

3468

6/30/99

ADDENDUM
TO THE
MASTER AGREEMENT
BETWEEN THE
MT. MORRIS BOARD OF EDUCATION
AND THE
MT. MORRIS EDUCATION ASSOCIATION

JULY 1, 1994 - JUNE 30, 1999

Mt. Morris Consolidated Schools

MEMBER OF THE
SOCIETY OF
AMERICAN ARCHITECTS

Mt. Morris Board of Education
Package Proposal
March 26, 1997

Length of Contract:

Two years, 1997/1999 all inclusive
Expiration date: August 31, 1999

Salary:

1997/98 2.8% increase on Appendix A
1998/99 2.6% increase on Appendix A

Fringe Benefits:

- 1) Section 125 Cafeteria Plan - that the attached document be adopted prior to July 1, 1997.
- 2) Increase LTD monthly maximum benefit to \$3,500.

Calendar:

- 1) The "common school calendar" be considered when developing the school calendars.
- 2) 1997/98, 1998/99 - 180 students days, 185 teacher days
- 3) The 1997/98, 1998/99 mandated instructional days/hours be accomplished with the following guidelines:
 - a) A committee of representatives appointed by the Board and the Association will work out the details of the methods to meet the mandate.
 - b) Hours beyond the mandated minimums may be used for staff meetings and inservices.

Misc:

Changes in the current contract language as a result of the Revised School Code will be handled by a committee appointed by the Board and the Association during 97/98.

T.A.
Zimmerman
4-23-97

T.A.
John W. Wang
4/23/97

Master Agreement between

MT. MORRIS EDUCATION ASSOCIATION and MT. MORRIS BOARD OF EDUCATION

**ARTICLE V
SCHOOL CALENDAR
1997-98**

DATE	DESCRIPTION	SSD	TWD
August 25	Teachers Report	4	5
August 26 **	Students Report (1/2 Day 1-6)		
September 1	Labor Day - No School	21	21
September 23 **	1-12 Half Day In-Service		
October 15 **	1-12 Half Day In-Service	22	23
October 24	End of 1st Marking Period (1/2 SSD - 1TWD)		
October 29-30 **	Parent Teacher Conference (1 1/2 SSD-2 TWD)		
October 31	No School		
November 13 **	1-12 Half Day In-Service (NCA)	18	18
November 27-28	Thanksgiving Recess		
December 20	Christmas Vacation Begins	15	15
January 5	Classes Resume	19	20
January 16	1/2 Day 7-12 - Full Day K-6		
January 19	End of Semester (MLK) - No Students - 1TWD		
January 27 **	1-12 Half Day In-Service		
February 25	High School Only - Half Day In-Service	20	20
March 11 **	1-12 Half Day In-Service	21	22
March 20	End of 3rd Marking Period (1/2 SSD - 1 TWD)		
March 25-26 **	Parent Teacher Conference (1 1/2 SSD-2 TWD)		
March 27	No School		
April 10	Easter Break Begins	16	16
April 20	Classes Resume		
May 7 **	1-12 Half Day In-Service	20	20
May 25	Memorial Day - No School		
June 4 **	Last Day for Students (1/2 SSD - 1 TWD)	4	5
June 5	Last Day for Teachers		
	TOTAL	180	185

Act of God/cause beyond the control of the Board days shall be made up as needed to meet the minimum number of instructional days required by law. If it becomes necessary to schedule additional school days, they shall be added to the end of the school year and the final records day for teachers shall immediately follow.

Teachers shall receive only their contracted pay in regard to Act of God/cause beyond the control of the Board make-up days.

** Morning and afternoon kindergarten remain in session.

MASTER AGREEMENT
between
MT. MORRIS EDUCATION ASSOCIATION and MT. MORRIS BOARD OF EDUCATION

PAY DATES

1997/98	1998/99
8-29-97	8-28-98
9-12-97	9-11-98
9-26-97	9-25-98
10-10-97	10-9-98
10-24-97	10-23-98
11-7-97	11-6-98
11-21-97	11-20-98
12-5-97	12-4-98
12-19-97	12-18-98
*1-2-98	*12-30-98
1-16-98	1-15-99
1-30-98	1-29-99
2-13-98	2-12-99
2-27-98	2-26-99
3-13-98	3-12-99
*3-26-98 (Thursday)	*3-25-99 (Thursday)
*4-9-98 (Thursday)	*4-8-99
4-24-98	4-23-99
5-8-98	5-7-99
5-22-98	5-21-99
6-5-98	6-4-99
6-19-98 (21st pay)	6-18-99 (21st pay)
*7-2-98 (Thursday)	7-2-99
7-17-98	7-16-99
7-31-98	7-30-99
8-14-98 (26th pay)	8-13-99 (26th pay)

* School not in session on the regularly scheduled pay date, therefore, the pay dates and distribution of checks will be adjusted accordingly.

- D. The salary schedule is based upon the regular school calendar as set forth in Article V and the normal teaching assignments as defined in this Agreement. For classroom assignments in excess of the regular calendar and the normal teaching load, teachers will be compensated at the rate of 1/6 of their salary. Teachers with the highest seniority shall be asked first.

APPENDIX A

1997/98
TEACHER SALARY

STEP	BA/BS	BA/BS + 15 HOURS	MA/MS	MA/MS + 15 HOURS	MA/MS + 30 HOURS
0-2	\$28,008	\$29,014	\$30,541	\$31,611	\$33,285
2 1/2	\$28,570	\$29,598	\$31,157	\$32,246	\$33,957
3	\$29,140	\$30,182	\$31,770	\$32,883	\$34,624
3 1/2	\$30,019	\$31,096	\$32,735	\$33,880	\$35,676
4	\$30,901	\$32,009	\$33,694	\$34,873	\$36,721
4 1/2	\$31,677	\$32,817	\$34,539	\$35,749	\$37,642
5	\$32,458	\$33,624	\$35,389	\$36,627	\$38,571
5 1/2	\$33,274	\$34,472	\$36,280	\$37,547	\$39,539
6	\$34,095	\$35,317	\$37,171	\$38,471	\$40,510
6 1/2	\$35,125	\$36,384	\$38,294	\$39,635	\$41,737
7	\$36,157	\$37,452	\$39,417	\$40,793	\$42,958
7 1/2	\$37,248	\$38,583	\$40,605	\$42,026	\$44,252
8	\$38,342	\$39,718	\$41,794	\$43,258	\$45,550
8 1/2	\$39,500	\$40,913	\$43,056	\$44,565	\$46,924
9	\$40,654	\$42,113	\$44,322	\$45,873	\$48,305
9 1/2	\$42,086	\$43,600	\$45,879	\$47,483	\$50,000
10	\$45,722	\$48,307	\$51,486	\$53,288	\$56,112

APPENDIX A

1998/99
TEACHER SALARY

STEP	BA/BS	BA/BS + 15 HOURS	MA/MS	MA/MS + 15 HOURS	MA/MS + 30 HOURS
0-2	\$28,736	\$29,768	\$31,335	\$32,433	\$34,150
2 1/2	\$29,313	\$30,368	\$31,967	\$33,084	\$34,840
3	\$29,898	\$30,967	\$32,596	\$33,738	\$35,524
3 1/2	\$30,799	\$31,904	\$33,586	\$34,761	\$36,604
4	\$31,704	\$32,841	\$34,570	\$35,780	\$37,676
4 1/2	\$32,501	\$33,670	\$35,437	\$36,678	\$38,621
5	\$33,302	\$34,498	\$36,309	\$37,579	\$39,574
5 1/2	\$34,139	\$35,368	\$37,223	\$38,523	\$40,567
6	\$34,981	\$36,235	\$38,137	\$39,471	\$41,563
6 1/2	\$36,038	\$37,330	\$39,290	\$40,666	\$42,822
7	\$37,097	\$38,426	\$40,442	\$41,854	\$44,075
7 1/2	\$38,216	\$39,586	\$41,661	\$43,119	\$45,403
8	\$39,339	\$40,751	\$42,881	\$44,383	\$46,734
8 1/2	\$40,527	\$41,977	\$44,175	\$45,724	\$48,144
9	\$41,711	\$43,208	\$45,474	\$47,066	\$49,561
9 1/2	\$43,180	\$44,734	\$47,072	\$48,718	\$51,300
10	\$46,911	\$49,563	\$52,825	\$54,673	\$57,571

MT. MORRIS CONSOLIDATED SCHOOLS

CAFETERIA PLAN

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MT. MORRIS CONSOLIDATED SCHOOLS

CAFETERIA PLAN

WHEREAS, the Mt. Morris Consolidated Schools of Mt. Morris, Michigan, (the "Employer"), wishes to provide a qualified Cafeteria Plan meeting the requirements of Section 125 of the Internal Revenue Code of 1986, as amended (the "Code"), for the sole and exclusive benefit of its qualifying employees and their beneficiaries.

NOW, THEREFORE, effective January 1, 1997, the Employer adopts this Mt. Morris Consolidated Schools Cafeteria Plan (the "Plan"), for its administrators and other employees, to provide qualifying employees with the opportunity to select either non-taxable fringe benefits or taxable compensation.

SECTION I

Definitions

- 1.01 The term "**Administrator**" shall mean the Mt. Morris Consolidated Schools.
- 1.02 The term "**Benefit Administrator**" shall mean the Mt. Morris Consolidated Schools.
- 1.03 The term "**Agreement**" shall mean any Employer/Employee working agreement(s) including Board Policies and/or any labor contracts between eligible employees and the Employer.
- 1.04 The term "**Benefit**" shall mean the taxable compensation and/or non-taxable benefit as described in Section V of the Plan and in the attached exhibits to this Plan describing the benefits for each eligible Unit.
- 1.05 The term "**Dependent**" shall mean, where the context indicates, a dependent as defined in a health, sickness, disability, or life insurance benefit plan covering the Employee and provided by the Employer.
- 1.06 The term "**Employee**" shall mean any employee of the Employer who is eligible to participate in this Plan pursuant to the Agreement.
- 1.07 The term "**Employer**" or "**Plan Sponsor**" shall mean the Board of Education of Mt. Morris Consolidated Schools.
- 1.08 The term "**Insurer**" shall mean each licensed insurance company and each entity through which benefits are provided from a licensed insurance company contractually providing benefits under this Plan through a Policy.

- 1.09 The term “Plan” shall mean this Mt. Morris Consolidated Schools Cafeteria Plan, effective January 1, 1997.
- 1.10 The term “Plan Year” shall mean the period beginning on January 1 and ending on December 31.
- 1.11 The term “Unit” shall mean all permanent active employees as defined by labor contract(s) and/or Board Policy(ies).

SECTION II

Purpose

- 2.01 This Plan is established for the exclusive purpose of providing the eligible Employees and assisting eligible Employees in obtaining certain sickness, accident, life, and other benefits in a tax-effective manner, and shall not be used for the purpose of allowing Employees to defer the receipt of compensation as that term is defined in applicable federal tax laws and regulations. The Plan shall be subject to any terms, conditions, or limitations set forth in the Agreement. Under this Plan, Employees will have a choice between cash compensation and allocation to the various Benefits as set forth in Section 5.02. This Plan is intended to be a “cafeteria plan” as defined in Section 125 of the Internal Revenue Code, as amended, and shall be interpreted so as to comply with Section 125 and applicable regulations thereunder.

SECTION III

Eligibility for Participation

- 3.01 Initial Eligibility An Employee shall be eligible to participate in the Plan on the first date he/she is eligible, pursuant to any applicable Agreement, for medical, dental, and other benefit plans provided by the Employer, or thereafter on an open enrollment date (the Employee’s “Entry Date”). An Employee who was covered under the other benefit plans on the effective date of the Plan shall be eligible to participate beginning thirty (30) days following the Employer’s adoption of this Plan. An eligible Employee shall participate in the Plan by means of the election procedure described in Section IV.

SECTION IV

Elections and Accounts

- 4.01 Initial Election Each Employee shall be given the opportunity to elect to participate in the Plan for a Plan Year, by authorizing the Employer in writing to allocate payment among Benefits described in the Plan. The election shall be offered to each Employee no later than forty-five (45) days before the beginning of the Plan Year to which the election applies; the election shall be completed by the Employee no later than fifteen (15) days before the beginning of the Plan Year to which the election applies.

- 4.02 New Employees A new Employee shall be given an opportunity to elect to participate in the Plan. Such election shall be effective for the remainder of the Plan Year in which the election is made. The election shall be made at the time the Employee first becomes eligible for Employer provided Health/Medical insurance benefits, but in no event later than thirty (30) days thereafter. The election of a new Employee shall become effective on the date of hire.
- 4.03 Election Form
- a) Each Eligible Employee shall, during the Election Period applicable to a Period of Coverage, file with Administrator a written election of benefits on such form or forms, and subject to such conditions as the Administrator shall determine. This election shall specify (1) the types of benefits the Participant wishes to receive during such Period of Coverage, and (2) the portion of each Participant's account the Participant wishes to allocate to each benefit selected.
 - b) The election of benefits form may be amended or revoked prior to the commencement of the Period of Coverage with regard to which the form was signed. Subject to Sections 4.06 and 4.07, the election of benefits form may not be revoked or amended once the relevant Period of Coverage has commenced.
- 4.04 Failure to Elect Subject to Section 4.05, if an Employee does not return an election form during the applicable period for election, he/she shall be considered to have elected not to participate in the Plan for the Plan Year or portion of a Plan Year to which the Election Period applies.
- 4.05 Continuation of Election An Employee who has previously elected to participate in the Plan who fails to elect to participate in the next Election Period, and who is still eligible to participate, shall be deemed to have elected to continue participation, in the amounts and on the terms as he/she previously elected.
- 4.06 Termination of Employment An Employee whose employment is terminated may revoke his election to participate in the Plan, effective on the date his employment terminates, and terminate his receipt of Benefits thereafter. Such revocation shall apply only to the period after the Employee's active service for the Employer terminates. Such revocation must be submitted in writing, within thirty (30) days after the Employee's active service terminates. An Employee who revokes his election in this case shall be reimbursed the amount previously allocated for coverage or Benefits relating to the period after the Employee's termination of employment, net of any claims paid or outstanding. An Employee who revokes his election upon termination of employment may not make a new election for the remainder of the Plan Year in which he terminated, should he return to employment. Benefits will no longer be provided to a former Employee who has terminated employment if the former Employee fails to make the required payments with respect to the Benefits; and in such case where the former Employee's coverage is terminated for

failure to make payment, the former Employee shall not be permitted to reinstate coverage or change his previous election for the remainder of the Plan Year (regardless of whether the former Employee is rehired during that Plan Year).

- 4.07 Change in Prior Election An Employee's election cannot be revoked or changed for the remainder of the Plan Year or portion of a Plan Year to which it applies, with the exception that an Employee's election may be adjusted during the Plan Year to which it applies as necessary to accommodate a change in the Employee's family status, including marriage, divorce, death of a spouse, child or other eligible dependent, birth or adoption of a child, the Employee's or spouse's change from full-time to part-time status or vice-versa, a significant change in the Employee's or spouse's health coverage attributable to the spouse's employment, the Employee or spouse taking an unpaid leave of absence, and commencement or termination of the spouse's employment. If the cost of any Benefit elected by an Employee increases significantly during a Plan Year, the Employee may elect to make a corresponding change in benefit, or may revoke his election as to that Benefit and, in lieu thereof, receive alternative coverage for the remainder of the Plan Year.
- 4.08 Irrevocability Subject to Section 4.06 and 4.07, an Employee's election may not be revoked during the Plan Year to which it applies, once the period for making an election has passed.
- 4.09 Adjustment of Election Notwithstanding any election, the Administrator may adjust any benefit election made under the Plan to the extent necessary to comply with applicable non-discrimination requirements under the Internal Revenue Code.

SECTION V

Plan Benefits

- 5.01 Benefits of Plan An eligible Employee may, by written election made pursuant to this Plan, select all, some, or none of the Benefits provided under this Plan, as described in this Section V. The Accounts described in this Section V are primarily for accounting purposes and do not require segregation of funds.
- 5.02 Benefit Schedule
- (a) A Participating Employee may elect to have Employer pay required premium payments, self-contributions, or co-pays for accident or health or other benefits coverage, including premiums for:
- (i) Group Medical Insurance, and/or
 - (ii) Reimbursements for actually incurred medical expenses, as negotiated in the appropriate labor contracts of other agreements.

- (b) In no event shall the Employer pay for coverage extending beyond the end of the Plan Year for which the election was made.
- (c) Cash Option A participating Employee may elect a cash alternative, to supplement his/her salary compensation, in lieu of a non-taxable group health benefit. Pursuant to the Employee's written election, a cash option is an amount which is specified by the Employer, as found in the attached Schedules, and as defined in the appropriate labor contract(s) and/or Employer Policy(ies). An Employee's elected cash alternative will be considered a taxable benefit.

SECTION VI

Funding of Benefits

- 6.01 Funding of Benefits The Employer will pay the Insurer, if any, for each Plan Year, the amount determined by the Insurer to be the premium for the Benefit selected by Employee pursuant to the Employee's prior election.

The Employer has the right at any time to discontinue specific benefits or to terminate this Plan or any Plan Insurance Policy, subject to any legal obligations, including but not limited to any applicable Agreement, it may have assumed. Notice of a discontinuance or termination is not required except by the terms of any Policy, applicable Agreement or law. Insurers may cancel policies according to policy terms.

SECTION VII

Administration

- 7.01 Administrator The Administrator of the Plan shall be the Mt. Morris Consolidated Schools.
- 7.02 Payment of Expenses All approved expenses of the Plan Administration will be paid by the Employer. Administrator's expenses include any expenses incident to the functioning of the Administrator; fees of accountants, legal counsel and similar specialists; and other costs of administering the Plan.
- 7.03 Powers and Duties of Administrator The powers and duties of the Administrator shall include, but are not limited to, the following:
- a) Preparation of Plan enrollment forms for distribution to the Employees who are eligible to enroll in the Plan.
 - b) Recording enrollment and benefit plan choice information as contained in completed enrollment forms.

- c) Receiving and holding all monies contributed by the Employer on behalf of its Employees, and allocating such monies to Insurers and/or Account(s).
- d) Maintaining records of contributions, accounts, and reporting same, to Employees and the Employer, as required.
- e) Consulting with the Employer on benefits, plan design, and communication of plan benefits to eligible Employees, etc.
- f) Providing the Employer with information necessary for the Employer to complete all annual reports and other reports as required with respect to the Plan under federal or State law.

The Administrator may appoint such individuals to assist in administration of the Plan as it deems necessary. The Administrator shall be entitled to require from the Employer, Union, and Employees such information as it deems necessary for proper administration of the Plan. The Administrator shall be entitled to rely upon information furnished by the Employer, the Union, or the Employee.

7.04 Interpretation of Plan The Administrator shall have sole authority to construe and interpret the Plan, decide all questions of eligibility, and determine the amount, manner, and time of payments under the Plan. Any such determination or decision of the Administrator shall be final and binding on the Employer, the Union, the Employees, and all other parties. No decision of the Administrator, however, may take away any other legal rights vested in the Employee.

7.05 Disclosure A copy of this Plan shall be provided to each Employee eligible to participate.

SECTION VIII

Miscellaneous

8.01 Construction As used herein, one gender includes all others and the singular and plural include each other where the meaning would be appropriate. The Employer's intent and purpose in adopting this Plan are to establish a plan of cafeteria benefits consistent with relevant sections of the Internal Revenue Code, particularly Code Section 125 and related regulations. The Employer intends to comply fully with statutes and regulations governing wages, compensation, and fringe benefits. All questions arising in the construction and administration of the Plan must be resolved accordingly. This Plan is construed in accordance with the laws of the State of Michigan, except where superseded by the laws of the United States of America.

8.02 Non-alienation Amounts payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any

such liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void.

- 8.03 Severability The invalidity of any provision of the Plan shall not affect the remaining provisions of the Plan, unless such invalidity prevents the accomplishment of the purposes and objectives of the Plan.
- 8.04 Amendment and Termination This Plan may be amended or terminated by the Employer, pursuant to any existing agreements and/or consistent with the requirements of the Code and related regulations, as they may be amended.
- 8.05 Plan is Discrete Neither a payment nor the creation, continuation, or change of the Plan or Plan Policies (or any fund, account, or trust) gives any person a non-statutory legal or equitable right against the Employer; against any Employer officer, agent, or other person employed by the Employer; against any Insurer; or against the Benefit Administrator. The terms of a Participant's employment are not modified by the Plan or Plan Policies. The language in the Plan is not intended to create, nor is it to be construed to constitute a contract of employment between the Employer and any of its Employees. The Employer retains all of its rights to discipline or discharge Employees or to exercise its rights as to the incidents and tenure of employment.

SECTION IX

Adoption

To record the adoption of this Mt. Morris Consolidated Schools Cafeteria Plan, the Employer hereby adopts and executes this Plan, effective as of October 1, 1997. The Employer hereby adopts and agrees to be bound by the provisions of the Plan hereinabove set forth.

For the Employer:

MT. MORRIS CONSOLIDATED SCHOOLS

Stanley Sedokenko
(Attest)

Allen J. Wang
(Signature)

Assistant Superintendent
(Title)

(Date) 8-15-97

SCHEDULE A

MT. MORRIS CONSOLIDATED SCHOOLS

CAFETERIA BENEFITS PLAN

BENEFIT SCHEDULE

OPTION 1 - GROUP MEDICAL INSURANCE, or

OPTION 2 - CASH OPTION

**Mt. Morris Consolidated Schools
Cafeteria Plan
Health Insurance Benefits
Mt. Morris Education Association**

I. Employee Eligibility

Coverage for health insurance protection shall be provided on a prorated basis, based upon the amount of time worked. The appropriate proration is determined by dividing the actual time worked by a full time teacher on a daily basis. A teacher working less than full time who desires insurance coverage shall be responsible for paying the difference in a consistent manner prescribed by the Employer. Eligible employees may elect one and only one of the following fringe benefit options.

II. Employee Benefits: Option

A. Health Insurance: MESSA SUPER CARE I PAK

There will be a coordination of benefits where an employee has valid coverage under another health care plan for the same health care benefits.

B. In lieu of health insurance, the Board will provide \$100 per month to employees electing not to take health insurance.

(teacattc)