

**EMPLOYMENT AGREEMENT BETWEEN  
BERKLEY SCHOOL DISTRICT  
AND  
THE SHARED TIME FACULTY  
2020-21**

**AGREEMENT/CONDITIONAL HIRE**

This Agreement is subject to satisfactory completion of the background checks required by the Michigan Revised School Code and possession of all certificates, endorsements and qualifications required by applicable law and the District. In the event that these prerequisites are not completed to the District's satisfaction, or there is a lapse or loss of credentials or qualifications, this Agreement is voidable at the District's sole discretion.

**SALARY**

The salary paid to the teacher for the 2020-21 school year beginning 8/15/2020 through 6/30/2021 shall be based on the shared time salary schedule for teaching shared time courses. Individual salaries shall be prorated based on the individual teacher's teaching schedule and school calendar. Said amount includes instructional and preparation time; attendance at staff meetings, parent teacher conferences, and Open House; participation in district professional development activities; and time before/after the students' school year that the teacher takes to set up/wrap up the school year.

**Salary Schedule Formula** –Should the audited Fall count be equal to or greater than the audited Fall count of the previous fiscal year, the Salary Schedule will be adjusted to reflect the “true, net” percentage increase to the District's state school aid foundation allowance from the previous school year's, less one-half percent, but in no case will the percentage increase be higher than 2.0%. The “true, net” percentage increase will be defined and calculated by determining and considering the state aid funding components the Michigan state legislature utilizes to arrive at the foundation allowance increase. The timing of the payment of the increment will be dependent upon when the District is officially notified of the final foundation allowance figure from the Department of Education for each applicable fiscal year of this provision. Should an adjustment(s) happen to the District's official foundation allowance during any year of this agreement, a corresponding adjustment will be made by the District to the salary formula and salary schedule but in no event shall the salary schedule be less than the 2019-2020 schedule.

**Step Movement** –For the 2020-21 school year, teachers will move up a partial/full step should the District's “true, net” per pupil foundation allowance increase from the previous year according to the following schedule:

<u>True, Net PP FA Increase</u>	<u>Step Movement</u>
\$50-\$74	¼ step
\$75-\$99	½ step
\$100-\$124	¾ step
\$125+	1 full step

Determination of step movement will be recognized when the true, net increase to the District's foundation allowance is finalized by the state legislature. Once known, the District will publish the 2020-21 salary grid, inclusive of the current steps as well as any partial steps that may be recognized based on the above formula. Final 2020-21 step placement, on full or partial steps as determined by this provision, will constitute the teacher's beginning step placement point for the 2021-22 school year.

## **26 PAY OPTION**

Salary shall be paid in 26 equal bi-weekly payments and is subject to change if there are any changes to the teacher's work schedule, and shall be prorated for services actually rendered. It is the teacher's responsibility to notify the District if there are any schedule changes.

## **REASSIGNMENT OR TRANSFER**

The Berkley School District reserves the right to reassign or transfer you to a new or different placement at its sole discretion.

## **BENEFITS -Full-time Teachers**

Full-time teachers (0.8 minimum teaching schedule, all kindergarten general education classroom teachers, and those equaling a 0.8 teaching schedule with a split contract, including cost-shared benefits, between the partner school and Berkley Schools) will be eligible for and be able to choose from:

- **Health Care** – Eligible staff members may elect single coverage from the plan options below. Two-Person or Full Family coverage is available at the teacher's expense. Teachers will be responsible for paying the actual annual premium costs that exceed the legislatively established hard cap maximums. Excess premiums beyond the single coverage hard cap limits will be deducted bi-weekly via payroll deduction. Should a teacher retire or resign as of the last day of school, insurance benefits shall continue and be paid by the District through August 31st of the year in which the teacher retires or resigns.
  1. MESSA CHOICES I – \$1,000/\$2,000 in network deductible, \$20 OV and Saver Rx Prescription coverage.
  2. MESSA CHOICES II - \$2,000/\$4,000 in network deductible, \$20 OV and Saver Rx Prescription coverage.
  3. MESSA ABC Plan 1 (HEQ/HSA) – \$1,400/\$2,800 in network deductible, Saver Rx Prescription coverage.
  4. MESSA Essentials– \$375/\$750 in network deductible, 20% co-insurance, EbM Rx Prescription coverage.
- **Dental** – ADN Administrators, carrier.
- **Vision** – National Vision Administrators, carrier.

*Less than full-time teachers have the option to purchase health, dental and vision benefits and shall be responsible for submitting monthly premium payments directly to the District.*

## **BENEFITS -All Teachers**

All teachers will be eligible for Reliance Term Life Insurance benefits, Reliance Long-Term Disability Insurance benefits and Michigan Public Schools Employees Retirement, as outlined below:

- **Term Life Insurance-** The District shall provide for the teacher only, without cost to the teacher, Reliance Term Life Insurance. In the event of death, Reliance Term Life Insurance benefits shall be paid to the teacher's designated beneficiary in the amount of fifty thousand dollars (\$50,000.00) (inclusive of any life insurance associated with the Health Insurance coverage described above). In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
- **Long-Term Disability Insurance** -The District shall provide for the teacher only, without cost to the teacher, Reliance Long-Term Disability Insurance. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary and shall begin after expiration of ninety (90) calendar days or at the exhaustion of his/her personal leave

bank whichever is longer. The maximum monthly amount shall be up to five thousand (\$5,000) dollars. Benefits shall continue at no cost to the teacher in the event of total disability.

- **Retirement** – The District will pay its contribution to Michigan Public Schools Employees Retirement System (MPERS) behalf of the staff member for the portion of the teacher’s salary paid for eligible shared time classes. Teachers will be responsible for the teacher retirement contributions via payroll deduction.

### **CLASSROOM SUPPORT ALLOWANCE**

The District will provide shared time teachers with an annual allowance for classroom materials, supplies, professional development, etc. to support the delivery of instruction. Reimbursements for purchases are subject to approval by the Director of Teaching, Learning and Technology. The maximum allowance per academic year is \$900/teacher and is prorated based on your teaching assignment. Non-consumable materials and equipment become the property of the Berkley School District. Your allowance for the school year is prorated based on your teaching schedule and percentage. The deadline for submitting purchase orders or requesting reimbursement for the first semester is December 15. The deadline for submitting purchase orders or requesting reimbursement for the second semester is April 15.

Please see Employee Handbook for more specific information regarding the Classroom Support Allowance.

### **PAID TIME OFF (PTO) – SICK/BUSINESS LEAVE**

Full-time teachers are eligible to receive a total of 91 hours of paid time off (sick and business leave) each school year. Teachers receive their full allotment of paid time off at the beginning of the school year, though these hours are actually earned during the work year. Should a teacher separate from the District during the course of the school year, a calculation will be made that will prorate the hours earned commensurate with the portion of the school year the employee worked. Less than full-time teachers will be eligible to receive a prorated allocation. The teacher will be allowed to accumulate up to 210 hours of paid time off in their leave bank.

It is the teacher’s responsibility to report absences to the District’s designated substitute management system and arrange for a substitute when absent. If a teacher is unable to perform his/her normal duties and responsibilities after three (3) consecutive work days due to personal illness, or the illness or injury of his/her immediate family, he/she will notify the Shared Time Supervisor. The teacher may be asked to complete the required absence form and provide a physician’s statement explaining the specific illness and the expected length of the absence. Business leave, up to three days per school year, will be granted upon the approval of the Shared Time Supervisor for absences from school in circumstances of an unusual nature and need.

Please see Employee Handbook for more specific information regarding Paid Time Off, including the acceptable use of business leave policy.

### **FAMILY MEDICAL LEAVE**

The District shall provide for a Family Medical Leave Act (FMLA) unpaid leave of up to twelve (12) weeks to all qualifying teachers that request it for the following purposes: birth/care of child; adoption; serious health condition of the teacher; care of a member of the immediate family with a serious health condition and certain qualifying exigencies permitted under FMLA when the teacher’s spouse, son, daughter or parent is on active duty with the Armed Forces (including the National Guard or Reserves). Maternity leave will run concurrently with FMLA. A teacher may use paid leave, if days are available in the teacher’s sick bank, for any eligible disability during the FMLA leave. Family Medical Leave Act (FMLA) or where appropriate a leave under the Emergency Family and Medical Leave Expansion Act (EFMLEA) will be granted upon the approval of the Shared Time Supervisor and Assistant Superintendent of Human Resources for qualifying absences.

Please see Employee Handbook for more specific information regarding Family Medical Leave.

### **SCHOOL YEAR**

The teacher will follow the schedules set forth within the academic and professional development calendars established by the District and partner school. The teacher will provide instruction according to the Berkley School District schedules

and calendars for their subject(s) area as closely as reasonably possible. Teachers are expected to devote the time necessary to satisfactorily perform their scheduled duties and associated responsibilities in a competent and professional manner.

**MISCELLANEOUS**

This is a probationary contract for not more than (up to) one school year, and is subject to non-renewal or layoff. A newly hired teacher will serve up to two or five years of probation, as determined by law. During the probationary period, the teacher can be terminated at any time pursuant to the Michigan Teacher's Tenure Act, and the teacher may terminate this contract at any time for any reason upon 60 day's written notice.

**EMPLOYER**

The Berkley School District is the employer of record and all Shared- Time Faculty employment policies and procedures established by the District shall be followed. The District reserves the right to establish new and different policies.

**ENTIRE AGREEMENT**

This is the complete and entire agreement between these parties, and supersedes all prior oral or written agreements, contracts or promises. This Agreement may not be modified except in writing and approved by the District and Board of Education. No individual has the authority to modify any term of this Agreement.

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Shared Time Teacher

Date



7/15/20

Lawrence J. Gallagher  
Deputy Supt. of Finance, Facilities & Operations

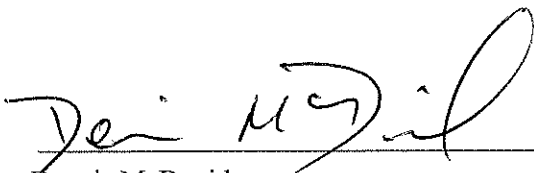
Date



07-15-2020

Christopher Sandoval  
Assistant Supt. of Schools & Human Resources

Date



7/14/2020

Dennis McDavid  
Superintendent

Date

## Shared Time Salary Schedule

<b>STEP</b>	<b>BA</b>	<b>BA+30/MA</b>	<b>MA+30</b>
1	\$32,516	\$34,142	\$35,849
1.5	\$33,004	\$34,654	\$36,387
2	\$33,499	\$35,174	\$36,933
2.5	\$34,001	\$35,702	\$37,487
3	\$34,511	\$36,238	\$38,049
3.5	\$35,029	\$36,782	\$38,620
4	\$35,554	\$37,334	\$39,199
4.5	\$36,087	\$37,894	\$39,787
5	\$36,628	\$38,462	\$40,384
5.5	\$37,177	\$39,039	\$40,990
6	\$37,735	\$39,625	\$41,605
6.5	\$38,301	\$40,219	\$42,229
7	\$38,876	\$40,822	\$42,862
7.5	\$39,459	\$41,434	\$43,505
8	\$40,051	\$42,056	\$44,158
8.5	\$40,652	\$42,687	\$44,820
9	\$41,262	\$43,327	\$45,492
9.5	\$41,881	\$43,977	\$46,174
10	\$42,509	\$44,637	\$46,867
10.5	\$43,147	\$45,307	\$47,570
11	\$43,794	\$45,987	\$48,284
11.5	\$44,451	\$46,677	\$49,008
12	\$45,118	\$47,377	\$49,743
12.5	\$45,795	\$48,088	\$50,489
13	\$46,482	\$48,809	\$51,246
13.5	\$47,179	\$49,541	\$52,015
14	\$47,887	\$50,284	\$52,795
14.5	\$48,605	\$51,038	\$53,587
15	\$49,334	\$51,804	\$54,391
15.5	\$50,074	\$52,581	\$55,207
16	\$50,825	\$53,370	\$56,035
16.5	\$51,587	\$54,171	\$56,876
17	\$52,361	\$54,984	\$57,729
17.5	\$53,146	\$55,809	\$58,595
18	\$53,943	\$56,646	\$59,474
18.5	\$54,752	\$57,496	\$60,366
19	\$55,573	\$58,358	\$61,271
19.5	\$56,407	\$59,233	\$62,190
20	\$57,253	\$60,121	\$63,123
20.5	\$58,112	\$61,023	\$64,070