

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

August 15, 2021-June 30, 2024

AMENDED Effective August 15, 2023- June 30, 2024

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 school year beginning August 15, 2021 through June 30, 2024 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.

Step Movement - Shared Time teachers shall receive Step Movement, 1.0 full step, for three years (2021-22, 2022-23, 2023-24). Shared Time teachers at the top step shall receive a 2% salary increase for the first two years and in year three they shall receive increases as outlined in the Salary Schedule Formula below.

Salary Schedule Formula - for the 2023-24 school year, 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 previous year's schedule.

Longevity Payment - a Longevity Payment of \$1,000 will be paid *at the completion of* Years 5-9 of District Shared Time service. A Longevity Payment of \$2,000 will be paid *at the completion of* Year 10-14 of District Shared Time service. A Longevity Payment of \$5,000 will be paid *at the completion of* Year 15 *and beyond* of District Shared Time service. Longevity Payments will be processed *on the first pay of June*. For the purpose of determining eligibility for Longevity Payments, Shared Time teachers hired before December 31 will be considered hired as of July 1 of that same 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, *Two-Person or Full-Family* coverage from the plan options below. 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 31 of the year in which the teacher retires or resigns.
 1. MESSA CHOICES I - \$1,000/\$2,000 in network deductible, \$20 OV and *3 Tier Rx Prescription coverage with mandatory mail*.
 2. MESSA CHOICES II - \$2,000/\$4,000 in network deductible, *10% Co-insurance*, \$20 OV and Saver Rx Prescription coverage.
 3. MESSA ABC Plan 1 (HEQ/HSA) - *\$1,500/\$3,000* in network deductible, *MESSA Rx Prescription coverage*.
 4. *MESSA ABC Plan 2 (HEQ/HSA) - \$2,000/\$4,000 in network deductible, MESSA Rx Prescription coverage.*
 5. MESSA Essentials - \$375/\$750 in network deductible, 20% co-insurance, EbM Rx Prescription coverage.
- **Dental** - ADN Administrators, carrier.
- **Vision** - National Vision Administrators, carrier.

Cash In Lieu - Each eligible teacher may select to receive cash in lieu of health care payments in the amount of two hundred and fifty dollars (\$250) per month (\$3,000 per year).

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 - eligible Teachers

Eligible Teachers will be entitled to Reliance Term Life Insurance benefits, Reliance Long-Term Disability Insurance benefits and Michigan Public School Employees Retirement, as outlined below:

- **Term Life Insurance** - *teachers working more than ten (10) hours per week based on their teaching percentage are eligible for 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** - *teachers working more than ten (10) hours per week based on their teaching percentage are eligible for 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 dollars (\$5,000). Benefits shall continue at no cost to the teacher in the event of total disability.

- **Retirement** - *all teachers participate in the Michigan Public School Employees Retirement System (MPERS).* The District will pay its contribution to Michigan Public School Employees Retirement System (MPERS) on 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 **\$1,300/teacher** (**\$1,800/art teacher**) and is prorated based on your teaching assignment. Non-consumable materials and equipment become the property of the Berkley School District. 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 1,600 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 (3) 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) 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 area(s) 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 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 days 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.

Shared Time Salary Schedule

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

