

**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF THE  
BERKLEY SCHOOL DISTRICT  
AND THE  
BERKLEY EDUCATION  
ASSOCIATION, MEA/NEA**

**2024-2025**

**2025-2026**

**2026-2027**



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## **AGREEMENT**

This Agreement entered into this 13th day of June 2024, effective August 30, 2024, by and between the Board of Education of the Berkley School District, Berkley, Michigan, hereinafter called the "Board" and the Berkley Education Association, a nonprofit incorporated body under the laws of the State of Michigan, hereinafter called the "Association."

## **PREAMBLE**

The Berkley Education Association, MEA-NEA, and the Board of Education of the Berkley School District hereby affirm their mutual interest in the development of educational programs of the highest quality, consistent with community resources, for the benefit of the students and the Berkley School District community and their recognition of teaching as a public trust and a professional calling.

WHEREAS, The Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, and amended in June 1973, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment.

NOW THEREFORE, It is agreed:

## **ARTICLE I** **Recognition**

**Section 1** The Board recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of Michigan 1965, for all regular, certified teaching personnel and ancillary staff. Ancillary staff refers specifically to non-certificated counselors, media specialists, psychologists, speech pathologists, and social workers (excluding substitute/guest teachers, directors, administrators, and all other employees) as certified on February 2, 1966. The term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.

**Section 2** The Board agrees not to negotiate with any teacher or teacher organization other than the Association with respect to wages, hours, terms and conditions of employment for teachers covered by this Agreement for the duration of this Agreement.

**Section 3** For all items of this contract, and in all areas of employment, all ancillary staff who are fully approved, certified or licensed by the State Department of Education or the State Department of Licensing and Regulation shall enjoy all rights and privileges guaranteed to certified tenure teachers under this contract. This shall include the right to due process with the right to administrative hearings before the

Superintendent or designee and hearings before the Board in the event of disciplinary action, demotion, or dismissal. Each educator shall have the right to have a representative of their choice present at such hearings.

This shall not be construed to extend to ancillary staff the right to a hearing before the Michigan Teacher Tenure Commission unless such right is guaranteed by state law.

**Section 4** Pursuant to the Michigan Public Employment Relations Act (PERA), the Board hereby agrees that every teacher shall have the right to organize or choose not to organize, to join or choose not to join, and to support or choose not to support the Association for the purpose of collective bargaining.

## **ARTICLE II** **Board Rights and Responsibilities**

**Section 1** The Board, on its own behalf and on behalf of the electors of the school district, hereby retain and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon, and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to, and subject to the terms and conditions of this Agreement:

- A. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the entire school system within the boundaries of the Berkley School District.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
- C. Direct the working forces, including the right to establish and/or eliminate positions, hire, evaluate, promote, suspend, discharge, transfer, assign work or duties to employees in keeping with accepted professional responsibilities, to determine the size of the work force and to pay employees.
- D. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the administrative work of the District.
- E. Determine the policy affecting the selection, testing, or training of prospective employees. This includes passing an employment physical.

**Section 2** In meeting such responsibilities, the Board acts through its administrative staff. The Board and administrative staff shall be free to exercise all of its managerial rights and authority subject to the terms and conditions of this Agreement.

**Section 3** The listing of specific management rights in this Agreement is not intended to be, nor shall be, restrictive of or a waiver of any rights of management not

listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

### **ARTICLE III** **Staff Evaluations**

**Section 1** Beginning with the 2024-25 school year, The Danielson Framework shall serve as the negotiated performance evaluation system and shall include a rigorous, transparent, and fair performance evaluation system that does all of the following:

- A. Determines the effectiveness of teachers annually and ensures that they are given ample opportunities for improvement.
- B. Provides timely and constructive feedback.
- C. Establishes clear approaches to measuring student growth.
- D. Uses multiple rating categories that take into account student growth and assessment data.

**Section 2** The performance evaluation system will include the following:

- A. Within two weeks of the new school year, the teacher shall be notified who will be conducting their annual evaluation.
- B. A Goal Setting Conference between the teacher and evaluator to discuss and develop the teacher's annual improvement goals. Goals will be written with the collaboration of administration and will assist in improving teacher effectiveness, and may include any recommended training identified by the evaluator that could assist the teacher in meeting these goals.
  - a. Student Growth Goal: Shall be 20% of the year-end evaluation and will be based on student growth and assessment data.
    - 10% is based on assessment data, 10% is based on a written reflection
  - b. Performance Goals (Danielson): Shall be 80% of the year-end evaluation and will be based on the teacher's performance as measured by the Danielson rubric. (20% for each of the four Danielson domains)
- C. A Midyear Progress Report for all probationary teachers and any teacher who received a rating of Needing Support or Developing in their most recent year-end evaluation. The Midyear Progress Report will not take the place of a year-end evaluation.
- D. Classroom observations to assist in evaluating the teacher's overall performance. All of the following apply to classroom observations:
  - a. Observations will be conducted openly and with the knowledge of the teacher being evaluated.
  - b. A review of the teacher's lesson plan and the state curriculum standards being used in the lesson.
  - c. A review of pupil engagement in the lesson.
  - d. Observations shall not be less than 15 minutes but do not have to be for an entire class period.

- e. At least 2 classroom observations each school year. One observation may be unscheduled. Either party may request additional observations by other administrators who are trained in the use of the evaluation tool.
  - f. Written feedback to the teacher within 30 calendar days after each observation. If a written evaluation is not provided, the teacher is deemed effective.
- E. A final summative rating based on three categories: Needing Support, Developing or Effective. If a written evaluation is not provided, the teacher is deemed effective.

**Section 3** A teacher will not be assigned an evaluation rating and will be designated as “unevaluated” if:

- A. The teacher worked less than 60 days in that school year.
- B. The teacher’s evaluation results were vacated through the grievance procedures.
- C. There are extenuating circumstances, and the teacher and the District agree to designate the teacher as evaluated due to the extenuating circumstances.

**Section 4** A teacher who is not in a probationary period and is rated as Effective on the 3 most recent consecutive year-end evaluations, will be evaluated triennially instead of annually so long as the teacher maintains effective practices as determined by administration.

**Section 5** The following criteria will be applied to determine the teacher’s overall effectiveness rating based on the results of the individual Danielson domains:

- A. Effective: An overall Effective rating will result if at least three domain areas are rated Effective, and no areas are rated Needing Support.
- B. Developing: An overall Developing rating will result if two or more domain areas are rated Developing and no areas are rated or Needing Support.
- C. Needing Support: A Needing Support rating in any of the 4 domain areas will result in an overall effectiveness rating of Needing Support.

HE = Effective

E = Effective

ME = Developing

IE = Needing Support

**ARTICLE IV**  
**Association Rights and Responsibilities**

**Section 1** The Board will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of their membership, or participation in, the activities of the Association.

**Section 2** The Board specifically recognizes the right of its employees to appropriately invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board and the Association agree to be bound by any lawful order or award thereof.

**Section 3** The Board grants the Association the right to the reasonable use of school premises for its professional or business meetings upon the prior written request made by the Association and approved by the Superintendent or their designee. The Association agrees to pay any overtime costs for use of facilities which may be incurred by the Board.

**Section 4** No teacher shall be prevented from wearing insignia pins, or other identification of membership in the Association, on or off school premises.

**Section 5** The Board shall designate a bulletin board, or an adequate portion thereof, in each building for the posting of Association business notices and social announcements. All such notices, or announcements, shall contain the signature of an Association official.

**Section 6** The Association will have access to all means of communication for its business notices and social announcements. The public address system may be used by the Association at the normal time for such announcements. A copy of all informational announcements, questionnaires, surveys, evaluations, and other general membership distributions or circulations initiated by the Berkley Education Association shall be given to the building principal, and a copy sent to the Deputy Superintendent, at the time of such distribution or circulations.

Neither the Berkley Education Association, nor any of its members, shall contact any outside agency or organization or vendor on behalf of the Berkley School District for the purpose of seeking advice, counsel, making purchases, acquiring services, or support without the express permission of the appropriate administrator.

**Section 7** The Board agrees to furnish to the Association, in response to requests, copies of all available public information concerning the financial resources of the District, and such other information to assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of teachers. The Board also agrees to provide the Association such information as may be necessary for the Association to process any grievance or complaint.

The Board shall make available for the Association all documents which are freely available to the public. It shall not be required to provide the Association with management documents such as Budget Responsibility Reports nor to compile information not available to the general public.

**Section 8** The Board shall give due consideration to place on the agenda of any regular Board meeting, matters brought to its consideration by the Association, so long as those matters are made known to the Superintendent's office by the close of the business day on the Wednesday prior to said regular Board meeting.

**Section 9** The Association President shall be half-time released at Board expense for the performance of Association business and coordinating the mentor program and new teacher training along with District representation. However, the Association will reimburse the Board for the retirement costs for the half-time release assignment. The reimbursement shall be paid by June 30, or within 10 days following the receipt of the District's invoice. The Board maintains the right of assignment. The Association President shall be considered to be employed full time by the Board for all purposes during the term of office.

**Section 10** The Association shall be given, upon the authorization of the Association President, thirty (30) days release time to be utilized by Association officers or representatives for attendance at professional activities such as professional conferences, workshops, Representative Assemblies and grievance proceedings. Said days shall accumulate from year to year. An additional fifteen (15) days of released time will be granted, and the Board will be reimbursed by the Association for each of these days used at the current substitute rate. The last five (5) days will be used subject to the approval of the Deputy Superintendent of Schools and Human Resources.

**Section 11** The BEA President and designee of the Board will confer regarding assignment of members to District committees.

**Section 12** Reasonable Break Time for Nursing Mothers - See Board Policy 6700.

## **ARTICLE V** **Teacher Rights and Responsibilities**

**Section 1** Nothing contained herein shall be construed to deny or restrict to any teacher the rights they may have under the Michigan General School Laws or applicable Civil Service laws and regulations. The rights granted hereunder to the teachers shall be in addition to those provided elsewhere.

**Section 2** Teachers shall be entitled to full rights of citizenship and no lawful religious or political activity of any teacher, or lack thereof, shall be grounds for any discrimination or discipline with respect to the professional employment of such teacher;

provided, however, that no teacher shall engage in any religious or political activity in the course of their school day employment.

**Section 3** The Association, and teachers, recognize it is neither their function nor right to assume administrative responsibilities. The teacher recognizes their responsibility to uphold and hereby agrees to uphold, all written policies, rules, and regulations promulgated by the Board, providing those policies, rules and regulations are not in conflict with this Agreement. To this end, essential information, including board policies, will be available on the District's website. In addition, a copy of the school district's policy manual and updates will be available to teachers upon request.

**Section 4** It is agreed to by the parties that the evaluation of students is the responsibility of the teaching staff. No grade may be changed unless either the teacher who issued the grade concurs or the majority of the Grade Review Panel approves of the change. The Grade Review Panel shall be composed of three (3) teachers selected by the Association, one (1) Board member and the Superintendent or their designee. Should the teacher not concur and the panel approve the grade change, the teacher may appeal the decision to the Board. The decision of a majority of the board members elected and serving will be final.

**Section 5** The management of students during the school day is an integral part of every professional educator's responsibility, therefore, all professional educators shall take appropriate and effective action to promote conditions in school buildings, and on school property, which are conducive to good discipline.

**Section 6** The Association, and teachers, recognize the responsibility to implement the philosophy, goals, objectives, and curriculum as adopted by the Board.

**Section 7** The use of all surveillance devices shall not be used in teacher evaluations. All monitoring or observation of the work of the teacher shall be conducted openly and with the full knowledge of the teacher.

## **ARTICLE VI** **Teacher Protection**

### **Section 1**

- A. The Board will give support and assistance to teachers with respect to the maintenance of control or discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the teacher shall notify the principal in writing and the principal shall take appropriate and necessary action. The teacher shall be advised in writing of such intended course of action within five (5) school days.
- B. Any discussion between administrators and teachers on issues of discipline or methods of instruction shall be conducted in private and not in

the presence of students, parents, or other teachers not directly involved in the particular situation, unless there is prior agreement with the teacher.

## **Section 2**

- A. A teacher may remove a student from a classroom to the appropriate administrative office for one class period when, in the judgment of the teacher, the persistence of the misbehavior or the disruptive actions of the student makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal full particulars of the incident in writing within twenty-four (24) hours. For purposes of this section, an elementary period shall be defined as one (1) forty-five (45) minute period of time. The administrator will consult with the teacher on a course of action within twenty-four (24) hours. In the event of a serious offense, the teacher may immediately remove the student from the classroom to the appropriate administrative office, provided that full particulars are furnished to the principal in accordance with procedures outlined on the conduct referral form. This should be done as expeditiously as possible. The principal, or assistant principal, shall determine the appropriate action to be taken. The teacher shall be advised in writing of such action, or intended course of action, within two (2) school days following receipt of the above mentioned statement.
- B. When three charges of serious misconduct, as determined by mutual agreement of principal and teacher, are filed on a student in any one semester, a formal disciplinary hearing may be initiated by the teacher. The hearing will be convened by the principal, or their designee, in accordance with due process requirements. Any or all action to be taken by the principal, or their designee, must be reported in writing to the teacher involved within two school days of the filing of the third referral form.
- C. Upon the fourth charge of misconduct, as mutually determined by the principal and teacher, notification will be sent to the Superintendent. The teacher will be notified of any subsequent action.
- D. A teacher also has the option of suspending a student for one day in accordance with MCL 380.1309 (Appendix E1) and Board Policy 5610 (Appendix E2).

**Section 3** Any complaints by a parent, student, teacher, or other shall be promptly called to the teacher's attention. No formal action shall be taken upon any such complaint, nor shall any notice thereof be included in said teacher's personnel file unless such matter is brought to the attention of the teacher concerned and a copy of such complaint, if the complaint was made in writing, is given to said teacher. All information forming the basis for disciplinary action will be made available to the teacher and the Association. The teacher will have the opportunity to attach a written reply to the complaint. In addition, the teacher may request a hearing with appropriate administrators. A representative of the Association may be present. If any questions of

breach of professional ethics on the part of the teacher that is involved, the Association shall be notified.

**Section 4** Teachers shall observe all written rules concerning discipline of students as are established by the Board and the State of Michigan under Public Act 290, 1964. In the event criminal or civil proceedings are brought against any teacher in the course of their employment, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for the teacher. In the event the Board refuses to furnish counsel and the teacher ultimately is found not guilty, the Board will fully reimburse the teacher for legal counsel fees expended. The teacher shall furnish the Board with a statement from their legal counsel certifying the legal fees actually paid by the teacher, excluding any legal fees paid by insurance or other sources.

**Section 5**

- A. Any incident of assault on a teacher shall be immediately reported, by the principal, to the Superintendent or their designee.
- B. In the event of legal action resulting from an incident of assault on a teacher, the Board, or its designee, will conduct an investigation to determine whether or not it will furnish counsel for such teacher. In the event the Board refuses to furnish counsel and the teacher is ultimately upheld by the courts in such action, the Board will fully reimburse the teacher for legal counsel fees expended. The teacher shall furnish the Board with a statement from their legal counsel certifying the legal fees actually paid by the teacher, excluding any legal fees paid by insurance or other sources.

**Section 6** Time lost by a teacher in connection with any justifiable incident mentioned in this Article, shall not be charged against the teacher.

**Section 7** No material of a negative nature originating after original employment will be placed in the employee's personnel file unless they have had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the employee is asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material, but in no instance shall signature be interpreted to mean agreement with the content of the material.

**Section 8** A teacher will have the right to review the contents of all records of the District pertaining to the said teacher, originating after original employment, excluding confidential recommendations, and to have a representative of the Association accompany him/her in such review.

**Section 9** Any action taken against an employee not covered by the Tenure Act including discipline, demotion, or discharge, shall only be for a reason that is not arbitrary or capricious and appropriate to the behavior which precipitated such action.

**Section 10** Any discipline, including any violation of professional ethics asserted by the District shall be subject to the procedures as set forth herein:

- A. Oral or written notice will be given by the administration to the employee of any incident, complaint, or charge that may form the basis for any potential disciplinary action.
- B. If the complaint alleges child abuse or neglect, the matter shall also be reported to Child Protective Services.
- C. The employee shall normally be provided with notice of the time, date, and location of a meeting to provide the employee with an opportunity to respond.
- D. Whenever an employee shall meet with an administrator, and such meeting may result in disciplinary action, the administrator shall notify the employee of the purpose of the meeting prior to beginning the meeting, and notify the employee of their right to representation.
- E. The Superintendent or designee is authorized to place an employee on administrative leave pending the completion of a disciplinary investigation of an alleged offense, infraction, or misconduct. Administrative leave under this provision is not regarded as a disciplinary measure or penalty.
- F. If it is determined that the employee has engaged in an offense, infraction, misconduct, or other behavior warranting discipline, the administration's decision as to the level of discipline shall be guided by the following principles:
  - a. The adequacy and credibility of the evidence derived from investigation.
  - b. The seriousness of the offense, infraction, or misconduct.
  - c. The employee's prior disciplinary and/or employment record.
  - d. The existence of any relevant aggravating or mitigating factors.
- G. Disciplinary measures may include but are not limited to: oral warning, written warning, written reprimand, unpaid suspension, and discharge. The District reserves the right, in its sole discretion, to apply disciplinary sanctions it deems appropriate to the specific set of circumstances or facts, subject to the requirements, where applicable, of the Teachers' Tenure Act.

**Section 11** If a teacher is injured in the course of employment, free medical, surgical, or hospital care shall be furnished by the Board at a designated medical facility for the initial visit. Subsequent medical care may be pursued at a medical facility chosen by the teacher as provided under the Worker's Disability Compensation Act.

**Section 12** In the event a teacher becomes disabled during the course of the school year, they may be given consideration for employment in another capacity in the District.

**Section 13** In the event that the Berkley School District should be involuntarily or voluntarily annexed through action taken by judicial bodies (courts) or administrative bodies (State Board of Education, Intermediate School District), or consolidated with

another district(s), teachers of Berkley School District shall maintain seniority rights, tenure status, or probationary status as well as other employment rights as have been provided prior to any annexation or consolidation.

Any annexation or consolidation through action taken by courts, or any administrative body of the State of Michigan, or the electorate shall not cause a member of the bargaining unit to lose or diminish leave rights, salary, salary status, fringe benefits, employment rights, or other rights provided by this contractual Agreement, or rights provided by the statutes or constitutions of the State of Michigan or the United States.

**Section 14** Persons other than administrators and/or District-approved evaluators shall be allowed in teachers' classrooms only according to the following guidelines:

- A. The teacher will be notified at least 24 hours prior to the visitation.
- B. The teacher will be informed of the purpose of the visit.
- C. The teacher will have the opportunity to inform the administration, and the person making the visitation, of their teaching plans prior to the visitation.
- D. Where the person is not a regular employee of the District, such visits shall be limited to one (1) visit per week without the expressed permission of the teacher.

**Section 15** Bargaining unit members who are not routinely required to make home visits with students and/or parents as a part of their normal duties shall: 1) be accompanied by an administrator or authorized school district designee, 2) be covered by the school liability insurance with at least \$1,000,000.00 coverage inclusive of their automobile, 3) be authorized by the appropriate administrator, and 4) be reimbursed for mileage and time spent, including travel, at the appropriate IRS and personal hourly rates for the teachers.

Bargaining unit members who perform home visits as part of the daily duties (e.g. homebound, Early Intervention Program) are excluded from Item #1 above, unless circumstances warrant; consultation with the Student Services Director can activate Item #1.

**Section 16** For new District adopted curriculum, training shall be provided for staff before implementation.

**Section 17** In the event that software/technology programs are not functioning properly, the due date of any work assignment dependent upon such software or technology shall be adjusted accordingly to allow for adequate completion of necessary work.

**Section 18** Consideration will be given to limit District meetings, due dates, in-service, etc., during parent/teacher conference and report card weeks.

**Section 19** The District will maintain consistent practices for communicating expectations regarding District-wide initiatives (e.g. report cards).

**Section 20** Any teacher who is transferred to an administrative position, and later returns to teacher status, shall be entitled to retain such rights as they would have had under this agreement had they not transferred to an administrative position.

**ARTICLE VII**  
**Teaching Hours and Teaching Load**

**Section 1**

- A. All staff shall report to and be on school premises ten (10) minutes prior to the commencement of the normal student day and shall be required to remain on duty throughout the normal student day. This time shall not be counted as planning time.
- B. The building administration retains the right to call upon teachers to assist in the management of the building when deemed appropriate and necessary on a temporary basis to restore and/or maintain order. All staff will continue to assume responsibility for guidance and leadership of student behavior at all times during the school day.

**Section 2** All bargaining unit members shall receive a duty free, uninterrupted lunch period according to the following schedule:

High School	-	40 minutes
Norup K-8	-	38 minutes
Anderson Middle School	-	35 minutes
Elementary School	-	45 minutes
Adult Transition	-	45 minutes
Early Childhood	-	45 minutes

Time required to travel between buildings shall not be counted as a portion of lunch periods.

**Section 3**

- A. The Board will attempt to provide relief periods for all teachers servicing elementary buildings through procedures mutually established by the staff in each building. However, it is understood that said relief periods will no longer be guaranteed.
- B. Time required to travel between buildings shall not be counted as a portion of any teacher's preparation and/or relief period. Generally, fifteen (15) minutes will be scheduled for this purpose unless the distance between buildings or other unique circumstances require additional time, up to twenty (20) minutes.

**Section 4**

- A. High School – The normal classroom teaching load in the high school will be 365 minutes inclusive of a preparation period of not less than sixty (60) minutes. During this time, each high school teacher shall be assigned to five (5) academic assignments. However, should a schedule change occur during the life of this Agreement, it is understood that a preparation period will equal the length of a traditional class period.
- B. Middle School – The normal classroom teaching load at Anderson Middle School will be 355 minutes inclusive of a preparation period of not less than forty-five (45) minutes. During this time, each middle school teacher shall be assigned to six (6) academic assignments. However, should a schedule change occur during the life of this Agreement, it is understood that a preparation period will equal the length of a traditional class period.
- C. Norup International MS – The normal classroom teaching load at Norup International will be 357 minutes, inclusive of a preparation period of not less than fifty-one (51) minutes for middle school teachers (see Item D for elementary preparation time). During this time, each middle school teacher shall be assigned to six (6) academic assignments.
- D. Elementary, including Norup and Early Childhood – Each elementary teacher shall receive a minimum of two hundred fifty-five (255) minutes of prep time each week with at least one block of thirty (30) minutes each day.
- E. Itinerants in Multiple Buildings – Itinerant teachers shall receive a minimum of fifteen (15) minutes per day of planning at each building they are assigned (excluding their initial building assignment) inclusive of the contractual minimums established in Section 3, B and Section 4, A-B in this Article.
- F. Ancillary Staff – Ancillary staff are entitled to the amount of prep time as the teachers in their assigned building receive.
- G. Adult Transition Program – The normal teaching load in the Adult Transition Program will be inclusive of a preparation period of not less than sixty (60) minutes.
- H. 1) When the District requests, or has the need for, a part-time teacher schedule, every attempt will be made to place the teacher's planning period at the beginning or end of the school day or adjacent to a lunch period. If the schedule cannot accommodate this, the teacher will be paid on a prorated per diem basis for the remaining portion of a full planning period.  
2) When the request for a part-time schedule is initiated by a teacher, every effort will be made to place the teacher's planning period at the beginning or end of the school day or adjacent to the lunch period. No additional compensation will be provided if this schedule cannot be accomplished.
- I. In unique situations, as determined by the building/department administrator, Secondary ELA teachers, and Special Education staff may request one (1) Release Day per semester, in coordination with their building administrator, during times where there's a high volume of

paperwork required with strict timelines (grading essays, IEPs).

**Section 5**

- A. The Board will pay the teacher at their hourly rate for time spent in any meeting in excess of thirty-five (35) hours per year, excluding those meetings necessary to resolve student or parent issues. Examples of other meetings also excluded from the thirty-five (35) hour total are: Parent-Teacher Conferences, Curriculum/Open House/Meet the Teacher Nights, Kindergarten Night, and 8<sup>th</sup> Grade Orientation.
- B. For purposes of this Section, a teacher's hourly rate shall be one-tenth of one percent of their base salary.
- C. Teachers may meet on a voluntary basis with their building administrator to resolve instructional problems, and to assist in curriculum development and implementation. Administrators and/or designee will attempt to keep the duration of after school meetings to ninety (90) minutes, and these meetings will commence fifteen (15) minutes after the student day ends.
- D. At least one week's notice will be given for any additional staff meetings in order to meet the 35 hour requirement and/or any make-up meetings for canceled staff meetings.
- E. Adult Transition and Early Childhood teachers shall follow the TK-12 calendar, inclusive of the District professional development and staff meetings. However, Adult Transition and Early Childhood teachers shall not be required to attend parent/teacher conferences or curriculum nights.

**Section 6** The Board will not require teachers to teach as substitutes in excess of their normal weekly teaching load, or in lieu of their normal assignment, unless agreed upon by the individual teacher. Should a teacher substitute, remuneration will be on the following basis:

For a 50-60 minute period, teachers will be paid a flat rate of \$62.

For a 35-45 minute period, teachers will be paid a flat rate of \$53.

For a 30 minute period, teachers will be paid a flat rate of \$37.

**Section 7** If a teacher is assigned a duty period, such assignment should be of a regular and specific nature. If deviation from the regular schedule is necessary, notice of such must be given before a duty or planning period begins or a teacher will be paid for the period at the hourly/period base rate.

**Section 8** The Board will not require a teacher to regularly teach more than the normal teaching load as set forth in this Agreement unless the teacher agrees to such assignment and unless they receives additional compensation prorated at one-fifth (1/5) of the teacher's contracted salary for each additional teaching period in a traditional high school schedule, or one-sixth (1/6) of the teacher's contracted salary for each additional middle school teaching period.

Itinerant teachers who, because of the varied start and end times of the student

day in different buildings, may work an extended day and shall receive additional prorated compensation.

**Section 9** Every attempt will be made to keep Elementary Specials classes not less than thirty (30) or more than forty-five (45) minutes for grades K-3; fifty-five (55) minutes for grades 4-5. In no case will any specials' class be longer than sixty (60) minutes in grades 4-5. Every attempt shall be made to incorporate up to five (5) minutes of passing time between each specials' class and to group by grade levels wherever possible.

**Section 10** The scheduling of itinerant teachers is dictated by program and staffing needs. However, the parties recognize that traveling between schools on the same day, and serving more than one school each day presents difficulties. To this end, every attempt will be made to assign specials' teachers so as to limit the number of buildings serviced and to promote continuity of assignment from year to year. Every attempt will be made to limit the number of buildings to less than four (4) per day. A BEA member representative from each special subject area will provide scheduling input.

If program and/or staffing needs are such that these goals cannot be attained, the circumstances will be communicated to the teacher and the Association President.

**Section 11** Elementary Itinerant teachers shall only be required to mark report cards two (2) times per year, at the end of each semester.

**Section 12** With prior approval by and at the discretion of administration, each Library Media Specialist, Counselor and Social Worker's school year may be extended up to five (5) days before and after the school year. Such time will be remunerated at the individual's per diem salary amount for each day of the extension.

**Section 13** Because many of the schools in the District serve as election precincts, schools will be closed (non-attendance day for students) on November Election Days. The District will work toward moving precincts out of the schools for other school year election days.

**Section 14** The school calendar will reflect a minimum of 180 days of instruction, and approximately 1170 instructional hours. There will be 184 teacher work days with no additional work hours for the terms of this Agreement.

## **ARTICLE VIII** **Teaching Conditions**

The parties recognize that the availability of optimum school facilities for both the student and the teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school,

school facilities and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

### **Section 1**

- A. The parties agree that every effort will be made to keep class sizes to an acceptable number (approximately twenty-seven (27) on a District-wide basis) as dictated by the financial condition of the District, the building facilities available, and the availability of qualified teachers.
- B. Departure from any recognized norm may be authorized by the Superintendent or their designee. The Superintendent or their designee will advise the Association, in writing, prior to such departure.

### **Section 2**

- A. It shall be the goal of the Board to maintain Transitional K-2 elementary class size at twenty-six (26) pupils or less and 3-5 elementary class sizes at twenty-eight (28) pupils or less, but in no case shall K-2 elementary class sizes exceed thirty-one (31) pupils or 3-5 elementary class size exceed thirty-three (33) pupils. Further, a one-half (1/2) time paraprofessional shall be assigned to each class that exceeds thirty (30) pupils.
- B. Equity of classroom distribution shall be a District goal. In cases where inequity of class size exists, administrators will confer with the Association and the teachers involved to resolve the issue. Distribution of students shall be as nearly equal as possible among classes at the same grade level within each elementary building, and like courses within the same hour at each secondary building.
- C. Split classes will be maintained at a class size level lower than non-split classes at the same grade level in the building. A grade 2-3 split shall not exceed thirty-one (31) pupils.
- D. Class size in the secondary schools shall be established not later than the official student count day of each semester, on the number of student contacts per day as follows:

#### **High School (Traditional Schedule):**

- 1) With five (5) high school classes a maximum of one hundred sixty (160) student contacts per day, exclusive of LINK students.
- 2) With four (4) high school classes a maximum of one hundred twenty eight (128) student contacts per day, exclusive of LINK students.
- 3) Every attempt will be made to maintain an average of twenty-five (25) students per class for AP Literature, and the maximum students allowable for Project Advance classes per program guidelines.

- 4) When establishing class sizes, consideration will be given to class content, room capacity, equipment, safety, and other relevant factors as determined by school administration.

Middle School:

- 1) With six (6) middle school classes, a maximum of one hundred eighty (180) student contacts per day.
- 2) With five (5) middle school classes a maximum of one hundred sixty (160) student contacts per day.

Part-time teachers assigned to fewer classes than those listed above and teachers assigned to both the high school and middle school will count their maximum allowable student contacts per day as a prorata portion of the above.

- E. Should any secondary teacher's student contacts exceed the above, a paraprofessional on a half-time basis will be available on request to said teacher for non-instructional purposes on all teacher duty days.
- F. Excluded from above:
  - a) Orchestral Music - Every attempt will be made to keep 5<sup>th</sup> grade at 33
  - b) Vocal Music - Every attempt will be made at the Elementary and Middle School to keep class size at 40
  - c) Physical Education classes except those that require a normal classroom setting for a minimum of one-third (1/3) of the class periods in a given semester. Also PE Pool classes will be limited to 30; weight training limited to 40.
  - d) Instrumental Music - Every attempt will be made to keep 5<sup>th</sup> grade at 33
- G. Nothing in the foregoing sections will be interpreted to preclude such practices as large group/small group instruction team teaching, etc., if such practices are considered educationally sound and practical, and with the mutual agreement of the teacher(s) involved.
- H. No middle school or high school class shall exceed thirty-four (34) pupils except for classes identified in F above.
- I. The District is mandated to follow caseload and classroom student ratios as outlined in the Intermediate School District plan (ISD plan) for the delivery of Special Education programs and services, or the Michigan Administrative Rules for Special Education (MARSE) in the absence of language in the Intermediate School District plan.

The combination of students with IEPs, 504 Plans, and EL students will be distributed as nearly equitable as possible among classes at the same grade level within each elementary building and like courses at each secondary building. It is therefore agreed that where balancing as provided in this provision does not alleviate this problem due to the

existence of classes with only one section or scheduling difficulties, where the number of such students in a class or where the student's needs dictate special plans, curriculum, or assessments, the teacher may request the District to provide him/her with additional assistance to ensure educational quality for all students. In such cases, when the teacher has made a request to the building principal, the principal shall meet with the teacher to discuss possible ways to alleviate the problem. If the principal cannot alleviate the problem, they shall inform the teacher in writing regarding the reasons why it is not within their ability to resolve. If the teacher is not satisfied with the response of the principal to the identified problem, the teacher may appeal via the grievance procedure.

- J. Class size provisions shall be in effect throughout the length of the Master Agreement.

### **Section 3**

- A. The parties agree that in cases of scheduling students with IEPs, all other factors being equal, preference shall be given to placement at their home schools.
- B. Any teacher may ask that the program of a student with an IEP assigned to that teacher be reviewed by an appropriate team of staff. The administration shall convene such a case review and invite the referring teacher to attend.
- C. Any teacher serving high needs students may request the convening of a support team to assist that teacher in the delivery of instruction. If training is necessary, such training shall be provided during the school day. If said training cannot occur during the school day, it shall be remunerated at the established hourly/per diem rate.
- D. If a general education teacher is required to attend a special education/EL meeting (e.g, IEPs, M.E.T's, etc.) which requires they use more than one planning period in a week, the principal will provide that teacher with equivalent planning time lost within the next five (5) school days.
- E. In the event that a special education teacher's planning time has been impacted, every reasonable effort will be made by the building principal to give the teacher additional planning time by providing a guest teacher to equal planning time lost.
- F. Every effort will be made to limit attendance at special education/E.L.L. meetings to forty-five (45) minutes per week during the classroom teaching load time for each general education teacher.
- G. No teacher shall routinely be required to perform medical or hygienic procedures on a student. This does not preclude the need for the teachers to be trained to carry out these responsibilities in emergency situations.

**Section 4** The Board recognizes the need for appropriate instructional supplies and equipment. According to the District schedule for regular review of content areas, Board and teachers will confer for the purpose of improving and updating the curriculum to meet standards. This review process shall result in the recommendation of

appropriate educational tools and materials which will be considered by the Board of Education for formal adoption per Board policy.

**Section 5** The Board shall make available in each school, adequate lunchroom, and lavatory facilities and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

**Section 6** The Board will make available:

- A. A separate desk and/or file cabinet for each teacher with lockable drawer space in each building to which the teacher is assigned. In addition, the Board shall provide lockable storage space for personal belongings and teaching materials in each building.
- B. Adequately maintained parking facilities.
- C. Equipment, supplies, and technology required for daily teaching responsibility. The required equipment shall be maintained in good working condition, within the limits of the adopted budget.
- D. Suitable locker space for the storage of coats and personal articles.
- E. Copies, exclusively for each teacher's use, of teacher's editions of texts used in each of the courses they teach.
- F. Clean and well maintained facilities.
- G. Teachers shall be provided with a private area with adequate telephone and computer access. The Board will continue to permit teachers to use telephones for professional calls and brief personal calls. These calls must be made during preparation, break time, before or after school hours.
- H. Equipment suitable for transporting and securing supplies when a teacher is assigned in more than one room.
- I. Adequately prepared classrooms ready for instruction.

## **ARTICLE IX** **Assignments**

**Section 1** All assignments shall be made at the discretion of the administration. Administration shall place teachers who satisfy the certification requirements of any applicable State and/or Federal legislation, regulation, or guideline.

**Section 2** Teachers shall be notified in writing (e.g. email) of their teaching program, schedule and room assignments for the ensuing year by the last day of the school year as defined by the school calendar, when possible. All others shall be notified at the earliest possible date. However, in no case shall notification be given later than two (2) weeks prior to the opening of school. This minimum notice shall also apply to the second semester of the high school schedule. Should circumstances or conditions arise which necessitate a change of schedule or assignment after the teacher has been notified, Administration shall inform the teacher involved, and discuss such changes and the reasons for the change.

**Section 3** In order to facilitate scheduling teaching assignments for the ensuing school year, teachers desiring a change in grade and/or subject assignment within the same building shall notify the administration in writing prior to May 1 of the current school year. Decisions regarding the placement and/or assignment of teachers shall be made on the basis of the best interest of the students and school system as well as the certification, experience, and performance evaluation for each respective teacher. The performance evaluation shall be consistent with the requirements of MCL 380.1249.

The District shall conduct all placement and assignment of teachers according to the following procedures:

- A. When possible, teachers shall be notified of their assignments for the ensuing school year by the last day of the school year as defined by the school calendar. Teachers affected by assignment changes after the last day of the school year shall be notified as soon as practicable.
- B. In order to assure that students are taught by teachers working within areas for which they are highly qualified as defined by the Michigan Department of Education, teachers shall not be assigned, except in accordance with the regulations of the Michigan Department of Education to subjects and/or grades or other classes within the scope of their teaching certificates and/or their major or minor fields of study.
- C. Notwithstanding the requirements of Section (B) above, as a precondition of placement, every teacher must possess the requisite certification and/or endorsement and qualifications as herein defined for the position for which he/she is assigned.

**Section 4** Involuntary Transfers of Bargaining Unit Members

All bargaining unit members whose assignments will be changed due to an involuntary transfer for the coming school year shall be given written notice of their assignments no later than the end of the school year, and in cases where a bargaining unit member returns from a leave or returns from a layoff.

Involuntary transfers may be affected for justifiable reasons. For purposes of this provision, justifiable reasons are:

- A. Changes in student enrollment within the affected building or within the District.
- B. Program changes.

A grade level to grade level change within an elementary administrative unit, or a change in subject area in a secondary administrative unit shall not be considered an involuntary transfer.

**Section 5** Reassignment of Bargaining Unit Members

Reassignment of members shall not be made for arbitrary or capricious reasons. The parties agree to meet as necessary to discuss the effectiveness of this

reassignment provision. A voluntary change in assignment between two (2) teachers may be approved by the building administrator.

**Section 6** Berkley employees will be given preference in filling paid support positions such as ticket seller, ticket taker, door guard, chain gang, scorekeepers, timekeeper, announcer, etc., during sporting and school sponsored events. Notifications of such positions shall be sent to all employees via email and publicized on the District website.

## **ARTICLE X** **Vacancies, Layoff and Recall**

### **Section 1** Vacancies

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions. Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via email to each bargaining unit employee with a link to the posting. The posting shall include, at a minimum, the subject assignment, if applicable, and qualifications. Positions as described above shall be posted at least 10 days prior to being filled. Bargaining unit members may apply for such positions per the application instructions on the posting.

Vacancies will be posted both internally and externally at the same time and a current teacher may apply for any open position at any time (voluntary internal transfer). In addition to reviewing teaching credentials, education, and experiences, the District will also consider the potential disruption to student learning when considering internal candidates. If a current teacher is the successful candidate for a vacancy during the school year, the transition into the new position will occur at a mutually agreed upon time.

Teachers receiving an overall rating of Needing Support on their most recent end-of-year evaluation or currently on a Plan of Assistance will receive minimal consideration for a voluntary internal transfer.

In filling all vacancies, the most qualified candidate shall be awarded the position by considering the professional background, attainments, and relevant factors of all applicants, and other relevant factors. The decision of the Superintendent (or designee) in filling vacancies shall be final.

For purposes of placement, it is the teacher's responsibility to supply the Human Resources Department with written proof of any changes in certification(s), endorsement(s), and qualification(s) in a timely manner. Failure by a teacher to follow this procedure may result in the delay of placement or assignment with regard to any new certification(s), endorsement(s) and qualification(s).

### **Section 2** Layoffs

- A. In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, the Board shall notify the BEA President/or designee of the proposed layoffs and schedule a meeting to review the names of those BEA members affected.
- B. Seniority shall be defined as total years of service in the Berkley School District computed from the date and time of hire. Part-time contractual employment preceded or followed by full-time employment shall not interrupt years of service. Professional leaves, sabbatical leaves or military leaves shall not be considered as interruption of years of service. All other leaves shall not count as years of service, but seniority is computed from the date and time of hire minus the time of such leave. If a person resigns, or otherwise leaves the employ of the District (other than on an approved leave of absence) and subsequently returns, seniority is computed from the date and time of hire after returning to the employ of the Board.
- C. Layoff means removal from the payroll with no employment rights other than retention of seniority status and recall rights as noted below. If, because of circumstances such as reduction in student population or changes in curriculum or financial reasons, it becomes necessary to reduce the bargaining unit, the following layoff recall procedures shall prevail:
  - a. Bargaining unit members not holding a regular Michigan Standard or Professional certification or Professional license (example: Temporary Certification or Permit), will be laid off first.
  - b. Bargaining unit members rated Needing Support on their most recent year-end performance evaluation will be laid off next.
  - c. Bargaining unit members rated Developing on their most recent year-end performance evaluation will be laid off next.
  - d. Bargaining unit members rating Effective on their most recent year-end performance evaluation will be laid off next.
  - e. Where effectiveness rating is the same, ratings less than effective within any domain on the teacher's most recent year-end performance evaluation will be considered.
  - f. Where effectiveness rating is the same, discipline within the personnel file will be considered.
  - g. Where effectiveness rating and discipline is the same, the bargaining unit member with the highest seniority shall be retained.
- D. During Layoff - No salary, fringe benefits, seniority, or increments will accrue or be paid. If applicable, a laid off teacher may elect to continue medical coverage as outlined in the MESSA COBRA Subsidy for Layoff (CSL) and in accordance with applicable law.
- E. Notice of Layoff - When it is determined by the Board of Education that it is necessary to conduct a staffing and/or program reduction or any other personnel determination that results in the elimination of a position, the District shall notify the Association President/or Designee of the members affected by the layoff. The District will endeavor to provide notice of

discontinuance of service to the affected members by the end of the school year prior to the school year in which the layoff is to become effective.

**Section 3** Duration and Notice of Recall

Teachers may be recalled for vacancies for which they are certified and qualified as follows:

- A. To be eligible for a recall, a teacher must have been rated Effective or Developing and have demonstrated recent teaching success in the grades, subjects, and levels being retained.
- B. Bargaining unit members with the highest effectiveness rating shall be recalled first provided such teachers are highly qualified and certified to assume the position/assignment.
- C. Where effectiveness rating is the same, the bargaining unit member with the highest seniority shall be recalled next provided such teachers are highly qualified and certified to assume the position/assignment.

Any teacher on layoff who is determined to be eligible for recall will be notified by electronic mail address and/or at the phone number on file with the District's Human Resources Office. It is the teacher's responsibility to keep Human Resources notified in regards to any changes to their contact information. The teacher must deliver to the District written notice (i.e. electronic mail) of acceptance of recall by the date specified in the notice.

A teacher's eligibility for recall shall terminate if the teacher:

- A. Resigns or employment by the Board otherwise terminates.
- B. Fails to respond to the recall notice.
- C. Does not have a valid Michigan teaching certificate for the assignment at the date of the recall.
- D. Refuses to accept a position from the District for which he/she is certified and qualified to teach.
- E. Recall rights have expired.

Bargaining unit members being recalled during the summer months (end of school year to August 1), will be given seven (7) calendar days from the date of receipt of a registered letter of recall to indicate acceptance or rejection of re-employment. From August 1 until the first day of school a bargaining member will be given five (5) calendar days from the date of receipt of a registered letter of recall to indicate acceptance or rejection of re-employment.

During the school year the bargaining unit member being recalled will be given five (5) calendar days from the date of receipt of a registered letter of recall to indicate acceptance or rejection of re-employment.

Teachers shall possess recall rights for up to two years from the date of layoff.

**Section 4** Elimination of Tenure in Position

The Board and Association agree that no teacher employed under this Agreement shall acquire tenure in any capacity other than as a classroom teacher. It is further agreed that tenure in any capacity other than as a classroom teacher is expressly excluded and waived under this Agreement.

**ARTICLE XI**  
**Paid Leave Policy**

**Section 1** An employee will be allowed leave time as set forth in this Article to the extent of thirteen (13) school days per year. An employee shall receive credit at the end of the school year for the unused portion of the thirteen (13) day leave allowance. The accumulated maximum total days, herein referred to as an employee's personal leave bank, shall not exceed two hundred five (205) days in any school year. Teachers who have accumulated two hundred five (205) days prior to the beginning of the school year shall not have days deducted from this accumulation until they have used thirteen (13) days.

**Section 2** Sick leave shall be defined as:

- A. The personal illness/disability of an employee.
- B. The illness or injury of a member of the employee's immediate family.
- C. Adoption of a child.

If an employee is unable to perform their normal duties and responsibilities after three (3) consecutive work days due to personal illness, or the illness or injury of their immediate family, they will notify the Human Resources office. The employee may be asked to provide a physician's statement explaining the specific illness and the expected length of the absence.

**Section 3** Up to three (3) days per school year may be used for business leave.

- A. Business leave shall be defined as absence for the transaction of business which cannot be reasonably handled outside of working hours.
- B. Business leave may not be granted during the first week of the school year and cannot be taken the day before or immediately after a holiday or school recess.

**Section 4** Except in an unforeseen emergency, notification for and approval of business leave shall be entered into the District's designated absences management system at least two (2) days in advance. Improper use of leave will result in disciplinary action, including, but not limited to, the loss of salary for the day or days in question. Examples of unacceptable uses of leave days include:

- A. Recreational pursuits
- B. Other employment except with administrative approval
- C. Social functions
- D. Travel

- E. Child care (except in emergency situations)
- F. Economic gains
- G. Extension of holidays, vacations, or other school recesses

**Section 5** The purpose of the BEA Sick Bank is for members who have an extended personal illness (e.g. surgery, accident, long term illness, etc.).

At the beginning of each school year and throughout the year, the Board shall contribute a sufficient number of sick leave days to a bank of leave days called the BEA Sick Bank, so as to maintain the number of days in said bank at a maximum of five hundred (500) days, provided, however, that the number of days contributed to the sick leave bank by the Board in any one (1) school year shall not exceed an amount equivalent to the number of teachers employed by the Board at the beginning of said school year.

The BEA Sick Bank shall be administered by the Board. Teachers who have exhausted their accumulated sick leave allowance may make withdrawals from the BEA Sick Bank equivalent to the number of days the teacher had in their personal leave bank at the beginning of that school year.

**Section 6** Upon completion of each semester, a teacher utilizing zero (0) paid leave days during that semester shall receive a \$100 bonus. A teacher utilizing one (1) paid leave day during that semester shall receive a \$75 bonus. A teacher utilizing zero (0) paid leave during the entire school year shall earn one (1) unrestricted personal day to be used during the following school year.

If a teacher chooses an unrestricted personal day and wants to use it the day before or the day after a holiday, the number of teachers able to utilize their day will be restricted to one teacher per elementary/middle school and two teachers at the high school. This unrestricted personal day shall be considered one full day regardless if there is a half day scheduled per the school calendar and may not be used on the first or last scheduled student day.

**Section 7** Any teacher who is absent because of an injury compensable under the Michigan Workers' Disability Act shall receive from the Board the difference between the allowance under the Worker's Compensation Law and their regular salary for the duration of the absence due to injury up to a limit of three hundred sixty-five (365) calendar days. However, in no event shall a teacher receive an amount which exceeds their salary.

The difference between such regular daily salary payment and the daily amount received under the Workers' Disability Compensation Act shall be divided by the teacher's regular daily salary for each day or days of absence and the quotient thereof shall be chargeable to, and deducted from, the teacher's personal leave bank. If the absence continues beyond three hundred sixty-five (365) days, further absences shall be charged pro-rata to the teacher's personal leave bank.

Teachers absent due to such injury/illness shall continue to accrue seniority, salary credit and advancement, and all other rights and benefits as provided by this Agreement for the duration of the illness. Eligibility for insurance benefits will be maintained for a minimum of twelve (12) months, and for as long as the teacher continues to receive paid leave under either the BEA Sick Leave bank or the teacher's personal leave bank.

**Section 8** Should the Board have probable cause to believe that a teacher is abusing the paid leave policy, the Board may require verification of said leave prior to the time the teacher returns to school.

**Section 9** Any teacher who is unable to return to duty following five (5) work days of illness as defined in Section 1 above may be required to present a physician's statement certifying that the teacher is able to perform the essential function of their normal responsibilities. The Board reserves the right to require the teacher to be examined by a Board designated physician at Board expense.

**Section 10** Leaves of absence with pay not chargeable against the teacher's personal leave allowance shall be granted for the following reasons:

- A. Such time as is necessary up to a maximum of five (5) days per occurrence for a death in the immediate family and/or member of the teacher's household. The immediate family shall include father, mother, father-in-law, mother-in-law, spouse, sister, brother, children, grandchildren and grandparents.
- B. Any administratively required medical examination.
- C. Any administratively approved attendance at the employee assistance program facility.
- D. A teacher who is exposed on the job, and is subsequently absent from work because of Mumps, Measles, or Chicken Pox, or other communicable diseases, shall have days charged against leave days restored upon presentation of evidence of on-the-job exposure.
- E. Any additional time off required to conform to Board requirements initiated from Sections 6 and/or 7 above.

**Section 11** Jury Duty

A leave of absence may be granted for jury service. The Board will pay an amount equal to the difference between the teacher's daily salary and the daily jury fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty, and on which they would otherwise have been scheduled to work, under the procedure established by the Business Office.

**Section 12** Sabbatical Leave

Pursuant to Section 572 of the School Code of 1952, a maximum of two percent (2%) of the bargaining unit who have been employed for seven (7) consecutive years

may be granted a sabbatical leave for one (1) year. Leaves for professional study, for work on publications, for travel, or for travel combined with study, which, in the opinion of the Superintendent or their designee, will improve instruction in the Berkley School District, or will improve the efficiency of the teacher, shall be considered consistent with the purpose of sabbatical leave. The Sabbatical Leave Policy is set forth in Appendix C.

**Section 13** Donations of Days Program

An employee may voluntarily donate up to two (2) days each school year from their personal leave bank to another employee who has expended their accumulated days. These days may be used to assist an employee who is unable to work as a result of an unplanned/unscheduled personal injury or illness. Teachers will not qualify for this program for elective surgeries or procedures not directly related to the long term illness, and prior to receiving any days from this program, the employee must have exhausted the days in their personal leave bank. The maximum number of days that may be donated to the employee is capped at 20 days per year.

The employee requesting days through this program must supply a doctor's verification of the personal injury or illness to the Human Resources Dept. The District may require the teacher undergo an appropriate evaluation by a physician selected and paid for by the District. The application for use of donated days, the doctor's verification form and the donation form are available through the Association and shall be submitted to the Human Resources Dept. Applications shall be submitted in a timely manner, however, contributions will be made retroactively to the start of the employee's eligibility for applications submitted after the employee's eligibility has begun.

Eligibility to receive days from the Donation of Days Program is determined by the District, whose decision is final and not subject to the grievance process.

**ARTICLE XII**  
**Leave of Absence Without Pay**

**Section 1** The Board may grant employees who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay up to a maximum of one (1) year. An extension of a leave of absence may be granted upon the recommendation of the Superintendent or their designee. Examples of such leaves are health, study, research, professional association assignment, personal, and approved travel. Each request for an unpaid leave of absence will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of this Article.

**Section 2** To be eligible for a leave of absence, except military leave as provided by law, the employee must have completed two (2) years of employment.

**Section 3** An Ancillary employee upon return from leave shall be restored to an open position of like nature and status for which that employee is licensed and

qualified. An open position is one which is unfilled at any time or one which is held by a less senior Ancillary Staff employee at the beginning of the next school year.

**Section 4** If an employee on leave accepts full-time similar employment elsewhere without Board of Education approval, their leave will be automatically terminated and their employment will terminate.

**Section 5**

- A. An employee on leave shall not lose sick leave time accumulated prior to their leave. However, sick leave time shall not accumulate during their leave of absence.
- B. An employee on unpaid leave shall be allowed to purchase health insurance through the business office at the group rate, and at their own expense, when such practice is permissible under the rules and regulations of the insurance carrier(s).

**Section 6** While an employee is on leave, there shall be no advancement on the salary schedule in terms of experience, nor in accrual of seniority except as provided for elsewhere in this Article. Seniority accrued prior to the leave of absence, however, shall be maintained.

**Section 7** An eligible employee desiring a leave of absence shall submit their request to the Board of Education through the Superintendent or their designee. Such requests shall be submitted by the Superintendent or their designee to the Board with their recommendation for action.

**Section 8** For all employees whose leave shall terminate at the end of a school year, a letter of availability must reach the Superintendent or their designee no later than the preceding March 1. For all employees whose leave shall terminate at times other than the end of a school year, such letter of availability must reach the Superintendent or their designee no later than sixty (60) days preceding the termination date of the leave. The Superintendent or their designee shall cause letters to be sent to all employees on a leave of absence reminding them of this provision at least thirty (30) days prior to the date such letter of availability is due. Failure to comply with this provision shall be interpreted as a resignation of employment.

**Section 9** The Board shall provide for a Family Medical Leave Act (FMLA) unpaid leave of up to twelve (12) weeks to all 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, however, a teacher may use paid leave, if days are available in the teacher's sick bank, for any disability during the FMLA leave. Further, health insurance shall be provided to all those on such a leave that elected to be covered by Board paid health insurance prior to the leave for the duration

of the leave. For purposes of this section, immediate family shall be defined as it is in the Federal Law governing this provision.

**Section 10** Childcare Leave

- A. The Board will grant a leave of absence for maternity, adoption for those teachers not eligible for the Family Medical Leave Act (FMLA), or child care reasons, without salary, to any employee of the bargaining unit upon written request for such leave for up to the remainder of the school year in which the leave commences, plus the next school year. The duration of such leave is at the employee's option. In no event, however, shall the leave be taken for a period less than the balance of the semester in which the leave occurs. An extension of the leave of absence may be granted upon the recommendation of the Superintendent or designee. Whenever possible, an employee requesting such leave shall file a request in writing, at least thirty (30) days prior to the expected birth, adoption of the child, or the commencement of the child care leave.
- B. Before returning to work, the employee must be certified by their physician as ready and able to return to their full work assignment.
- C. In the event of miscarriage or death of the infant after the leave of absence has commenced, the leave of absence shall be terminated at the beginning of the next semester upon written request of the employee.
- D. In the event of a miscarriage or abortion, the school district's sick leave policy shall apply.
- E. An employee adopting a child shall be entitled, upon request, to a leave to commence at any time during the first school year after receiving custody of the child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. Whenever possible, the thirty (30) day notice period shall apply in these situations.
- F. The Board shall provide health insurance to employees electing to be covered by Board paid health insurance prior to the leave for up to twelve (12) weeks during such leave at the employee's option.

**ARTICLE XIII**  
**Professional Compensation**

**Section 1**

- A. Annual Compensation

**2024-25 School Year**

- Eliminate Steps 1-3 and  $\frac{1}{4}$ ,  $\frac{1}{2}$ , and  $\frac{3}{4}$  steps
- Smoothing of the salary schedule to create a consistent 5% increase between steps
- Teachers on Step 14 in 2023-24 will advance one full step (5% increase)

**2025-26 School Year**

- Teachers on a Step in 2024-25 will advance one full step
- Teachers on Step L will receive a 2.5% off schedule payment (payable in December 2025)
- Teachers on Step L and beginning their 15th year of service in the District will receive an off-schedule \$1,500 additional payment (payable in May 2026)

### **2026-27 School Year**

- **Step Movement** - Employees on a Step in 2025-26 will advance one full step if the net change in per pupil allowance in 2026-27 is at least \$175 or greater than the previous year.
  - **Salary Formula** - For the 2026-27 school year, should the audited Fall count be equal to or greater than the audited Fall count of the previous fiscal year (inclusive of the District's Shared Time program), the Salary Schedule will be adjusted to reflect the percentage increase to the District's state school aid foundation allowance from the previous school year, less one-half percent, but in no case will the percentage increase be higher than 2.0%. The timing of the adjustment 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. In no event shall the salary schedule be less than the 2025-26 schedule.
  - Teachers on Step L and beginning their 15th year of service in the District will receive an off schedule payment of \$1500 (payable in May 2027)
- B. In the event that the length of the student instructional school year is increased during the duration of this contract as a result of legislative action, the salary portion of this contract shall be subject to renegotiation.
- C. Should a BEA teacher with a fifty (50%) percent or more District assignment teach additional classes in a Shared Time assignment they will be given commensurate benefits as provided in Section 9 of this Article.

**Section 2** Services such as summer school, summer in-service and/or curriculum development projects, and extra-curricular or co-curricular activities shall be on an individually contracted basis between the teacher performing the service and the Board. No such contract shall exceed the duration of one (1) year. Wages paid for such teacher's services shall be set forth in Appendix B. No teacher shall have tenure of position for summer school, summer in-service, curriculum development projects, extra-curricular or co-curricular duties. Copies of the review and evaluation will be provided to the teacher. The non-renewal of an appointment to an annual assignment of extra duty for extra pay shall be for reasons that are not arbitrary and capricious and shall not be construed as discipline, reprimand, or reduction in compensation. Such non-renewal shall not occur until after a written evaluation, with a copy to the affected teacher.

**Section 3** Teachers shall not be required to work on any days not included in the school calendar, unless compensation has been agreed to by the Association and the Board in specific situations. Newly contracted employees may be required to report two (2) days the week prior to the beginning of classes for Board and Association orientation.

**Section 4** For newly contracted teachers, the Board may allow credit on the appropriate salary schedule for years of service in other school districts.

**Section 5** For newly contracted teachers, the Board will allow credit on the appropriate salary schedule up to one (1) year for time successfully spent in the Armed Forces of the United States of America.

**Section 6** Payroll Procedures

- A. Contractual salaries will be divided by the total number of work days within the established school calendar, divided by the gross salary for that school year to determine a daily rate. The employee's salary will be paid to the employee (see Paragraph "D") less withholding taxes and any other deductions selected by the employees.
- B. In the event a teacher does not work a full contractual year, the teacher will be paid an amount equal to the number of days of employment times the daily rate.
- C. All authorizations for payroll deductions will be made on the appropriate forms for any items mutually agreed to by the Board and the Association.
- D. Teachers will receive their salaries via direct deposit on a bi-weekly basis each year (typically 26 pays). Direct deposits will be made at two (2) week intervals throughout the summer. Extra service payrolls will be issued six (6) times a year, halfway through and following the fall, winter, and spring sports seasons.
- E. The effective date of advancement on the salary schedule due to the attainment of advanced degrees and/or the completion of additional credit hours shall be the date at which the degree or hours are completed.

In order to qualify for a higher level on the salary schedule, a teacher must present either official documentation verifying completion of the appropriate number of hours, or a transcript or other documentation from an accredited college or university verifying attainment of an advanced degree.

If application is made during the school year in which the hours/degree were earned, payment will be made, retroactively, if necessary, effective the date of attainment/completion. If application is not made by the teacher in a timely fashion as described above, the effective date will be the beginning of the school year in which application is received.

All courses not part of a graduate degree program related to education, must be pre-approved by the Superintendent or their designee for staff to be eligible for placement on schedule BA+30/MA or MA+30/SPEC of the salary schedule.

### **Section 7**

- A. On any day when school sessions are scheduled, but that schedule is canceled by the Superintendent or their designee due to weather or other conditions beyond control, and this official closing is announced, the following provision for teachers will prevail:
  - a. If the announcement states that schools are closed, teachers are not to report and will receive full pay. However, when one or more, but not all buildings are closed for a localized emergency condition, the Superintendent or their designee shall have the prerogative to assign staff from said building(s) to another location(s) in the District for professional purposes commencing with the second day of such occurrence. Professional purposes may include planning, in-service education, and substitute teaching within the appropriate elementary or secondary level. Substitute assignment shall be made on a daily rotation basis beginning with the low seniority teacher.
  - b. If, due to severe weather conditions, a teacher is unable to report on a day when Berkley Schools are in session, a teacher may use a leave day in lieu of pay loss.
- B. The parties recognize that Michigan law currently requires the District to schedule a minimum of one thousand ninety-eight (1,098) hours of school and 180 school days as defined by the State Aid Act, and that only "act of God" days which cause the District to hold less than one thousand ninety-eight (1,098) hours of school need to be rescheduled. (Any deviation from the 1,098 hours, refer to the State School Aid Act.) In the event that it may become necessary to schedule "make-up" days when schools are closed for reasons as described in Section 7 (A) above, and state law requires that day be rescheduled, it is agreed that:
  - a. If the District does not have to reschedule any such days as described above, the calendar as contained herein shall remain as agreed to.
  - b. If the District must, for the above reasons, reschedule student instruction days, the parties will meet to negotiate amendments to the calendar as contained herein to provide sufficient student days to comply with state law.
  - c. The end of the year calendar will be finalized and copies distributed to students and school employees no later than May 1, if amended.
  - d. In the event the State Aid Act is amended, and such amendment repeals, or modifies in any way the District's obligations with respect to this subject, the parties agree to meet to renegotiate school calendar and provisions of Article XIII, Section 7.

**Section 8** Teachers required to drive personal automobiles in the course of employment, or otherwise using personal automobiles in authorized service to the District, shall be reimbursed for approved mileage at a uniform mileage rate established by the Board; but in no event less than the I.R.S. rate per mile driven.

**Section 9** Insurance Benefits

The District shall pay the annual Hard Cap amounts towards the total cost of the MESSA medical premium and Health Equity (HEQ) Health Savings Account (HSA) funding for each plan year. Beginning January 1, 2019, the annual District paid amounts shall adjust to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. However, beginning July 1, 2018, the 2018 Hard Cap increase will take effect.

Teachers will have the option to select medical/prescription coverage from one of the following options:

- MESSA CHOICES - \$1,000/\$2,000 in network deductible/5 Tier Rx
- MESSA CHOICES/10% CI - \$2,000/\$4,000 in network deductible/5 Tier
- MESSA ABC 2 Plan (HEQ/HSA) - \$2,000/\$4,000/5 Tier or ABC Saver Rx
- MESSA Essentials - \$375/\$750/EbM Rx

\*In the event there are changes in the minimum deductible for ABC Plan 2, then it shall be increased consistent with state and federal law.

At the teacher's option, the District will pre-fund \$1,000/\$2,000 of the deductible annually to each member's HEQ HSA. One-half of the amount shall be paid on the first payroll in January and the other half on the first payroll in July each year. The District shall pay the remainder of the Hard Cap cost towards the MESSA annual medical premium up to the amounts specified above for single, self/spouse, self/child and family. Teachers may contribute additional money towards their HEQ HSA up to the maximum amount allowed by Federal law.

The remaining annual cost for the teacher's elected medical plan premiums and the pre-funded balance that exceeds the Hard Cap amounts, if applicable, shall be paid by the teacher and will be payroll deducted in equal bi-weekly amounts through a qualified Section 125 Plan.

The following ancillary benefits shall be provided to each teacher, at no premium cost to the member:

- A. Dental – A.D.N., self-funded with the following coverage:
  - Class I – 100%
  - Class II – 80%
  - Class III – 80%
  - Class IV – 60%
  - Annual maximum – \$1,200
  - Ortho maximum – \$1,500

2 cleanings/yr.

Class I – Preventative Services (100%) include:

Routine Oral Examinations	Twice per plan year
Prophylaxis (Cleaning)	Twice per plan year (includes Periodontal Maintenance)
Topical Application of Fluoride	Twice per plan year to age 19
Bitewing X-Rays	Once per plan year
Full Mouth Series/Panoramic X-Rays	Once per 60 months
All Other X-Rays	
Space Maintainers	Once per area per lifetime, up to age 14

- B. Reliance Term Life Insurance in the amount of fifty thousand dollars (\$50,000.00) (inclusive of any life insurance associated with the Health Insurance coverage described above) is for the employee only. Such insurance protection shall be paid to the teacher's designated beneficiary. 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.
- C. Vision – National Vision Administration (NVA) including internal and external coordination of benefits.
- D. Cash In Lieu – A teacher who elects to opt out of medical benefits will receive a Cash In Lieu stipend per the following schedule:
  - \$500/month if 50 or more members
  - \$300/month if 40-49 members
  - \$200/month if 30-39 members
- E. The Board shall provide, without cost to the teachers, Reliance Long-Term Disability Insurance for each teacher. 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 their personal leave bank and common bank days 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.

A description of the specific coverage for the ancillary benefits listed above can be found in Appendix H.

**Section 10** All less than full-time positions are assigned at the discretion of the administration. Teachers employed less than full time shall receive compensation and fringe benefits on a prorated basis in relation to the full-time schedule. Such teachers shall be entitled to apply for full-time employment in the event of available openings. This provision does not apply to short term and long-term substitute teachers.

**Section 11** All certified teachers covered by this Agreement who are employed in a teaching capacity in the summer school program will be reimbursed at the

contracted rate for hours spent on duty in the event such class is canceled due to insufficient student enrollment.

**Section 12** Teachers on leave of absence or laid-off may continue under group health coverage for eighteen (18) months. During such time the teacher shall be responsible for submitting premium payments directly to the Board.

**Section 13** The completion of a full contract year shall entitle a teacher to twelve (12) months of insurance coverage. For the purpose of this Section, twelve (12) months shall be defined as the period between July 1<sup>st</sup> and June 30<sup>th</sup> of a given school/fiscal year. However, should a teacher retire as of the last day of school, insurance benefits shall continue and be paid by the District through August 31<sup>st</sup> of the year in which the teacher retires.

**Section 14** A teacher will be paid a one-time payment of \$1,250 upon successful completion of the National Board Certification program. The District will provide assistance with technology and release time to said teacher. Any current BEA member who has already attained National Board Certification shall also receive \$1,250.

**Section 15** The District will pay the initial Professional Teaching Certification fee for all teachers who attain the required credits.

**Section 16** A five percent (5%) discount will be given to any BEA member using District pre-school and/or latchkey child care services.

**Section 17** Teachers who are involuntarily moved to different buildings shall be compensated up to sixteen (16) hours at the non-instructional rate.

## **ARTICLE XIV** **Professional Grievance Negotiation Procedures**

### **Section 1** Definitions

- A. A "grievance" is a claim of violation of this contract or a dispute as to the interpretation or application of this contract or Board policy regarding evaluations, layoff, recall, transfers and vacancies.
- B. The "aggrieved person" is the person, or persons, making the claim.
- C. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
- D. A "party of interest" is a teacher, or school board member, who might be required to take action, or against whom action might be taken, in order to resolve the problem.
- E. The term "days" shall mean calendar days, excluding vacation periods which fall within the limits of the school year as defined by the school calendar.

**Section 2** Purpose

The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievance arising under this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration, or proceeding independently as described in Section 5 of this Article up to but not including Level 4.

**Section 3** Structure

- A. The Association will notify the Administration of the identity of the Association representative.
- B. The Association shall have a professional grievance committee and the Administration shall be notified of the identity of the same.
- C. The Board shall designate its representatives when the grievance involves more than one school building and the Association shall be notified of the identity of the same.

**Section 4** Any teacher who has a complaint may discuss it with their immediate supervisor, either individually or with their Association representative.

All grievances shall be processed in the following manner:

**Level One** - Any teacher having a grievance shall, within fifteen (15) calendar days from the occurrence of the event, serve and discuss the written grievance with their building administrator, either individually or together with their Association Representative. The building administrator shall attempt to resolve and render the disposition in writing within ten (10) calendar days after the date of presentation.

**Level Two** - In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if the grievance has not been resolved within ten (10) calendar days after the date of the presentation of the written grievance at Level One, the aggrieved person may submit their grievance to the Superintendent of Schools or their designee within twenty-eight (28) calendar days from the date of the event upon which the grievance is based. A copy of said grievance shall be served upon the aggrieved party's building administrator at the same time the grievance is submitted to the Superintendent or their designee. Within fifteen (15) calendar days from the receipt of the grievance, the Superintendent or their designee shall meet with the parties and render a written decision.

**Level Three** - In the event the aggrieved person is not satisfied with the disposition of their grievance at Level Two or if no decision has been rendered within fifteen (15) calendar days from the date of receipt of the grievance by the Superintendent or their designee, they may, within forty-three (43) calendar days

from the event upon which the grievance is based, refer the grievance to the Board of Education's Review Committee. This Committee shall be composed solely of members of the Board of Education or its designated representatives; provided, however, that at least one member of the Board of Education shall be a member of said Committee. Within ten (10) calendar days from receipt of the written referral by the Board, its Review Committee shall meet with the Association Representative for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered within ten (10) calendar days. Level Three may be waived by mutual agreement of the parties to move directly to Level Four.

**Level Four** - In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) calendar day period, the grievance will be submitted to binding arbitration, provided that the party desiring such binding arbitration shall serve written notice of the request for submission to arbitration upon the other party within five (5) calendar days following the date of the disposition of the grievance under Level Three. Following the written notice of the request for submission to arbitration, the Association and a Committee of the Board or its designee shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) calendar days after the date of the request for submission to arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association.

The Arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the Arbitration shall be paid by the party calling such witness or requesting such participant.

The Arbitrator shall render their opinion only with respect to the particular grievance submitted to him/her and such opinion shall be binding upon the Board and the Association.

It shall be the function of the Arbitrator, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violations of this Agreement.

- A. They shall have no power to change the legal substance of this Agreement.
- B. They shall have no power to establish salary scales.
- C. They shall have no power to rule on any claim or complaint subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended). For example:
  - a. The termination of services of failure to reemploy any teacher to a position on the extra-curricular schedule.
- D. The Board shall indemnify and save harmless the Association from any and all claims, demands, suits and other forms of liability by reason of any action resulting from Part C 1 of this Article.

**Section 5** In the event of a grievance filed alleging a violation of this contract by central office administration, the grievance shall be filed at Level II.

**Section 6** Rights of Representation

- A. The discharge of tenured teachers is not subject to the grievance procedure but will be subject to the appeal procedures as provided in the Michigan Teacher Tenure Act.
- B. In the case of the discharge of a probationary teacher, such discharge shall be subject only through the Board level of the grievance procedure and shall not be subject to arbitration.
- C. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person; provided, however, that any teacher may in no event be represented by an office, agent or other representative of any organization other than the Association or its affiliates. Provided further, when a teacher is not represented by the Association, the Association may, by administrative action, be present and state its views at all stages of the grievance proceeding.

**Section 7** Miscellaneous

- A. Forms for filing and processing grievances, which shall be reproduced by the Association, shall be available from the Association Representative in each building.
- B. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual consent in writing.
- C. If the grievance is filed on or after May 1st, the time limits shall be reduced by mutual consent in order to effect a solution prior to the end of the school year or as soon thereafter as is possible.
- D. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Representative, the grievance affects a group of teachers, the Association may process the grievance with the permission of the aggrieved at the appropriate level.
- E. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- F. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted at any step of the grievance procedure, up to but not including level 4 (binding arbitration) without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such presentation and adjustment.
- G. Decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest.

**ARTICLE XV**  
**Civil Rights**

**Section 1** The Association agrees to continue to admit persons to membership without discrimination on the basis of race, religion, color, national origin, age, sex, marital or family status, sexual orientation or transgendered identity, disability, height, weight, military status, ancestry, genetic information or any other legally protected category (collectively, "Protected Classes"), and to represent all teachers without regard to membership, participation in, or association with the activities of any teacher organization.

**Section 2** The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, religion, color, national origin, age, sex, marital or family status, sexual orientation or transgendered identity, disability, height, weight, military status, ancestry, genetic information or any other legally protected category (collectively, "Protected Classes"), in the hiring, placement and assignment of teaching personnel.

**ARTICLE XVI**  
**Miscellaneous Provisions**

**Section 1** This Agreement shall be posted electronically on the District's Transparency Reporting webpage.

**Section 2** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

**Section 3** Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.

**Section 4** This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

**Section 5** If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to state or federal law, such provision or 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.

**Section 6** An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

This clause is included in this Agreement because it is legally required by state law. The parties did not agree to this provision. By signing this Agreement, the union does not agree or acknowledge that this provision is binding either on the Association or on the employer. The Association reserves all rights to assert that this clause is unenforceable.

## **ARTICLE XVII** **Severance**

Upon the voluntary termination by a teacher with a minimum of fifteen (15) continuous years of service, or upon the retirement of a teacher with a minimum of ten (10) continuous years or fifteen (15) cumulative years in the school district and eligible under the provisions of the Michigan Retirement Act, said teacher shall receive a severance payment equal to one percent (1%) of the minimum base salary schedule for teachers, times the number of years of service in the Berkley School District. Said pay shall be provided to the teacher via a 403b account.

In addition, the District shall reimburse each teacher \$15.00 per day for every sick day in their personal leave bank upon retirement, if the teacher gives notice of retirement at least 120 calendar days prior to retirement. Said pay shall be provided to the teacher via a 403b account.

See Appendix E3 for Board Policy 3140 Termination and Resignation.

**ARTICLE XVIII**  
**Duration**

This Agreement shall be effective as of August 30, 2024 and shall continue in effect until August 30, 2027.

**BERKLEY EDUCATION ASSOCIATION**

By: \_\_\_\_\_  
Steven Lyskawa, President, BEA

By: \_\_\_\_\_  
Grat B. Dalton, Executive Director, MEA 7-B

**BERKLEY BOARD OF EDUCATION**

By: \_\_\_\_\_  
Sarah Mountain, Secretary, Board of Education

By: \_\_\_\_\_  
Christopher Sandoval, Deputy Superintendent of Schools  
and Human Resources

By: \_\_\_\_\_  
Jenna Romain, Director of Finance

**APPENDIX A**

**TEACHER SALARY SCHEDULE**

	<b>BA</b>	<b>BA+30/ MA</b>	<b>MA+30/ SPEC</b>
A	46,519	52,829	55,365
B	48,845	55,471	58,133
C	51,287	58,244	61,040
D	53,851	61,156	64,092
E	56,544	64,214	67,297
F	59,371	67,425	70,662
G	62,339	70,796	74,195
H	65,456	74,336	77,904
I	68,729	78,053	81,800
J	72,166	81,955	85,890
K	75,774	86,053	90,184
L	79,563	90,356	94,693

**APPENDIX B**

**I. TEACHER LEADER**

The persons who serve in Teacher Leader positions enumerated in II below will work an additional hour per day and shall receive additional remuneration according to the schedule below. Days worked beyond the regular school year, with administrative approval will be at their prorated salary. Serving as a Teacher Leader is a one (1) school year position. Teacher Leaders may apply annually via an application process through the Human Resources Department. Teacher Leaders positions may be co-led by 1 or 2 teachers each receiving 50% of the supplementary remuneration outlined below.

<b>Thinc Leader Positions</b>	<b>% of MA Base</b>
Art Department Chair	7.5%
Music Department Chair	7.5%
High School Department Chair (Math, Science, English & Social Studies)	7.5%
World Language Department Chair	5%
Physical Education Department Chair	5%
Special Education Department Chair (Elementary, Secondary, ASD)	5%
Transition Coordinator	5%
One (1) MS Department Chair 6-8 (for both buildings) (Math, Science, English & Social Studies)	7.5%
TK-5 Grade Level Leaders	7.5%
Counselor Department Chair	5%
Media Specialist Department Chair	5%
Learning Specialist Department Chair	5%
EL Department Chair	5%

**II. OTHER ACTIVITIES**

Summer School	\$25.68
Non-Instructional Rate	\$24.09
Instructional Rate	\$37.44

**III. CLUB SPONSORS**

Teachers that sponsor clubs may request compensation by submitting to their principal on a weekly basis, a log of their activities. The rate will be no less than Michigan's minimum wage (\$15.00).

#### IV. SCHEDULE B AND MISC ACTIVITIES

The following percentages are based on \$30,000 for each year based upon the individual's experience in that activity.

ACTIVITY	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HS STUDENT LEADERSHIP	12%	3,600	3,708	3,819	3,934	4,052
MS STUDENT COUNCIL	8%	2,400	2,472	2,546	2,622	2,701
EL STUDENT COUNCIL	4%	1,200	1,236	1,273	1,311	1,350
YEARBOOK W/CLASS	9%	2,700	2,781	2,864	2,950	3,039
YEARBOOK W/O CLASS (MS)	8%	2,400	2,472	2,546	2,622	2,701
YEARBOOK W/O CLASS (EL)	5%	1,500	1,545	1,591	1,639	1,688
HS NEWSPAPER W/CLASS	8%	2,400	2,472	2,546	2,622	2,701
MS NEWSPAPER W/CLASS	5%	1,500	1,545	1,591	1,639	1,688
SENIOR SPONSOR	10%	3,000	3,090	3,183	3,278	3,376
DEBATE	10%	3,000	3,090	3,183	3,278	3,376
DECA	10%	3,000	3,090	3,183	3,278	3,376
FORENSICS	5%	1,500	1,545	1,591	1,639	1,688
SAFETY PATROL	4%	1,200	1,236	1,273	1,311	1,350
HS INSTRUMENTAL/VOCAL *	14%	4,200	4,326	4,456	4,590	4,728
MS/EL INSTRUMENTAL/VOCAL *	5%	1,500	1,545	1,591	1,639	1,688
NATIONAL HONOR SOCIETY (EL,MS,HS)	5%	1,500	1,545	1,591	1,639	1,688
HS ROBOTICS	10%	3,000	3,090	3,183	3,278	3,376
MS ROBOTICS	5%	1,500	1,545	1,591	1,639	1,688
E-SPORTS	8%	2,400	2,472	2,546	2,622	2,701
BHS Peer Mentorship	10%	3,000				
Diversity Council	5%	1,500				
5th Grade Camp	N/A	\$450				
Art	N/A	\$100 per event/maximum of 3 district events				
Orchestra/Band Camp	N/A	\$1,000/week				

\*If there is more than 1 teacher assigned to a grade level (e.g. 7<sup>th</sup> and 8<sup>th</sup> grade) both teachers will receive the full stipend.

## **APPENDIX C**

### **SABBATICAL LEAVE POLICY**

#### **Authorization**

Upon recommendation of the Superintendent of Schools, the Board of Education may grant a sabbatical leave of absence to teachers who have been employed by the School District of the City of Berkley for a period of seven consecutive years. Said leave may not exceed a period of one year and is subject to state code #340.752.

#### **Purpose**

The Sabbatical Leave Policy is designed to provide an opportunity for selected staff members to develop their professional competence and personal growth which consequently would serve to enhance the general welfare of the public school.

#### **Conditions**

1. The teacher will be considered to be an employee of the Board of Education during sabbatical leave.
2. The teacher will be paid one-half of the annual salary they would have received had they remained in the school district and will be paid on the regular pay periods during sabbatical leave.
3. Withholding from the teacher's salary for social security, MESSA options and income tax will be made by the school district during the period of sabbatical leave.
4. The teacher on sabbatical leave shall accumulate five sick leave days for one semester sabbaticals and ten sick leave days for two consecutive semester sabbaticals.
5. Teachers on sabbatical leave will be granted credit toward retirement for the period of time on sabbatical, consistent with the rules and regulations established by the boards of control of public school employees' retirement funds.
6. The teacher shall be entitled to the salary increment they would have received had they been teaching in the District during the period of the sabbatical.
7. The teacher, upon return from sabbatical leave, shall be restored to his or her position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to law.
8. A maximum of two percent (2%) of the bargaining unit as identified in the contract will be eligible to take sabbatical leave during any given period of time.
9. Minimum term for sabbatical leave shall be no less than one (1) full semester and the maximum term shall be no more than two (2) full semesters (consecutive).
10. While on sabbatical leave, it shall be the responsibility of the teacher to

- submit such reports as may be deemed necessary by officials of the school district.
11. The Board of Education at any time it deems proper and with sufficient cause, and in accord with the state tenure act and any statutes or Board policies pertinent thereto, can suspend further compensation to the employee on sabbatical leave.
  12. The teacher must serve the Berkley School District for a minimum period of two years immediately after return from sabbatical leave or compensate the District in an amount equivalent to that received in wages, insurance premiums, retirement and social security for the period of time the teacher was on sabbatical. Such reimbursement must be made within one (1) year after termination of the sabbatical and may be waived or postponed only with the approval of the Board of Education.
  13. Within thirty (30) days after resuming their position as a teacher in the District, the teacher must submit a report to the Board of Education and the Superintendent including such information as:
    - a. Institution attended
    - b. Course pursued
    - c. Travel itinerary
    - d. Official transcript of credits
    - e. Experience gained
    - f. Appraisal of professional value of experiences and study to teacher and school district
    - g. Statement of manner in which knowledge and experience gained may be applied in classroom setting
  14. Teachers on sabbatical are prohibited from holding full time employment (unless it is part of the approved program) without the approval of the Board of Education. In no event shall a person on sabbatical gain more than full salary.

### **Application and Selection Procedures**

1. Application forms for sabbatical leave may be obtained at the Administrative Offices.
2. Completed applications or requests for sabbatical leave must be made by March 1 of the school year prior to the school year for which sabbatical leave is requested, and are to be filed at the Administrative Offices.
3. As of April 1, if final notification on the request has not been made, a biweekly status report will be made to each teacher applicant. Final notification must be made in writing, by the last day of school.
4. Proposals for sabbatical leave must give promise of genuine professional improvement and might include:
  - a. Formal study at an approved institution
  - b. Travel related to professional growth
  - c. Project of research with sanction of an approved institution
  - d. Writing pertinent to their teaching position
  - e. Work related to professional development in their field of

specialization

5. Screening for sabbatical leave candidates shall be conducted by the Administration and may include a personal interview as well as an evaluation of stated requirements and credentials.
6. Leave will be recommended for candidates considered by the Administration to be the best qualified with due regard given professional background and length of service to the District. Level or position shall not be a determining or restrictive factor in the selection of sabbatical candidates.
7. Recommendations for sabbatical leave shall be made by the Administration to the Board of Education.
8. Approval of any request for sabbatical leave may be contingent upon procurement of a satisfactory replacement.
9. Changes in an approved program must have the approval of the Superintendent of Schools and the Board of Education.

A sabbatical leave may be discontinued upon mutual agreement of the Board of Education and the teacher on sabbatical leave.

**APPENDIX D**

**DAILY SCHEDULE**

**Elementary Schools:**

**8:00 – 8:05 Arrival**

**8:05 – 3:15 Instruction**

**Elementary Half Day Schedule:**

**8:00 – 11:20 AM**

**NIS PYP:**

**8:05 – 8:15 Arrival**

**8:15 – 3:15 Instruction**

**NIS PYP Half Day Schedule:**

**8:15 – 11:30 AM**

**NIS MYP:**

**8:05 – 8:15 Arrival**

**8:15 – 3:15 Instruction**

**NIS MYP Half Day Schedule:**

**8:15 – 11:30 AM**

**Anderson MS:**

**8:05 – 8:15 Arrival**

**8:15 – 3:15 Instruction**

**AMS Half Day Schedule:**

**8:15 – 11:30 AM**

**High School:**

**8:15 – 8:20 Arrival**

**8:20 – 3:30 Instruction**

**BHS Half Day Schedule:**

**8:20 – 11:35 AM**

## **APPENDIX E1**

### **THE REVISED SCHOOL CODE (EXCERPT)** **Act 451 of 1976**

**380.1309 Conduct constituting suspension; action by teacher; report; 380.1309 Conduct constituting suspension; action by teacher; report; supervision; conference; return by student; adoption of local policy by school board; definitions.**

Sec. 1309.

(1) If a teacher in a public school has good reason to believe that a pupil's conduct in a class, subject, or activity constitutes conduct for which the pupil may be suspended from a class, subject, or activity according to the local policy required under subsection (2), the teacher may cause the pupil to be suspended from the class, subject, or activity for up to 1 full school day. The teacher shall immediately report the suspension and the reason for the suspension to the school principal and send the pupil to the school principal or the school principal's designee for appropriate action. If that action requires the continued presence of the pupil at school, the pupil shall be under appropriate supervision. As soon as possible after a suspension under this section, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor, school psychologist, or school social worker shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. During a suspension under this section, the pupil shall not be returned that school day to the class, subject, or activity from which he or she was suspended without the concurrence of the teacher of the class, subject, or activity and the school principal.

(2) A school board shall adopt a local policy specifying the types of conduct for which a pupil may be suspended from a class, subject, or activity by a teacher under this section. This policy shall be included in the school board's code of student conduct.

(3) As used in this section:

(a) "School board" means that term as defined in section 1311a.

(b) "School principal" means the chief administrator of a school.

History: Add. 1999, Act 103, Imd. Eff. July 6, 1999  
Popular Name: Act 451

## **APPENDIX E2**

### **BOARD POLICY 5610\*: EMERGENCY REMOVAL, SUSPENSION, AND EXPULSION OF NONDISABLED STUDENTS**

The Board of Education is continually concerned about the safety and welfare of District students and staff and, therefore, will not tolerate behavior that creates an unsafe environment, a threat to safety or undue disruption of the educational environment.

#### **Factors to be Considered Before Suspending or Expelling a Student**

The Board of Education also recognizes that exclusion from the educational program of the schools is a severe sanction that should only be imposed after careful and appropriate consideration.

Except as otherwise noted below with respect to possession of a firearm in a weapon-free school zone, if suspension or expulsion of a student is considered, the Superintendent or designee shall consider the following factors prior to making a determination of whether to suspend or expel:

- A. the student's age
- B. the student's disciplinary history
- C. whether the student has a disability
- D. the seriousness of the violation or behavior
- E. whether the violation or behavior committed by the student threatened the safety of any student or staff member
- F. whether restorative practices will be used to address the violation or behavior
- G. whether a lesser intervention would properly address the violation or behavior

The Superintendent or designee will exercise discretion over whether or not to suspend or expel a student. In exercising that discretion for a suspension of more than ten (10) days or expulsion, there is a rebuttable presumption that a suspension or expulsion is not justified unless the Superintendent or designee can demonstrate that it considered each of the factors listed above. For a suspension of ten (10) days or fewer, there is no rebuttable presumption, but the Superintendent or designee will still consider these factors in making the determination.

#### **Restorative Practices**

The Superintendent or designee shall consider using restorative practices as an alternative to or in addition to suspension or expulsion. If the District determines that it will utilize restorative practices in addition to or as an alternative to suspension or expulsion of a student, it will engage in restorative practices which emphasize repairing the harm to the victim and school community caused by the student's misconduct.

Restorative practices should be the first consideration to remediate offenses such as interpersonal conflicts, bullying, verbal and physical conflicts, theft, damage to property, class disruption and harassment and cyberbullying.

If the Superintendent or designee decides to utilize restorative practices as an alternative to or in addition to suspension or expulsion, the restorative practices may include victim-offender conferences that:

- A. are initiated by the victim;
- B. are approved by the victim's parent or legal guardian or, if the victim is at least fifteen (15), by the victim;
- C. are attended voluntarily by the victim, a victim advocate, the offender, members of the school community, and supporters of the victim and the offender (the "restorative practices team");
- D. would provide an opportunity for the offender to accept responsibility for the harm caused to those affected, and to participate in setting consequences to repair the harm, such as requiring the student to apologize; participate in community service, restoration of emotional or material losses, or counseling; pay restitution; or any combination of these.

The selected consequences and time limits for their completion will be incorporated into an agreement to be signed by all participants.

### **Due Process**

The Board recognizes exclusion from the educational programs of the District, whether by suspension or expulsion, is the most severe sanction that can be imposed on a student and is one that cannot be imposed without appropriate due process, since exclusion deprives a child of the right to an education. The Board also recognizes that it may be necessary for a teacher to remove a student from class for conduct disruptive to the learning environment, and that such removals are not subject to a prior hearing, provided the removal is for a period of less than twenty-four (24) hours. However, if an emergency removal may result in a suspension, then due process must be ensured.

In all cases resulting in short-term suspension, long-term suspension or expulsion, appropriate due process rights described in Policy 5611 and AG 5610 must be observed. The Superintendent or designee shall check to make sure the student is not classified as disabled under Section 504. Students with disabilities under IDEA or Section 504 shall be expelled only in accordance with their rights under Federal law.

For purposes of this policy, suspension shall be either short-term (not more than ten (10) days) or long-term (for more than ten (10) days but less than permanent expulsion) removal of a student from a regular District program. The Superintendent may suspend a student for a period not to exceed 10 school days.

For purposes of this policy, unless otherwise defined in Federal and/or State law, expulsion is defined as the permanent exclusion of a student from the District. Students who are expelled may petition for reinstatement as provided below.

### **Emergency Removal or Short-Term Suspension**

A student may be removed from a class, subject, or activity for one (1) day by his/her teacher for certain conduct as specified in the Code of Conduct, or he/she may be given a short-term suspension by the Superintendent. A student so removed may be allowed

to attend other classes taught by other teachers during the term of the one (1) day removal. A student removed from the same class for ten (10) days will be entitled to the process for short-term suspensions outlined in AG 5610. A student removed from the same class for more than ten (10) days will be entitled to the process for long-term suspensions outlined in AG 5610. The Board designates the Superintendent as its representative at any hearings regarding the appeal of a suspension.

### **Long-Term Suspension or Expulsion**

Due process set out in Policy 5611 and AG 5610 shall be followed in all circumstances in which a student may be expelled or suspended for a period of more than ten (10) days.

The Superintendent or designee may suspend a student for a period longer than ten (10) days or expel a student. The Board shall act on any appeal to the decision.

In all cases resulting in short-term suspension, long-term suspension, or expulsion, appropriate due process rights must be observed. In determining whether a student is to be suspended or expelled, District Administrators shall use a preponderance of evidence standard.

The Superintendent shall develop procedures to implement this policy that shall include the following:

- A. strategies for providing special assistance to students in danger of being expelled and not achieving the academic outcomes of the District's core curriculum;
- B. standards of behavior for all students in accordance with District Board policy on student discipline;
- C. procedures that ensure due process; and
- D. provision for make-up work at home, when appropriate.

When making a determination whether or not a student will be expelled or permanently excluded under this policy, the Superintendent or designee shall retain all documents, electronically stored information ("ESI"), and electronic media created and/or received as part of an investigation.

The documents, ESI, and electronic media shall be retained for not less than three years and may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.

### **Persistent Disobedience or Gross Misconduct/CSC Against Another District Student**

Any student may be removed from the classroom, and/or, after consideration of the factors identified above, suspended or expelled for persistent disobedience or gross misconduct or if the student commits criminal sexual conduct against another student enrolled in the District regardless of the location of the conduct. A student may not be expelled or excluded from the regular school program based on pregnancy status.

In recognition of the negative impact on a student's education, the Board encourages the District's administrators to view suspensions, particularly those over ten (10) days, and permanent expulsions as discipline of last resort, except where these disciplines are required by law. Alternatives to avoid or to improve undesirable behaviors should be explored when possible prior to implementing or requesting a suspension or expulsion.

### **Physical and Verbal Assault**

Unless a different determination is made after consideration of the factors identified above, the District shall permanently expel a student in grade six or above if that student commits physical assault at school against a staff member, a volunteer, or a contractor.

Unless a different determination is made after consideration of the factors identified above, the District shall suspend or expel a student in grade six or above for up to one hundred eighty (180) school days if the student commits physical assault at school against another student.

Physical assault is defined as "intentionally causing or attempting to cause physical harm to another through force or violence."

Unless a different determination is made after consideration of the factors identified above, the District shall suspend or expel a student in grade six or above and may discipline, suspend or expel a student in grade five (5) and below for a period of time as determined at the Board's discretion if the student commits verbal assault at school against a District employee, volunteer, or contractor or makes a bomb threat or similar threat directed at school building, property, or at a school-related activity.

Verbal assault is a communicated intent to inflict physical or other harm on another person, with a present intent and ability to act on the threat.

"At school" means in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether or not it is held on school premises.

### **Weapons, Arson, Criminal Sexual Conduct**

In compliance with State and Federal law, and unless a different determination is made after consideration of the factors identified above, the District shall expel any student who possesses a dangerous weapon, other than a firearm, in the District's weapon-free school zone (except as noted below), commits either arson or criminal sexual conduct in a school building or on school property, including school buses and other District transportation, or pleads to, is convicted of or is adjudicated of criminal sexual conduct against another student enrolled in the District.

In compliance with State and Federal law, the District shall expel any student who possesses a firearm in the District's weapon-free school zone in violation of State law, unless the student can establish the mitigating factors relating to possession of a dangerous weapon set out below, by clear and convincing evidence.

For purposes of this policy, a “dangerous weapon” is defined by law as a firearm, dagger, dirk, stiletto, knife with a blade over three (3) inches in length, pocket knife opened by a mechanical device, iron bar, or brass knuckles. This definition also includes other devices designed to (or likely to) inflict bodily harm, including, but not limited to, air guns and explosive devices. The term “firearm” is defined as any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of the explosive, the frame, or the bearer of any such weapon, as well as a firearm muffler, firearm silencer, or any such destructive device.

The District need not expel a student for possession of a dangerous weapon, including a firearm, if the student can establish in a clear and convincing manner the following mitigating factor(s) to the satisfaction of the Board the:

- A. object or instrument was not possessed for use as a weapon, or for direct (or indirect) delivery to another person for use as a weapon; or
- B. weapon was not knowingly possessed; or
- C. student did not know (or have reason to know) that the object or instrument in his/her possession constituted a dangerous weapon; or
- D. weapon was possessed at the suggestion, request, direction of, or with the express permission of the Superintendent or the police.

There is a rebuttable presumption that expulsion for possessing the weapon is not justified if the Superintendent or designee determines in writing that the student has established that he or she fits under one of the exceptions above by clear and convincing evidence, and that the student has no previous history of suspension or expulsion.

For expulsions for dangerous weapons, arson, criminal sexual conduct or assault upon an employee, volunteer or contractor, the Superintendent shall provide that the expulsion is duly noted in the student's record, the student is referred to the Department of Human Services or Department of Community Health within three (3) school days after the expulsion, and the parents are informed of the referral. Furthermore, if a student who is expelled is below the age of sixteen (16), the Superintendent shall ensure notification of the expulsion is given to the Juvenile Division of the Probate Court. In compliance with Federal law, the Superintendent shall also refer any student (regardless of age) expelled for possession of a dangerous weapon to the criminal justice or juvenile delinquency system serving the District. In addition, the Superintendent shall send a copy of this policy to the State Department of Education and shall include a description of the circumstances surrounding the expulsion of the student for possessing a firearm or weapon in the District's weapon-free school zone, together with the name of the District, the number of students so expelled, and the types of firearms or weapons brought into the weapon-free school zone.

A student expelled under this policy for dangerous weapons, arson, criminal sexual conduct or assault upon an employee, volunteer or contractor may apply for reinstatement in accordance with the following guidelines:

- A. If the student is in grade five (5) or below at the time of the expulsion and was expelled for possessing a firearm or threatening another person with a

dangerous weapon, the parents, legal guardian, adult student, or emancipated minor may submit a request for reinstatement after sixty (60) school days from the date of expulsion, but the student may not be reinstated before ninety (90) school days from the expulsion date.

- B. If the student is in grade five (5) or below at the time of the expulsion and was expelled for a reason other than possessing a firearm or threatening another person with a dangerous weapon, the parents, legal guardian, or emancipated minor may submit a request for reinstatement at any time, but the student may not be reinstated before ten (10) school days from the expulsion date.
- C. If the student is in grade six (6) or above at the time of the expulsion, the parents, legal guardian, adult student, or emancipated minor may submit a request for reinstatement after 150 school days from the date of the expulsion, but the student may not be reinstated before 180 school days from the expulsion date.
- D. The parent, adult student, or emancipated minor shall submit the request for reinstatement to the Superintendent or designee.
- E. Within ten (10) school days after receiving the petition, the Board shall appoint a committee consisting of two (2) Board members, a school administrator, a teacher, and a school-parent representative. During this time period, the Superintendent or designee shall prepare and submit for consideration by the committee information concerning the circumstances of the expulsion and any factors mitigating for or against reinstatement.
- F. Within ten (10) school days after being appointed, the committee shall review all pertinent information and submit its recommendation to the Board. The recommendation may be for unconditional reinstatement, conditional reinstatement, or non-reinstatement, based on the committee's consideration of the following the:
  - 1. extent to which reinstatement would create a risk of harm to students or school staff;
  - 2. extent to which reinstatement would create a risk of school or individual liability for the Board or school staff;
  - 3. age and maturity of the student;
  - 4. student's school record before the expulsion incident;
  - 5. student's attitude concerning the expulsion incident;
  - 6. student's behavior since the expulsion and the prospects for remediation;
- G. The degree of cooperation and support the parent has provided and will provide if the student is reinstated (if the request was filed by a parent), including, but not limited to the parent's receptiveness toward any conditions placed on the reinstatement. Such conditions, for example, might include a written agreement by the student and/or a parent who filed the reinstatement request to accomplish the following:
  - 1. abide by a behavior contract involving the student, his/her parents, and an outside agency;
  - 2. participate in an anger management program or other counseling activities;
  - 3. cooperate in processing and discussing periodic progress reviews;
  - 4. meet other conditions deemed appropriate by the committee;

5. accept the consequences for not fulfilling the agreed upon conditions.

The Board shall make its decision no later than the next regular Board meeting following the committee's submission of its recommendations. The Board's decision shall be final and is not subject to appeal.

In the event a student who has been permanently expelled from another school requests admission to this District, in making its decision, the Board shall follow the same procedure it has established in paragraphs A-F, above, for the reinstatement of a student.

The Superintendent or designee shall ensure Board policies and procedures regarding a student's rights to due process are followed when dealing with a possible suspension or expulsion under this policy.

### **In-School Discipline**

The purpose of this policy is to provide an alternative to out of school suspension. The availability of in-school discipline options is dependent upon the financial ability of the District to support such a program.

In-school discipline will only be offered at the discretion of the Superintendent or designee for offenses found in the Student Code of Conduct.

### **Due Process Rights**

The Board recognizes the importance of safeguarding a student's constitutional rights, particularly when subject to the District's disciplinary procedures.

To better ensure appropriate due-process is provided a student, the Board establishes the following:

#### **A. Students Subject to Short-Term Suspension**

Except when emergency removal is warranted, a student must be given at least oral notice of the charges against him/her and the opportunity to respond prior to the implementation of a suspension. When emergency removal has been implemented, notice and opportunity to respond shall occur as soon as reasonably possible. The Superintendent or other designated administrator shall provide the opportunity to be heard and shall be responsible for making the suspension decision. An appeal may be addressed to the Superintendent whose decision will be final.

#### **B. Students Subject to Long-Term Suspension and Expulsion**

A student and his/her parent or guardian must be given written notice of the intention to suspend or expel and the reasons therefore, and must also be given an opportunity to appear before the Board with a representative to answer the charges. The student and/or his/her guardian must also be provided a brief description of the student's rights and the hearing procedure, a list of the witnesses who will provide testimony to the Board, and a summary of the facts to which the witnesses will testify. At the student/parent's request, the hearing shall be held in closed session, but the Board must act publicly. The Board shall act by providing a written decision on any appeal of an expulsion, a request for

reinstatement, or a request for admission after permanent expulsion from another school.

The Superintendent or designee shall develop procedures to ensure all members of the staff use the above guidelines when dealing with students. In addition, this statement of due process rights shall be placed in all student handbooks, in a manner that facilitates understanding by students and their parents.

### **Corporal Punishment**

While recognizing that students may require disciplinary action in various forms, the Board does not condone the use of unreasonable force and fear as an appropriate procedure in student discipline.

Staff shall not use physical force or violence to compel obedience. If all other means fail, staff members may always resort to the removal of the student from the classroom or District through suspension or expulsion procedures.

Within the scope of their employment, all staff may use reasonable force and apply restraint to accomplish the following:

- A. restrain or remove a student who refuses to comply with a request to behave or report to the office;
- B. quell a disturbance threatening physical injury to self or others;
- C. obtain possession of weapons or other dangerous objects within the control of the student, for either self-defense; or
- D. the protection of persons or property.

In accordance with State law, corporal punishment shall not be permitted. If any staff member (full-time, part-time, or substitute) deliberately inflicts, or causes to be inflicted, physical pain upon the student (by hitting, paddling, spanking, slapping or any other kind of physical force) as a means of discipline, the staff member may be subject to discipline and possibly criminal assault charges. This prohibition also applies to volunteers and those with whom the District contracts for services.

The Superintendent or designee shall provide guidelines, including a list of alternatives to corporal punishment.

### **Removal, Suspension, and Expulsion of Students with Disabilities**

The District shall abide by Federal and State laws in matters relating to discipline, suspension, and expulsion of disabled students.

Revised 1/14/14

Revised 6/14/17

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Legal

M.C.L. 380.1301, 380.1309, 380.1310d, 380.1311

20 U.S.C. 3351

State Board of Education, Resolution to Address School Discipline Issues Impacting Student Outcomes, Adopted June 12, 2012

\*Subject to change by Board of Education

## **APPENDIX E3**

### **BOARD POLICY 3140\*: TERMINATION AND RESIGNATION**

#### **TERMINATION**

An employment contract may be suspended or terminated, upon a majority vote of the Board of Education. In such cases, the Board shall abide by due process and such terms as may be set forth in a negotiated, collectively bargained agreement, the Teacher Tenure Act, or the individual contract, as applicable.

Employees and those under contract to work regularly and continuously in the schools, whether part-time or full-time, may not continue employment with the Board if a criminal history records check or other authoritative source reveals a conviction of a "listed" offense under M.C.L. 28.722.

Individuals convicted of a non-listed felony may not continue to work unless both the Superintendent and the Board give written approval. Such conviction(s) may subject professional staff to discharge or demotion of a teacher on continuing tenure. The State Board of Education will be notified of the report of conviction(s) as required by law.

#### **RESIGNATION**

A professional staff member may resign in accordance with the terms of the negotiated, collectively bargained agreement or the staff member's employment contract.

An administrator may resign by filing a written resignation with the Superintendent or designee at least thirty (30) days prior to the effective date of the resignation.

A resignation, once accepted, may not then be rescinded.

The Superintendent or designee may act for the Board in the acceptance of a resignation.

Revised 5/14/18

Revised 5/8/23

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\*Subject to change by Board of Education

## **APPENDIX E4**

### **BOARD POLICY 6700\*: FAIR LABOR STANDARDS ACT (EXCERPT)**

#### **Reasonable Break Time for Nursing Mothers**

As required by Federal law, the District shall take steps necessary to support staff members who decide to breastfeed their infants by providing additional unpaid reasonable break time, as necessary, for a qualified employee to express breast milk for their nursing child, for one (1) year after the child's birth, on District premises.

Prior to returning to work from maternity leave, it shall be the employee's responsibility to notify their supervisor of their intent to continue breastfeeding their infant(s), and of their need to express milk during work hours. Further, it shall be the responsibility of the employee to keep their supervisor informed of their needs in this regard throughout the period of lactation.

The building administrator shall designate a private area, other than a restroom, where an employee can express breast milk. The designated area shall be a space where intrusion from coworkers, students, and the public shall be prevented, and one where an employee who is using this area can be shielded from view.

An employee shall be enabled to express milk during regularly scheduled break periods. The Principal or employee's supervisor shall make an accommodation if the time of regular breaks needs to be adjusted or if additional and/or longer breaks are needed. In the event that more breaks are needed or the break(s) need to be longer than legally required, the additional time required shall be unpaid, and the employee's work schedule or work day shall, therefore, be modified accordingly. The Principal or the employee's supervisor shall work with the employee to make these necessary modifications.

\*Subject to change by Board of Education

## **APPENDIX F**

### **CALENDAR PARAMETERS**

The following parameters are understood to be part of any school year's calendar. All other aspects of the calendar will be determined by the School District. If the above parameters cannot be met, BEA and District will adjust the days from the February break.

- Pre-Labor Day Start
- Two full weeks in December
- One full week in February
- One full week for Spring Break
- End school year by mid-June

## **APPENDIX G**

### **HEAD START AND GREAT START READINESS PROGRAM (GSRP)**

#### **ARTICLE 1 - PURPOSE AND APPLICABLE LANGUAGE**

Appendix G defines the wages, benefits, and conditions of employment for teachers working in the Head Start and GSRP programs. The Agreement shall apply to all Head Start and GSRP teachers unless amended within this Schedule.

#### **Conflicting Language**

The parties to this Head Start and GSRP Agreement recognize that conflicting language may exist between Appendix G and other language found in the Agreement. All conflicts, whether direct, indirect, or inferred, shall be resolved through the use of the language found in this Schedule, which shall control and govern.

#### **ARTICLE 2 - HEAD START AND GSRP GENERAL PROVISIONS**

#### **Teaching Hours and Teaching Load**

The work year, work week, and work day for the Head Start and GSRP programs shall be established by the Superintendent or Board subject to the following conditions:

- A. Head Start and GSRP teachers shall be paid for 40 hours/week (8 hours/day) for a total of 44 weeks per academic school year.
- B. Head Start and GSRP teachers shall be notified by June 15 of the calendar and schedule for the following school year provided that the calendar and schedule has been determined by the Supervisor of Early Childhood Education and approved by the GSRP/Head Start program and the Superintendent or designee.
- C. Head Start and GSRP teachers shall begin their work day 30 minutes before and 30 minutes after students arrive/leave. This time is included in the teacher's 8 hour work day and weekly planning time (see E below).
- D. Per Head Start and GSRP regulations, teachers are required to be active participants in the student's lunch period. As such, teachers will remain in the classroom and eat lunch with their students but will be given a minimum of 15 min duty free break immediately after lunch ends.
- E. Planning time for Head Start and GSRP teachers shall be determined by the Supervisor of Early Childhood Education. The times will fluctuate weekly due to professional learning and conference time obligations but shall be no less than 5 hours/week (300 minutes/week).

- F. Head Start and GSRP teachers are required to attend certain after school events and will be compensated at their hourly rate for such time. All hours worked beyond an 8 hour day will be paid at a time and a half rate.

### **Teaching Conditions**

- A. The class size of the program will be governed by the Head Start/GSRP policies and the Supervisor of Early Childhood Education.
- B. Head Start and GSRP teachers shall have seniority rights within the Head Start and GSRP group and shall be defined as total years of service in the Berkley School District in a Head Start and GSRP position computed from the date and time of hire. Part-time contractual employment preceded or followed by full-time employment shall not interrupt years of service. Professional leaves, sabbatical leaves or military leaves shall not be considered as interruption of years of service. All other voluntary, unpaid leaves shall not count as years of service, but seniority is computed from the date and time of hire minus the time of such unpaid leave. If a person resigns, or otherwise leaves the employ of the District (other than on an approved leave of absence) and subsequently returns, seniority is computed from the date and time of hire after returning to the employ of the Board.
- C. Paid Time Off (PTO) - See Article XI (Paid Leave Policy)
- D. The following holidays and breaks shall be observed and paid if the teacher is employed on those days: Labor Day; \*Jewish Holidays (if a scheduled work day), Thanksgiving Break, Winter Break, \*Mid Winter Break, \*Spring Break, Memorial Day, Dr. Martin Luther King, Jr. Day., Juneteenth.  
\*Extended Day teachers are required to work on Jewish Holidays (if a scheduled work day), Mid Winter and Spring Breaks and will be given flexible days to use in the future or an option to receive payment.

### **Scheduled Pay Dates**

Pay dates shall follow the dates listed in this contract. Modification may occur due to the hourly rate basis for Head Start/GSRP teachers and the possible altered beginning and ending dates for the program.

### **Qualifications**

Certified personnel eligible for the Head Start/GSRP program shall be teachers who possess federally required qualifications and who possess the necessary Early Childhood endorsement on their teaching certificate, a CDA certificate, or an Early Childhood degree.

**Evaluations** - See Article III (Staff Evaluations)

**ARTICLE 3 - COMPENSATION/BENEFITS HEAD START/GSRP TEACHERS**

**Teachers' Compensation and Benefits**

	<b>BA No Cert</b>	<b>BA Cert</b>	<b>MA No Cert</b>	<b>MA Cert</b>
Step 1	\$27.98	\$28.82	\$29.40	\$29.99
Step 2	\$28.82	\$29.39	\$29.98	\$30.58
Step 3	\$29.68	\$30.28	\$30.89	\$31.51
Step 4	\$30.57	\$31.18	\$31.80	\$32.44
Step 5	\$31.49	\$32.12	\$32.76	\$33.42
Step 6	\$32.43	\$33.08	\$33.74	\$34.41
Step 7	\$33.40	\$34.07	\$34.75	\$35.45

A. Annual Compensation

**2024-25** - Teachers will move to the new, upgraded salary schedule which now differentiates the hourly rate by degree and certification status.

**2025-26** - One full step for those on steps. 2.5% increase to those on the top step.

**2026-27** - Salary Formula and Step Movement triggers - see below

- **Salary Formula** - Should the audited Fall count be equal to or greater than the audited Fall count of the previous fiscal year (inclusive of the District's Shared Time program), the Salary Schedule will be adjusted to reflect the percentage increase to the District's state school aid foundation allowance from the previous school year, less one-half percent, but in no case will the percentage increase be higher than 2.0%. The timing of the adjustment 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. In no event shall the salary schedule be less than the 2025-26 schedule.
- **Step Movement** - Teachers will move up a full step should the District's per pupil foundation allowance from the previous year increase by at least \$175/student. Determination of step movement will be recognized when the District's foundation allowance is finalized by the state legislature.

B. Cost of Living Adjustment - For each year of the contract, if the Grantor (e.g. Head Start) provides additional revenue to the District to support a Cost of Living Adjustment (COLA) during the school year which is greater than the teacher's hourly rate increase for the year starting the school year, the teacher's hourly rate will be adjusted to reflect the increased revenue (less what was already received) according to the requirements of the contract.

For example, if the COLA adjustment is 5.0% and the teacher already received an hourly increase of 2.5% starting the school year, the teacher will receive an additional 2.5% increase to the base hourly rate. In the event the Grantor provides additional revenue which is less than the teacher's annual increase, the teacher's salary will not change.

- C. Teachers in the Head Start and GSRP program will be offered Single medical coverage as outlined in Article 8, Section 9A. Eligible employees who opt out of medical benefits will receive a Cash in Lieu payment equal to \$250/month.
- D. Merit Pay - Teachers who receive an "Effective" rate on their end of year summative evaluation will receive a one time payment of \$100.
- E. Severance - Upon retirement of a teacher with a minimum of fifteen (15) cumulative years within the BEA and eligible under the provisions of the Michigan Retirement Act, said teacher shall receive a severance payment equal to one percent (1%) of the minimum base salary schedule for teachers, times the number of years of service in the Berkley School District. Said pay shall be provided to the teacher via a 403b account. In addition, the District shall reimburse each teacher \$15.00 per day for every sick day in their personal leave bank upon retirement, if the teacher gives notice of retirement at least 120 calendar days prior to retirement. Said pay shall be provided to the teacher via a 403b account.

## APPENDIX H

### DENTAL INSURANCE



PO Box 610  
Southfield, MI 48037  
248-901-3705

**BERKLEY SCHOOL DISTRICT Dental Benefits Plan**  
Teachers with and without Medical

**GROUP #9981**

**The Plan-at-a-Glance**

**PPO Networks: ADN Dental Network, DenteMax**

**Maximum Benefits**

**Plan Year July 1 through June 30**

Annual Maximum  
Lifetime Maximum

\$1,200 per eligible individual for covered class I, II and III services.  
\$1,500 per eligible individual for covered class IV services

**Class I Preventive Services – 100%**

Routine Oral Examinations	Twice per plan year
Prophylaxis (Cleaning)	Twice per plan year (includes Periodontal Maintenance)
Topical Application of Fluoride	Twice per plan year to age 19
Bitewing X-Rays	Once per plan year
Full-Mouth Series or Panoramic X-Rays	Once per 60 months
All Other X-Rays	
Space Maintainers	Once per area per lifetime, up to age 14

**Class II Restorative Services – 80%**

Composite and Amalgam fillings	Once per tooth surface per 24 months
Onlays and Crowns**	Once per permanent tooth per 60 months
Root Canal Therapy	
Periodontal Maintenance	Twice per plan year, following treatment (includes Prophylaxis)
Periodontal Root Planing	Once per quadrant per 24 months
Periodontal Surgery	Once per quadrant per 36 months
Oral Surgery and Extractions	
General Anesthesia or IV Sedation	Medically necessary and with covered oral surgery
Occlusal Guards	Once per lifetime
Denture Repair and Adjustment	
Denture Reline or Rebase	Once per 36 months, per arch

**Class III Major Services – 80%**

Complete and Partial Removable Dentures	Once per arch per 60 months
Fixed Partial Dentures (Bridges)	Once per area per 60 months
Addition of Teeth to Partial Dentures	
Endosteal Implants	Once per permanent tooth per 60 months, excludes 3 <sup>rd</sup> molars

**Class IV Orthodontic Services – 60%**

Limited and Intercepted Treatment	Removable and Fixed Appliance Therapy, up to age 19
Comprehensive Treatment	Fixed Appliance Therapy, up to age 19

**Not Covered**

Sealants      TMJ/TMD Treatment      Cosmetic Treatment      Eposteal & Transosteal Implants

Deductible – None

Missing Tooth Clause – None

12 Month Billing Limitation

Waiting Periods – None

COB – Standard

\*\*Porcelain and ceramic not covered for posterior teeth, alternate benefit applies

\*\*Prosthetics are considered on delivery date

## VISION INSURANCE



National Vision Administrators, L.L.C.

### Your NVA Vision Benefit Summary

**Berkley School District**

Effective 07/01/2012

Revised 07/01/2020

Group Number #51984

### Schedule of Vision Benefits

#### Option 2

Benefit Frequency	Participating Provider	Non-Participating Provider
<b>Examination</b> Once Every Plan Year	<ul style="list-style-type: none"> <li>▪ Covered 100% After \$6.50</li> </ul>	Reimbursed Amount <ul style="list-style-type: none"> <li>▪ Up to \$28.50 (OD)</li> <li>▪ Up to \$38.50 (MD)</li> </ul>
<b>Lenses (Includes Oversized)</b> Once Every Plan Year <ul style="list-style-type: none"> <li>▪ Single Vision</li> <li>▪ Bifocal</li> <li>▪ Trifocal</li> <li>▪ Lenticular</li> <li>▪ Standard Transitions</li> <li>▪ Photochromatic</li> <li>▪ Rimless Mounting</li> <li>▪ Color Tints/Color Coats                             <ul style="list-style-type: none"> <li>▪ Single Vision</li> <li>▪ Bifocal</li> <li>▪ Trifocal</li> <li>▪ Lenticular</li> </ul> </li> <li>▪ Polarized                             <ul style="list-style-type: none"> <li>▪ Single Vision</li> <li>▪ Bifocal</li> <li>▪ Trifocal</li> <li>▪ Lenticular</li> </ul> </li> </ul>	Standard Glass or Plastic <ul style="list-style-type: none"> <li>▪ Covered 100% After \$18 Copay</li> <li>▪ Covered 100%</li> <li>▪ Covered 100%</li> <li>▪ Covered 100%</li> <li>▪ Covered 100%</li> <li>▪ Covered 100%</li> </ul>	<ul style="list-style-type: none"> <li>▪ Up to \$29</li> <li>▪ Up to \$51</li> <li>▪ Up to \$63</li> <li>▪ Up to \$75</li> <li>▪ Up to \$33</li> <li>▪ Up to \$8</li> <li>▪ Up to \$5</li> <li>▪ Up to \$5</li> <li>▪ Up to \$10</li> <li>▪ Up to \$12</li> <li>▪ Up to \$14</li> <li>▪ Up to \$18</li> <li>▪ Up to \$30</li> <li>▪ Up to \$38</li> <li>▪ Up to \$44</li> </ul>
<b>Frame</b> Once Every Plan Year	Retail Allowance <ul style="list-style-type: none"> <li>▪ Up to \$65 (20% discount off balance)*</li> </ul>	<ul style="list-style-type: none"> <li>▪ Up to \$44</li> </ul>
<b>Contact Lenses</b> Once Every Plan Year  Elective Contact Lenses	In lieu of Lenses & Frame <ul style="list-style-type: none"> <li>▪ Up to \$90 Retail@ (15% discount (Conventional) or 10% discount (Disposable) off balance)**</li> <li>▪ Covered 100%</li> </ul>	In lieu of Lenses & Frame <ul style="list-style-type: none"> <li>▪ Up to \$90</li> </ul>
Medically Necessary***	<ul style="list-style-type: none"> <li>▪ Covered 100%</li> </ul>	<ul style="list-style-type: none"> <li>▪ Up to \$175</li> </ul>

#### How Your Vision Care Program Works

Eligible members and dependents are entitled to receive a vision examination and one (1) pair of lenses and a frame or contact lenses once every plan year.

At the start of the program, if authorized by your employer you may receive identification cards with participating providers in your zip code area listed on the back. At the time of your appointment, you must indicate that your benefit is administered by NVA. The provider will contact NVA to verify eligibility.

Be sure to inform the provider of your medical history and any prescription or over-the-counter (OTC) medications you may be taking.

To verify your benefit eligibility prior to calling or visiting your eye care provider, please visit our website at [www.e-nva.com](http://www.e-nva.com), or download our mobile app by searching NVA Vision, or contact NVA's Customer Service Department toll-free at 1.800.672.7723 (TDD line 1-888-820-2990) or NVA's Interactive Voice Response (IVR). Customer Service is available 24 hours a day, 7 days a week, 365 days a year. Any question any time.

If you are not a registered subscriber, you can still search our providers online by selecting the "Find a Provider" link on our home page. Enter group number 51984000201 or the group number on the identification card and enter in your search parameters. It's that easy!

\*Does not apply to Wal-Mart / Sam's Club locations or for certain proprietary brands.

\*\*Does not apply to Wal-Mart/Sam's Club, or Contact Fill (NVA Mail Order) or certain locations at: Target, Sears, Pearle, & K-Mart, and may be prohibited by some manufacturers.

\*\*\*Pre-approval from NVA required.

## LIFE/AD & D BENEFITS and LTD BENEFITS

### LIFE/AD & D BENEFITS

Carrier: Reliance Standard Effective Date: 7/1/2012	
<b>Plan Basics</b>	
Life Benefit*	\$50,000
AD&D Benefit*	\$50,000
Guarantee Issue	\$50,000
Waiver of Premium	Included
Portability	Included

\*Members enrolled in MESSA medical will receive a \$45,000 benefit through Reliance Standard plus an additional \$5,000 benefit packaged with MESSA Medical/RX. Members not enrolled in MESSA medical will receive a \$50,000 benefit through Reliance Standard.

### LTD Benefits

Carrier: Reliance Standard Effective Date: 7/1/2012	
<b>Plan Basics</b>	
Benefit Percentage	66 2/3 %
Monthly Benefit Maximum	\$5,000
Elimination Period	90 Days
Medical Premium Expense Benefit	COBRA benefit paid (\$1,200 max for up to 29 months)
Own Occupation	24 Months