writing. If not, then the grievance may proceed to the next level.
5. If the grievance is not appealed from the written answer within five (5) working days, the principal's decision will be final.

6. If the Association does not accept the principal's answer, the grievance may be appealed to the superintendent by sending such notice to him/her within five (5) working days from the date of the principal's decision.
7. Within 10 (ten) working days of receipt of the appeal, or if the initial grievance begins at the superintendent level, the superintendent or his/her designated representative will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.
8. Within 10 (ten) working days, or longer if mutually agreed to in writing, the superintendent or his/her designated representative shall answer such grievance in writing. If not, then the grievance may proceed to the next level. .
9. Such answer shall be final and binding unless appealed to the next step within 10 (ten) working days from the date of the decision.
10. If the grievance has yet to be resolved, either party may request a review by a subcommittee of the Board, consisting of two members of the Board and an alternate. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher. At that time, all attempts will be made to fully present all documents, evidence and testimony.

A recommendation for resolution will be made by the board review committee within 10 (ten) working days from the conclusion of the board review conference.

11. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either the Association or the Board by filing a Demand for Arbitration with the American Arbitration Association within 15 (fifteen) working days of the date of the decision. The arbitrator shall be selected through the procedures administered by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.

This agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the agreement, or to determine disputed facts upon which the application of the agreement depends. The arbitrator shall therefore not have authority nor shall he/she consider his/her function to include the decision of any issue not submitted or to so interpret or apply the agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this agreement. Past practice of the parties in interpreting or applying terms of the agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or subtraction) of written terms of this agreement. The arbitrator has no obligation or function to render decision or not to render decision merely because in his/her opinion it is unfair or

inequitable. The arbitrator shall have no authority to rule on layoff, recall, assignment, evaluation, discipline, discharge or prohibited subjects of bargaining.

12. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this article (Grievance Procedures), the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a recommendation of the merits.
13. Unless expressly agreed to by both parties, in writing, the arbitrator is limited to hearing one issue of grievance upon its merits at any one hearing. Separate arbitrations shall be constituted for each grievance appealed to binding arbitration.
14. Within 30 (thirty) calendar days after the close of the hearing, or the date established for filing post hearing briefs if so desired by either party, the arbitrator shall issue the decision and award, which shall be final and binding, subject to appeal to a court of competent jurisdiction.
15. Cost of Arbitration - The fee and expenses of the arbitrator shall be borne equally by the Association and the Board. All other expenses incurred shall be paid by the party incurring them.
16. If a grievance is filed on or after 20 (twenty) working days prior to the end of the school year, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

ARTICLE XVI

WAIVER CLAUSE

The parties acknowledge that, during the 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the agreement.

It is understood by the parties that the above paragraph may be modified by mutual consent of the parties concerning items of mutual concern that would not include the following items: salary scale, health insurance, tuition, life insurance premiums, and long-term disability premiums.

ARTICLE XVII
NEGOTIATIONS

A. Negotiation Days

The Association will be granted negotiation days in the event that administration request that negotiations shall occur during the school day.

The Association shall reimburse the Board for the substitutes' pay for each of these days used and reimburse the district the employee's cost paid to the Office of Retirement Services for Association release time. There will no charge if the Administration request for negotiations to occur during the school day.

B. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect and the invalid portions open to negotiations within 20 (twenty) days.

C. On or before April 1st of the school year in which this agreement terminates, the parties agree to commence negotiations for, and to diligently endeavor to reach agreement, as to a new contract covering the rates of pay, wages, hours of employment, or other conditions of employment of the employees of the school district who are represented in bargaining by the Association, as defined in Article I, Section C, of this agreement.

D. Each of the parties recognizes the right in the other to select bargaining representatives of its own choice. The execution of this agreement, or any supplemental agreement, shall constitute a certification by the Association that the provisions and the execution thereof has been duly approved by such percentage of its members as necessary under its Constitution or Bylaws by resolution adopted at a meeting thereof duly called for such purposes; and as to the Board a certification that the provision and execution hereof has been duly authorized by a majority of the members constituting the Board and evidence by a resolution adopted at a legal meeting of the Board.

ARTICLE XVIII

PROFESSIONAL STAFF COMMUNICATION COMMITTEE

The Professional Staff Communication Committee will meet as mutually agreed to hold interest-based discussions related to the operations of the school district. In the event of pending layoffs, a meeting will be convened in addition to the regularly scheduled meeting where discussion of the impact of the pending layoffs shall be discussed, including alternate scenarios. Regular membership shall consist of two administrators and two teachers

ARTICLE XIX

PROFESSIONAL COMPENSATION

- A. If a teacher is requested by administration to sub for another teacher and he/she accepts, the teacher will be compensated based on professional curriculum rate.
- B. Both parties recognize the advisability of furnishing tutoring and/or homebound instructional services in circumstances of student need, as determined by the superintendent.

Individuals performing instructional services in a tutoring or homebound capacity or curriculum development work outside the normal school year will be paid at a rate of \$27.00 per hour. The extent of the services will be controlled by the superintendent/designee. No teacher will be required to provide such work to the district.

If the teacher will be presenting, they will be paid at a rate of \$40.00 per hour for their presentation.

- C. The intent is to hold IEPT meetings during the school day. For attendance at IEPT meetings outside the contractual work day, teachers will be compensated according to the hourly professional curriculum rate in half-hour increments.
- D.
 - 1. Semester hours must be in major teaching field, or toward Masters or BA+30 and in major teaching field, or toward an advanced degree for MA+30.
 - 2. In placing new personnel on the salary schedule, credit for previous teaching experience only will be given as follows:
 - a. One (1) year of experience for each of the first ten (10) years.
 - b. Under no circumstances shall the total experience allowed exceed ten (10) years.
 - c. Administration is able to offer a signing bonus of up to \$5,000 spread out over multiple years.
 - d. As a condition of hire, and after consultation with an Association representative, a teacher who would otherwise be entitled to credit for previous teaching experience under this provision may agree to waive all or any portion of credit for previous teaching experience to accept initial placement on the salary schedule at a lower step than otherwise entitled. The teacher prior to hire shall execute any such waiver in writing.
 - 3. After initial placement on the salary schedule, a teacher's advancement on the schedule will be determined by a combination of initial placement and succeeding years or parts of years service. Should this determination result in a fraction of a year, the placement will be rounded up or down to the nearest whole number (.5 and greater will be rounded up; .49 and less will be rounded down).

- E. If a teacher earns their National Board Certification (NBPTS), they will receive a stipend of \$5,000 per year for the next three (3) years, as long as the certification stays current. Teachers earning their certification must notify the Superintendent before August 1st. Each teacher can participate in the three-year program twice during their career.
- F. Overload assignments will be based upon the number of classes in the buildings current schedule. (e.g. One period of the 8-block would equal 1/8 of the teacher's salary, and one period of a 7 period block would equal 1/7 of the teacher's salary).

G. Teacher Salary Schedule

Step	BA	BA+30 (7/1/22)	MA	MA+ 30
1	\$38,000	\$38,500	\$39,000	\$40,500
2	\$38,500	\$39,850	\$41,200	\$42,511
3	\$40,130	\$41,497	\$42,864	\$44,022
4	\$42,195	\$44,030	\$45,864	\$46,533
5	\$44,260	\$45,994	\$47,728	\$49,044
6	\$46,325	\$48,243	\$50,160	\$51,555
7	\$48,390	\$50,491	\$52,592	\$54,066
8	\$50,455	\$52,740	\$55,024	\$56,577
9	\$52,520	\$54,988	\$57,456	\$59,088
10	\$54,585	\$57,237	\$59,888	\$61,599
11	\$56,650	\$59,485	\$62,320	\$64,110
12	\$58,715	\$61,734	\$64,752	\$66,621
13	\$59,748	\$62,716	\$65,684	\$68,132
14	\$60,780	\$64,057	\$67,333	\$70,399
15	\$61,816	\$65,432	\$69,048	\$72,154
16	\$62,816	\$ 64,104	\$70,052	\$73,158

Teacher shall receive longevity payment as follows, beginning with step 17. Step 17-20 teachers will receive five percent (5%) of the step three BA salary. Steps 21-25 teachers will receive eight percent (8%) of the step three BA salary Step 26 and beyond teachers will receive thirteen percent (13%) of the step three BA salary.

* Employees hired after July 1, 2016 will max out at Step 25 in salary chart.

Notes-

- Employees will receive a step each year.
- Employees that were previously frozen during their career with the district will receive up to 4 (four) previously frozen steps.

H. Extracurricular Compensation

Percentage Level

1.	Head Varsity Basketball – Boys	11
	Head Varsity Basketball – Girls.....	11
	Head Varsity Football.....	11
	Band Director.....	11
2.	Musical	10
	Head Track – Boys	10
	Head Track – Girls.....	10
	Head Varsity Baseball.....	10
	Head Varsity Softball	10
	Head Varsity Volleyball	10
	Head Varsity Wrestling	10
	Head Varsity Swimming – Boys	10
	Head Varsity Swimming – Girls.....	10
	Fall Play.....	10

Percentage Level

3.	Head Varsity Tennis – Boys.....	8
	Head Varsity Tennis – Girls	8
	Golf - Boys	8
	Golf - Girls	8
	Cross Country – Boys	8
	Cross Country – Girls.....	8
	J.V. Basketball – Boys	8
	J.V. Basketball – Girls.....	8
	Freshman Basketball - Boys	8
	Freshman Basketball - Girls.....	8
	Freshman Football.....	8
	J.V. Football.....	8
	Assistant Varsity Football.....	8
	Yearbook	8
	Journalism	8
	High School Student Council Advisor.....	8
	Soccer – Boys.....	8
	Soccer – Girls	8
	Bowling - Boys	8
	Bowling - Girls.....	8
	Robotics.....	8
	Assistant High School Band Director	8
4.	Assistant Track – Boys	6
	Assistant Track – Girls	6
	J.V. Baseball.....	6

J.V. Softball	6	
J.V. Volleyball	6	
Assistant Swimming.....	6	
5. J.V. Tennis.....	5	
Assistant J.V. Football	5	
Junior High Basketball - Boys	5	
Junior High Basketball - Girls.....	5	
Junior High Volleyball	5	
Junior High Wrestling.....	5	
Vocal Music	5	
Forensics.....	5	
Junior High Track - Boys.....	5	
Junior High Track - Girls	5	
One Acts.....	5	
Assistant Freshman Football.....	5	
Junior High Forensics	5	Annual
Junior High Band	5	
Junior High Student Council Advisor.....	5	
6. Varsity Cheerleading (per season).....	4.5	
Head Dance (per season).....	4.5	
7. Science Olympiad.....	4	
Junior High Vocal Music	4	
NHS Advisor	4	
8. SLS.....	2	
9. After-school elementary music programs, including Music Express, will be paid on the basis of 1% (one percent) for each performance.		
10. Accreditation and School Improvement		
(a) Building Coordinators/Coach: Will be paid at 5%		
(b) Chairs/Committee Members: Will be paid at 2% (based on three (3) chairpersons per building)		
(c) Teachers serving in these roles for the 2020-2021 school year will be granted one year of service.		
11. Performance Bonus: If a team sport advances past the MHSAA Regional competition, the coaches for that sport will receive a performance bonus of 25% their coaching stipend. These sports include: Baseball, Basketball, Bowling, Cheer, Cross Country, Football, Golf, Soccer, Softball, Tennis, Volleyball, and Wrestling (Robotics must advance past States).		

- I. Extra annual pay for extracurricular activities outside of the normal work day, work week, or school year shall be paid to the following positions as next stated:
- Each teacher will receive a percentage increase of the first seven steps of the Bachelor's scale based on the number of years experience in this system in the field of his/her extracurricular activity.
 - Non district employees will be paid at Step 1 BA and through a third party employer.

The position of high school athletic director is to be at 11% (eleven percent), in addition to released time to perform the duties of high school athletic director. The amount of released time will be mutually determined annually by the Association and the Board, but will equal approximately $\frac{3}{4}$ (three-quarters) of the school day. Should the teacher exercise the option to refuse the duties of the high school athletic director for subsequent years or should the Board decide not to offer the position to the teacher or eliminate the position, the Board reserves its rights under the Tenure Act.

- J. All extra duty pay will be made through one payment issued at the completion of the assignment, and verification that the assignment was completed and the person appropriately checked out.
- K. Teachers will be paid in 26 (twenty-six) [27 (twenty-seven) some years] equal bi-weekly pay periods, with the privilege of collecting the balance at the 21st (twenty-first) pay, grandfathered to the teacher collecting in June 2012.

All teachers shall have 100% of their wages paid through direct deposit at a financial institution of their choice.

- L. In an individual year that Journalism is scheduled as part of a classroom assignment, the extracurricular percentage of eight percent (8%) will not be paid.

- M. 1. Hartley

A teacher who voluntarily attends the fifth grade overnight session at Hartley, as required by the school district curriculum, will be granted one (1) day compensation time off or \$100 upon request to the building principal.

The day must be scheduled two weeks prior to the absence and used prior to the last day of school.

This day off is not to be charged to sick or personal days that may have accrued to the individual teacher or may have accrued to teachers in general. The total number of days granted per year will be limited to the number of fifth grade teachers.

2. Washington, D.C. Coordinator

The teacher who voluntarily plans, organizes and chaperones the Washington, D.C. trip conducted each year at Cramer Junior High will be granted one (1) day compensation time off or \$100 upon request to the building principal.

The day must be scheduled two weeks prior to the day of the absence and used prior to the last day of school.

- N. Counselor Compensation – Each counselor may be scheduled up to 105 (one-hundred and five) hours of additional time per fiscal year by their building principals based upon their determined needs of, but not limited to, scheduling, graduation, transcripts, enrollments, etc.

Responsibilities and schedules shall be delineated in a meeting between the building principal and the counselor.

The compensation rate shall be a flat \$40.00 per hour worked.

A counselor has no right to work all the hours listed and has the option to refuse hours beyond 30 (thirty) hours before the start and up to 15 (fifteen) hours upon completion of the school year.

- O. Kindergarten teachers performing screening for incoming students will be compensated at a flat \$40.00 per hour worked. The time and duration of the screening process will be delineated in a meeting between the building principal and the kindergarten teachers. If needed, other teachers may qualify to participate.

- P. Itinerant Staff

For travel between buildings, itinerant staff using their personal vehicle will receive an annual stipend of \$200.00 (two hundred dollars).

- Q. It is hereby agreed as follows with regard to the early submission of retirement letters:

1. Any teacher who submits a letter of resignation to the Superintendent by January 10th shall be eligible. In order to qualify, a teacher must be retiring under the provisions of the Michigan Public School Employee Retirement Act.
2. The effective date of the resignation must be the end of the last teacher workday in the school year.
3. The teacher will receive a one-time payment of \$3,000 in addition to any payments owed under this Master Agreement. The payment will be issued no later than June 30th of the year of resignation and elect a Board-paid retirement payment, through a district special pay plan.

ARTICLE XX

CALENDAR

The calendar for the 2021-2022 and 2022-2023 school years have been developed in cooperation between the Association and the District.

ARTICLE XXI

DURATION OF AGREEMENT

The Duration of the Agreement shall be from July 1, 2021, through June 30, 2025, with calendars settled through June 30, 2022.

TRIGGER:

No later than the May board meeting, the per pupil foundation amount and the predicted student count will be determined. If the product of the foundation amount and student count decreases as compared to the value for the current fiscal year budget, or if the revenues (foundation amount multiplied by student count) increase by 10%, then an annual economic reopener will occur, but may be mutually dismissed. The average of the house, senate and Governor's proposals on May 1st, or when released, will determine the foundation amount. The difference between the count of exiting seniors and the number of confirmed kindergarten registrations on May 1st will be the basis of the student count number.

If a financial manager is appointed by the State under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employee Relations Act (PERA).

APPENDIX A

- A. The employer shall pay the maximum allowed annual hard cap amount towards either Choices II or ABC Plan.

The annual employer paid amount shall adjust annually of each plan year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act, as determined by the change in the medical care component of the United States Consumer Price Index for the most recent 12-month period for which data are available from the US Department of Labor, Bureau of Labor Statistics.

Any premium/deductible above the hard cap will be the responsibility of the employee and will be contributed through payroll deduction. Employees electing the ABC Plan may contribute, through payroll deduction and electronic transfer additional money towards their HSA up to the maximum amounts allowed by Federal law and will be pre-taxed.

<u>BENEFIT</u>	<u>PLAN A</u>	<u>PLAN B</u>	<u>PLAN C</u>
<u>Health</u>	<u>MESSA Choices II</u>	<u>MESSA ABC Plan 1</u>	<u>MESSA ABC Plan 2</u>
	<u>\$500/\$1000 deductible</u>	<u>\$1,400/\$2,800 deductible</u>	<u>\$2,000/\$4,000 deductible</u>
	<u>\$10/\$25/\$50 OV/UC/ER</u>	<u>No copay</u>	<u>20% co-insurance</u> <u>No copay</u>
	<u>Rx Saver (Saver Rx)</u>	<u>Rx Saver (ABC Rx)</u>	<u>Rx Saver (ABC Rx)</u>
		<u>HSA</u>	<u>HSA</u>

Each full-time teacher electing not to carry health insurance with the district shall be paid the following amount on the last pay preceding the end of the high school's first semester:

Cash in lieu of health care coverage:

<u># Staff Electing</u>	<u>Annual Payment</u>
1-11.....	\$3,000.00
12-14.....	\$4,000.00
15 or more.....	\$5,000.00

- B. The Board shall contribute an amount toward all insurance coverage for full-time and part-time teachers which is determined by prorating the amount the Board contributes toward a full-time teacher's insurance coverage according to the part-time teacher's teaching assignment in relation to a full-time teacher's teaching assignment.
- C. The Board shall provide to full-time teachers dental insurance, Delta Dental PPO.

D. Full-Family VSP

Teachers shall be enrolled in a VSP 3 Plus P 250CL vision insurance program for full-family.

E. The Board shall provide long-term disability insurance coverage with the following general specifications:

1. 60% of salary to a monthly maximum of \$4,000.
2. Individual waiting (elimination) period of 120 days.
3. Employees receiving benefits from the long-term disability insurance coverage would not be authorized to utilize the district sick leave bank. If an insurance company other than the present carrier is selected, there shall be no interruption in benefit coverages. The benefits provided by current carrier shall be utilized as guidelines for future bid specifications. It is understood that prior to award of contract to an insurance carrier, the Board and Association will meet to agree on specifications and benefits.

F. Individual teachers may enter into a tax-deferred annuity program. If the facilities permit, the Board of Education will make deductions and purchase annuities which meet the requirements of Section 403 (b) of the Code for such teachers who make application therefore in a manner satisfactory to the school district. The school district shall select the companies and have no responsibility for the tax or financial results to any employee of such purchases. Other than the above listed, there will be no alternative benefits paid to those who do not receive this.

It is hereby agreed that employee payroll deductions for the following companies for purposes of tax-sheltered annuities will be authorized:

1. Equitable Life Insurance Company
2. VALIC
3. Northwestern
4. A.G. Edwards
5. Northern Life (GLP)
6. Templeton Fund
7. Lincoln National
8. MEA Financial

G. Term life insurance in an amount of at least 100% of the teacher's base salary will be provided for all teachers during the term of the contract. Accidental death and dismemberment insurance shall be provided in addition to the life insurance.

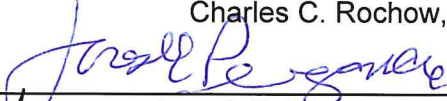
H. There shall not be duplication of either health or dental insurance coverage paid by the Board. Where applicable, one employee shall be designated as the insured and the other as a covered dependent. The employee named as the insured shall be at the option of the employees involved.

SIGNATURE PAGE

FOR THE
ESSEXVILLE-HAMPTON BOARD OF EDUCATION



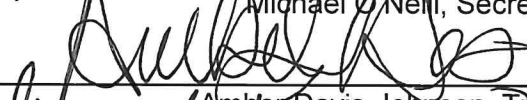
Charles C. Rochow, President



Joseph E. Pergande, Vice-President




Michael O'Neill, Secretary



Amber Davis-Johnson, Treasurer



Gary Gordon, Trustee



Matthew Murawski, Trustee

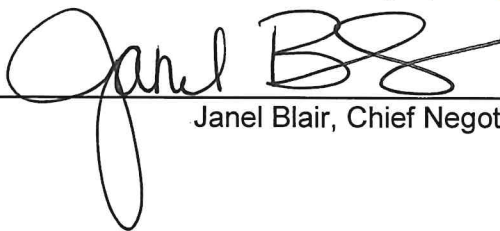


Brett Walraven, Trustee

FOR THE
ESSEXVILLE-HAMPTON EDUCATION ASSOCIATION



Nathan T. Cholger, President



Janel Blair, Chief Negotiator