

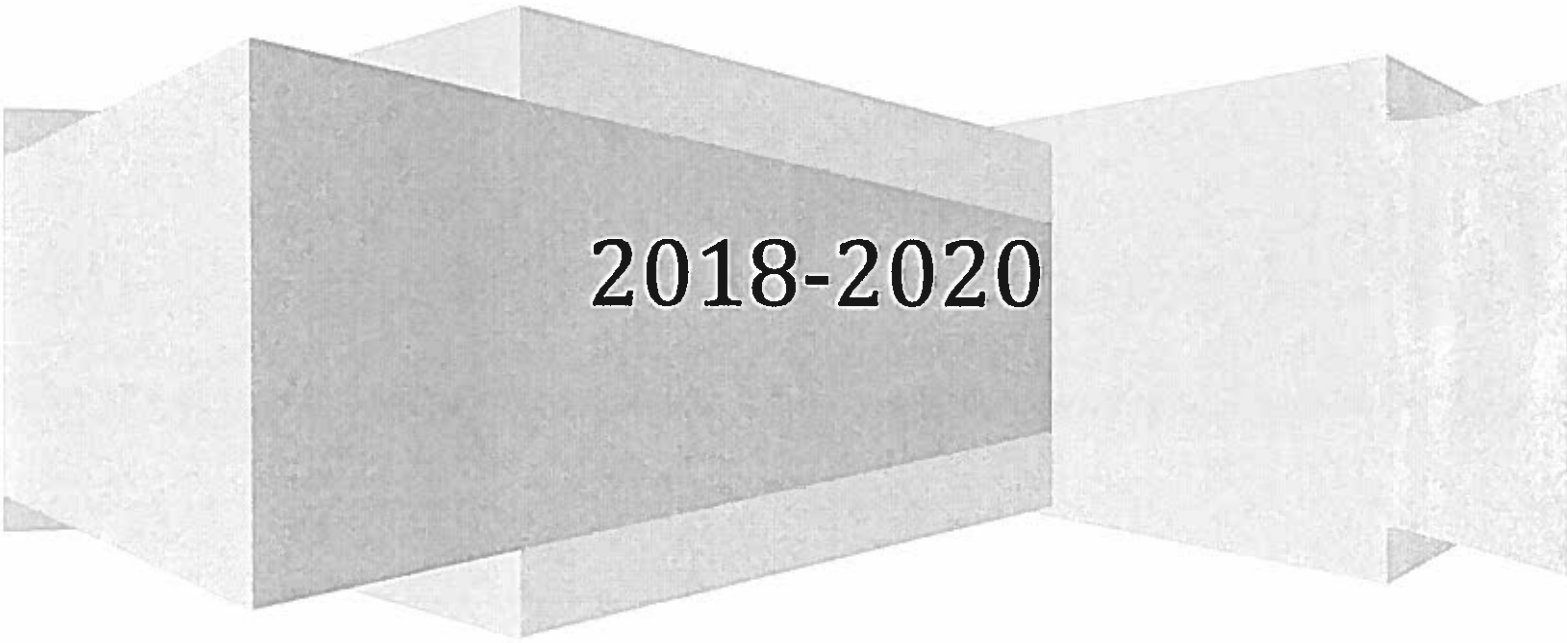
# **COLLECTIVE BARGAINING AGREEMENT**

**between the**

**LAINGSBURG COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

**and the**

**LAINGSBURG EDUCATION ASSOCIATION,  
MEA/NEA**



**2018-2020**

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## **AGREEMENT**

This Agreement is entered into on July 1, 2018 and is effective until midnight on June 30, 2020 by and between the Board of Education of the Laingsburg Community Schools, Laingsburg, Michigan (the "Board") and the Laingsburg Education Association (the "Association").

In consideration of the following mutual covenants, the parties agree as follows:

### **ARTICLE 1: RECOGNITION**

- A. The term "teacher" refers to employees included in the bargaining unit as set forth below. The term "Board" refers to the Board of Education, superintendent, and other Central Office Administrators, Principals, Assistant Principals, and all other supervisory personnel within the meaning of the Public Employment Relations Act ("PERA").
- B. The following teacher personnel who hold valid contracts with the District comprise this bargaining unit: Young Five teachers, K-12 classroom teachers, teachers of music, art, library, and physical education, counselors, and teachers of all special education classes, but excluding all supervisory and executive personnel, office, secretarial, clerical, cafeteria, maintenance and operational personnel, and bus drivers, as well as any other non-certified and certified personnel employed by the Board.
- C. Where the Board issues a temporary teacher contract, the temporary teacher will be part of the bargaining unit and the provisions of the temporary teacher's contract are subject to the terms and conditions of this Agreement.

A temporary teacher employed under these conditions will have no expectation of continued employment beyond the termination date of his/her contract.

- D. The Board will not negotiate with any teacher's organization other than the Association for the duration of this Agreement.

### **ARTICLE 2: ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES**

- A. Every teacher shall have the right to organize together or to form, join, or assist the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. The Board will not: directly or indirectly interfere with, restrain, or coerce teachers in the exercise of their rights guaranteed above; initiate, create, dominate, contribute to, or interfere with the formation or administration of the Association; discriminate as to wages, hours, and other terms and conditions of employment to encourage or discourage membership in the Association; discriminate against a teacher because he/she has given testimony or instituted proceedings under the PERA, or because of his/her participation in any lawful activities of the Association; or refuse to bargain collectively with representatives of the Association.

- B. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association on school premises. Bulletin boards in the teachers' lounges shall be available to the Association and its members.
- C. The Board will make available to the Association, in response to written requests, all available public information about the financial resources of the District, including, but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation, board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names: and addresses of all teachers, and such other public information as will assist the Association in collective bargaining, negotiating, and enforcement of this Agreement, together with public information which may be necessary for the Association to process any grievance or complaint. The Board reserves the right to determine what is germane to the matter so that confidential information on personnel does not become public.
- D. The Board shall consult with the Association on any tax programs, construction programs, or major revisions of educational policy which are under consideration. The Association shall be given an opportunity to advise the Board as to said matters before their adoption. Recommendations of the Association shall be deemed advisory only.
- E. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless it disrupts the educational environment of the District.
- F. This Agreement and the wages, hours, and other terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory, and without regard to race, religion, color, national origin, disability, age, height, weight, sex, or marital status.
- G. At the beginning of each school year, the Association shall be credited with ten (10) days, with pay, to be used by teachers designated by the Association as officers or agents of the Association. Such uses will be at the discretion of the Association. The Association must notify the Principal no less than three (3) school business days in advance of taking such leave. The Association shall also reimburse the Board for the cost for substitute teachers needed for teachers using Association leave days. The Association shall reimburse the Board on a current basis those sums paid to the Office of Retirement Services for Association leave time. No teacher will engage in Association activities during the teacher's normal teaching hours.
- H. All teachers shall notify the Board, as soon as possible of any intent to terminate employment and/or apply for a leave of absence within the District.
- I. It is the duty of all teachers to report to school on time.
- J. The Association may use school facilities and equipment, including computers and duplication equipment, at reasonable times when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed below shall be with administrative approval. The Association recognizes that all equipment in a building is ultimately the responsibility of the Principal. Association use of school equipment will be permitted, provided that:

1. The request is made and use is arranged for in advance.
  2. The use is strictly to service the legitimate business of the Association, such as records, notices, correspondence.
  3. The purpose is for internal business use of the Association and not for public distribution.
  4. Supplies, in connection with such equipment use, will be furnished or paid for by the Association.
- K. Teachers shall remain on duty as long as needed for emergency situations unless excused by the Building Principal. Such situations include, but are not limited to, severe weather warnings, civil or student disturbances, or other situations which may threaten the health or safety of students.
- L. It is the responsibility of each teacher to provide educational experience of the highest quality, including:
1. Careful daily preparation, including lesson plans
  2. Attendance at staff meetings
  3. Participation in activities of the school such as:
    - a. Parent-teacher conferences conducted up to four (4) evenings annually to three (3) hours duration.
    - b. Public performance of children in plays, concerts, athletic activities, or other extracurricular activities, to a maximum of four (4) per year
- M. Principals have the right to assign teachers within their building to periodically check restrooms and other locations where smoking or loitering is suspected. Such assignment shall be rotated among all bargaining unit employees within each building, subject to their individual classroom locations.
- N. Teachers shall be available, at reasonable times after regular school hours, for parent conferences and student help. Teachers shall arrange for conferences with parents when it appears that better understanding or more cooperative support from the home is required for the student's success in the program.
- O. Except for the lunch period, unassigned time of a teacher shall be devoted to his/her instructional duties and the care and concern of his/her students. A teacher should not plan to leave the building during unassigned time unless pre-arranged and approved by his/her Principal or designee.
- P. Teacher's responsibilities include but are not limited to the following:
1. Obligation to Students
    - a. Shall not, without just cause, restrain the student from independent action in his/her pursuit of learning, and shall not, without just cause, deny the student access to varying points of view;

- b. Shall not deliberately suppress or distort subject matter for which the teacher bears responsibility;
- c. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety;
- d. Shall not, on the grounds of race, religion, color, national origin, sex, or disability exclude any student from participation in, or deny benefits under, any program, nor grant any discriminatory consideration or advantage;
- e. Shall not use professional relationships with students for private advantage;
- f. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;
- g. Shall not tutor for remuneration students assigned to the teacher's classes unless approved by the building administrator.

## 2. Obligation to the Public

- a. Shall not misrepresent an institution or organization with which the teacher is affiliated and shall take precautions to distinguish between personal and institutional or organizational views;
- b. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions;
- c. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities;
- d. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

## 3. Employment Practices

- a. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency;
- b. Shall not delegate assigned tasks to unqualified personnel;
- c. Shall permit no commercial exploitation of the teacher's professional position;
- d. Shall use time granted for the purpose for which it is intended.

Q. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be

substantially altered without prior communication with the individual and/or the Association.

### **ARTICLE 3: RIGHTS OF THE BOARD**

- A. The Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the District, its properties, and its facilities, to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with this Agreement, including the right to:
  - 1. Hire all employees, subject to provisions of the law to determine employee qualifications.
  - 2. Discharge, demote, or otherwise discipline employees.
  - 3. Establish courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students as deemed necessary or advisable by the Board.
- B. Nothing contained in this Agreement shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other applicable laws.

### **ARTICLE 4: PAYROLL DEDUCTIONS**

- A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any such teacher and make appropriate remittance for annuities, credit union, savings bonds, or for any other plans or programs jointly approved by the Association and the Board. The District will arrange for direct deposit. Each teacher will be limited to one (1) transaction per check and a minimum of four (4) institutions will be mutually agreed upon by the Association and Board. Any problems associated with direct deposit will not be subject to the grievance procedure.
- B. Teachers have the choice to elect the distribution of their wages in either 21 or 26 pays for the school year. To accommodate either pay schedule, there will be years in which 22 or 27 pays are necessary. The Superintendent or designee will notify the Association President by the last teacher workday of the preceding school year when this anomaly occurs for a particular school year.

### **ARTICLE 5: TEACHING HOURS AND CLASS LOAD**

- A. All teachers will be in their respective buildings ten (10) minutes before the start of the student school day and ten (10) minutes after the end of the student school day.
- B. If a teacher is unavailable to teach, he/she shall notify the Principal or designee as early as possible before the start of the school day. Every effort will be made to report the absence at least one (1) hour before the start of the teacher's school day.
- C. The normal weekly teaching load in the high school and middle school buildings will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. This teaching load will not exceed five (5) hours and four (4) minutes of student contact per day. The normal daily teaching load in the elementary school building will not exceed five (5) hours and thirty-seven (37) minutes of student contact per day. Assignment to a supervised study period shall be considered a teaching period for the

purposes of this Article. No additional student-teacher contact time will be added without mutual agreement.

- D. If teaching assignments for part-time teachers are not scheduled in continuous blocks, the part-time teacher will be compensated for all unassigned periods scheduled within his/her teaching block. The rate of compensation for such periods will be the same as compensation for assigned periods.
- E. All teachers shall be entitled to a duty-free lunch period, except that all teachers may be asked to share supervision of students in case of emergency or early release as determined by the Principal.
- F. Elementary teachers shall be provided with two (2) relief periods per day; one (1) period will be forty-five (45) continuous minutes.
- G. If a teacher teaches more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation at \$20.00 per teaching period.
- H. Services to be rendered by teachers include their participation, outside of regular teaching hours, in up to nine (9) hours of general teachers' meetings per semester. These meetings shall be scheduled two (2) school days in advance, except in emergency, and attendance at said meeting shall be for all staff members affected and shall take precedence over all other activities. When practicable, teachers will be notified of the cancellation of said meeting one (1) school day in advance. Any faculty meeting called during normal work hours shall count toward the nine (9) hour requirement.

**ARTICLE 6: TEACHING CONDITIONS**

- A. Because the student-teacher ratio is an important aspect of an effective educational program, every effort will be made to bring class sizes to the following standards. Such effort may be dictated by the District's financial condition, the building facilities available, and the best interest of the students.

<u>Program</u>	<u>Maximum</u>
1. Young Five	20
Kindergarten	25
Grades 1 thru 5	26
2. Middle School (6-8)	27 (except for band and chorus)

Specialized classes will have maximums determined by available equipment/facilities, not to exceed 27.

ELA/writing courses	25
Physical Education	40

- 3. Secondary (9-12)                      29 (except for band and chorus)

Specialized classes will have maximums determined by available equipment/facilities, not to exceed 29.



ELA/Writing courses	25
Art	28
Physical Education	40

#### 4. Special Programs

Reasonable efforts will be made to procure special education teachers. If this is not possible, special attention will be given to reducing class size where special education students are placed in a regular classroom.

When a class size of a teacher for any class period exceeds the above limits at any time after the Fall official count day, the teacher may petition for relief or assistance to a joint committee comprised of two (2) administrators appointed by the Board and two (2) teachers appointed by the Association, giving the particulars of the situation. Some classes may exceed the recommended limit without creating an unusual problem for the teacher. All petitions for relief or assistance should include rationale for the particular situation and all petitions will have to be weighed on their relative merits.

If the committee cannot reach a decision, the matter shall be referred to the Board for decision at its next regularly scheduled meeting.

All petitions which are filed in the months of September and October shall be answered within four (4) weeks by the committee or the Board. All petitions received in subsequent months shall be answered within two (2) weeks. The joint committee shall render a decision concerning the type of relief or assistance which it recommends, and the Principal shall be directed to implement the committee's decision. The relief or assistance may include, but not be limited to, the help of a teacher aide; removing the additional students from the classroom; hiring additional certified teachers; providing more materials and/or equipment as requested by the teacher; or reimburse elementary regular classroom teachers who are assigned a class which exceeds these maximum standards an additional \$100.00 per student, per semester, based on the total daily class maximum enrollments stated above. Elementary specials teachers who are assigned a class which exceeds these maximum standards shall be reimbursed at a rate of \$3.30 per student, per class period, per week, per semester. High School and Middle School teachers who are assigned a class which exceeds the maximum standards shall receive \$40 per student, per semester.

The committee's decision shall not be subject to the grievance procedure.

The classroom teacher(s) involved may present his/her case to the committee and to the Board if the committee cannot reach a decision.

- B. When any class size averages fifteen (15) students or less, the class will be reviewed by the administration to determine if the class will continue.
- C. The Board will continue to make available, in each school, equipment to aid teachers in the preparation of instructional material.
- D. The Board shall provide:

1. A separate desk for each teacher in the District;
  2. Closet space for each teacher to store coat, overshoes, and personal articles, not to be reduced in size from present space;
  3. White board space in every classroom, not to be reduced in size from present space;
  4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach;
  5. An internet-ready device in every classroom for the teacher's sole use, ;
  6. Storage space in each classroom for instructional materials, not to be reduced in size from present space;
  7. Attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibilities as approved by the Superintendent;
  8. Gym and coaching uniforms for physical education teachers, smocks for art and human ecology teachers, laboratory coats for laboratory science teachers, and shop coats for vocational and industrial education teachers, all such items requiring prior approval of the Principal;
  9. Lockable space for each teacher.
- E. At the Board's discretion, teacher aides will be engaged for nonprofessional duties and responsibilities of teachers, provided funds are available.
- F. The Board shall make available in each school restroom facilities exclusively for teacher use, and at least one furnished room which shall be reserved for use as a faculty lounge. Provision for such facilities will be made in all future buildings.
- G. Off-street paved parking facilities will continue to be provided and maintained for school personnel.
- H. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being, other than that considered normal for the type of position which they hold.
- I. The District will have no less than the minimum number of hours of instruction to ensure the District receives all state aid for which it would otherwise be entitled. If instructional hours/days need to be made up, the Superintendent will consult with the Association leadership in an effort to reach a mutually agreed upon schedule of added hours/days. If no mutual agreement is reached within ten (10) workdays from the date of the hours lost, the Board will determine how the hours/days will be made up. Under no circumstances, however, will hours/days be added on a Saturday or a Sunday, unless mutually agreed to by the Board and the Association. The official closing date of the school year will be confirmed through mutual agreement of the Association and the Board by April 15 each school year.

Staff In-Service: Additional half-days may be designated for in-service by mutual agreement of the Association and the Board.

Such rescheduling shall not affect or otherwise require an adjustment of salary, compensation, or other benefits provided within this Agreement.

- J. Vending machines may be installed and maintained by the Association in the teacher's lounges. Proceeds from such machines shall be donated to a scholarship fund administered by the Association.
- K. The Board and the Association encourage the involvement of parents and community members in the education of our youth. This involvement may include the visitation of our buildings and classrooms. A meeting will be held by the Principal and the teacher(s) to resolve issues that need to be addressed.

#### **ARTICLE 7: DEPARTMENT CHAIRPERSON**

- A. Teachers in any department in the High School and the Principal shall annually select from among the teaching staff a department chairperson. The department chairperson shall exercise coordinating functions in inter- and intra- departmental relations, including serving as liaison between the teachers of the department and the school administration. Such chairpersons shall not be considered supervisory employees.
- B. Department chairpersons shall be established in the High School for the following departments:
  - 1. Language Arts
  - 2. Social Science
  - 3. Vocational Education
    - a. Agriculture
    - b. Technical Education
    - c. Life Management
    - d. Business
  - 4. Fine Arts (includes Music and Art)
  - 5. Physical Education
  - 6. Math
  - 7. Science
- C. The department chairperson shall, at the request of the Administration, submit a brief written report of the findings, recommendations, activities, and accomplishments within the department. If requested, this written report shall be made to the office of the Principal no later than April 1st of each school year.

#### **ARTICLE 8: QUALIFICATIONS**

- A. All teachers shall meet the qualification requirements established by the Michigan Department of Education.

## ARTICLE 9: VACANCIES, ASSIGNMENTS, AND TRANSFERS

Vacancy shall be defined as a newly-created position, a position within the District presently unfilled due to a teacher leaving the system, or a position within the District presently unfilled due to a teacher taking another open position in the system.

- A. When vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such vacancy may be filled on a temporary or tentative basis until the end of the semester or school year.
- B. Interested teachers shall follow the procedure as set forth in Section D of this Article.
- C. Requests by a teacher for assignment to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) with the Association. The application shall set forth the reason(s) for requesting the assignment, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- D. The assignments of adult education, summer school, and driver's education courses, and those extra duties listed in Appendix B shall not be obligatory, but shall be with the consent of the teacher. Such vacancies shall be posted, thus providing an opportunity for bargaining unit employees to apply for said positions.

## ARTICLE 10: PAID LEAVE DAYS

- A. A total of eleven (11) leave days shall be granted to each teacher. Four (4) of those days may be used for personal business. The unused portion of these days is to be accumulative to an unlimited total. Personal business is defined as important business which may not be taken care of outside of school hours. A teacher planning to use a personal leave day shall notify the Principal, in writing, stating the date for personal leave, three (3) school business days in advance. Not more than four (4) teachers within the bargaining unit may take personal leave days at the same time. No personal leave days shall be taken on the day before or after a holiday or vacation period. Accumulated days shall be used only for sick days as defined below:
  - 1. Personal illness or disability. The bargaining unit employee may use all or any portion of his/her leave to recover from his/her own illness or disability.
  - 2. Illness in the teacher's family. Family is defined as parents, spouse, children, and parents-in-law.
  - 3. "Bereavement Leave" shall not be considered as sick leave and shall be non-accumulative.
    - a. Death of a relative. Relative is defined as parents, brothers, sisters, parents-in-law, brothers-in-law, sisters-in-law, grandparents, and grandchildren. The bargaining unit employee may use three (3) days for a death of person listed above not to be taken from sick days. Up to two (2) additional days may be taken from sick leave.
    - b. Death of spouse or child. The bargaining unit employee may use up to five (5) days for a death

of a spouse or child not to be taken from sick days. Additional days may be taken from the employee's sick days without limit.

4. Family and Medical Leave Act. A teacher may use his/her leave days during any period of time covered under the Family and Medical Leave Act per Section G below.
5. Leave for emergencies may be granted at the discretion of the Superintendent. Such absences are to be charged against sick leave.
6. Allowance for sick leave for staff employed less than one (1) year will be pro-rated on the basis of one (1) day earned per month worked.
7. Teachers using more than their accumulated number of sick days shall have the appropriate pro-rated amount deducted from the following pay.
8. Employees using less than one-half day shall have leave deducted to the nearest tenth as dictated by computer operation. (1-42 minutes = 0.1; 43-84 minutes = 0.2; 85-126 minutes = 0.3; 127-168 minutes = 0.4.) Each Principal has the discretion to determine whether a staff absence during common preparation periods is chargeable in accordance with this section.

The Principal's discretion to approve non-chargeable absences during the common preparation periods will be exercised on an individual case basis. The Principal's decision will be based on the information provided by the teacher requesting the approval.

A teacher excused for a non-chargeable absence will not have leave time deducted from their accumulated leave days unless such absence extends into the student instructional day. When leave time is deducted it will be for the full time period of the absence.

- B. Absence due to injury or illness incurred on the premises or during a directed activity related to school functions shall not be charged against the teacher's sick leave. The Board shall pay to such a teacher the difference between his/her salary and benefits received under the Worker's Compensation Act for the remainder of such absence, not to exceed one (1) year from the date of the work-related incident giving rise to Worker's Compensation coverage.
- C. A teacher absent from work because of his/her contracting a contagious disease which has infected more than 25% of the school's student population at one time (as verified by District attendance records) shall suffer no loss of compensation and shall not be charged with sick leave.
- D. A teacher called for jury duty shall be fully compensated for lost time. The Board retains the right to ask the judicial authority to excuse a teacher from jury duty if it would create a hardship on the District. Any pay received for jury duty will be turned in to the District to qualify the individual for full pay.
- E. Leaves of absence with pay, not chargeable against leave days, shall be granted in connection with an appearance before a court or an administrative agency when the teacher is subpoenaed as a witness. Leave with pay shall not be granted if the teacher is found guilty of a felony or misdemeanor, or if the teacher is a plaintiff in a suit against the Board or if the teacher is connected with any MERC hearing

involving the Board and the Association, unless the teacher is subpoenaed by the Board. A teacher may use personal business leave when subpoenaed for a reason not covered above.

Leave days with pay shall not be granted if the teacher is a plaintiff in a suit against the Board, or if the teacher is connected with an unfair labor practice hearing involving the Board and the Association.

- F. The Board may grant a sabbatical leave of one (1) year, upon application, in accordance with Section 1235 of the Revised School Code. If a sabbatical leave is granted, the Board will provide one-half (1/2) of the current annual salary for one (1) teacher, provided said teacher returns to the District for a period of not less than one (1) full year after completing the sabbatical leave. The one-half (1/2) of the salary earned during the sabbatical leave shall be added to the teacher's regular salary and prorated over the regular pay period of the following year, either 21 or 26 payments. The teacher shall continue to receive fringe benefits as provided by the Board while on sabbatical leave. The application shall state the reasons for requesting, and the use that is to be made of, a sabbatical leave and shall be presented to the Board by March 1st of the year before which the leave is requested.

G. FAMILY AND MEDICAL LEAVE (FMLA)

1. Upon request, the employer shall grant a leave of absence to any bargaining unit employee, pursuant to the Family and Medical Leave Act (FMLA) and the eligibility requirements as contained therein, for any of the following purposes:
  - a. The serious health condition of the employee; or
  - b. The serious health condition of a family employee (including spouse, child, or parent); or
  - c. The birth of a child; or
  - d. The placement of a child for adoption or foster care.

Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

The maximum accumulated leave time granted pursuant to this Section shall be limited to twelve (12) full weeks (60 work days) during the District's normal fiscal year (July 1 - June 30).

2. Upon return from the leave, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.
3. The employee must first use 50% of his/her accumulated paid leave for FMLA leave. The remainder of the employee's FMLA leave will be unpaid. The employee may, but is not required to, use his/her remaining accumulated paid leave for FMLA leave. The 50% calculation is based on the employee's accumulated paid leave days at the beginning of the school year in which the leave is being taken.

4. Health, Dental, and Vision benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
5. Seniority shall continue to accrue during the leave.
6. The employee shall have the right to take the leave on a reduced or intermittent schedule pursuant to the restrictions as contained in the Act.
7. The Employer may recoup the cost of the premiums paid on behalf of the employee during the leave if the employee fails to return to work.
8. Whenever practicable, the employee will provide the employer at least thirty (30) calendar day's written notice of the request for the leave. The written notice shall include the reason for the request; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave. For planned medical treatment, an employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer.
9. The Employer may extend or require that additional leave be taken by an instructional employee in certain circumstances as governed by the FMLA.
10. Except as provided in Section G.3., leaves requested pursuant to sections A through G above and those in Article 11 shall not be charged against the FMLA limits.

## **ARTICLE 11: UNPAID LEAVES OF ABSENCE**

### **A. Educational Leave**

1. A leave of absence of up to one (1) year may be granted to any tenure teacher, upon application, for the purpose of engaging in study, reasonably related to his/her professional responsibilities, at an accredited college or university.
2. A teacher will be granted full seniority credit for the time on educational leave. Upon return from such a leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during the leave.

### **B. Uniformed Services Leave**

1. A uniformed services leave of absence from the District shall be granted to any teacher, upon application, who is inducted in or enlists for duty in any uniformed services of the United States.
2. A teacher will be granted full seniority credit for the time on uniformed services leave. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during the leave, up to a maximum of three (3) years.

### **C. Public Office Leave**

1. A leave of absence shall be granted to any teacher, upon application, for the purpose of campaigning for, or serving in, a public office.
2. Upon return from such leave, a teacher shall be placed on the salary schedule at the same step from which he/she went on leave. A teacher will be granted full seniority credit for the time on public office leave.

#### D. Parental Leave

1. A parental leave of absence without pay shall be granted, upon request, to teachers who become parents of a newborn(s). Such leave must be requested in writing before the six (6) week post-natal examination, but not less than thirty (30) days before the date the leave is to become effective. Such leave shall be granted until the end of the semester in which the leave was requested or until the beginning of the next school year. Upon request of the teacher, the Board shall approve the extension of the leave for one (1) additional school year.
2. A teacher will be granted full seniority credit for the time on parental leave. Upon return from such a leave, a teacher shall be placed on the salary schedule at the same step from which the teacher went on leave.

#### E. Maternity Leave

1. If a teacher desires a leave of absence, she must file a written request with the Superintendent at least thirty (30) days before the anticipated date of such leave.
2. Any leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period, usually six (6) weeks after termination of the pregnancy.
3. After the termination of the pregnancy, the teacher shall be permitted to return from leave at any time. However, unless parental leave has been granted, such return shall be no later than following the post-natal examination period, usually six (6) weeks after termination of the pregnancy.
4. Section I of this Article (Notification Requirements) does not apply.
5. A teacher will be granted full seniority credit for the time on maternity leave. Upon return from such leave, a teacher shall be placed on the salary schedule at the same step from which the teacher went on leave.

#### F. Adoptive Leave

1. Any teacher may apply for an adoptive leave without pay. When first notified of acceptance as an adoptive parent by the adoption agency, the teacher shall apply to the Superintendent for an adoptive leave. Such leave shall commence when the teacher assumes custody of the child and continue until the beginning of the next school year. Upon request of the teacher, the Board shall approve the extension of the leave for one (1) additional school year.



2. A teacher will be granted full seniority credit for the time on adoptive leave. Upon return from such leave, a teacher shall be placed on the salary schedule at the same step from which the teacher went on leave.

#### G. Health Leave

1. Any teacher whose personal illness extends beyond the period compensable under Article 10.A. (Paid Leave Days) and is not covered under Article 19.A. (Plans A and B, Long Term Disability) shall be granted a leave of absence without pay for reasons of health which, in accordance with general school laws, may not exceed one year from the date granted by the Board. Extensions of such leave may be granted by the Board upon written request of the teacher.

Upon return from a leave of absence for personal illness or reasons of health, the teacher shall, at the teacher's request, be returned to the same position held before the leave, provided that the leave does not exceed sixty (60) school days or the date of return does not fall within the last thirty (30) school days of the school year. In such instances, the teacher shall be returned to a comparable position for the balance of the school year.

2. Before return from a leave of absence for reasons of health, the Board may require the teacher to provide a certificate of good physical and/or mental health. The Board reserves the right to have teachers returning from such a leave promptly examined by a doctor of its choice at Board expense.
3. A teacher will be granted full seniority credit for the time on health leave. Upon return from such a leave, a teacher shall be placed on the salary schedule at the same step from which the teacher went on leave.

#### H. Leaves for Other Purposes

1. An unpaid leave of absence of up to one (1) year may be granted to any teacher, upon application, at the discretion of the Board. Upon return from such leave, a teacher shall be placed on the salary schedule at the same step from which he/she went on leave. A teacher will be granted full seniority credit for the time on this approved leave.

#### I. Notification Requirements

1. Whenever possible, leave requests shall be made at least thirty (30) days before the time a decision is necessary.
2. Teachers on leave of absence shall be contacted by certified letter sixty (60) days before the expiration of their leave to apprise them of their obligation to return to work. A teacher who fails to respond within thirty (30) days before the expiration of his/her leave shall lose seniority.

- J. A teacher granted a leave of absence under this Article shall be entitled to return from such leave, provided that he/she is certified and qualified for a position.

## **ARTICLE 12: MEDICAL EXAMINATION**

- A. The Board may require a teacher to obtain and submit to the District, at Board expense, a health certificate from the District's qualified physician, or the teacher's personal qualified physician, at a rate not to exceed that charged by the District's physician.
- B. For illness resulting in more than one (1) work week of absences, a qualified physician's written statement of clearance to return to employment must be presented to the Principal.

## **ARTICLE 13: ACADEMIC FREEDOM**

- A. No special limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas, except that:
  - 1. The teacher must be acting within his/her certified area in accordance with accepted courses of study.
  - 2. The teacher must submit an outline to his/her Principal of any "controversial" areas, so that the Board is aware of and has the opportunity to discuss the areas with the teacher. The teacher must have written permission from the Principal when an outside resource person is being brought in.
  - 3. The teacher must exercise responsibility and prudence and must carefully consider the maturity level of the student and the special circumstances that surround the teacher/learner relationship.

## **ARTICLE 14: PERSONNEL FILE**

- A. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

## **ARTICLE 15: PROFESSIONAL BEHAVIOR**

- A. Teachers shall comply with rules, regulations, and directions adopted by the Board which are not inconsistent with this Agreement. A teacher may reasonably refuse to carry out an order which threatens physical safety or health.
- B. Any complaints by a parent or guardian of a student directed toward a teacher shall be promptly called to the teacher's attention, unless such notice, in the sole judgment of the involved administrator, would compromise an investigation of alleged misconduct.
- C. Any administrative action and remedy shall be in writing unless such notice, in the sole judgment of the involved administrator, would compromise an investigation of alleged misconduct. The teacher may submit a written reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

When a criminal investigation is in progress, all materials relating to that investigation shall be kept in a separate file until a determination of the investigation has been made. If a charge is unsubstantiated, all materials relating to the incident shall be destroyed unless retention is required by law. This

procedure does not apply to investigative materials which may be related to employee discipline.

#### **ARTICLE 16: PROFESSIONAL IMPROVEMENT**

- A. The Board, Administration, and the Association acknowledge the desirability of professional growth through conferences, workshops, or seminars oriented to improve the teacher's professional competency.
- B. Upon approval, travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher.
- C. A teacher shall make a written request to attend a conference, workshop, or seminar with his/her Principal. Such request shall be given serious consideration by the administration. A written determination will be made on the basis of Board goals, the teacher's assignment, and the availability of budgetary funds.
- D. Monies will be budgeted exclusively for teacher-selected conferences. Each building staff will determine a process for the distribution and use of those monies.
- E. Teachers may be required to attend in-service programs that may be scheduled the week before school begins in August or the week after school closes in June. Teachers shall be paid the substitute daily rate for attendance at these programs (if these days fall outside the District calendar). Teachers shall be notified at least six (6) months in advance of their required attendance. Attendance requirement exceptions may be made by the superintendent at his/her discretion.
- F. Beginning teachers shall be reimbursed for graduate credits taken at an accredited university towards continuing certification. Reimbursement will be at the rate of one hundred dollars (\$100) per credit with a maximum of three hundred (\$300) dollars in any one (1) year (July 1 - June 30). This provision shall be for beginning teachers during their first five (5) years of professional service.

Payment will be made upon documentation of payment for credits and successful completion of the class.

#### **ARTICLE 17: PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement are set forth in the salary schedule, which is attached to and incorporated in this Agreement as Appendix A. Such salary schedule shall remain in effect during the terms of this Agreement.
- B. Before August 1, 2012, all teachers newly employed shall be given full credit on the salary schedule for up to seven (7) years of outside teaching experience in any school district. For Association bargaining unit employees hired on or after August 1, 2012, salary credit for teaching experience outside the District may be granted up to and including ten (10) years.
- C. All fully-certified teachers, excluding special certification, shall receive additional compensation as set forth in Appendix A for hours beyond the Bachelor's degree, including qualified SCECHs. To receive the full amount, in full, credits or qualified SCECHs must be earned before the beginning of the school year. One-half (1/2) of the difference in credit levels will be paid for credits or qualified

SCECHs earned during the first semester of the school year, September 1st to January 31st.

- D. Teachers involved in extra-duty assignments set forth in the schedule which is attached to and incorporated in this Agreement as Appendix B shall be compensated in accordance with its provisions.
- E. Teachers, required in the course of their work to drive personal vehicles from one school building to another, shall receive a vehicle allowance based on the current Internal Revenue Service rate. The same allowance shall be given for use of personal vehicles for field trips or District business. The Board shall provide liability insurance protection for teachers when their personal vehicles are used, as provided in this section.
- F. Each teacher employed by the Board shall be issued teaching and extra pay contracts for extra duties by the date they assume such duties. Said contracts shall be in duplicate, one copy to be retained by the teacher and the other by the Board or its designee.
- G. Longevity payments will be made according to the following schedule:
  - 1. After completion of fifteen (15) years of teaching experience in the District, a teacher shall receive an annual lump sum payment of one thousand one hundred fifty dollars (\$1,150) payable in the first check in June.
  - 2. After completion of twenty (20) years of teaching experience in the District, a teacher shall receive an annual lump sum payment of one thousand three hundred and fifty dollars (\$1,350) payable in the first check in June.
  - 3. After completion of twenty-five (25) years of teaching experience in the District, a teacher shall receive an annual lump sum payment of one thousand five hundred and fifty dollars (\$1,550) payable in the first check in June.
- H. Upon voluntary retirement from the District at the conclusion of the then-current school year, a teacher shall receive One Thousand Dollars (\$1,000), if written resignation for purposes of retirement effective no later than June 30 of the current school year, is provided to the Superintendent no later than 4:00 p.m. on the second Monday in April.

#### **ARTICLE 18: STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. Each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. Disciplinary actions and methods invoked by teachers shall be reasonable, just, and in accordance with established Board policy. It shall be the teacher's responsibility to report to his/her Principal the name of any student who, in the teacher's opinion, needs particular assistance from skilled personnel. The teacher shall be advised by the Principal of the disposition of the teacher's report that a particular student needs such assistance.
- B. A teacher may use such reasonable physical force as permitted by Section 1312 of the Revised School Code.

- C. A teacher may exclude a student from one (1) class session when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal, at the end of that session, full particulars of the incident.
- D. Any physical assault or threat of bodily harm upon a teacher shall be promptly reported to the Board or its designee. In response to the teacher's written request, the Board shall provide legal counsel to advise the teacher of his/her rights and obligations as to such physical assault or threat of bodily harm and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Time lost by a teacher for consultation or court appearances in connection with any incident mentioned in Sections D. shall not be charged against the teacher's paid leave days.
- E. If any teacher is complained against or sued as a result of any reasonable action as defined by a court of law, and taken by the teacher while in the scope of his/her employment with the District, the Board shall provide legal counsel and render all reasonable assistance to the teacher in his/her defense, when requested in writing by the teacher. If a final decision issued by a court or administrative agency indicates the teacher's liability for this action, all costs of assistance rendered to the teacher pursuant to this section and not covered by the District's insurance carrier, shall be reimbursed by the teacher.
- F. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property, excluding vehicles, while the teacher is on duty for the District and the damage results from the teacher's involvement in maintaining discipline, on or off school premises.

#### **ARTICLE 19: INSURANCE PROTECTION**

- A. The Board will provide, upon application, hospital-medical care insurance protection for each full-time teacher and his/her immediate family for the year beginning September 1 and ending August 31. The carrier shall be approved by the Board.

The District's contribution to the medical benefit plan for bargaining unit employees shall not exceed the statutory health insurance premium "hard cap" established by the Department of Treasury pursuant to the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. A bargaining unit employee shall pay any cost that exceeds this amount, which payment shall be made through payroll deduction and deducted on a pro-rata basis for each payroll for twelve (12) months. The District shall pay all other non-medical MESSA Pak A and Pak B benefits described below.

#### PLAN A

Bargaining unit employees electing health insurance shall receive Plan A to include the following benefits:

HEALTH PLAN MESSA ABC Plan 1 PPO with three options related to co-pays and prescription drugs as described in the twelve-page document entitled "MESSA ABC Plan 1 Medical Plan Highlights" attached to Appendix D (Medical Plan). The three Plan options each include \$1350/\$2700 HSA, with HSA funding of \$1250/\$2500.

**DENTAL (See Appendix E)**

**VISION**

- Complete Vision Examination Maximum \$64.00
- Single Vision Prescription Maximum per Pair of Lenses \$84.00\*\*
- Bifocal Prescription Maximum per Pair of Lenses \$96.00\*\*
- Trifocal Prescription Maximum per Pair of Lenses \$120.00\*\*
- Lenticular Prescription Maximum per Pair of Lenses \$144.00\*\*
- Contact Lens Prescription Maximum per Pair of Lenses \$200.00\*\*
- Standard-type Frames maximum \$130.00

\*\* \$110.00 allowance each for tint, scratch coat, anti-reflective, transitional, polarization, UV coating, polycarbonate, fitting fee

**BENEFIT DETERMINATION PERIOD: July 1 through June 30**

**SERVICE FREQUENCY:**

- Vision Examination: Once every 12 months
- Lenses: Once every 12 months
- Frames: Once every 12 months

**EXTERNAL COORDINATION OF BENEFITS ONLY: Not Included (Any spouse or child who is eligible for benefits as an Employee, or who is entitled to benefits under any extension of such eligibility of benefits, is not a dependent.)**

**LIFE INSURANCE: \$30,000 Life with AD&D (accidental death & dismemberment)**

**LONG-TERM DISABILITY: 66⅔%, \$5,000 monthly maximum; 90-day modified fill 2-year limit on own occupation social security offsets primary and family minimum payout 5%, freeze on offsets, a/d, and m/n same as any other illness, standard maternity coverage standard rehabilitation benefits pre-existing condition waiver.**

**PLAN B**

**Bargaining unit employees not electing health insurance shall receive Plan B to include the following benefits:**

**HEALTH PLAN: None – In lieu of health insurance, the employee shall receive \$150 per month on the condition that: (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.**

<b>DENTAL</b>	<b>Same as Plan A</b>
<b>VISION</b>	<b>Same as Plan A</b>
<b>LIFE</b>	<b>Same as Plan A</b>
<b>LONG-TERM DISABILITY</b>	<b>Same as Plan A</b>

- B. The insurance carrier shall provide a policy to each subscribing teacher defining the coverage, limitations, and options, within thirty (30) days from the close of the open enrollment period.
- C. Teachers with a District hire date before June 5, 1996 teaching 50 percent or more each day shall be eligible for full insurance benefits. Teachers hired after June 6, 1996 will receive benefits pro-rated based upon the percent of the teachers' contractual day.
- D. The District will maintain and implement a valid I.R.S. Section 125 Plan. Teachers not wishing to participate in the Health Insurance plan provided (i.e., those electing Plan B), may, upon written request by September 15, receive \$150 per month as per the District's I.R.S. Section 125 Plan.

The District shall implement and make available to teachers a Flexible Spending Account for dependent care and medical care reimbursement. These accounts shall be funded by voluntary salary reductions from the participating teachers.

- E. Teachers may elect voluntary written salary reduction for the purchase of a tax-deferred annuity of their choice from the available companies jointly approved by the Association and the Board.
  - 1. Upon employment, or a request for a change in insurance status, the Administration will provide the employee with a written copy of all necessary information about Board-sponsored annuity programs, including a list of annuity representatives.
  - 2. The employee will have forty-five (45) calendar days in which to notify the Administration, in writing, of his/her decision about the choice of an annuity program.
  - 3. If a new employee notifies the Administration of his/her decision within the forty-five (45) day time period, the annuity payments will be retroactive to the initial date of employment.
  - 4. For a continuing employee who requests a change in insurance status, or a new employee who exceeds the forty-five (45) day notification period by failing to provide the District with the necessary written authorization for payroll adjustments, annuity payments will begin the month the employee provides notification to the Administration of his/her decision to participate in a Board sponsored annuity program.
- F. An employee's fringe benefits (Plans A and B) shall continue during the period delineated in Article 19.A. of this Agreement.
- G. Insurance premium payments will cease the last day of the month in which termination of employment occurs, if such termination is before the end of the regular school year.
- H. If a teacher dies, the Board will continue payments of applicable premiums for the teacher's dependents through August 31<sup>st</sup>, providing the policy permits continued dependent coverage.
- I. Teachers on unpaid leaves of absence may continue their fringe benefit programs at their own expense. However, such continuation is subject to the requirements imposed by the respective carrier.

## ARTICLE 20: GRIEVANCE PROCEDURE

### A. Definitions

1. A grievance or complaint is defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
2. The term "signed" shall mean a written or stamped name of the grievant(s) affixed to the presented grievance.

### B. A written grievance, as required herein, shall adhere to the following conditions and shall:

1. Be presented within thirty (30) school days of the alleged violation(s).
2. Be signed by the grievant(s).
3. Be specific.
4. Contain a synopsis of the facts giving rise to the alleged violation.
5. Cite the section or subsections of this Agreement alleged to have been violated.
6. Contain the date of the alleged violation.
7. Specify the relief requested.

### C. All preparation, filing, presentation, or consideration of a grievance shall be held at times other than when a teacher or participating Association representative are to be at their assigned teaching stations unless mutually agreed otherwise.

### D. Grievance Procedures. The grievant(s) may have an Association representative present at any level.

Level 1: If a teacher believes there is a basis for a grievance, he/she shall present in writing the alleged grievance to his/her Principal within thirty (30) school days of the alleged violation. The Principal shall indicate his/her disposition of the grievance in writing within ten (10) school days after receiving the alleged grievance.

Level 2: If the teacher is not satisfied with the resolution at Level One, or if no disposition has been made within ten (10) school days of the Level One presentation, the teacher shall transmit the written grievance to the Superintendent within ten (10) school days.

Level 3: Within ten (10) school days of receipt of the written grievance, the Superintendent or designee shall meet with the teacher concerning the grievance, indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting, and furnish a copy thereof to the teacher.

Level 4: If the teacher is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within ten (10) school days of such meeting, a



written copy thereof shall be filed within ten (10) school days thereafter with the Board. A Board committee of three (3) members shall meet with the teacher concerning the grievance within thirty (30) school days. The Board committee shall provide a written disposition of the grievance no later than ten (10) school days thereafter. A copy of such disposition shall be furnished to the teacher.

Level 5: If the Board committee and the aggrieved teacher are unable to resolve any grievance, it may, within ten (10) days after the decision of the Board, be appealed to mediation with the Michigan Employment Relations Commission.

Level 6: If, after mediation, the Association is not satisfied with the disposition of the grievance, or if no disposition has been made, the grievance may be submitted to arbitration within thirty (30) school days by providing the Board written notice that arbitration will be pursued. If the parties cannot agree to the arbitrator within ten (10) school days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any new grounds, or to rely on any evidence not previously disclosed to the other party.

- E. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. If a grievance is filed after May 15<sup>th</sup> of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance before the end of the school term, or as soon thereafter as possible.
- F. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- G. A person having filed a complaint may withdraw said complaint at any time at his/her option, and this complaint cannot be processed further.
- H. Failure to appeal a decision at any level within the specified time limits shall be deemed as acceptance of the decision at that level.
- I. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act, shall not be the basis of any grievance filed under the procedure outlined in this Article.
- J. Except as limited below the arbitrator is empowered, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. The Arbitrator's actions and decision shall be consistent with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
  - 1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. He/she shall have no power to establish salary structures.
3. He/she shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Michigan Teachers' Tenure Act..
4. He/she shall have no power to change any practice, policy, or rule of the Board, or to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board, except as it affects this Agreement. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth in this Agreement remains within the reserved rights of the Board.
5. He/she shall have no power to decide any question which, under this Agreement in his/her opinion, is the responsibility of management, and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
6. The Arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject. If the arbitrator decides that he/she has no power to rule, the grievance shall be referred back to the parties, without decision or recommendation, on its merits.
7. There shall be no appeal of an arbitrator's decision if such decision is within the scope of the arbitrator's authority as set forth above. The arbitrator's decision shall be final and binding on the Association, bargaining unit employees, the employee or employees involved, and the Board.
8. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

K. Claims for Back Pay.

1. The Board shall not be required to pay back wages for more than the fiscal year in which the written grievance is filed.
2. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of the back pay.
3. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance.

L. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed under the conditions of this Agreement.

## ARTICLE 21: NEGOTIATION PROCEDURES

- A. Representatives of the Board and the Association's bargaining committee may meet on the last working Tuesday of each month to review the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, on or before the Friday before the meeting, an agenda covering what they wish to discuss.

All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned responsibilities, unless otherwise mutually agreed. Should such a meeting result in a mutually acceptable amendment of the Agreement, the amendment shall be subject to ratification by the Board and the Association, provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

- B. Before April 15<sup>th</sup> of the year in which the Agreement terminates, the parties shall initiate negotiations.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties' representatives will be vested with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties will submit the final Agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties, their representatives shall attach their signature to the ratified Agreement within 24 hours of ratification.

There shall be three (3) signed copies of the ratified Agreement for purposes of record: one retained by the Board, one by the Association, and one by the Superintendent.

- D. If the parties fail to reach a successor Agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measure it may deem appropriate.
- E. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified as set forth in Article 21.
- F. Any individual contract between the Board and an individual teacher shall be subject to and consistent with this Agreement. Any individual contract shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. This Agreement, during its duration, shall be controlling, if an individual contract contains any language inconsistent with this Agreement.
- G. This Agreement shall supersede all previous agreements, verbal or written, or based on alleged past practices of the Board or the Association, which shall be contrary to or inconsistent with its terms.
- H. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE 22: REDUCTION IN FORCE**

It is within the sole discretion of the Laingsburg Board of Education to reduce educational programs, curriculum, and staff.

## **ARTICLE 23: SCHOOL IMPROVEMENT**

- A. This Article shall apply to all School Improvement Plans (SIP), their processes, and/or components.
- B. District and/or building level committees will be responsible for the development and implementation of the SIP. Such committees will determine their own decision making process.
- C. Any participation in a SIP committee, whether in full or in part, shall be voluntary.
- D. If any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with this Agreement, this Agreement shall prevail unless mutually agreed in writing by the Board and the Association.
- E. To the extent any proposed element of the SIP conflicts with this Agreement, the identified provisions will be subject to re-negotiations at the request of either party.

## **ARTICLE 24: LEAST RESTRICTIVE ENVIRONMENT (LRE)/INCLUSIVE EDUCATION**

- A. The following conditions shall apply to the placement of children assigned to regular education classrooms who are identified in ways such as OHI (Otherwise Health Impairment), SXI, CI, autism spectrum disorder, visual or hearing impaired:

- 1. Any bargaining unit employee who will be providing instructional or other services to a special needs student in a regular education classroom setting shall be invited to participate in the IEP Team meeting(s) which may initially place or continue placement of, a student in a regular education classroom.

When it is not possible to identify, in advance of IEP Team meetings, general education teachers who ultimately will have special needs students assigned to their classrooms, meetings will be convened with such general education teachers as soon as possible following the beginning of the school year.

- 2. If any bargaining unit employee advises the employer, in writing, of a reasonable basis to believe problems exist in the implementation of a special needs student's current IEP, which are negatively impacting the student's educational progress, and/or impeding the learning progress of non-special needs students in the same placement, the bargaining unit employee shall have the right to call for a meeting with the appropriate administrator to discuss the problem and possible resolutions.
- 3. In-service training for the instruction and/or behavior of special needs students in the regular education classroom setting will be provided as agreed to by the teacher and the building administrator.

4. The current class size teaching load of a teacher shall be taken into consideration before the placement of a special needs student in his/her classroom.
5. No bargaining unit employee shall be required to provide school health services (defined as an act or function constituting the "Practice of Medicine" within the meaning of the Public Health Code (MCL 333.17001)), except in life-threatening circumstances. Bargaining unit employees will be advised of the steps to be taken if an emergency arises related to the student's medical condition.

#### **ARTICLE 25: MASTER/MENTOR TEACHER PROGRAM**

- A. Master/Mentor teacher is an experienced educator and, as part of his/her assignment, has agreed to accept the role of providing professional support, instruction, and guidance to a beginning teacher/mentee, in the same or similar field of practice or certification.
- B. The mentor – mentee assignment shall adhere to the following conditions:
  1. Participation as a mentor shall be voluntary on a case by case basis.
  2. Probationary teacher/mentor assignments shall be made by the administration.
  3. Reasonable efforts will be made to establish probationary teacher/mentor matches in the same building and in the same or similar specialty of area of certification.
  4. The mentor teacher assignment shall be for one (1) year subject to review by the mentor and mentee after six (6) months, at which time either party may request termination of the relationship. The appointment may be renewed in succeeding years.
- C. The mentor shall receive mentor training and participate in experiences which prepare him/her for his/her role and responsibilities. Such training will be at District expense.
- D. In addition to the probationary teacher's responsibilities under the school calendar (Appendix C) the probationary teacher is responsible to attend at least fifteen (15) days of professional development during the first three (3) years of their probationary period.
- E. Released time will be granted with the approval of the Principal.
- F. Mentor Teacher Guidelines
  1. Performance Responsibilities of Mentor Teachers  

As outlined in the Mentoring Checklist to be developed by each building's school improvement team, a Mentor Teacher will:

    - a. Share information with new/beginning teachers related to school or District procedures, guidelines, and expectations.
    - b. Link new/beginning teachers to appropriate resources, both human and material.

## 2. Qualifications for a Mentor Teacher

- a. A tenured, practicing classroom teacher.
- b. Excellent classroom teaching abilities.
- c. Commitment to education as a profession.
- d. Willingness to expand his/her teaching responsibilities.
- e. Willingness to enhance or build upon his/her mentoring skills.
- f. Reflective and analytical practices about his/her teaching abilities.
- g. Good problem-solving abilities.
- h. Wise and caring attitude.
- i. Appreciation for differences in style and background of students and colleagues.
- j. Sensitivity and responsiveness to ideas of others.
- k. Skills in leadership, communication, planning, organizing, and managing work.
- l. Knowledge of organizational structures, social norms, policies, and procedures.
- m. High level of integrity, sense of humor, and ability to serve as a catalyst for change.

## 3. Selection and Procedural Issues


- a. A master list will be created in each building listing qualified teachers interested in becoming a Mentor teacher.
- b. The Mentoring Checklist must be completed, dated, and initialed by the Mentor and Mentee when each item is completed. All items must be completed before mentoring pay will be authorized.
- c. A meeting date to pair the Mentor and Mentee will be established no later than two (2) full weeks after the Mentee's date of hire. The pairing of the Mentor and Mentee will be established no later than the end of the first full week of school.
- d. Mentors may not have more than one (1) Mentee at any time.
- e. Mentors will be chosen after the Principal convenes and documents a meeting with at least three (3) employees present, who are not current Mentor candidates for the specific Mentee, for input into choosing a suitable Mentor/Mentee pairing. The final decision of the Mentor/Mentee pairing will be made by the Principal.


**ARTICLE 26: DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2018 and shall continue in effect until midnight on June 30, 2020. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

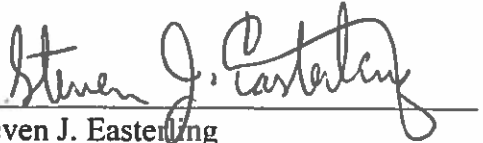
An emergency manager appointed under the Local Financial Stability and Choice Act has the authority to reject, modify, or terminate this Agreement as provided in that Act.

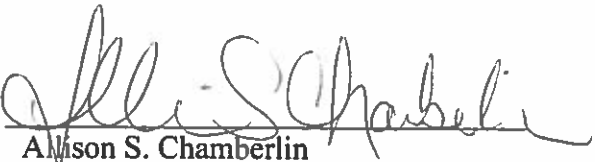
LAINGSBURG BOARD OF EDUCATION

By:   
Natalie Elkins  
Its: President

By:   
Patrick Dolan  
Its: Secretary

LAINGSBURG EDUCATION ASSOCIATION

By:   
Steven J. Easterling  
Its: President

By:   
Allison S. Chamberlin  
Its: Secretary

**APPENDIX A: 2018-19 and 2019-2020 SALARY SCHEDULE**

<b>Step</b>	<b>BA</b>	<b>BA+20</b>	<b>MA</b>	<b>MA+20</b>
1	36,300	37,489	38,973	40,143
2	38,150	39,251	40,852	42,079
3	39,249	40,451	42,348	43,617
4	40,850	42,052	43,983	45,301
5	42,459	43,671	45,578	46,948
6		45,984	48,509	49,964
7		48,708	51,031	52,560
8		50,216	52,596	54,174
9		51,722	54,161	55,788
10		53,503	56,096	57,780
11		55,284	58,031	59,773
12		56,799	59,572	61,362
13		58,314	61,113	62,949
14		59,829	62,653	64,535
15		61,957	64,836	66,784

This Salary Schedule reflects a .5% increase to the Schedule in the previously-expired collective bargaining agreement. Bargaining unit employees move one (1) step only for the 2018-2019 school year and one (1) step only for the 2019-2020 school year. Eligible employees will also move lanes. As required by PERA Section 15b, any wage increase is not retroactive.

Bargaining unit employees at Step 15 since the 2017-2018 school year shall receive a single lump-sum payment of \$400 no later than the first payroll of December 2018. Bargaining unit employees at Step 15 since the 2018-2019 school year shall receive a single lump-sum payment of \$400 no later than the first payroll of December 2019.

**SCECHs (State Continuing Education Clock Hours)**

Movement to the BA+20 lane and to the MA+20 lane is based on the teacher earning twenty (20) hours of graduate-level course credit, or five hundred (500) qualified SCECHs, or a combination of graduate-level course credit hours and SCECHs. To qualify for lane credit, the class must be taken after the date that the teacher has earned the Bachelor’s or Master’s degree.

For purposes of this provision, 25 qualified SCECHs = 1 hour of graduate-level course credit. A qualified SCECH is one that is earned through District-provided professional development offered by the Laingsburg Community Schools or through a third party with prior written approval by the building principal to fulfill the requirements of Revised School Code Section 1527, MCL 380.1527, registered in the teacher’s account through the Michigan Online Educator Certification System (MOECS), and earned by the teacher since July 1, 2018.



## APPENDIX B: EXTRA PAY FOR EXTRA DUTIES

### Regulations Governing Placement of Salary for Schedule B Positions

1. Percentages apply to the BA salary schedule for steps 1 through 5, and BA+20 for steps 6 through 15, as outlined in Appendix A of the contract year with the appropriate step based on years of experience in the activity.
2. Full credit for experience will be given on the salary schedule for the same or a related position. For compensation purposes no more than one (1) year of experience can be granted in a given sport in a school year.
3. It is understood that the percentages assigned for the positions not filled will not be used under this Agreement.
4. The employment of persons to fill the extra-curricular positions lies within the discretion of the Board.
5. Non-staff position percentages are based on Step 1 of the BA salary schedule.

<b>Assignment</b>	<b>Percentage</b>
M.S. – A.D.	8%

#### **FALL SPORTS**

Varsity Football	11%
Asst. Var. Football (2)	7½%
JV Football	7½%
Asst. Football (2)	6%
H.S. Cross Country	7%
M.S. Cross Country	3½ %
Boys Var. Soccer	8%
Boys JV Soccer	6%
Girls Var. Volleyball	8%
Girls JV Volleyball	6%
Girls 9 <sup>th</sup> Volleyball	5½%
Girls 8 <sup>th</sup> Volleyball	5%
Girls 7 <sup>th</sup> Volleyball	5%
HS Var. Cheer	5%

#### **WINTER SPORTS**

Wrestling	8%
Girls Var. Basketball	11%
Girls JV Basketball	7½%
Girls 9 <sup>th</sup> Basketball	7%
Girls 8 <sup>th</sup> Basketball	5½%
Girls 7 <sup>th</sup> Basketball	5½%
Boys Var. Basketball	11%

Boys JV Basketball	7½%
Boys 9th Basketball	7%
Boys 8th Basketball	5½%
Boys 7th Basketball	5½%
HS Var. Cheer	5%
Winter Competition	2%
MS Cheer	3%

### **SPRING SPORTS**

Boys/Girls Track	11%
(Optional) Boys/Girls*	7% separate
Asst. Track (3 Assistants)	4%

\* 2 Assts. separate head coaches

Boys M.S. Track	3½%
Girls M.S. Track	3½%
Boys Var. Baseball	9½%
Boys JV Baseball	6½%
Girls Var. Softball	9½%
Girls JV Softball	6½%
Girls Varsity Soccer	8%
Girls JV Soccer	6%
Golf	6½%

### **CLASS ADVISORS**

Senior Class	3¾%
Junior Class	3¾%
Sophomore Class	2½%
Freshmen Class	2%

### **ACADEMICS**

H.S. Quiz Bowl	2½%
H.S. Science Olympiad	2½ %
M.S. Science Olympiad	2½ %

### **CLUBS**

DECA	5%
Foreign Exchange (2)	1½% (5% during exchange year)
Foreign Language Travel	3% for travel year with prior written approval from Supt.
H.S. NHS	2½%
H.S. Student Council	5%
M.S. Student Council	5%
H.S. Publications	6%
H.S. Yearbook	3%
H.S. Robotics Coach	3%

**DRAMA & FINE ARTS**

Spring Musical	
Director	6%
Music Director	4%
Asst. Director	1½%
Technical Assistants (3)	1%
3 Act Play	2%
MIFA Director	3%
Band Director	15%
Choral Director	3½%
Art Club	3%

**OTHERS**

H.S. FFA Advisor	20%
M.S. FFA Advisor	5%
Homecoming	1%
Tech. Support (3)	5%
Title I Coordinator	1¾%

Lunchroom Duty	\$200/semester (capped at 2 per lunch period)
Driver Education	\$25.00/hr
Homebound Services	\$25.00/hr

**CURRICULUM**

Teacher-In-Charge	\$21.40/hr
Teacher-In-Service	\$20.76/hr
Curriculum Development	\$20.12/hr

**MASTER/MENTOR PROGRAM**

	Stipend
First Year	\$650
Second Year	\$400
Third Year	\$400

Mentors shall be responsible for keeping track of mentoring activities on the Mentoring Checklist found in Appendix D of the Agreement. The completed form shall be submitted to the Principal before processing the stipend payment.

## APPENDIX C: 2018-2019 CALENDAR

Aug. 20 & 21	District Professional Development
Aug. 23	First Day of School (Full Day)
Aug 30 – Sept 3	Labor Day Weekend - No School
Oct. 10	½ day students (am) – ½ District Professional Development (pm)
Oct. 26	End of Term 1 (44 days) ½ day students (am) – ½ day for Teacher Records (pm)
Nov. 21 – 23	Thanksgiving Break - No School
Dec. 24 – Jan. 4	Winter Break – No School
Jan. 18	End of Term 2 (47 days) ½ day students (am) – ½ day for Teacher Records (pm)
Jan. 21	District Professional Development Teachers – No School for students
Feb. 15 – 18	Mid Winter Break – No School
Mar. 13	½ day students (am) – ½ day District Professional Development (pm)
Mar. 22	End of Term 3 (42 days): ½ day students (am) – ½ day for Teacher Records (pm)
Mar. 25 – 29	Spring Break – No School
Apr. 19	Good Friday – No School
May 10	½ day students (am) – ½ day District Professional Development (pm)
May 27	Memorial Day – No School
June 5	½ day for students (am) – ½ day District Professional Development (pm)
June 6	End of Term 4 (47 days) ½ day for students – ½ day for Teacher Records (pm)

Total: 180 student days and 5 PD days. If a teacher cannot attend a District-scheduled professional development, the District will provide a substitute and a maximum of one hundred dollars (\$100) in registration fees, said days will need prior approval from the Principal and must meet the needs of the District school improvement plan.

On half days dedicated to records at the end of each of the semesters, teachers may leave after completing responsibilities and following the District's check-out procedures including approval from the Principal, with the understanding that teachers exercise sound professional judgment in using the instructional time leading up to the end of the term.

**APPENDIX C: 2019-2020 CALENDAR  
CONTINGENT ON MDE APPROVAL FOR PRE-LABOR DAY START**

Aug. 19 & 20	District Professional Development
Aug. 22	First Day of School (Full Day)
Aug. 29 – Sept 2	Labor Day Weekend - No School
Oct. 9	½ day students (am) – ½ District Professional Development (pm)
Oct. 25	End of Term 1 (44 days) ½ day students (am) – ½ day for Teacher Records (pm)
Nov. 27 – 29	Thanksgiving Break - No School
Dec. 23 – Jan. 3	Winter Break – No School
Jan. 17	End of Term 2 (47 days) ½ day students (am) – ½ day for Teacher Records (pm)
Jan. 20	District Professional Development Teachers – No School for students
Feb. 14 – 17	Mid Winter Break – No School
Mar. 11	½ day students (am) – ½ day District Professional Development (pm)
Mar. 27	End of Term 3 (42 days): ½ day students (am) – ½ day for Teacher Records (pm)
Mar. 30 – Apr. 3	Spring Break – No School
Apr. 10	½ day students and teachers (am)
May 8	District Professional Development Teachers – No school for students
May 25	Memorial Day – No School
June 3	½ day for students (am) – ½ day for Teacher Records (pm)
June 4	End of Term 4 (47 days) ½ day for students – ½ day for Teacher Records (pm)

Total: 180 student days and 5 PD days. If a teacher cannot attend a District-scheduled professional development, the District will provide a substitute and a maximum of one hundred dollars (\$100) in registration fees, said days will need prior approval from the Principal and must meet the needs of the District school improvement plan.

On half days dedicated to records at the end of each of the semesters, teachers may leave after completing responsibilities and following the District’s check-out procedures including approval from the Principal, with the understanding that teachers exercise sound professional judgment in using the instructional time leading up to the end of the term.

# MESSA ABC Plan 1

## Medical plan highlights



**MESSA Account:** Laingsburg Community Schools

**Effective Date:** 10/1/2018

1475 Kendale Blvd. PO Box 2560  
 East Lansing, Michigan 48826-2560  
 517.332.2581 • 800.292.4910

**Employee Group:** Teachers

### In-network health care benefits for you and your covered dependents

All services must be medically necessary and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For complete coverage details, go to [messa.org](http://messa.org) to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

Plan features	In-network
<p>● <b>Annual deductible</b>                      The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.</p>	<p>Single coverage: \$1,350                      2-Person &amp; Family coverage: \$2,700</p> <p><i>*Your deductible is subject to change each Jan. 1 according to IRS rules governing HSA-qualified plans.</i></p> <p><i>*When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.</i></p>
<p>● <b>Coinsurance</b>                      A fixed percentage you pay for a medical service.</p>	<p>0%</p>
<p>● <b>Prescription drug coverage</b>                      Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, prescription copayments and coinsurance apply.  <i>See Free preventive prescriptions below.</i></p>	<p>ABC Rx</p>
<p>● <b>Annual out-of-pocket maximums</b>                      The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.</p>	<p>Single coverage: \$2,350                      2-Person &amp; Family coverage: \$4,700</p>

### In-network services covered at no cost to you

**Free preventive prescriptions**  
 MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.

**Preventive care and prenatal care**  
 Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal doctor visits.

### In-network services subject to deductible and applicable coinsurance

<b>Online doctor visit through Blue Cross Online Visits</b>	<b>Urgent care</b>
<b>Office visit</b>	<b>Hospital emergency room (ER)</b>
<b>Chiropractic services including modalities</b> Up to 38 visits per calendar year.	<b>Osteopathic manipulations</b> Performed by an Osteopathic physician. Up to 38 visits per calendar year.
<b>Inpatient hospital</b>	<b>Autism - applied behavior analysis (ABA) services</b>
<b>Outpatient physical, occupational and speech therapy</b> Up to a combined benefit maximum of 60 visits per individual per calendar year.	<b>Hearing aids</b> There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period.
<b>Hearing care</b> Hearing related services performed by an M.D. or D.O.	<b>Acupuncture</b> Must be performed by an M.D. or D.O.
<b>Diagnostic lab and X-ray</b>	<b>Radiation and chemotherapy</b>
<b>Allergy testing and therapy</b>	<b>Bariatric surgery</b>
<b>Mental health and substance abuse - inpatient and outpatient care</b>	<b>Ambulance</b>
<b>Medical supplies</b>	<b>Durable medical equipment (DME)</b>
<b>Prosthetics and orthotics</b>	<b>Home health care</b>
<b>Skilled nursing facility</b> Up to a maximum of 120 days per calendar year.	<b>Human organ transplant</b> Must be performed at an approved facility.

### Home delivery of prescription medications

MESSA members can save time and money by ordering prescription medications through the Express Scripts Pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to [messa.org](http://messa.org) to log in to your member account and link to the Express Scripts website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call Express Scripts at 800.903.8346

### Medical care outside the U.S.

MESSA members have access to doctors and hospitals with the BlueCard Worldwide Program. You may want to visit the BlueCard Worldwide program's website ([www.bluecardworldwide.com](http://www.bluecardworldwide.com)) to find in-network providers prior to your departure.

### Covered services and approved amounts

**In-network providers** bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.

**Out-of-network providers** may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.

*Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.*

### Life and accidental death & dismemberment insurance

Life insurance: \$5,000 for you.

Accidental death & dismemberment insurance (AD&D): \$5,000 for you.

Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. AD&D terminates at age 65 or when employment ends, whichever comes later.

*Life and AD&D insurance underwritten by Life Insurance Company of North America.*

# MESSA ABC with ABC Rx Overview

**If you have  
MESSA ABC Rx**

**with mandatory mail:**

You must order all 90-day prescriptions through Express Scripts home delivery.

Specialty drugs are limited to a 30-day supply and must be obtained from a retail pharmacy or by mail order through Walgreen's Specialty Pharmacy.

- A prescription is required for each covered drug, including covered over-the-counter medications.
- You pay the full cost of your prescriptions until your deductible is fully paid. After deductible, you are responsible for prescription copayments until your out-of-pocket maximum is reached.
- Save money by using the Express Scripts Pharmacy, our home delivery service.
- In most cases, if your doctor writes "Dispense as written" or "DAW," your cost will be higher.
- After your deductible is fully paid, if you take a brand name medication and a generic is available, you pay \$40 plus the difference between the approved amount and the retail cost. Your doctor may request an exception in certain instances; call MESSA for details.
- If the approved amount is less than the copayment, you pay only the approved amount for the drug.
- Select specialty drugs are limited to less than a 30 day supply.

Copayment for one-month supply	Prescription drug
No cost to you	<ul style="list-style-type: none"> <li>• List of specific preventive medications in addition to those mandated by federal law are covered 100 percent with no deductible required.</li> </ul>
After your deductible is met the following copayments apply:	
\$2	<ul style="list-style-type: none"> <li>• Specific generic drugs used to treat asthma and diabetes.</li> </ul>
\$10	<ul style="list-style-type: none"> <li>• All other generic drugs.</li> <li>• Specific over-the-counter medications with a written prescription for the treatment of seasonal allergies and heartburn. Cannot combine with a coupon or other manufacturer offer.</li> </ul>
\$20	<ul style="list-style-type: none"> <li>• Specific brand-name maintenance drugs used to treat asthma and diabetes for which there is no generic or therapeutic equivalent.</li> </ul>
\$40	<ul style="list-style-type: none"> <li>• All other brand-name drugs, including single-source drugs where no generic is available.</li> <li>• You will be responsible for the cost difference between the BCBSM-approved amount and the actual retail cost of the drug when you insist on a brand name but a generic is available and medically appropriate.</li> </ul>
For specific drugs under each category, go to <a href="http://messa.org">messa.org</a> or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.	

To order medications through the Express Scripts Pharmacy, go to [messa.org](http://messa.org) to register or log in to your member account. You may also call MESSA at 800.336.0013 or TTY 888.445.5614 for assistance.



# MESSA ABC Plan 1

## Medical plan highlights



**MESSA Account:** Laingsburg Community Schools

**Effective Date:** 10/1/2018

1475 Kendale Blvd. PO Box 2560  
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**Employee Group:** Teachers

### In-network health care benefits for you and your covered dependents

All services must be medically necessary and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For complete coverage details, go to [messa.org](http://messa.org) to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

Plan features	In-network
<p>● <b>Annual deductible</b>                      The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.</p>	<p>Single coverage: \$1,350</p> <p>2-Person &amp; Family coverage: \$2,700</p> <p><i>*Your deductible is subject to change each Jan. 1 according to IRS rules governing HSA-qualified plans.</i></p> <p><i>*When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.</i></p>
<p>● <b>Coinsurance</b>                      A fixed percentage you pay for a medical service.</p>	<p>10%</p>
<p>● <b>Prescription drug coverage</b>                      Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, prescription copayments and coinsurance apply.  <i>See Free preventive prescriptions below.</i></p>	<p>3-Tier Rx</p>
<p>● <b>Annual out-of-pocket maximums</b>                      The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.</p>	<p>Single coverage: \$4,350</p> <p>2-Person &amp; Family coverage: \$6,650</p>

### In-network services covered at no cost to you

**Free preventive prescriptions**

MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.

**Preventive care and prenatal care**

Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal doctor visits.

## In-network services subject to deductible and applicable coinsurance

<b>Online doctor visit through Blue Cross Online Visits</b>	<b>Urgent care</b>
<b>Office visit</b>	<b>Hospital emergency room (ER)</b>
<b>Chiropractic services including modalities</b> Up to 38 visits per calendar year.	<b>Osteopathic manipulations</b> Performed by an Osteopathic physician. Up to 38 visits per calendar year.
<b>Inpatient hospital</b>	<b>Autism - applied behavior analysis (ABA) services</b>
<b>Outpatient physical, occupational and speech therapy</b> Up to a combined benefit maximum of 60 visits per individual per calendar year.	<b>Hearing aids</b> There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period.
<b>Hearing care</b> Hearing related services performed by an M.D. or D.O.	<b>Acupuncture</b> Must be performed by an M.D. or D.O.
<b>Diagnostic lab and X-ray</b>	<b>Radiation and chemotherapy</b>
<b>Allergy testing and therapy</b>	<b>Bariatric surgery</b>
<b>Mental health and substance abuse - inpatient and outpatient care</b>	<b>Ambulance</b>
<b>Medical supplies</b>	<b>Durable medical equipment (DME)</b>
<b>Prosthetics and orthotics</b>	<b>Home health care</b>
<b>Skilled nursing facility</b> Up to a maximum of 120 days per calendar year.	<b>Human organ transplant</b> Must be performed at an approved facility.

## Home delivery of prescription medications

MESSA members can save time and money by ordering prescription medications through the Express Scripts Pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to [messa.org](http://messa.org) to log in to your member account and link to the Express Scripts website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call Express Scripts at 800.903.8346

## Medical care outside the U.S.

MESSA members have access to doctors and hospitals with the BlueCard Worldwide Program. You may want to visit the BlueCard Worldwide program's website ([www.bluecardworldwide.com](http://www.bluecardworldwide.com)) to find in-network providers prior to your departure.

## Covered services and approved amounts

**In-network providers** bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.

**Out-of-network providers** may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.

*Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.*

## Life and accidental death & dismemberment insurance

Life insurance: \$5,000 for you.

Accidental death & dismemberment insurance (AD&D): \$5,000 for you.

Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. AD&D terminates at age 65 or when employment ends, whichever comes later.

*Life and AD&D insurance underwritten by Life Insurance Company of North America.*

## MESSA ABC with 3-Tier Rx Overview

**If you have MESSA ABC with 3-Tier Rx and mandatory mail:**  
You must order all 90-day prescriptions through Express Scripts home delivery. Specialty drugs are limited to a 30-day supply and must be obtained from a retail pharmacy or by mail order through Walgreen's Specialty Pharmacy.

- You pay the full cost of your prescriptions until your deductible is fully paid. After deductible, you are responsible for prescription copayments or coinsurance until your out-of-pocket maximum is reached.
- Save money by using the Express Scripts Pharmacy, our home delivery service.
- In most cases, if your doctor writes "Dispense as written" or "DAW," your cost will be higher.
- After your deductible is fully paid, if you take a brand name medication and a generic is available, you pay Tier 3 coinsurance plus the difference between the approved amount and the retail cost. Your doctor may request an exception in certain instances; call MESSA for details.
- If the approved amount is less than the copayment, you pay only the approved amount for the drug.
- Specialty drugs are limited to a 30-day supply and must be obtained from a retail pharmacy or Walgreen's Specialty Pharmacy.
- Select specialty drugs are limited to less than a 30-day supply.

	Up to 34-day supply	90-day supply
List of specific preventive medications in addition to those mandated by federal law are covered 100 percent with no deductible required.	No cost to you	No cost to you
After your deductible is met the following copayments or coinsurance apply:		
<b>Tier 1</b> Generics	\$10 copayment	\$25 copayment
<b>Tier 2</b> Most brand drugs with no generic equivalent	20 percent coinsurance \$40 minimum – \$80 maximum	20 percent coinsurance \$100 minimum – \$200 maximum
<b>Tier 3</b> Most brand drugs with a generic equivalent or therapeutic alternative	20 percent coinsurance \$60 minimum – \$100 maximum	20 percent coinsurance \$150 minimum – \$250 maximum

*The amount you pay for brand-name medications varies because coinsurance is based on the price of the drug when it is filled. If you obtain a Tier 3 drug when a Tier 1 drug is available, you will pay the Tier 3 coinsurance plus the difference in cost between the Tier 1 drug and the Tier 3 drug. A drug may switch from one tier to another. Up to a 90-day supply of insulin may be obtained for the same amount as a 34-day supply from any in-network provider.*

To order medications through the Express Scripts pharmacy, go to [messa.org](http://messa.org) to register or log in to your member account. You may also call MESSA at 800.336.0013 or TTY 888.445.5614 for assistance.

See reverse side for important plan requirements.



# Money-saving features

## Prior authorization

To ensure compliance with FDA-approved safe prescribing guidelines, certain drugs require prior authorization before MESSA will cover them. Your doctor must submit documentation to support the need for the prescription.

This program manages the use of certain medications for which there are equally effective, less costly alternatives available.

Typically, drugs requiring prior authorization are:

- Associated with dangerous side effects
- Harmful when combined with other drugs
- Used only for certain health conditions
- Often misused or abused
- Prescribed when less expensive drugs might work better

If a prior authorization is not obtained for a drug that requires one, MESSA will not cover the medication.

## Step therapy

The 3-Tier Rx plans include step therapy, which helps keep costs down while still making sure you get the safest, most effective and reasonably priced drug available.

Drugs subject to step therapy require previous treatment with one or more preferred drugs before coverage is approved. This ensures all clinically sound and cost-effective treatment options are tried before more expensive drugs are prescribed.

If you just moved to the 3-Tier Rx plan and you are currently taking a drug requiring step therapy, you can continue on your medication as-is.

## Quantity limits

Another way we help keep costs lower for you is through our quantity limit program.

A quantity limit program limits the amount of medication that will be covered. Medications are limited based on FDA guidelines for appropriate and safe use.

If you are new to the 3-Tier plan and you have already received prior authorization that allows you a higher quantity of a prescribed and approved drug, you may continue to take your medication as-is until the prior authorization expires.

## What's not covered – excluded drugs

To help keep the cost of your plan down, a limited list of expensive prescription drugs is not covered. These excluded drugs have preferred alternatives with similar effectiveness, quality and safety but at a fraction of the cost to you and your plan.

If you fill a prescription for an excluded drug, you'll pay the full retail price.

For a list of excluded drugs, go to [messa.org](http://messa.org).

**Tip:** If you are concerned about the cost of your prescription medication, ask your doctor or pharmacist if there is a less expensive and just as effective alternative.



## Learn more

Call the MESSA Member Service Center at  
800.336.0013 or TTY 888.445.5614

# MESSA ABC Plan 1

## Medical plan highlights



**MESSA Account:** Laingsburg Community Schools

**Effective Date:** 10/1/2018

1475 Kendale Blvd. PO Box 2560  
 East Lansing, Michigan 48826-2560  
 517.332.2581 • 800.292.4910

**Employee Group:** Teachers

### In-network health care benefits for you and your covered dependents

All services must be medically necessary and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For complete coverage details, go to [messa.org](http://messa.org) to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

Plan features	In-network
<p>● <b>Annual deductible</b>                      The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.</p>	<p>Single coverage: \$1,350</p> <p>2-Person &amp; Family coverage: \$2,700</p> <p><i>*Your deductible is subject to change each Jan. 1 according to IRS rules governing HSA-qualified plans.</i></p> <p><i>*When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.</i></p>
<p>● <b>Coinsurance</b>                      A fixed percentage you pay for a medical service.</p>	<p>20%</p>
<p>● <b>Prescription drug coverage</b>                      Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, prescription copayments and coinsurance apply.  <i>See Free preventive prescriptions below.</i></p>	<p>3-Tier Rx                      with mandatory mail</p>
<p>● <b>Annual out-of-pocket maximums</b>                      The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.</p>	<p>Single coverage: \$4,350</p> <p>2-Person &amp; Family coverage: \$6,650</p>
In-network services covered at no cost to you	
<p><b>Free preventive prescriptions</b>                      MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.</p>	
<p><b>Preventive care and prenatal care</b>                      Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal doctor visits.</p>	

## In-network services subject to deductible and applicable coinsurance

<b>Online doctor visit through Blue Cross Online Visits</b>	<b>Urgent care</b>
<b>Office visit</b>	<b>Hospital emergency room (ER)</b>
<b>Chiropractic services including modalities</b> Up to 38 visits per calendar year.	<b>Osteopathic manipulations</b> Performed by an Osteopathic physician. Up to 38 visits per calendar year.
<b>Inpatient hospital</b>	<b>Autism - applied behavior analysis (ABA) services</b>
<b>Outpatient physical, occupational and speech therapy</b> Up to a combined benefit maximum of 60 visits per individual per calendar year.	<b>Hearing aids</b> There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period.
<b>Hearing care</b> Hearing related services performed by an M.D. or D.O.	<b>Acupuncture</b> Must be performed by an M.D. or D.O.
<b>Diagnostic lab and X-ray</b>	<b>Radiation and chemotherapy</b>
<b>Allergy testing and therapy</b>	<b>Bariatric surgery</b>
<b>Mental health and substance abuse - inpatient and outpatient care</b>	<b>Ambulance</b>
<b>Medical supplies</b>	<b>Durable medical equipment (DME)</b>
<b>Prosthetics and orthotics</b>	<b>Home health care</b>
<b>Skilled nursing facility</b> Up to a maximum of 120 days per calendar year.	<b>Human organ transplant</b> Must be performed at an approved facility.

## Home delivery of prescription medications

MESSA members can save time and money by ordering prescription medications through the Express Scripts Pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to [messa.org](http://messa.org) to log in to your member account and link to the Express Scripts website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call Express Scripts at 800.903.8346

## Medical care outside the U.S.

MESSA members have access to doctors and hospitals with the BlueCard Worldwide Program. You may want to visit the BlueCard Worldwide program's website ([www.bluecardworldwide.com](http://www.bluecardworldwide.com)) to find in-network providers prior to your departure.

## Covered services and approved amounts

**In-network providers** bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.

**Out-of-network providers** may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.

*Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.*

## Life and accidental death & dismemberment insurance

Life insurance: \$5,000 for you.

Accidental death & dismemberment insurance (AD&D): \$5,000 for you.

Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. AD&D terminates at age 65 or when employment ends, whichever comes later.

*Life and AD&D insurance underwritten by Life Insurance Company of North America.*

# MESSA ABC with 3-Tier Rx Overview

**If you have MESSA ABC with 3-Tier Rx and mandatory mail:**

You must order all 90-day prescriptions through Express Scripts home delivery. Specialty drugs are limited to a 30-day supply and must be obtained from a retail pharmacy or by mail order through Walgreen's Specialty Pharmacy.

- You pay the full cost of your prescriptions until your deductible is fully paid. After deductible, you are responsible for prescription copayments or coinsurance until your out-of-pocket maximum is reached.
- Save money by using the Express Scripts Pharmacy, our home delivery service.
- In most cases, if your doctor writes "Dispense as written" or "DAW," your cost will be higher.
- After your deductible is fully paid, if you take a brand name medication and a generic is available, you pay Tier 3 coinsurance plus the difference between the approved amount and the retail cost. Your doctor may request an exception in certain instances; call MESSA for details.
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# Money-saving features

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**Tip: If you are concerned about the cost of your prescription medication, ask your doctor or pharmacist if there is a less expensive and just as effective alternative.**



Learn more

Call the MESSA Member Service Center at  
800.336.0013 or TTY 888.445.5614



# Mandatory mail prescription rider

## Overview

- ▶ Home delivery saves you time and money. Adding a mandatory mail rider to an existing plan can reduce the total medical premium by over 1 percent.
  - Free standard shipping; rush delivery is available for additional cost to you
  - The overall cost of medications from Express Scripts is less than retail, which helps lower costs for you and your health plan
  - You can obtain up to a 90-day supply
  - 24/7 access to a pharmacist from the privacy of your home
- ▶ With mandatory mail, you must obtain most long-term maintenance medications from the Express Scripts Pharmacy and your medication(s) will be delivered to your home. The list of drugs subject to mandatory mail order is located at [messa.org](http://messa.org).
- ▶ For MESSA Choices: If your medication is on the list, you must sign up for home delivery of long-term maintenance medications to avoid paying 100 percent of the cost of the prescription.
- ▶ For MESSA ABC: If your medication is on the list, you must sign up for home delivery of long-term maintenance medications to avoid paying 100 percent of the cost after your deductible.
- ▶ You cannot obtain a 90-day prescription of any medication from a retail pharmacy. This includes free preventive prescriptions. If you fill a 90-day prescription for a medication on the free preventive list at a retail pharmacy you will pay 100 percent of the cost.
- ▶ Express Scripts and Walgreen's Specialty Pharmacy do not accept manufacturer coupons toward the cost of prescriptions or Rx copayments obtained through their mail order pharmacies.
- ▶ Adults on your plan will need to create their own Express Scripts account at [express-scripts.com](http://express-scripts.com), and authorize you to order prescriptions for them.
- ▶ Specialty drugs are limited to certain quantities depending on your plan and must be obtained from a retail pharmacy or Walgreen's Specialty Pharmacy.
- ▶ If your doctor prescribes a short-term medication, such as an antibiotic, you will still obtain it locally from a retail pharmacy.

## Follow these steps to get started with Express Scripts home delivery:

### Step 1

Go to [messa.org](http://messa.org) and click on "Rx home delivery." Log in to your MESSA member account and you will be taken to Express Scripts. Review your prescriptions subject to mandatory mail order and transfer them to Express Scripts home delivery.

### Step 2

You may need to contact your doctor or schedule an appointment to get a new prescription for a specific medication. To maximize your savings, ask your doctor to submit an e-prescription in 90-day increments.

### Step 3

For prescriptions for your dependents, your account will include children under 18. Adults covered by your plan will need to register with Express Scripts separately, and authorize you to view and order prescriptions for them if desired.

**Questions? We're here to help. Call MESSA's Member Service Center at 800.336.0013.**

## APPENDIX E – Dental Benefits Plan



P.O. Box 610  
Southfield, MI 48037  
248-901-3705

### LAINGSBURG COMMUNITY SCHOOLS Dental Benefits Plan Instructional

**Group #40293**

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

**PPO Networks: ADN Dental Network**

**Maximum Benefits**

**January 1<sup>st</sup> through December 31<sup>st</sup>**

Annual Maximum

\$2,000 per eligible individual for covered class I, II and III services

Lifetime Orthodontics Maximum

\$2,500 per eligible individual for covered class IV services

TMJ Services

Applies to annual maximum, up to lifetime maximum of \$1,000

**Class I Preventive Services – 100%**

Routine Oral Examinations

Twice per plan year

Prophylaxis (Cleaning), Periodontal Maintenance

Twice per plan year

Topical Application of Fluoride

Twice per plan year to age 18

Bitewing X-Rays

Twice per plan year

Full-Mouth Series or Panoramic X-Rays

Once per 36 months

All Other X-Rays

**Class II Restorative Services – 90%**

Compositive and Amalgam fillings\*\*

Space Maintainers

Up to age 14

Sealants

Up to age 14

Root Canal Therapy

Periodontal Root Planing

Periodontal Surgery

Oral Surgery and Extractions

Medical plan primary for certain procedures

General Anesthesia or IV Sedation

With covered oral surgery

Occlusal Guards

For Bruxism Only

TMJ Appliances and Services

**Class III Major Services – 90%**

Inlays, Onlays and Crowns

Complete and Partial Removable Dentures

Fixed Partial Dentures (Bridges)

Denture Repair and Adjustment

Denture Reline and Rebase

Addition of Teeth to Partial Dentures

**Class IV Orthodontic Services – 90%**

Limited and Interceptive Treatment

Removable and Fixed Appliance Therapy, up to age 19

Comprehensive Treatment

Fixed Appliance Therapy, up to age 19

**Not Covered**

Implants and Related Restoration

Cosmetic Treatment

Deductible – None

Missing Tooth Clause – None

12 Month Billing Limitation

Waiting Periods – None

COB – Standard

\*\*Composite and resins are not covered for posterior teeth, alternate benefit applies

\*\*Prosthetics are considered on delivery date

\*\*Note – Quotes of benefits do not constitute a guarantee of payment. Eligibility is determined at time of service. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan document for additional coverage details and limitations. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$250.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.