2024 - 2027
AGREEMENT
Between the

BOARD OF EDUCATION OF
NEW BUFFALO AREA
SCHOOLS and
NEW BUFFALO 5-C EDUCATION ASSOCIATION
(MEA-NEA)

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AGREEMENT

This agreement is made and entered into on this 10th day of June, 2024, by and between the Board of Education (the "Board") of New Buffalo Area Schools (the "District"), Berrien County, Michigan, and the New Buffalo 5-C Education Association (MEA-NEA) (the "Association").

ARTICLE I - PURPOSE AND INTENT

Section 1: The general purpose of this Agreement is to set forth the wages, hours, terms, and conditions of employment which shall prevail for the duration of this Agreement.

Section 2: The parties recognize their mutual obligation to bargain pursuant to Michigan Public Employment Relations Act, as amended.

Section 3: The Board and the Association, for and in consideration of the mutual promises, stipulations, and conditions hereafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II - RECOGNITION

Section 1: The Board recognizes the New Buffalo 5-C Education Association (MEA-NEA) as the sole agent for professional negotiations and collective bargaining relating to wages, hours, terms, and conditions of employment for the professional teaching staff of the New Buffalo Area Schools, excluding the certified employees primarily hired for the exercising of administrative authority, supervision or direction of employees and non-certified personnel. The bargaining unit does not include substitute teachers, per diem temporary employees, adult education teachers, third party contractors, athletic director, the coordinator of special education, all other employees, and all non-school certified personnel unless approved by MDE. The Board further agrees that, for the duration of this Agreement or any extension thereof, it will not recognize nor bargain with any entity other than the Association. All references to male teachers shall also refer to female teachers.

Teacher Definition: A teacher is certified (PK - 12) and qualified educator who instructs students, covering their subject matter and developmental stages. They play a vital role in shaping young minds, providing academic instruction, fostering social and emotional development, and preparing students for future academic and personal success. They create lesson plans, assess student progress, collaborate with colleagues, parents, and administrators to ensure a supportive and effective learning environment for all students.

School Counselor: A certified and qualified school counselor is one who provides support and guidance to students in areas of academic achievement, career expiration, personal development, and social emotional well-being. Setting educational and career goals, provide resources. Collaborate with

colleagues, parents, and administrators to ensure a supportive and inclusive learning environment that promotes student success.

Speech: A certified and qualified professional who specializes in helping individuals improve their communication skills, particularly in the areas of speech clarity, fluency, voice modulation, and language development. Providing therapy and guidance to enhance their verbal communication abilities.

ARTICLE III - BOARD RIGHTS

Section 1: Reserved exclusively to the Board are all the responsibilities, powers, rights, and authority vested in it by the laws and constitution of of the State of Michigan and the United States or which have been properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

Section 2: The Board and the Association recognize that the optimum learning environment includes a positive culture of learning and respect with cooperative, collaborative, and collegial atmosphere shared by students, teachers administrators, staff, parents, and community. The Board seeks to promote a school culture of learning and respect that promotes engaged inquiry, reflections, and the thoughtful investigation of ideas and practices.

Section 3: It is agreed that the Board hereby retains and reserved unto itself, without limitations all the powers, rights, and authority which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished by the Board, or those things covered by applicable law. These rights include, by way of illustration and not by way of limitation, the right to:

A. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.

B. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.

C. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees.

D. Determine the services, supplies, and equipment necessary to continue its operations.

E. Determine the number and location or relocation of its facilities and work stations and bus routes.

F. Adopt rules and regulations, as long as they are not inconsistent with this agreement or law.

G. Determine the financial policies, including all accounting procedures.

H. Determine the size of the administration organization, its functions, authority, amount of supervision, and structure of organization.

I. Determine reasonable provisions for health, safety, and first aid of employees during hours of employment.

J. Shall not contract or subcontract any work that is normally performed by the Association that would cause a reduction of an employee's regularly scheduled work hours. The Board retains the right to contract or subcontract work which cannot be performed during the regular work schedule or for work in which equipment and/or material is unavailable to attain the desired quality.

K. Nothing in this Agreement in any way shall prevent or limit the Board from participating in cooperative educational programs with any entity.

Section 4: Contract Interpretation: In the event of a claim of misinterpretation or misapplication of this agreement, the integrity of the Board's rights as delineated in this article shall be preserved.

Section 5: Limitation on Board Rights: The exercise of the above powers, rights, and authority by the employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

Section 6: No Increases: No increases in benefits or compensation beyond that allowed in this Agreement will be permitted unless ratified by both parties.

Section 7: Waiver: The parties acknowledge that during negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly, waive the right, and each agree that the other shall not be obligated to bargain collectively with regard to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE IV - TEACHERS' RIGHTS

Section 1: Each teacher shall have the right, upon request in writing, to review the contents of their personnel file, other than those records identified as confidential. A representative of the Association may, if the teacher so desires, be requested to accompany the teacher in such review.

Section 2: A written complaint by a parent/guardian of a student, and/or students, directed toward a teacher may be called to the teacher's attention.

Section 3: In the event a District receives a FOIA request for the personnel record(s) of any teacher(s), or any portion thereof, the District shall notify the affected teacher(s) and to the Association within forty-eight (48) hours.

Section 4: In the event the District receives a FOIA request for the personnel record(s) of any teacher(s), or any portion thereof, the District shall provide the following to the affected teacher(s) and the Association within a reasonable timeframe in accordance with the law:

A. A copy of the FOIA request;

B. The name(s) of the requesting parties and all documents and all communications received by the District related to the FOIA request; and

C. Prior to their release, copies of all communications and documentation sent to the requesting parties by the District or other agents or attorneys.

ARTICLE V - ASSOCIATION RIGHTS

Section 1: The Board agrees to make available to the Association, in response to written requests, all public information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Association, in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing grievances and for contract negotiations. A service fee may need to be assessed to cover materials.

Section 2: The Association shall have the right to use school building facilities for meetings provided: (1) such meetings are held at hours other than pupil school hours or during school functions; and (2) advance permission for such usage has been given by the administration.

A. The Association shall have the right to use school equipment if not otherwise in use. The use of District facilities shall not violate state or federal law. The Association shall pay for the reasonable costs of all materials and supplies incident to such use.

B. Bulletin boards shall be made available for the use of the Association in the teachers' lounges only. Posting of materials for political candidates shall not be allowed.

C. The Association may distribute all written material by placing such material in the teachers' mailboxes which shall be made available for such distribution.

D. All material, either posted or distributed shall not be of a derogatory or defamatory nature.

Section 3: At the beginning of each school year, the Association shall be provided with a total of ten (10) days to be used by Association officers of their designee, to be at the discretion of the Association. The Association shall reimburse the Board for all days used at the then current daily substitute rate and employee retirement rate. The Association shall notify the superintendent two (2) days in advance.

Section 4: Save Harmless: The Association shall agrees to indemnify and save the Board, and including each individual Board member, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

Section 5: The Association shall inform employees of their right to representation in investigatory meetings.

ARTICLE VI - PROTECTION OF TEACHERS

Section 1: It shall be the responsibility of the teacher to report to his principal, in writing, the name and reason for the need of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised in writing by the principal of the disposition of the teacher's report that a particular student needs such assistance.

Section 2: Teachers shall comply with the provisions of current teaching procedures established by the Board in dealing with the student discipline.

A. Any employee who is assaulted or threatened with bodily harm by an individual or group while carrying out assigned duties shall, as soon as possible, notify the building principal or supervisor who shall notify the superintendent's office as soon as possible.

B. The Board's administrative and supervisory personnel and the teacher shall cooperate fully with the law enforcement authorities in connection with the latter's investigation and prosecution of any such offense. In the event court attendance is required of the teacher in connection with the prosecution by the District of any such offense, the teacher shall suffer no loss of pay for absence for such court attendance.

C. Personal property: Employees who provide evidence of loss of cell phone shall not be unreasonably denied reimbursement when the loss is not covered by insurance and arose out of the course of employment.

   A maximum of $500.00 reimbursement will only be made if the loss is not covered by or collected from an insurance policy.

Section 3: The District shall pay all costs associated with fingerprinting and criminal background checks for all teachers.

ARTICLE VII - TEACHER PLACEMENT AND REASSIGNMENT

Section 1: Teachers must be certified and qualified for their placement or assignment. The District can obtain emergency authorization for teachers to teach specific courses when certified and qualified members can not be found for the position. The following criteria will be used when placing or reassigning teachers:

A. Previous performance evaluations will be taken into account during placement changes

B. A teacher's attendance record and disciplinary history will be reviewed and factored into placement decisions.

C. Growth data, reflective of a teacher's impact on student learning and development, will be utilized as a component in making informed decisions regarding changes in teacher placement.

D. Rapport with staff, students, and parents will be considered.

Section 2: Following criteria from Article VII Section 1, in instances where placement decisions are made between candidates of comparable qualifications, the length of service within the district will be a determining factor.

Section 3: The length of time a teacher has dedicated to a particular grade level or subject area will be considered during placement decisions. Individuals, departments, and/or Grade Level Teams will be consulted and their recommendations will be given consideration when changes in teacher placement are being deliberated.

Section 4: All postings will be shared internally/externally as soon as possible.

Section 5: When re-assigning teachers the following must be considered:

A. The administration shall ensure that any teacher subject to a change in placement will be notified in person by a member of the administration team.

B. When circumstances permit, teachers will be provided with a notice period of thirty (30) days prior to any changes in placement.

C. If re-assigned midyear, any work conducted outside of contractual hours shall be compensated. This compensation will be determined through a mutual agreement between the teacher and the superintendent, reflecting a fair and equitable amount for the additional time invested. Alternatively, teachers may be granted release time in lieu of financial compensation, subject to mutual agreement between the teacher and superintendent.

ARTICLE VIII - LAYOFF/RECALL

Section 1: The following should be used as Layoff/Recall Criteria:

A. Previous performance evaluations will be taken into account during placement changes.

B. A teacher's attendance record and disciplinary history will be reviewed and factored into placement decisions.

C. Growth data, reflective of a teacher's impact on student learning and development, will be utilized as a component in making informed decisions regarding changes in teacher placement.

D. Rapport with staff, students, and parents will be considered.

Section 2: In instances where layoff/recall decisions are made between candidates of comparable qualifications, the length of service within the district will be a determining factor.

Section 3: Layoff notifications shall be delivered in person to the affected teachers no later than forty-five (45) calendar days before the conclusion of the school year.

Section 4: Affected teachers shall receive recall notifications via certified mail. Teachers must respond to the recall notice within seven (7) calendar days from the date of receipt. Failure to respond within this timeframe will result in forfeiture of their position on the recall list. Teachers subject to recall/layoff must promptly report any changes in address to the district office to ensure they receive timely communication regarding recall opportunities.

Section 5: Laid-off teachers who secure alternate employment must inform the district of their consideration for re-employment or removal from the recall list.

Section 6: Teachers who have been laid off shall retain the right to be recalled for a period of eighteen (18) months from the date of their layoff.

Section 7: The superintendent reserves the right to reassign current teachers to fill vacancies prior to initiating the recall of laid-off teachers, based on the district's operational requirements.

ARTICLE IX - TEACHER EVALUATION

Section 1: The assessment tool utilized for staff evaluations within this agreement will be Five Dimensions of Teaching and Learning (5D+) Instructional Framework.

A. All newly hired teachers will be introduced to the 5D+ teacher evaluation tool at new teacher orientation.

B. Teachers shall only be evaluated by Administrators who have completed a "rater reliability" training every three (3) years. The training shall include no less than the following:

    a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance.
    b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
    c. Training on the evaluation process, including conducting classroom observations, collecting data, and analyzing results.
    d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
    e. Ongoing support for evaluators, including feedback from administrators and Association-designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

Section 2: Beginning with the 2024-2025 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

A. Specific performance goals to improve their effectiveness in the upcoming school year.

B. An evaluation of the teacher's job performance with timely and constructive feedback.

C. Clear approaches to measuring student growth with relevant data on student growth.

D. Multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.

E. The use of student growth and assessment data as 20% of the year-end evaluation determination.

Section 3: Classroom observations that are intended to assist in the year-end performance evaluation for a teacher are as follows:

A. Teachers will be notified at the beginning of the school who their primary evaluator will be.

B. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plans for the day of the observation, including the state curriculum standard used in the lesson.

C. The observation must include a review of the pupil engagement in the lesson that is observed.

D. Feedback will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher.

E. Observations will not be more than once per week.

F. Observations will not be done the day before/after a holiday break.

G. The administration will make every effort to stagger observations in an attempt to see all domains and targets within the 5D+ rubric.

H. Four (4) observations will be conducted on all tenured teachers.
    a. The first observation of the year shall be announced.
    b. One (1) additional announced observation will be scheduled during the school year, decided upon by both the principal and the teacher.
    c. Two (2) more observations will be unannounced.

I. Four (4) - Six (6) observations will be conducted on all non-tenured teachers.
    a. Two observations will be announced.
    b. The first observation of the year shall be announced.
    c. One (1) additional announced observation will be scheduled during the school year, decided upon by both the principal and the teacher.
    d. Two (2) - Four (4) more observations will be unannounced.

J. If a building principal doesn't meet the four (4) to six (6) observation requirements, on an individual teacher, that teacher shall receive an effective rating at the end of the school year.

K. A teacher who works less than sixty (60) days in any school year will receive the previous year's rating if evaluated by 5D+. Teachers who meet these criteria will receive written approval from the superintendent.

L. Upon mutual agreement between the teacher and administrator, an extension of the evaluation process will be agreed upon in writing by the administrator.

Section 4: If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every second (2nd) year. If the subsequent year-end rating is not "effective" on an evaluation following the third (3rd) year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

Section 5: Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing," or "needing support."

A. Distinguished and proficient on the 5D+ rubric are equivalent to effective. Effective shall be a rating of 2.5 or higher.

B. Basic on the 5D+ rubric is equivalent to developing. Developing shall be a rating of 1.5 - 2.49.

C. Unsatisfactory on the 5D+ rubric is equivalent to needing support. Needing Support shall be a rating below 1.49.

D. 80% of the teacher evaluation will be based upon 5D+.

E. 20% of the teacher evaluation will be on student growth data.

F. The NBEA bargaining team will create a committee at each building to determine the 20% student growth data that will be used for evaluation purposes.

G. Each school year, by October 1, the building representatives and building principal will provide written notification to the superintendent regarding the student growth evaluation data for that year, comprising 20% of the total evaluation.

Section 6: In addition to the above procedures, teachers who are evaluated with an IDP (received a minimally effective, ineffective rating, prior to July 1, 2024, or needing support, or developing rating thereafter, and/or 1st-year teachers) shall be provided the following:

A. Specific performance goals (contained in Pivot's growth plan) that will be used to assist in improving effectiveness for the next school year are developed with consultation and agreement by the teacher.

B. Training is to be provided by the district to assist the teacher in meeting the goals of the IDP.

C. A mid-year progress meeting, supported with at least one (1) classroom observation conducted and completed in accordance with the agreed-upon timelines in the respective tool, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

D. A mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described goals of the IDP.

Section 7: A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

A. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after the receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

B. If written responses do not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
    a. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
    b. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

Section 8: A tenured teacher who receives two (2) consecutive ratings of "needing support" may request to use the grievance procedure as outlined in Article XVII.

ARTICLE X - MENTOR/MENTEE

Section 1: A "mentor teacher" shall be assigned to a teacher in their first three years of classroom teaching.

A. The "mentor" teacher shall be voluntary and, insofar as possible, be a tenured teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the mentor teacher to assist and counsel. Each mentor teacher shall only be responsible for one probationary teacher at any given time.

B. A mentor teacher shall be defined in accordance with section 1526 of the Revised School Code:
    a. Upon request, the administration shall make available reasonable release time, up to eighteen (18) hours per year, so that the mentor may work with the mentee and attend appropriate training during the regular workday. When possible, the mentor and mentee shall be assigned common preparation periods.

C. During the first year of a mentor/mentee relationship, the mentor shall receive a stipend in accordance with Appendix B, Section 5. In the event more than one mentor is assigned to a probationary teacher, the stipend and duties will be prorated accordingly. In return, during the first year, the mentor shall:
    a. Meet with the mentee at least one time per week unless circumstances beyond the control of the mentor and mentee prevent the meeting;
    b. Meeting length must be fifteen (15) minutes or greater, and
    c. Mentor is to receive, from the administrator, a copy of the mentee's Teacher Growth Plan no later than October 1 and assist the mentee to implement the plan (no requirement for mentor to inform administration of progress).

D. In years two (2) and three (3), the mentor shall provide assistance as needed and shall receive a stipend in accordance with Appendix B, Section 5. This provision also provides a mentor teacher for two (2) years to experienced teachers (new to the District having three (3) years or more of teaching experience elsewhere).

Section 2: Mentee Committee Restrictions

A. First year teachers shall not serve on committees except in instances of curricular review and the teacher is the only subject representative available in the building.

B. A teacher who is currently a mentee (2nd and 3rd year teachers and experienced teachers in their first District contract year) cannot serve on more than two (2) building and/or District committees in one school year.

ARTICLE XI - PROFESSIONAL COMPENSATION

Section 1: The salaries of teachers are set forth in Appendix A. Such salary schedule shall remain in effect during the term of this Agreement and shall be based on a normal teaching assignment during a regular school year of 185.5 teacher workdays.

The normal assignment for the high school counselor will be two hundred and a half days 200.5 days. The normal assignment for the elementary and middle school counselors will be one hundred ninety and a half days 190.5 days. The normal assignment for the building trades instructor will be one hundred ninety five and a half days 195.5 days. Compensation for the additional days beyond 185.5 will be based on the individual's average daily rate for that school year.

Section 2: Teachers shall be given Two Hundred Dollars and 00/100 ($200.00) for non-instructional transition time for a physical change in classrooms.

Section 3: For assigned or voluntary additional duties, the teacher shall be entitled to appropriate additional professional compensation as stated in Appendix "B." For all Board approved additional classroom teaching assignment duties not stated in Appendix "B," the employee shall be compensated on the hourly rate of Thirty-Five Dollars and 00/100 ($35) Per Hour. Extra hours must be pre-approved, documented and turned in to the administration no later than one week afterwards, teachers assigned an additional class period in a trimester will receive additional compensation in the amount of Three Thousand Five Hundred Dollars and 00/100 ($3,500) and an additional Five Hundred Dollars and 00/100 ($500) if the class is a new preparation during the trimester.

Section 4: Teachers shall be required to report four (4) workdays prior to the first student days in the fall. However, first year teachers may be required to report one (1) additional day prior to staff reporting and may be compensated per Article XII, Section 13(B). All four (4) days before the start of school will be teacher professional development days. Three (3) of the four (4) days will be professional development, and the fourth (4th) day will be a teacher workday.

Section 5: A teacher shall only be released, with the principal's and superintendent's approval, from regular duties without the loss of salary for attending professional conferences related to his/her teaching discipline.

Section 6: Every part-time teacher shall be paid in a ratio of his time spent in instruction on a weekly average and based on a 185.5 workday year and benefits prorated.

Section 7: All new full-time teachers hired to the system shall have a minimum of a bachelor's degree unless permitted by law.

Section 8: A sum of up to Two Hundred Dollars 00/100 ($200) per semester hour will be reimbursed for the graduate credit earned by a tenure teacher in the District and having a Michigan teaching certificate as defined in the Teacher Certification Code.

Reimbursement will be made as follows:

A. Semester hours earned for accredited institution courses required for continued, renewal, and recertification (six (6) hours/five (5) years) or courses related to his/her teaching assignment.
B. Substantiating evidence of semester hours earned must be presented to the Superintendent ten (10) working days prior to the start of the next trimester.

C. To be eligible for payment, a teacher must submit a written request specifying graduate hours to be taken with supporting information and receive written approval by the Superintendent (at least twenty (20) days before the start of the course). The Superintendent will issue a written decision on the request within ten (10) days.

D. Reimbursement shall only be made for coursework outside of the teacher contract time and not subject to registration fees. In the event the ISD offers credit after the class starts, the teacher may receive reimbursement for the course fees, less any registration fees paid by the District up to six (6) credit hours every five (5) years.

E. The Superintendent will not arbitrarily deny a request. If a request is denied, the teacher may request a review by the association president and present it to the superintendent for an appeal decision. Such review and final determination shall be made as soon as possible, but in no case longer than (2) weeks.

Section 9: The Board encourages teachers to continue their education and for each teacher who earns National Board Teacher Certification, the teacher shall receive an additional Three Thousand Dollars and 00/100 ($3,000) per year for each year the teacher holds the certification.

Section 10: All teachers required to travel to discharge their assigned duties outside the District shall be reimbursed on a per mile basis, at the current IRS rate, July 1 each year, for miles traveled from the school building to the destination and return to school. The rate, as of July 1 of each year, shall remain constant throughout that school year (July 1 - June 30).

Section 11: 403(b) Annuities: The District shall participate in the West Michigan Benefits Consortium Section 403(b) Tax-Sheltered Annuity Plan. The NBAS agrees that the following annuity vendors be included in the Plan:

MEA - Financial Services (Paradigm Equities)

Administrative fees or charges associated with this Plan will be borne by NBAS; however, not personal fees charged to an individual based on their vendor selection.

It is also agreed and understood that upon the presentation of proper authorization forms, the Board will deduct from a teacher's paycheck those amounts authorized by the teacher. Such approved deductions shall be made equally from the first and second paychecks of each month.

Section 12: Teachers may be requested to substitute for another teacher when necessary. In the event a teacher is utilized as a substitute at the request of the administration, the Board will grant additional compensation at the rate of Thirty-Five Dollars 00/100 ($35) per hour. Subbing for less than or more than one (1) hour will be prorated to the nearest .1, using normal rules of rounding.

Section 13:

A. In the event local "in-service" training is offered by the District on a non-contract day, attendance at such in-service shall not be mandatory.

B. Teachers who participate in administrative required professional development programs or committee work during the summer shall be compensated. Provided there is no reimbursement for graduate credit, compensation will be One Hundred Dollars 00/100 ($100) per day.

Section 14: All hours earned above the BA level must be graduate hours earned after the receipt of a teaching certificate, unless prior approval is granted by the superintendent.

ARTICLE XII - TEACHING ASSIGNMENT AND HOURS

Section 1: The teaching hours for all teachers shall be as follows:

A. The teachers' workday shall not exceed seven (7) hours and thirty-five (35) minutes. However, the Board shall possess the right and discretion to determine the length of the instructional day within the seven (7) hours and thirty-five (35) minutes teachers' workday (8:05 AM to 3:40 PM grades 6-12 and 8:15 AM to 3:50 PM grades Pre K - 5).

B. On Friday's and the last day of school prior to vacations, teachers may leave soon after bus departures. In case of emergency, a teacher may leave at the discretion of the prin.

C. All teachers shall be entitled to an uninterrupted, duty-free lunch period for a period equal to that granted to students. A designated, student-free space for the faculty and staff shall be provided that includes: a refrigerator, microwave, sink, paper towel and soap dispenser, garbage can, and adequate tables and chairs. Faculty and staff shall leave the area clean.

D. The normal daily assignment in the middle and senior high schools shall include one (1) assigned preparation/conference period per day, or its equivalent, for any classroom teacher assigned more than fifty percent (50%) of the day. Two hundred (200) minutes per week will be guaranteed to the building and trades instructor. Crossover teachers will not be required to do lesson plans for middle school non-core classes.

E. PP teachers may use for preparation all time which is currently provided by the various teaching specialists as long as these positions are maintained by the Board. Realistic attempts will be

made to provide elementary teachers an average of fifty (50) minutes daily for preparation and conferencing for all full student days.

F. Any classroom teacher assignment that is fifty percent (50%) or less, shall be provided with One and a half (1.5) hours of prep time, per week, at Thirty-Five Dollars and 00/100 ($35) Per Hour in addition to their contractual instructional time.

G. Each teacher will attend those extracurricular activities in which his/her students have an active participation and in which the teacher has played an active role in preparation.

H. At least sixty (60) minutes per day will be designated as preparation time for all Crossover teachers. “Crossover teacher” is defined as a teacher who teaches in two (2) or more buildings. “Buildings” is defined as the Elementary School, Middle School and/or High School.

Section 2: The Calendar consisting of a minimum of one thousand ninety-eight (1098) hours with provisions made for make-up days for the school years covered by the length of this contract shall be negotiated and adopted by the Board simultaneously with the contract.

Extra time worked for each Parent teacher Conference will equal a half day worked by teachers. Each conference afternoon and evening will equal one half (½) day worked. Three Parent Teacher Conference Days per year equals one (1) and (½) half days worked by teachers. This time will count toward the 185.5 days worked by teachers.

Any revision to the calendar will be accomplished by the Superintendent and the Association president.

A. Teachers shall be responsible for regularly scheduled Parent Teacher Conferences and Open House visitation.

B. In any canceled student session days, it is agreed that bargaining members will be excused from reporting for duty unless it is a workday, i.e., PD day or curriculum day. In such cases, teachers may be required to report. Teachers will be paid on canceled days/hours, but will not receive additional compensation if the days/hours are required to be rescheduled

C. The District intends to provide a minimum of hours and days of pupil instruction as prescribed by state law. Any hours or days beyond the allowable state limit will be made up by the staff and added to the calendar with an agreement between the superintendent and association president. Any action by the Board to reduce the total work days shall not cause a reduction in wages for days not worked.

D. When session days are delayed, teachers will report at least fifteen (15) minutes before the opening of the students’ scheduled school day. It is understood that the normal day may have to be revised when the beginning of the day is delayed. However, the school day will not be extended beyond the normal close of the school day.

E. Any decision to cancel days, or delay the starting time, shall not be grievable.

F. Subsequent school year calendars shall be developed in accordance with state law, as amended.

Section 3:

A. Faculty meetings are to focus on education and school issues of the District. Any activities that involve non-school related matters: such as, charities, annuity companies, etc. shall be voluntary and shall not take place during work hours or faculty meetings.

B. Up to twelve (12) faculty meetings (published in Teachers' Handbook) may be scheduled per school year. The meetings will be held on the first working Wednesday morning of each month and two (2) others as needed.

C. A tentative agenda for faculty meetings will be forwarded to the staff no later than the preceding Monday.

D. The second(2nd) working Wednesday of each month will be reserved for the School Improvement Team, the third (3rd) Wednesday of the month for union meetings, and the fourth (4th) Wednesday for Building Council.

E. Forty (40) minutes of each Tuesday and Thursday morning will be reserved for teacher-led collaboration time (7:35 to 8:15 AM at the elementary building and 7:25 to 8:05 AM at the secondary buildings). During this period, teachers may conduct department meetings, grade-level meetings, or collaborate on curricular issues. If teachers do not have collaborative activities during this time, they may work on other professional responsibilities. Building administrators may call up to two (2) meetings per trimester.

F. On Professional Development days when students are not in session, all teachers will report from 8:00 am - 3:30 pm.

ARTICLE XIII - TEACHING CONDITIONS

Section 1: To the extent possible and/or practical, the Board agrees at all times to keep the schools safe, reasonably, and properly equipped, cleaned and maintained.

Section 2: The Board shall provide in each building, where physical facilities permit, at least one (1) teachers' work room equipped with a large table or tables, and space for a professional library.

Section 3: Teachers shall be provided with parking facilities separated from student parking.

Section 4: Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever necessary and possible. Ideal class size for K-12 is 22 or fewer students. Realistic attempts should be made to achieve these goals as financial and other conditions, as determined by the Board, may allow. If the number of students in any K-3 classroom exceeds twenty-three (23), or twenty-seven (27) in grades 4-5, the teacher will be provided with an aide upon request. The teacher will be consulted on who the aide will be and the principal will make a recommendation to the superintendent. When the Physical Education/Health class in Middle/High School exceeds thirty (30), an aide of the opposite gender of the instructor will be provided whenever possible.

Section 5: The administration shall provide necessary known information about students assigned to the teacher's class, such as, tether, probation, etc.

Section 6: Class rosters and teachers schedules will be distributed to Middle and High School teachers at least five (5) working days prior to any schedule changes throughout the year. This includes the start of the school year, trimester change, and any roster/schedule changes within a trimester.

ARTICLE XIV - SCHOOL IMPROVEMENT AND ACCOUNTABILITY PROGRAM

Section 1: The Board, administration, teachers, and Association recognize the necessity of maintaining ongoing District-wide school improvement plans and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.

The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours, and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

To the extent any proposed element of the District's school improvement plan conflicts with the terms of the master agreement, the identified provision will be subject to re-negotiation at the request of the Board or Association. Any amendments to the agreement will be subject to the ratification by the parties.

Section 2: Board members, school building administrators, teachers and other school employees, pupils, parents of pupils attending that school, and other residents of the District shall be invited and allowed to voluntarily participate in the development, review and evaluation of the District's school improvement plans.

Each building will have one SIP committee.

ARTICLE XV - SICK LEAVE/FUNERAL LEAVE

Section 1: Nine (9) days of sick leave per year with full pay shall be granted to each teacher at the beginning of each school year.

Sick leave must be used in one-half (½) hour increments unless the teacher's absence can be covered at no additional costs to the District. A teacher's day will be calculated at seven (7) hours, five (5) minutes, per day (7.2).

Such sick leave may be used by teachers in case of necessary absence due to:

A. Personal illness (incapacity to work); doctor verification of illness may be required by the Board for any illnesses lasting five (5) consecutive working days or more, or whenever individual circumstances or a pattern of absences raises the suspicion of misuse.
B. Illnesses of the teacher's spouse, child, mother or father.

C. Occasionally, there are emergency situations that do not fit other leave requirements. The teacher shall submit a written request to the Superintendent and the decision to grant the request shall be in the sole discretion of the Superintendent. This leave provision will not be approved for vacations or other recreational pursuits.

D. The teacher shall complete a form prepared by the Board indicating the reason for the taking of his sick leave if the absences are not electronically recorded.

E. Upon request by the Board of Education, a teacher must submit a certificate from a medical doctor indicating that the teacher is capable of performing his/her essential job functions without posing a danger to himself/herself or others in the workplace.

F. Worker's Compensation shall be the exclusive salary benefit for an employee's illness or disabilities which are work-related provided the employee qualifies for the Worker's Compensation benefits.

Section 2: Unused sick leave days shall be allowed to accumulate for each teacher to a maximum of one hundred fifty (150) days.

A. Teachers hired after the beginning of the school year shall be credited with one (1) day of paid sick leave pro rata, to the nearest half day, for each month remaining in the school year, not to exceed nine (9) days.

B. Accumulated sick days will be noted on their individual contract at the beginning of each year.

C. Teachers who have reached the one hundred fifty (150) day maximum accumulation, shall, at the beginning of each school year, be credited with nine (9) additional days of sick leave so that their total days available are one hundred fifty nine (159) days during that school year. Up to, and including nine (9) sick leave days may be taken during that school year without deduction from the one hundred fifty (150) day maximum accumulation. At the end of the school year, the maximum accumulation shall remain at one hundred fifty (150) days unless a teacher has taken more than nine (9) shall be deducted from the one hundred fifty (150) days maximum.

D. Any teacher in the District who has accumulated sixty (60) days of sick leave may submit a written request to the Superintendent between May 15 and May 30 to sell back any surplus over sixty (60) days with a minimum of six (6), maximum of twelve (12) days at the rate of one-hundred dollars ($100) per day. After HR validation, the District will payout by the last pay period in June. Teachers may opt to have the funds deposited into a retirement account.

Section 3: Teachers will be allowed up to five (5) school days funeral leave of absence for the purpose of attending the funeral of a member of the teacher's immediate family. Immediate family shall include spouse, life partner, father, mother, children, siblings, son-in-law, daughter-in-law, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, and relatives living in the same household. Permission for such leave days shall be granted by the superintendent.

Section 4: It shall be the responsibility of the teacher to comply with the reporting requirements of the (Third party vendor) system as long as it is maintained in a contract by the District. The teacher shall call or log-on to report their unavailability for work due to ill health, injury, or other absence as described in Article XII at least one (1) hour before his/her scheduled reporting time or as soon as possible due to unforeseen circumstances.

ARTICLE XVI - LEAVES OF ABSENCE

Section 1: Any teacher whose personal illness (incapacity to work) extends beyond the period compensated for in Article XII may be granted a leave of absence of up to one (1) year in accordance with the provisions of the Teacher's Tenure Act.

Section 2: Pursuant to the Family and Medical Leave Act ("FMLA") of 1993, as amended, the employer shall abide by the provisions of the act and shall provide leave for the following situations:

A. Birth, adoption, or foster care placement of an employee's child;

B. Serious health condition of an employee's spouse, child, or parent;

C. The employee's own serious health condition.

D. A qualifying exigency arising out of the fact of that the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active-duty status).

E. Care for a covered service member with a serious illness or injury if the employee is the spouse, son, daughter, parent, or next-of-kin of the covered service member.

All leaves shall be granted only in accordance with the provisions of the federal law. Eligibility for FMLA leave shall be determined on a previous twelve (12) month basis beginning with the date the leave begins. An employee requesting leave under the Act must do so in writing, as soon as practical (Within thirty (30) days), on a form provided by the Superintendent's office unless prevented by circumstances beyond the control of the employee.

The FMLA section is not intended to interfere with the use of any other leave provision within this Article and shall include both paid and unpaid leave. The teacher may elect to reserve up to five (5) days paid sick leave/personal leave days for usage upon return to work. Any teacher who wishes to request FMLA leave will be granted such leave of absence in accordance with Federal requirements. Applicable leaves of absence shall run concurrently with FMLA leave.

If a teacher, on their own volition, fails to return to work after FMLA leave, then the teacher shall reimburse the District for all insurance premiums paid by the District while the teacher was on leave.

Section 3: Any member of the certified staff who is required to serve jury duty shall receive his regular salary. Jury fees will be turned over to the District except expense reimbursements paid by the Court for such service without loss of business, professional or sick leave days.

Section 4: All teachers shall be granted, with pay, three (3) days per year for personal business leave.

A. A personal business day may not be granted for the first day of school, the last day of school, the day prior to or the day following a vacation period or holiday.

B. Written notification of a business leave request shall be submitted to the teacher's principal using the form prepared by the school five (5) days in advance of the intended absence.

C. All leave granted for personal business shall be subject to the approval of the Superintendent of Schools prior to their being granted.

D. It is recognized that there may be extenuating circumstances where the Superintendent may waive the restrictions in (a), (b), and (c). The Superintendent's decision may be appealed to the Board. The Board's decision is final and not grievable.

E. Any personal business day or days not used during a school year shall be added to the teacher's accumulated sick leave days at the start of the next school year.

Section 5: Upon return from a leave of absence, the teacher shall be restored to the same level on the salary schedule as when they left and be entitled to accrued benefits prior to said leave. Completion of one hundred fifty (150) or more of the scheduled student days shall entitle a teacher to advance to the next salary step for the following school year.

Section 6: The decision to grant an unpaid leave request shall be at the sole discretion of the Superintendent.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement, except that no matter within the jurisdiction of the State Tenure Commission will be subject to consideration under the Teachers' Tenure Act shall be considered as a grievance under this contract.

Those items excluded shall also include but not be limited to the following:

A. The termination, discipline of a teacher, and other prohibited subjects of bargaining.

B. The demotion of a teacher.

C. The assignment of extra-curricular positions.

Section 2: First Step: Grievances may be initiated by an individual teacher, or by the Association. Teachers either personally or with their representatives, or in the case of an Association grievance, Association representatives shall first discuss the matter with the principal within ten (10) school days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this manner. Within five (5) school days of the First Step meeting.

The principal shall provide a written response on the form mutually agreed to and shall submit the response to the grievant, Association and the superintendent.

Section 3: Second Step: Those grievances which have not been settled in the First Step and are to be appealed to the Second Step shall be submitted in writing to the Superintendent within ten (10) school days after the completion of Step 1, and shall state the facts upon which the grievance is based, when they occurred, the provisions of the contract which have been allegedly violated, the relief requested, and shall be signed by the teacher who is filling the grievance or an officer of the Association when the Association is filling the grievance.

The Superintendent, or his/her designee, shall meet with the grievant and/or Association representative or representatives within ten (10) school days after receipt of the grievance to consider the grievance. The Superintendent shall give a written answer to the aggrieved teacher and/or his Association representative or representatives within fifteen (15) school days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Superintendent.

Section 4: If the grievance has not been settled in the Second Step, the parties shall submit to non-binding mediation before a mediator assigned by the Michigan Employment Relations Commission. If the matter is resolved in mediation, the resolution shall be reduced to writing and the grievance will be resolved. If mediation is unsuccessful, the Association representative or representatives and not the individual grievant may process a grievance to arbitration provided such submission is made within fifteen (15) school days after notification from the parties that mediation was unsuccessful. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations then obtained within the time specified above and such rules shall govern the arbitration hearing. The provisions regarding arbitration are subject to the Michigan Uniform Arbitration Act MCL 691.1681. All arbitration hearings must be held at District offices.

Section 5: The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement nor hear any matter, which is excluded from the Grievance Procedures in this Article. Both parties agree to be bound by the award of the arbitrator provided the arbitrator has acted within the scope of his authority and subject to judicial review for legally recognized reasons. The Board and the Association shall share equally the arbitrator's fees and expenses.

Section 6: Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association. Any waiver or extension of time limits shall be in writing and signed by both parties.

Section 7: The presentation and discussion of grievances provided for in this Article shall take place outside of the regular school hours, except during the first two (2) steps of this procedure (Sections 2 and 3 of this Article) which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties.

Section 8: In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays Monday through Friday being as if they were school days in determining the time limits set forth above.

ARTICLE XVIII - SALARY PAYMENT REGULATION

Section 1: Pay days shall be on alternate Fridays. Each teacher shall have a choice of receiving pay in twenty-one (21) or twenty-six (26) equal installments. So as to prevent the payment for services before they are performed and depending on the school calendar, the pays may have to be divided into twenty-one (21) or twenty-seven (27) equal payments.

Section 2: Personal payroll information will be available electronically throughout the year.

Section 3: A teacher terminating employment in the District, prior to the end of the contract year, shall be paid any outstanding monies due as soon as the amount can with due diligence be determined.

Section 4: The salary payment schedule of each teacher shall remain in effect from year to year unless they notify the business office no later than July 1 of a desire to change the payment schedule for the following school year.

Section 5: All payments will be made using direct deposit for the employees.

ARTICLE XIX - STRIKES AND LOCKOUTS

Section 1: The Board and the Association subscribe to the principle that differences should be resolved by appropriate and peaceful means, in keeping with the high standards of the professions, without interruption of the school program.

Section 2: Accordingly, the Association and/or teachers agree that, during the term of this Agreement, it or they shall not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

Section 3: Also, the Board agrees that, during the terms of this Agreement, it shall not direct, instigate, participate in or support any lockout against the Association by the Board.

ARTICLE XX - TERMINATION PAY (AND RETIREMENT BENEFITS)

Section 1: Any teacher voluntarily resigning without cause or misconduct after ten (10) or more years, or retiring from the District after five (5) years of continuous employment, at the District may sell back to the District all unused, accumulated sick days. Teachers resigning from the District, shall be compensated at the rate of Twenty-Five Dollars and 00/100 ($25.00) for each accumulated day. Retiring teachers shall be compensated at the rate of fifty percent (50%) of the top substitute pay for each accumulated day.

Teachers who (1) retire through MPSERS after ten (10) or more years of service and (2) give notice of their retirement on or before March 15 of the current school year, shall receive One Hundred Dollars 00/100 ($100) for each day of their accumulated sick leave. Teachers who are retiring and give notice after March 15, shall receive fifty percent (50%) of the full day substitute pay for each day of their accumulated sick leave.

Section 2: Any teacher notifying the District, in writing prior to March 15 of an end of the school year voluntary resignation without cause for misconduct, shall receive a Five Hundred Dollar and 00/100 ($500) stipend to be paid in the last paycheck of the academic year.

ARTICLE XXI - GENERAL

Section 1: Teachers shall assist in enforcing all student conduct policies and state law as well as maintenance of control of students. The administration will provide teachers with reasonable assistance and support to enforce school policies. Individual teachers shall not be held accountable or responsible for the actions of other school employees.

Section 2: Teachers shall not be required to administer prescription drugs to students when at a school site, except in cases of emergency.

Section 3: Teachers shall not be required to perform the services of catheterization, suctioning and/or changing diapers, or any other services for which health care licensure is required.

Section 4: A teacher assigned a known special education student or a student with 504 Plan needs will be provided information regarding the needs of the student involved.

A. The employer or designee (not a classroom teacher) shall seek input before a student's IEPC from each of the student's general education teachers who will not be attending the student's IEPC regarding behavioral strategies/interventions, necessary accommodations/program modifications, and support for personnel.

B. Any teacher who will be providing instructional or other services to a student shall be given the opportunity and time to consult with the general education teacher who will be participating at the IEPC/504 Plan meeting.

C. Any teacher who will be providing instructional or other services in any setting, shall be informed of the student(s) who they are serving within five (5) school days after an IEP/504 Plan has been finalized or within five (5) school days after the beginning of a new trimester. The information provided will include: the student's name, the case manager's name, the disability, and the accommodations that are itemized in the IEP.

D. Teachers will have access to students' IEP/504 Plans at a centralized secure site in each building as designated by the responsible administrator. Additional information about a student's disabilities or accommodations shall be available upon request from the special education student's case manager or from the building's 504 administrator, to the extent that such disclosure can be made under State and Federal Law.

Section 5: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision, provided that invalidated provision involves a mandatory subject of bargaining.

Section 6: This Agreement shall supersede any rules, regulations or practices of the Board or the Association or teachers which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect.

Section 7: An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq., may reject, modify, or terminate this collective bargaining agreement as provided in the Act.

ARTICLE XXII - SEVERABILITY

The parties agree that any parts of this contract that are determined by MERC or the Appellate Court to embody prohibited subjects of bargaining or contain conditions not consistent with state and/or federal statute, shall not be enforceable.

ARTICLE XXIV - INSURANCE

Section 1: The insurance year shall be January 1 - December 31. The open enrollment period will be the month of November.

Section 2: The Association shall determine the insurance carrier and coverage and shall advise the Board of the coverage selected for each insurance benefit year.

Section 3: The Board shall contribute eighty percent (80%) of the medical benefit plan cost and the bargaining unit shall contribute twenty percent (20%) of the medical benefit plan cost, which amount shall be payroll deducted from the enrolled teacher's compensation.

Section 4: Consistent with PA 152 of 2011, the "monthly cost" of health insurance shall include fees, assessments, commissions, and taxes which come from the insurance carrier, company agent, Health Insurance Claims Act, or the Patient Protection and Affordable Care Act ("PPACA"), or other costs required to be accounted for under PA 152. The health insurance cap shall first be applied to medical premiums, then second to any payment, if any, made by the Board during the "medical benefit plan coverage year," toward Board reimbursement of copays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs.

Section 5: To be eligible for insurance, a teacher must meet the requirements of the Patient Protection and Affordable Care Act. For teachers who are assigned to a less than full-time position the Board's contribution shall be prorated by using the fraction of the full-time rate the teacher is contracted to teach.

Two person coverage is defined as employee/spouse or employee/child. Full family is defined as an employee, spouse, and child(ren).

Section 6: For all teachers continuously employed, insurance benefits allowed shall not be terminated prior to July 1st for any teacher leaving the employment of the Board after June 1st of the same school year. The Board's FTE teacher contribution shall cease for any teacher whose employment ceases or who goes on an unpaid leave of absence, other than a leave of absence under the Family and Medical Leave Act.

Section 7: Coverage will be subject to the rules and regulations of the carrier. If allowed by the insurer, insurance coverage will become effective on the first day of work during the school year. Coverage will be paid on a twelve (12) month basis for all teachers who work for the contract year September-June. A maximum of twelve (12) months of coverage shall be provided to each eligible teacher, beginning with the first day of work through August of each year, as long as the employee contribution portion has been paid.

Section 8: In the event that a teacher resigns during a school year, the insurance coverage shall cease for that employee on the teacher's resignation effective date. If a teacher retires during a school year, the retiring teacher's health insurance shall end on or before July 1 unless the parties agree to an alternative date for the insurance coverage to end. This provision shall not be subject to the grievance procedure and cannot be advanced to arbitration.

Section 9: Dual coverage (i.e., health insurance coverage for both spouses and/or dependents) shall not be permitted where both spouses are employed by the Board and are eligible for coverage. In that instance, one spouse shall be designated as the recipient for health insurance coverage purposes.

Section 10: An annual Board paid stipend, or contribution to an annuity, of Two Thousand Five Hundred Dollars ($2,500.00) shall be awarded to those who opt out of the district offered insurance. Those who are receiving Plan B insurance shall be awarded One Thousand Five Hundred Dollars ($1,500.00) in an annual Board paid stipend or contribution to an annuity.

ARTICLE XXV - DURATION

Section 1: This Agreement shall become effective as of the 1st day of July, 2024, and the terms and provisions thereof shall remain in full force and effective through June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in New Buffalo, Michigan on the 10th day of June, 2024.

BOARD OF EDUCATION OF NEW BUFFALO AREA SCHOOLS	NEW BUFFALO 5-C EDUCATION ASSOCIATION, MEA/NEA
_____ Its: President	_____ Its: President
_____ Its: Vice President	_____ Its: Vice President
_____ Its: Secretary	_____
_____ Its: Treasure	_____
_____ Its: Trustee	_____
_____ Its: Trustee	_____

APPENDIX A SALARY SCHEDULE 2024-2025

LEVEL	CONTRACT
0.5	51,095*
1	53,000**
2	54,905**
3	56,810**
4	58,715
5	60,620
6	62,525
7	64,430
8	66,335
9	68,240
10	70,145
11	72,050
12	73,955
13	75,860
14	77,765
15	79,670
16	81,575
17	83,480
18	85,385
19	87,290
20	89,195
21	91,100
22	93,000

*0.5 Level for 24-25 School year only

** Level 1,2 & 3 will be used for Schedule B stipends

APPENDIX A SALARY SCHEDULE 2025-2026

LEVEL	CONTRACT
1	54,590**
2	56,552**
3	58,514**
4	60,476
5	62,439
6	64,401
7	66,363
8	68,325
9	70,287
10	72,249
11	74,212
12	76,174
13	78,136
14	80,098
15	82,060
16	84,022
17	85,984
18	87,947
19	89,909
20	91,871
21	93,833
22	95,790

**** Level 1,2 & 3 will be used for Schedule B stipends

APPENDIX A SALARY SCHEDULE 2026-2027

LEVEL	CONTRACT
1	56,228**
2	58,249**
3	60,270**
4	62,291
5	64,312
6	66,333
7	68,354
8	70,375
9	72,396
10	74,417
11	76,438
12	78,459
13	80,480
14	82,501
15	84,522
16	86,543
17	88,564
18	90,585
19	92,606
20	94,627
21	96,648
22	98,664

**** Level 1,2 & 3 will be used for Schedule B stipends

Teachers who receive a rating of Needing Support on their end year evaluation, shall not be advanced on the salary schedule. Teachers impacted by this clause who are elevated as effective or developing the following year, shall recover their last step on the Appendix A Salary Schedule.

APPENDIX B - EXTRACURRICULAR SALARY SCHEDULE

Section 1: All positions listed are listed for purposes of a compensation scale for extracurricular duties, when such position is filled by a bargaining unit member. The fact that a position and salary is listed does not determine that a position in fact does exist. The Board of Education and administration determines each year what programs can be offered and who shall fill these positions in a given year.

Section 2: Non-athletic Appendix B positions will be compensated at the end of the trimester in which completion of the activity occurs. Contracts will be made available during the first week of the trimester in which the activity takes place if an individual has been appointed.

A. New Positions: If any new extracurricular positions are added during the duration of this Agreement, the parties agree to negotiate the compensation for such in the event a bargaining unit member is granted the position.

B. If a teacher/sponsor leads a program that will be covered as Academic Coach, Club Sponsor, in Appendix B, they must follow these guidelines:

- Meet with the appropriate building administrator to explain the program, mission, goals, time involved, relationship to curriculum, etc.
- Submit a list of interested students for clubs and the number of participants.
- If the principal approves, it will be submitted to the superintendent for approval/disapproval.

Section 3: The percentage shown will be applied to:

- Step 1 amount on Appendix A for employees with 1-2 years of experience in the position.
- Step 2 amount on Appendix A for employees with 3-4 years of experience in the position.
- Step 3 amount on Appendix A for employees with 5 or more years of experience in the position.

Sponsors who participate in regional playoffs or advanced competitions will receive an additional 10% of their extracurricular pay for each additional level of competition. For example: National Spelling Bee, State Quiz Bowl, Envirothon, Robotics, Regionals.

Teachers who meet the posted job qualifications shall be given first consideration for Appendix B positions when posted. Any individual may be terminated from their schedule B position if they demonstrate inadequate responsibility within their schedule B position and/or violates district policy(ies). A member of the bargaining unit meeting the qualifications for the position and appointed to the position, shall be compensated in accordance with the rates established unless there are cancellations due to a government shutdown or local health emergency. The percentage of compensation will be determined by the District.

Section 1: SCHOLASTIC - ACADEMIC COACHES

Geography Bee	Middle School	3%
Mock Trial	High School	3%
Peer-to-Peer (when not part of teaching load)	High School	3%
Project Close Up	High School	3%
Quiz Bowl	Middle/High	4%
Robotics Team Leader	High School	10%
Safety Patrol	Elementary	3%
Science Olympiad	Elementary	3%
Science Olympiad	Middle School	3%
Science Olympiad or Envirothon	High School	4%
Spelling Bee	Middle School	3%
Yearbook	Elementary	6%
Yearbook	Middle School	6%
Yearbook (not part of teaching load)	High School	6%
Yearbook (when part of teaching load)	High School	4%

Section 2: FINE ARTS

Art Display *Not during school day	ES (MS/HS)	3%
Assistant Musical Director/Choreographer	High School	6%
Asst. Band Dir.-Band Camp	High School	2%
Asst. Band Dir.-Marching Season	High School	2%
Band	(MS/HS)	12%
Band Director-Band Camp	High School	4%

Choir Director - District	High School	per trimester 2%
Music Program Director (Winter and Spring)	Elementary	per performance 3%
Color Guard	High School	3%
Honor's Choir	District	2%
Musical Pit Director	High School	3%
Musical Production Director	High School	9%
Play Production	High School	5%

Section 3: CLUBS

Club Sponsors		2%
Bison Ambassador Club	Elementary	2%
Bison Pride	Middle School	2%
Chess Club	MS / HS	2%
Clay Target Club	High School	2%
D & D Club	MS / HS	2%
D.C. Trip Advisor	Middle School	2%
Disney Trip Advisor (only the year of the trip)	High School	2%
Drama Club	District	2%
Future Educators of America	High School	2%
GSA Club	MS/HS School	2%
Ski Club	High School	3%
National Honor Society	High School	2%
National Junior Honor Society	Middle School	2%
Peer Mediation Club	High School	2%
Pokagon Youth Advisory Council	High School	2%

Pottery Club	High School	2%
Powerlifting Club	High School	2%
Radio Club	High School	2%
SADD	MS/HS School	2%
World Travel Club	High School	2%
Writers Workshop	High School	2%

Section 4: CLASS SPONSORS

5th Grade Camp/Additional Staff	Elementary	$200 per night
5th Grade Class Camp Teacher	Elementary	$300 per night
Freshman Advisor (2)	High School	2%
Junior Advisor (2)	High School	3%
Senior Advisor (2)	High School	3%
Sophomore Advisor (2)	High School	3%
Spanish Honor Society	High School	2%
Spanish Trip Advisor (year of the trip)	High School	2%
Spanish Jr. Honor Society	Middle School	2%
Student Senate	Elementary	3%
Student Senate	High School	6%
Student Senate	Middle School	3%

Section 5: Mentor

Mentor		2% of Step one

Section 6: TEACHER LEADERSHIP

Assistant ESL Coordinator	District	1%
Building Council	ES/MS/HS	2%
Crisis Intervention Specialist	ES/MS/HS	1.25%
ESL Coordinator	District	2%
School Improvement Team Chairperson (SIP)	ES/MS/HS	5%
School Improvement Team Member (SIP)	ES/MS/HS	3%
Technology Coach	ES/MS/HS	3%

DEFINITIONS:

Professional Development Day - part of an ongoing comprehensive professional development plan that addresses the long term professional needs of the individual as well as the long term change of practice in the building and the District.

Exam/Record Day - grading of exams, posting grades, elementary completes CA 60 recordings.

Work Day - uninterrupted, scheduled time for teachers to work on their professional responsibilities.

In the Schedule B chart, in the building section, a parenthesis denotes one stipend.

Unless denoted, Schedule B stipends may be split between persons.

If the number of students warrant an additional Schedule B person, the group shall submit a request to the superintendent for review.

Calendar - 2024-2025

Aug.	26	Professional Development	
	27	Work Day	(Open Houses)
	28	Professional Development	
	29	Professional Development	
Sep.	03	1/2 Day - Students	(Teachers - Work Day Afternoon)
Oct.	10	1/2 Day - Students	(Parent/Teacher Conf. 1-4 and 6-8)
	11	Professional Development	(No Students)
Nov.	20	Exams - Full Day	
	21	1/2 Day - Students - Exams/Records Day	
	22	1/2 Day - Students - Exams/Records Day	
	27 - 29	Thanksgiving Break	(Classes Resume 12/2)
Dec. 23/Jan. 3		Winter Bread Begins	(Classes Resume 1/06)
Jan.	16	1/2 Day - Students	(Parent/Teacher Conf. 1-4 and 6-8)
	17	1/2 Day - Students	(Teachers - PD in afternoon)
	20	MLK Day - No School - Students	(Teachers - PD)
Feb.	17	Presidents' Day - No School	(No Students/Teachers)
Mar.	05	Exams - Full Day	
	06	1/2 Day - Students - Exams/Records Day	
	07	1/2 Day - Students - Exams/Records Day	
	31	Spring Break	
Apr.	01-04	Spring Break	(Class Resumes 4/7)
May	01	1/2 Day - Students	(Parent/Teacher Conf. 1-4 and 6-8)
	02	1/2 Day - Students	(Teachers - PD in afternoon)
	26	Memorial Day - No School	
Jun.	04	Exams - Full Day	
	05	1/2 Day - Students - Exams/Records Day	
	06	1/2 Day - Students - Exams/Records Day	
	09	Teacher Record Workday	(No Students)

Calendar - 2025-2026

Aug.	25	Professional Development	
	26	Work Day	(Open Houses)
	27	Professional Development	
	28	Professional Development	
Sep.	02	1/2 Day - Students	(Teachers - Work Day Afternoon)
Oct.	09	1/2 Day - Students	(Parent/Teacher Conf. 1-4 and 6-8)
	10	Professional Development	(No Students)
Nov.	19	Exams - Full Day	
	20	1/2 Day - Students - Exams/Records Day	
	21	1/2 Day - Students - Exams/Records Day	
	26 - 28	Thanksgiving Break	(Classes Resume 12/1)
Dec. 22/Jan. 2		Winter Break Begins	(Classes Resume 1/05)
Jan.	15	1/2 Day - Students	(Parent/Teacher Conf. 1-4 and 6-8)
	16	1/2 Day - Students	(Teachers - PD in afternoon)
	19	MLK Day - No School - Students	(Teachers - PD)
Feb.	13	No School	(No School Teachers and Students)
	16	Presidents' Day - No School	
Mar.	04	Exams - Full Day	
	05	1/2 Day - Students - Exams/Records Day	
	06	1/2 Day - Students - Exams/Records Day	
	30 - 31	Spring Break	
Apr.	01-03	Spring Break	(Class Resumes 4/7)
	06	No School - Faculty & Students	(No School Teachers and Students)
	30	1/2 Day - Students	(Parent/Teacher Conf. 1-4 and 6-8)
May	01	1/2 Day - Students	(Teachers - PD in afternoon)
	25	Memorial Day - No School	
Jun.	05	Exams - Full Day	
	08	1/2 Day - Students - Exams/Records Day	
	09	1/2 Day - Students - Exams/Records Day	
	10	Teacher Record Workday	(No Students)

Revised: 04/09/2025

Calendar - 2026-2027

Aug.	31	Professional Development	
Sep.	01	Work Day	(Open Houses)
	02	Professional Development	
	03	Professional Development	
	08	1/2 Day - Students	(Teachers - Work Day Afternoon)
Oct.	09	Professional Development	(No Students)
	15	1/2 Day - Students	(Parent/Teacher Conf. 1-4 and 6-8)
	16	1/2 Day - Students	(Teachers - PD - Afternoon)
Nov. 25 - 27		Thanksgiving Break	(Classes Resume 11/30)
Dec.	02	Exams - Full Day	
	03	1/2 Day - Students - Exams/Records Day	
	04	1/2 Day - Students - Exams/Records Day	
Dec. 21/Jan. 1		Winter Break Begins	(Classes Resume 1/04)
Jan.	18	MLK Day - No School - Students	(Teachers - PD)
	28	1/2 Day - Students	(Parent/Teacher Conf. 1-4 and 6-8)
	29	1/2 Day - Students	(Teachers - PD - Afternoon)
Feb.	15	Presidents' Day - No School	(No Students/Teachers)
Mar.	10	Exams - Full Day	
	11	1/2 Day - Students - Exams/Records Day	
	12	1/2 Day - Students - Exams/Records Day	
	29 - 31	Spring Break	
Apr.	01-02	Spring Break	(Class Resumes 4/5)
	29	1/2 Day - Students	(Parent/Teacher Conf. 1-4 and 6-8)
	30	1/2 Day - Students	(Teachers - PD in afternoon)
May	31	Memorial Day - No School	
Jun.	09	Exams - Full Day	
	10	1/2 Day - Students - Exams/Records Day	
	11	1/2 Day - Students - Exams/Records Day	
	14	Teacher Record Workday	(No Students)

Revised 04/09/2025

APPENDIX D HEALTH INSURANCE

Full-time bargaining unit members shall select either Plan C or Plan B. An option enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

In the event a full-time (1.0 FTE) teacher, employed as of the date of ratification of this agreement, is subsequently rescheduled so as to become a part-time teacher, such teacher shall have the option to elect Plan "C" status. In the event a part-time teacher desires to elect Plan "C", they shall be allowed to select upon the condition they pay the difference in monthly premium between Plan "C" and Plan "B."

PLAN C - MESSA ABC 1 (MINIMUM DEDUCTIBLE AS SET BY IRS)

SINGLE	2PP/FAMILY
● In-Network Deductible: $1600 * ● In-Network Out of Pocket Cap: $1000 * ● Out-of-Network Deductible: $3200 * ● Out-of-Network Coinsurance: 20% of approved amount after deductible is met ● Out-of-Network Out-of-Pocket Cap: $2000* ● Prescription Coverage: MESSA ABC Rx ● Excludes Voluntary Abortion ● Dental 80/80/80/80: 1300/1000:2 (Single) ● VSP 3 (Single) ● Vision Plan Year Each 01/01 ● NegLTD 66 ⅔% Max $5000 * ● $40,000 PAK Life * ● $40,000 PAK AD&D ● Basic Term Life w/Med $5,000	● In-Network Deductible: $3200 * ● In-Network Out of Pocket Cap: $2000 * ● Out-of-Network Deductible: $6400 * ● Out-of-Network Coinsurance: 20% of approved amount after deductible is met ● Out-of-Network Out-of-Pocket Cap: $4000* ● Prescription Coverage: MESSA ABC Rx ● Excludes Voluntary Abortion ● Dental 80/80/80/80: 1300/1000:2 (Single) ● VSP 3 (Family) ● Vision Plan Year Each 01/01 ● NegLTD 66 ⅔% Max $5000 * ● $40,000 PAK LifeI * ● $40,000 PAK AD&D ● Basic Term Life w/Med $5,000 ● $40,000 STL + AD&D

* Subject to change in January per MESSA rates

PLAN B

Dental 100/90/90/90: 1500/1000 VSP 3
Vision Plan Year Each 01/01
Neg LTD 66 ⅔% Max $5000
$50,000 PAK Life *
$50,000 PAK AD&D *

* Subject to change in January per MESSA rates

Section 9: Dual coverage (i.e., health insurance coverage for both spouses and/or dependents) shall not be permitted where both spouses are employed by the Board and are eligible for coverage. In that instance, one spouse shall be designated as the recipient for health insurance coverage purposes.

Section 10: An annual Board paid stipend, or contribution to an annuity, of Two Thousand Five Hundred Dollars ($2,500.00) shall be awarded to those who opt out of the district offered insurance. Those who are receiving Plan B insurance shall be awarded One Thousand Five Hundred Dollars ($1,500.00) in an annual Board paid stipend or contribution to an annuity.

ARTICLE XXV - DURATION

Section 1: This Agreement shall become effective as of the 1st day of July, 2024, and the terms and provisions thereof shall remain in full force and effective through June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in New Buffalo, Michigan on the 10th day of June, 2024.

BOARD OF EDUCATION OF NEW BUFFALO AREA SCHOOLS	NEW BUFFALO 5-C EDUCATION ASSOCIATION, MEA/NEA
Its: President	Its: President
Its: Vice President	Its: Vice President
Its: Secretary	
Its: Treasure	
Its: Trustee	
Its: Trustee	

NEW BUFFALO AREA SCHOOLS

1112 EAST CLAY ST, NEW BUFFALO, MI 49117
PHONE: 269-469-6000 | FAX: 269-469-3315

Agreement for Compensation - ESL Coordinator / Assistant ESL Coordinator

This letter serves as a formal agreement between New Buffalo Area Schools and New Buffalo 5-C Education Association regarding compensation for services provided in the role of ESL Coordinator / ESL Assistant Coordinator.

The following terms apply:

1. **Effective Date**: This agreement will be effective from the start of the 24/25 school year and will continue unless otherwise amended or terminated.
2. **Payment Schedule**: Payments will be made at the end of each trimester.
3. **Duties and Responsibilities**: The ESL Coordinator is responsible for the oversight and management of the ESL program, including, but not limited to, student assessments, curriculum development, and coordination with faculty and staff to support the success of ESL students. A job description is on file with the Human Resources Director.
4. **Compensation:** the ESL Coordinator will receive compensation at the rate of **2% per trimester** for the duties performed as an ESL Coordinator. The Assistant ESL Coordinator will receive compensation at the rate of **1% per trimester** for the duties performed by an Assistant ESL Coordinator.

Acknowledgement and Agreement

I have read and understood the terms of this agreement and agree to the compensation arrangement as outlined above.

Adam Bowen, Superintendent	Lisa Werner, BOE President	Suzanne Cramer, President: NBEA 5-C
Signature	Signature	Signature
11.25.24	11-25-24	11/25/2024
Date	Date	Date

Appendix A

NEW BUFFALO AREA SCHOOLS BOARD OF EDUCATION

RETIREMENT INCENTIVE PLAN

2024

This Retirement Incentive Plan ("RI" or the "Plan") is entered into by and between the Board of Education (the "Board") of the New Buffalo Area Schools (the "District") and the New Buffalo 5-C Education Association, MEA-NEA (hereinafter the "Association"), pursuant to and in accordance with the terms of their 2024-2027 Master Agreement.

1. **Purpose of Plan**.

The purpose of this Plan is to assist eligible teachers covered by the Association's bargaining unit who may voluntarily elect to resign from the District. Participation in this Plan is entirely voluntary on the part of an eligible employee. Employees participating in the RI are agreeing to receive the RI benefit in exchange for relinquishing their tenure rights and any contractual rights to continued employment with the District as well as in exchange for the releases given by the employee in the RI Agreement and Waiver/Release of Claims (Attachment B).

The term "teacher" and other members identified in Article 1 for purposes of the Plan shall be defined co-extensively with the term "teacher" set forth in Article II of the 2024-2027 Master Agreement between the Board and the Association.

2. **Effectiveness of Plan.**

There will be a minimum of one (1) teacher and a maximum of three (3) teachers in this RI. If more than three (3) teachers apply by the deadline as noted below in paragraph 4(a-b) below, the parties will discuss the eligibility of the eligible participant, seniority will be the deciding factor for participation eligibility.

3. **Eligibility**.

To be eligible to participate in this Plan, a teacher must satisfy **all** of the following requirements:

a. The employee must have completed (as of June 30, 2025) twenty-eight (28) or more years of consecutive employment with the District as verified by the Board.

b. The employee must be employed by the Board as a full-time teacher on June 30, 2025, or be on approved leave at that time.

c. The employee must submit a written and executed RI Application (Attachment A), RI Agreement and Waiver/Release of Claims form (Attachment B), and a written resignation to the Board in accordance with the terms of this Plan.

d. The employee must make written application to participate in the RI not later than the deadlines specified in this Plan. Employees shall not be eligible to apply for participation in this Plan after **12:00 p.m. on February 18, 2025.**

4. **Open Window Provision**.

Eligible teachers (as defined immediately above in ¶ 3 of this Plan) may make application for participation in the Plan under the following timelines:

a. The Parties agree that the Employee will receive a copy of all documents pertaining to the Plan by December 10, 2024, so the teacher has the opportunity to review the documents. If any eligible applicant applies for the RI by the February 18, 2025 deadline, then the eligible employee will receive Fifteen Thousand Dollars and 00/100 ($15,000.00).

b. Eligible teachers who wish to apply for the Plan must concurrently submit a signed written resignation, RI Application (Attachment A), and RI Agreement and Waiver/Release of Claims (Attachment B) which are attached hereto and incorporated herein. The RI Application, resignation, and RI Agreement and Waiver/Release of Claims, signed by the teacher, must be received at the Superintendent's office not later than **12:00 p.m. on February 18, 2025**.

Failure to provide a written resignation, the properly signed RI Application, and RI Agreement and Waiver/Release of Claims within the above timelines will result in ineligibility and rejection of the teacher's application for participation in the Plan.

5. **Separation Date**.

A teacher who elects to participate in this Plan and thereby resign his/her employment rights shall, at the time of application, indicate in writing that his/her effective date of resignation will be not later than June 30, 2025. The teacher's resignation shall become irrevocable and binding upon acceptance by the Superintendent (or his designee), subject only to the revocation provisions found in ¶ 5 of Attachment B. Only approved resignations/retirements will be eligible for the payments identified in ¶ 4(a) and ¶ 6(a).

6. **Benefits and Exclusions**.

a. If between one (1) and three (3) eligible employees apply for the RI, the following disbursement option will be utilized:

- A payment of Fifteen Thousand Dollars and 00/100 ($15,000.00). The payment will be contributed through a 403(b) account. The installment will be paid on or before June 30, 2025.

b. Those teachers who elect the Plan **will also receive** all benefits under Article XX of the 2024-2027 Master Agreement. If a teacher elects to receive the Plan, the teacher will receive a Five Hundred Dollar ($500) stipend in the last paycheck of the school year.

c. If the RI participant becomes deceased prior to payment of the entire RI benefit, the District shall pay the remaining RI benefit to the participant's designated beneficiary subject to any applicable tax withholding. If the RI participant does not have a written beneficiary designation on file with the Board at the time of death, any remaining RI benefit shall be paid according to the priorities set forth in MCL 408.480.

d. The RI participant is entirely and exclusively responsible for any taxation consequences associated with the RI payment.

e. Payment under this RI shall be paid as a retirement incentive, not as compensation, and is not considered payment for services that have been, or will be, performed for the District as a public employee. Neither the Board nor the Association makes any representation as to the impact that the RI will have on future retirement benefits.

7. **Term of Plan**.

This Plan shall be effective beginning on December 10, 2024. This Plan shall terminate when all obligations and conditions of the Plan have been performed. On February 19, 2025, the District will announce to the union leadership and to the employees how many eligible employees applied and the incentive amount will be sent via email so the employees can have this information during the seven (7) day revocation period. The Board will be notified of this letter at the regular scheduled meeting on February 24, 2025. This letter of resignation shall be null and void in the event this Plan does not go into effect pursuant to the paragraph above.

The creation of this opportunity to participate in this Plan is intended by the Parties to act as a benefit and opportunity for those eligible teachers who elect to voluntarily resign and retire from the District. The creation of this opportunity or institution of this Plan shall not be precedent setting and shall not in any way bind the Board to continue or perpetuate the conditions outlined herein beyond the above-stated RI expiration date. This Plan shall not be funded with a separate trust or escrow arrangement. All benefits shall be paid from the New Buffalo Area Schools' general assets solely for the benefit of participants in accordance with IRC 403(b).

This Plan shall not be regarded as an obligation, established working condition, or as a term or condition of employment beyond the term specified above.

8. **Conformity to Collective Bargaining Agreement**.

The terms of this RI and the attached RI Agreement and Waiver/Release of Claims have been mutually discussed and agreed to by the Board and the Association. Accordingly, the Board and the Association acknowledge and agree that nothing in the terms of the RI, the Letter of Agreement authorizing the RI, or in the Waiver/Release of Claims shall be regarded as inconsistent with or contrary to the terms of their 2024-2027 Master Agreement. The Parties acknowledge that eligible teachers can receive any other benefit pursuant to the 2024-2027 Master Agreement which may apply to the eligible employee.

Further, any disputes regarding the meaning or implementation of this RI shall be processed through the grievance procedures set forth in the 2024-2027 Master Agreement or any successor collective bargaining agreement then in effect.

9. **Conformity to Law**.

If any provision or application of this Plan or Attachments A or B is determined to be invalid or contrary to law by a Court or administrative agency such provision shall be severed (to the extent required by law) but the remaining provisions of the RI and Attachments A and B shall not thereby be affected.

10. **Entire Agreement**.

This RI document and its attachments constitute the entire agreement between the parties and supersedes and terminates any prior or concurrent agreements, written or oral, regarding its subject matter. These documents constitute the sole and exclusive obligation of the parties to each other.

NEW BUFFALO AREA SCHOOLS BOARD OF EDUCATION	**NEW BUFFALO 5-C EDUCATION ASSOCIATION, MEA/NEA**
By: [signature]	By: [signature]
Its:	Its:
Date: 12-9-24	Date: December 11, 2024

NEW BUFFALO AREA SCHOOLS

1112 EAST CLAY ST, NEW BUFFALO, MI 49117
PHONE: 269-469-6000 | FAX: 269-469-3315

Letter of Agreement
between
New Buffalo Area Schools
and
New Buffalo 5-C Education Association

Explanation

Under current contract, as follows:

APPENDIX C/D – CALENDAR

To be changed as follows:

2025-2026 Calendar: October 10, 2025: PD Afternoon changed to Full Day PD
May 4, 2026: Full Day PD changed to Full Day Students in Session

2026-2027 Calendar: October 9, 2026: Full Day Students in session changed to PD Full Day/No School for Students
May 3, 2027: Full Day PD changed to Full Day Students in Session

Adam Bowen
Superintendent of Schools
4.9.25
Date

Suzanne Cramer
President, New Buffalo 5-C Education Assoc
4/10/2025
Date

NEW BUFFALO AREA SCHOOLS

1112 EAST CLAY ST, NEW BUFFALO, MI 49117
PHONE: 269-469-6000 | FAX: 269-469-3315

Letter of Agreement
between
New Buffalo Area Schools
and
New Buffalo 5-C Education Association

Explanation

Under current contract, as follows:

ARTICLE XI – PROFESSIONAL COMPENSATION

To be changed as follows:

Section 1:
Counselors may request to work additional days beyond the standard 185.5-day contract, not to exceed a total of 200.5 days annually. Such requests must be submitted in writing to the Superintendent on or before May 1 and must include a description of the duties to be performed, along with the number of days required to complete those duties for the upcoming school year. Approval of additional workdays *is at the sole discretion of the Superintendent. Approved days shall be compensated at the counselor's per diem rate. Written confirmation of approved additional days will be provided to the counselor by the Central Office.*

ARTICLE IX – TEACHER EVALUATION

To be changed as follows:

Section 1:
The 5D evaluation tool shall not be used for school counselors or the building trades teacher. In lieu of the 5D tool, these positions shall be evaluated based on job descriptions aligned with applicable evaluation timelines and procedures. On or before October 1 of each school year, a job description outlining responsibilities shall be submitted to the Superintendent. This document must be signed by the building principal, the school counselor, and/or the building trades teacher, signifying mutual agreement on the responsibilities for that school year which will be used for evaluation purposes.

Adam Bowen
Superintendent of Schools

6.9.25
Date

Kurt Raducha
President, New Buffalo 5-C Education Assoc

6-16-25
Date

LETTER OF AGREEMENT

This Letter of Agreement is entered into between NEW BUFFALO AREA SCHOOLS BOARD OF EDUCATION (the "District") and NEW BUFFALO 5-C EDUCATION ASSOCIATION (MEA-NEA)

(the "Association").

This agreement shall be in effect once the Berrien County Insurance Consortium is established by the initial participants from the school districts of Brandywine Community Schools, Bridgman Public Schools, Buchanan Community Schools, Eau Claire Public Schools, New Buffalo Area Schools, River Valley School District, and Watervliet Public Schools. Recognizing the importance of making quality health care products and services available and doing so in a cost effective manner, the District and the Association agree as follows:

1. The Parties acknowledges that the District has elected to become a member of an Berrien County Insurance Consortium (the "Consortium") as provided by the health insurance carrier MESSA.

   The parties recognize and acknowledge that insurance benefits, policy specifications, and coverages for employee benefit plans are subject to a bargaining under the Michigan Public Employment Relations Act (PERA). The parties further recognize and acknowledge that the allocation of premium responsibility for health insurance plans is subject to the limitations established by the Publicly Funded Health Insurance Contribution Act.

2. The District and the Association acknowledge that employee benefits or products will be made available to eligible Association bargaining unit members through the District's participation in the Consortium. The District and the Association have agreed that Association bargaining unit members will be allowed to enroll in those plans effective November 1, 2025 and that such plans or products made available through the Consortium shall replace those otherwise in effect for Association bargaining unit members on that date.

   Further, the District and the Association acknowledge and recognize that alternative plans with modified specifications may subsequently be made available through the same carrier selected to provide benefit plans or products through the Consortium.

   Open enrollment for the selection of health care options for the Consortium will be held from November 1 to November 20 each year for a January 1 implementation for the duration of this agreement.

3. The duration of the commitments made in this Letter of Agreement shall not be affected by the expiration of any current or successor collective bargaining agreement

between the District and the Association. The durational commitments for participation in the employee benefit plans accessed through the Consortium shall supersede any conflicting or contrary terms of an existing or successor collective bargaining agreement between the District and the Association, to the extent of any such conflict or inconsistency.

4. The Parties further voluntarily waive and relinquish their respective rights under PERA for the period beginning January 1, 2026 and concluding on December 31, 2028 to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified Insurance products and employee benefits plans through the Consortium. This waiver is limited to the bargaining of medical and ancillary insurance (dental, vision, life, and LTD) coverage. Further, the District and the Association agree that their designation of specified insurance products and employee benefit plans through the Consortium satisfies their mutual obligation to bargain over the benefits, policy specifications, and coverages of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans, as indicated in this Letter of Agreement.

5. Nothing in this Letter of Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Association to negotiate over allocation of premium responsibility between the District and enrolled Association bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled subject to the restriction on District expenditures for medical benefit plan costs under the Publicly Funded Health Insurance Contribution Act. Further, nothing in this Letter of Agreement constitutes a limitation on the obligation of the District to comply with those provisions of state or federal law that limit or regulate the amount of District payment for medical benefit plan costs.

6. Nothing in the terms of this Letter of Agreement is intended to confer eligibility upon any employee (or their eligible dependents, if applicable) to enroll in an employee benefit plans or programs, it being recognized that those eligibility determinations are set forth in the collective bargaining agreement between the District and the Association and are not intended to be altered or modified by the terms of this Letter of Agreement.

7. Should the Consortium dissolve or no longer function or operate, or if the district no longer participates in the Consortium, the District and Association agree the most recent medical and ancillary plan options available to the employees through the Consortium shall remain in effect until otherwise negotiated.

8. Any disputes over the interpretation, application, or implementation of the terms of this Letter of Agreement shall be resolved under the grievance procedure in the collective bargaining agreement then in effect between the District and the Association.

9. By entering into this Letter of Agreement, neither the District nor the Association amend, modify, waive, or qualify any other provisions, conditions, rights, or duties specified in their current or any successor collective bargaining agreement between them, except as are otherwise specifically waived, modified, or relinquished herein.

10. This Letter of Agreement shall become effective 7-15, 2025 and shall expire on December 31, 2028.

NEW BUFFALO AREA SCHOOLS BOARD OF EDUCATION

By: [signature]
Its: President
Dated: 7/28/25

NEW BUFFALO 5-C EDUCATION ASSOCIATION (MEA-NEA)

By: Kurt Raducha
Its: Kurt Raducha
Dated: 7-15-25