

**AGREEMENT BETWEEN THE
MONA SHORES BOARD OF EDUCATION
AND THE
MONA SHORES TEACHERS'
EDUCATION ASSOCIATION, MEA-NEA**

August 16, 2018 – August 15, 2019

MONA SHORES SCHOOL DISTRICT

Norton Shores, Michigan

***Inspiring Excellence, Building Character, Impacting the Future through
Academics, Arts and Athletics***

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AGREEMENT

THIS AGREEMENT is between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF MONA SHORES, Muskegon County, Michigan, hereinafter called the "Board", and the MONA SHORES TEACHERS' EDUCATION ASSOCIATION, MEA-NEA, hereinafter called the "Association."

The Board and the Association have a mutual obligation to bargain collectively with respect to wages, hours, and other terms and conditions of employment; and the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I.
RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel employed or to be employed by the Mona Shores Schools including (but not limited to) personnel on tenure, probation, on leave, classroom teachers, substitute teachers hired in lieu of contract teachers, guidance counselors, media specialists, diagnosticians, speech and hearing therapists, occupational therapists, certified occupational therapist assistants who meet the qualification standards for occupational therapists, school social workers, consulting teachers, teachers of the homebound or hospitalized (whether or not assigned to a public school building), but excluding supervisory and executive personnel, office and clerical employees, community and recreation school employees, and all other non-professional employees of the Board.

Daily substitute teachers are not part of the bargaining unit. Also excluded from this Agreement are those positions which are traditionally summer employment not under written contract such as tuition instruction, driver education and positions which are federally supported. When any of the above positions become a part of the established curriculum for the school year, the position and the salary shall be open for negotiations at that time.

- B. The term "teacher", when used hereinafter in this Agreement, unless otherwise indicated, shall refer to all employees represented by the Association in the bargaining unit as defined. Reference to one gender shall include the other gender.
- C. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II.
ASSOCIATION AND TEACHERS' RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act the Board hereby agrees that teachers shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States: that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective bargaining with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any term or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school building facilities at reasonable hours. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Such use shall not interfere with or interrupt normal school operations. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.
- D. The duly authorized representatives of the Association shall have the right to transact official Association business on school property at reasonable times provided it does not interfere with normal school operations. The initial contact in a building by any Association representative shall be with the school office to announce his/her presence.
- E. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. Other established internal media of communication shall be made available to the Association so long as it does not interfere with the normal operation of the school. The use of publicly funded technology for communications will subject that communication to any applicable federal or state laws.

- F. The Board agrees to furnish in the form which is available to the Association in response to reasonable requests information concerning the financial resources of the district, including but not limited to financial reports and audits, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, names and addresses of all teachers, salaries paid thereto and highest degree and certificate held and the number of years of teaching experience, together with information which may be necessary for the Association to process any grievance.
- G. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except to the extent as it reflects upon his/her effectiveness as a teacher.
- H. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- I. Since teachers are particularly qualified to assist in formulating policies and programs, the Association shall be duly advised by the Board of any major changes in tax programs, construction programs, or major revisions of educational policy and whenever feasible have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- J. A soft drink machine may be installed for employee use in the faculty lounge by the Association. The proceeds shall be made available to the teachers of that building for use on non-Association activities. The Association will be responsible for the service and maintenance of all such machines. The Association shall have the right to place portable or other non-permanent furnishings or equipment in a faculty lounge for their use provided approval is received from the Superintendent or his/her designee.

**ARTICLE III.
PAYROLL DEDUCTION**

- A. The Board, upon written authorization of any individual teacher, shall make payroll deductions for the payment of insurance, 403(b) programs, contributions to a credit union, and for other teacher and Board-authorized deductions or contributions (e.g, United Way, TDP deductions) for which the individual teacher is to be charged.

The Board agrees that employees covered hereunder shall be able to participate in a 403(b) program as stated below:

1. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that MEA financial Services shall be named as one of the vendor(s) in the 403(b) plan document as appropriate under IRS regulations.
2. The Parties further understand and agree that the regulations regarding the administration of 403(b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. All bargaining unit members are eligible to participate in the plan.

**ARTICLE IV.
TEACHING HOURS AND TEACHING LOAD**

- A. The standard workweek of teachers shall be Monday through Friday and the normal in-school time for teachers shall be as follows, unless professional duties, such as parent-teacher conferences, require teachers to remain for a longer period:

Elementary (Young 5's thru 5 th)	8:15 A.M. - 3:40 P.M.
Middle School (6 through 8)	7:30 A.M. - 2:50 P.M.
High School (9 through 12)	7:25 A.M. - 2:55 P.M.

Where the time extends beyond the last assigned period of the day, it shall not apply to Fridays or the day preceding holidays or vacation.

The Administration may schedule a required parent-teacher meeting for an open house beyond the contracted school day or school year each year. In addition, each year a teacher shall be responsible to participate in one other parent-teacher

meeting beyond the contracted school day which is mutually agreeable to the teacher and the Administration.

- B. The Administration, upon advance written notice to the Association President, may provide a normal in-school time as to any or all buildings different from that set forth in Section A. provided that:

1. The beginning and ending times for the teacher shall not be earlier or later than:

Elementary 8:05 A.M. - 3:40 P.M.

Middle School 7:30 A.M. - 3:05 P.M.

High School 7:15 A.M. - 3:00 P.M.

2. The normal in-school time of the teacher shall not be increased as a result of such different schedule of hours.

- C. In the secondary schools and for elementary literacy and math coaches, the Administration may fix a schedule of hours beyond the above limits to accommodate an extended school. The normal in-school time of the teacher shall be continuous and shall not be increased as a result of such different schedule of hours.

The individual teaching assignments within the departments affected by the above variation in hours shall be made by the Administration.

- D. All elementary teachers shall be entitled to an uninterrupted lunch period of not less than 35 minutes, and all secondary teachers shall be entitled to an uninterrupted lunch period of not less than 30 minutes. Lunch periods shall be duty free.

In the event that the elementary lunch period is reduced from 40 to 35 minutes, then the in-school time for teachers (Section A) shall be reduced by the same amount.

- E. The teaching load in the secondary schools (6-12) shall consist of a weekly ratio of 25 teaching periods to 5 periods of preparation for traditional semesters or 20 teaching periods to 5 periods of preparation for tri-mester. The teaching load in the elementary schools (Young 5's-5) shall on a weekly basis average not more than five and one-half hours of classroom duties daily. The teaching load of elementary teaching specialists, such as art, music, physical education, and special education, shall on a weekly basis average not more than five and one-half (5½) hours of classroom duties daily. Consistent with the above requirements, the Board shall determine the equivalence for employees in the bargaining unit who are assigned to non-classroom duties, such as librarians, guidance counselors and itinerant personnel. The daily schedule for itinerant

special education personnel shall provide access to a permanent base office the equivalent of one-half hour per day within their normal in-school time. The elementary school year will be tri-mesters.

- F. Where regular substitutes are not available and a regular teacher voluntarily agrees to serve as a substitute teacher during one (1) non-teaching period of his/her regular assignment the teacher shall be paid the following rate: Elementary Twenty-five Dollars (\$25), MS Thirty (\$30) and HS thirty-five (\$35).
- G. The Board shall attempt to provide substitutes for all elementary teaching specialists in the event of their absence, such as art, vocal music and physical education.

Elementary teachers may use for preparation all the time during which their classes are receiving instruction from teaching specialists, such as art, vocal music, technology, and physical education. Exclusive of recess, elementary teachers shall have 160 minutes additional preparation time per week scheduled within the standard work time for elementary teachers defined in Sections A and B through either the use of teaching specialists, the shortening of the student day, the use of substitute personnel or any other method to be determined by the Board.

This preparation time shall be in time blocks of at least forty (40) minutes in length. In the event an elementary teacher suffers a loss of preparation time as a result of a substitute not having been obtained, the teacher shall be paid Twenty-five Dollars (\$25) per each unit of preparation time lost. The above does not apply if a program is eliminated or when absences are due to in-service training.

In addition to the preparation time above, elementary teachers shall receive ninety (90) minutes per week of duty-free preparation time during recesses (30-minute time blocks except for Kindergarten which will be 15 minutes in the a.m. and p.m.). First grade may have the option, by building, of one 30-minute recess or two 15-minute recess periods, which must coincide with the a.m. and p.m. Kindergarten recess periods.

Elementary teaching specialists shall receive equivalent preparation time as that of an elementary classroom teacher in time blocks of at least twenty (20) minutes in length.

- H. Elementary teachers (classroom and specialists) shall not be assigned to supervise more than 75 recess periods (a 30-minute recess counts as two (2) periods) over the school year. If a teacher is assigned more than 75, he/she shall be paid Eight and 50/100 Dollars (\$8.50) for each period assigned over 75.
- I. In order to facilitate parent-teacher communication, the District will work with elementary teachers to provide the opportunity for meaningful teacher conferences. Time spent in second trimester elementary parent-teacher

conferences that, with the approval of the school principal, are held outside of the school day, shall be compensated at the rate of \$30.00 per hour.

**ARTICLE V.
PROFESSIONAL ASSIGNMENTS**

- A. Teacher clerks or teacher helpers shall not be used as substitute teachers. Student teachers and teacher's aides, so defined in the School Code, shall not act as substitute teachers except as it may be permitted in the regular course of the teacher's training program with the approval of the sponsoring college or university.
- B. The provisions of Sections A of this Article shall be subject to reasonable exceptions and deviations during the first three weeks of each semester or other enrollment term and thereafter only in the case of emergencies. In the event of such emergencies, the Association will be notified of the deviation or exception and the reasons for the same.
 - 1. All 9 through 12 teachers shall be granted the equivalent of one (1) full day during each semester set by the Administration to be used for updating records, and completing other professional duties.
 - 2. All Young 5's through 8 teachers shall be granted the equivalent of one-half (1/2) day together with one (1) early release or late start time during the first semester and K through 5 teachers will receive one and one-half (1½) days during the second semester set by the Administration to be used for updating records and completing other professional duties. Kindergarten and developmental kindergarten teachers shall receive an additional one-half day each semester if they are teaching two (2) sections of those classes in each day and the total student enrollment exceeds thirty-seven (37).

ARTICLE VI. TEACHING CONDITIONS

- A. The parties recognize that the primary duty or responsibility of the teacher is to teach, and the Board and the Association consider it to be a desirable objective to make maximum utilization of the teachers' professional teaching skills. The provisions of this Article, however, shall be construed consistent with the necessity for teachers to maintain customary records pertaining to their work as required by law, or the direction of the Administration. Surveys initiated for personal benefit shall not be mandatory.
1. Taking into account the availability of teachers, funds, facilities and number of students, the teacher load in Mona Shores Schools shall be established or adjusted with reasonable dispatch to an arithmetic mean classroom ratio of one (1) teacher to twenty-five (25) pupils. The provisions of this Section A. shall be subject to reasonable exceptions and deviations during the first three (3) weeks of each semester or other enrollment term. It is recognized that other exceptions may be desirable whenever it is necessary to work with larger numbers of students, such as for example, in physical education, band, choir and orchestra with respect to which the student-teacher load may be adjusted to the size that can be accommodated in the school facilities. This adjustment shall have particular emphasis with respect to physical education classes where all reasonable steps shall be taken by the Board of Education to equally distribute students among the various sections of the course.
 2. Should any individual class in grades Young 5's exceed twenty (20), K exceed twenty-four (24), Grades 1-2 exceed twenty-seven (27), and in Grades 3-5 thirty (30), as well as the average of 30 in Grades 6-12 (i.e. max of 150 at MS and 120 at HS while on trimesters), the Board shall immediately take all reasonable steps to correct the problem, including the possibility of a different class location of students, the hiring of additional teachers, or any other mutually acceptable solution. In the event that none of the above steps are implemented to correct the problem and the Board determines that it is necessary to exceed the above maximum class size limits, the following compensation formula shall be instituted:

Teacher's annual salary schedule amount (including longevity)	X	$\frac{1}{\text{# of schooldays on schoolcalendar}}$	X	$\frac{\text{\# of studentsin excess ofmaximumclass limits}}{\text{membershipdays in class}}$	
Applicable class size limit					

The above shall not apply to such classes as physical education, band, orchestra and vocal music.

3. Any handicapped person, IEPC identified as emotionally impaired, mainstreamed into a regular education classroom shall be counted as two (2) students for the purpose of this Article. If such mainstreaming results in a class enrollment that violates provisions of this Article the Board will:
 - a. reduce the enrollment to the contractual limit, or
 - b. provide a remedy which is acceptable to the teacher in question and the Association.
 4. Teachers shall attend and participate in IEP and 504 meetings as legally required. **The definition of an IEP meeting includes a pre-IEP meeting, the IEP meeting and if necessary, the post-IEP meeting (all three are considered separate meetings if necessary for one student and occur at different times and/or dates) A 504 meeting is also considered for compensation under this section of the contract.** In addition, any teacher whose referral results in an IEP shall have the option of attending and participating in the IEP. When an IEP is going to consider mainstreaming an identified disabled student, the regular education elementary teacher or one (1) regular education secondary teacher, such as the case may be, shall have the option of attending and participating in the IEP.
 5. A classroom teacher or special education teacher, who fittingly attends and participates in more than four (4) IEPs before or after regular school hours during a school year, shall be paid \$25.00 for each IEP after the fourth.
- B. To the extent practicable, the Board will make available to teachers in each school building adequate lunchroom, restroom, and lavatory facilities, and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.
 - C. Teachers shall be permitted to place outgoing non-toll calls on the office telephones in their building, but it is expected that personal, non-emergency calls will be held to a minimum. Teachers will be given "to call" messages on incoming calls, to be returned by the teacher outside of classroom hours, but will be given immediate opportunity to return calls relating to grave emergencies, such as death or serious illness or injury of a close relative.
 - D. To the extent practicable, parking facilities shall be made available to teachers within a designated area. The Board assumes no new additional liability respecting parking facilities or their use by teachers as a result of any provision of this Agreement and that parking will be the teacher's own risk of loss or

damage except as otherwise provided by law without regard to the provisions of this Agreement.

ARTICLE VII

WEATHER RELATED SCHOOL DISTRICT CLOSINGS

- A. Whenever the Administration determines that weather conditions shall call for the non-opening or a delayed start of school for regular classroom schedules, notice of such non-opening shall be communicated by radio, TV or other means as soon as can be reasonably accomplished. Unless notified to report, the teachers shall not be expected to appear.
 - 1. Due consideration by the Administration shall be given to the hazards of the roads and the distance to travel in scheduling teacher reporting and leaving times.
 - 2. Should weather conditions cause a closing of the schools during a school day, teachers shall remain in school until the students, under the direction of the teacher, have left school and no further safety factor can be rendered by the teacher.

ARTICLE VIII VACANCIES

- A. Prior to posting a vacancy, the following steps will be taken when dealing with the assignment of teachers:
- Step 1 Written notice via e-mail and/or otherwise of the situation will be provided to all teachers in the building and the President of the Association.
- Step 2 Written notice via e-mail and/or otherwise of any vacancies in positions for the next school year will be provided to all teachers being displaced from their current assignment for the following school year and the President of the Association. The Board will not fill such vacancies until it ascertains whether any teachers will be displaced. A displaced teacher may apply in writing for the position within five (5) consecutive days of the time it was posted, exclusive of Saturday, Sunday and holidays.
- B. If the position remains vacant after completing the steps in Section A., the Board shall publicize (via e-mail) the same by mailing notice of such vacancy to the President of the Association and e-mailing a copy of the notice to every school building principal and MSTEA representative. The notice shall indicate the position open and the school building in which the job is located. The notice shall remain open for at least five (5) consecutive days, exclusive of Saturday, Sunday and holidays, and shall have an expiration date. During that period of time any teacher may apply in writing or electronically for the position.
- C. A “professional position”, for purposes of this Article, shall mean any bargaining unit position except those having a supplementary contract. The vacancy must be of a permanent nature. A permanent vacancy subject to posting shall be a newly created position in the bargaining unit or a position which the Board intends to fill caused by the filling of a vacancy outside of that described in Section D.; the resignation, retirement, dismissal or death of a teacher, or by leave of absence of more than a full school year or by consecutive leaves of absence of more than a full school year. “Certified and qualified” shall mean having the certification(s) or qualification(s) required by an applicable State and/or Federal legislation or regulations for the position sought or held by a teacher by the effective date of those requirements for the teacher.
- D. In filling such vacancies the following rules shall govern:
1. Any vacancy for which the five-day posting period ends after the third Monday of August each year shall be posted (via e-mail) and the position awarded. However, the actual relocation of the teacher awarded the position may occur at the start of the next school year, provided that such position is still available.

ARTICLE IX. TRANSFERS

- A. Definition: For the purpose of this Article, the terms “unrequested transfer” and “requested transfer” shall mean a change in:
1. Building assignment (movement from one building to another)
 2. Grade level assignment in grades Young 5’s -5.
 - a. A multi-grade assignment is considered to be a grade assignment.
 - b. An elementary teacher in a “looping” assignment is considered assigned to the grade level in which he/she started the looping arrangement.
 3. Elementary specials assignments Young 5’s -5
 4. Non-classroom assignment such as media specialist, guidance counselor, itinerant personnel, etc.
 5. Special Education assignment such as learning disability, emotionally impaired, etc.
- B. In the event that transfer of teachers becomes necessary, lists of available District positions shall be posted per Article VII.

ARTICLE X. PROTECTION OF TEACHERS

- A. The rights granted to teachers in this Article are subject to the following condition: The teacher shall have conducted himself/herself in such a manner with respect to the maintenance of control and discipline in the classroom or elsewhere while the teacher stands in loco parentis to the pupil that would not have unjustly caused or provoked the discipline or control problem. A teacher may take such action as is necessary in those circumstances as is provided by law.
- B. The Board recognizes its responsibility through its Administration to give all reasonable support and assistance to teachers as promptly as the situation warrants with respect to the maintenance of control, discipline and orderly conduct in the classroom. Upon notification or referral from the teacher, whenever it appears to the Administration and the teacher that the teacher requires the assistance of the Administration in matters of discipline, or that the pupil needs the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Administration will take

reasonable steps to correct the situation. The provisions of this Article shall be construed consistently with the statutory obligations of the Board, including, among others, the laws respecting compulsory school attendance, and with due regard for the relationship of the public schools to the Probate Court.

- C. It shall be the responsibility of the teacher to disclose promptly to the principal, or other designated personnel, any conduct of a student during any period when the teacher is in control of the student which may cause the teacher to believe that a student is emotionally disturbed or that the discipline problems require the assistance of the Administration.
- D. Any case of assault upon a teacher in connection with the performance of his/her duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued as a result of any action taken by the teacher in connection with performance of his/her duties, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- H. Any complaints by a student or a parent of a student directed toward a teacher, which after investigation (if any investigation is deemed necessary) by the Administration is not dismissed as being of no consequence to the teacher's records, shall be promptly called to the teacher's attention and the teacher shall be supplied with the name of the student or parent making the complaint.
- I. No disciplinary action shall be taken against a teacher upon any complaint by a parent or a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.
- J. The Board will reimburse teachers for any theft, loss, damage or destruction of clothing or personal property while on duty provided:
 - 1. The clothing or property was customarily used for the performance of duties.
 - 2. The loss was not caused by the teacher's negligence.

- 3. The loss was not due to normal wear and tear.
- 4. The damaged property is offered for repair or disposal by the Board.
- K. The Board will maintain Workers' Compensation for teachers in accordance with the laws of the State of Michigan.

ARTICLE XI.

PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with reasonable building and school district rules, regulations and directions adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.
- B. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being warned or threatened of a reduction in rank, compensation, or loss of a professional advantage, including evaluation of teacher performance.
- C. When a request for such representation is made no further action shall be taken with respect to the teacher until such representative of the Association is present. The Association agrees to promptly, following the request, provide a representative.

ARTICLE XII.
GRIEVANCE AND ARBITRATION PROCEDURES

A. DEFINITIONS

1. Grievance. A “grievance” is a claim based upon an event or condition which affects the hours, wages, terms or conditions of employment of a teacher or group of teachers and/or which draws into question the interpretation, application or meaning of the provisions of this Agreement.
2. Aggrieved Person. The aggrieved person is the person or persons making the claim and may be a teacher, group of teachers, or the Association.
3. Designated Representatives of the Board. The “designated representative of the Board” shall mean the principal in each school building, except that if the grievance arises in more than one school building “the designated representative of the Board” shall mean the Director of Human Resources in charge of personnel. The Board may change the designated representative by giving ten (10) days prior written notice to the President and designated representative of the Association. Such change shall not affect any grievance in process.
4. Designated Representative of the Association. The “designated representative of the Association” shall mean the grievance chairperson of the Association who has been given authority to receive grievances on its behalf. The President of the Association must, in writing, supply the name of this party to the Board before the Board has a duty to deal with him/her. The Association may change or add a designated representative by giving ten (10) days prior written notice to the Board. Such change shall not affect any grievance in process.
5. Designated Alternate. Either party may designate an alternate representative to act in the temporary absence of the regular representative. Such designation shall not affect any grievance in process.
6. Days. The term “days” when used in this section shall, except where otherwise indicated, mean days when the District’s administration building is open.

B. PURPOSE AND POLICY.

1. The purpose of this procedure is to secure, as soon as possible, equitable solutions to problems involving the welfare or working conditions of a teacher or teachers or to problems which draw into question the interpretation or meaning of the provisions of this Agreement. To better effectuate these policies, both parties agree that all proceedings shall be

kept as informal and confidential as may be appropriate at any level of the procedure.

2. It is important that grievances be processed through the step as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit, the grievance shall be considered settled on the basis of the Board's last written answer to the grievance. If the Board as the responding party fails to comply with any time limit at any step, the grievance shall automatically pass to the next step in the grievance procedure. The parties may, however, agree to extend the time limits at any step.
3. Nothing herein contained shall be construed as limiting the right of any individual teacher to present grievances to school officials and/or the Board and to have those grievances adjusted without the intervention of the Association, except that the adjustment, shall not be inconsistent with the Agreement and the Association shall be given the opportunity to be represented at such adjustment.

C. ALL GRIEVANCES SHALL BE HANDLED IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:

1. Step One. The aggrieved person shall begin the grievance procedure by informally discussing the matter with the designated representative of the Board within fifteen (15) days after it occurs or could reasonably have become known to exist in an attempt to resolve the matter.
2. Step Two. If no satisfactory agreement is reached at Step One, the aggrieved person may reduce the grievance to writing and shall deliver a copy of the grievance within ten (10) days of such informal discussion to the designated representative of the Board and to the designated representative of the Association. The written grievance shall recite the facts alleged, the provision(s) of the Agreement claimed to have been violated, the remedy or correction requested and be dated and signed by the employee or employees prosecuting the grievance. Within ten (10) days of the receipt of the grievance the designated representative of the Board shall meet with the Association's designated representative in an effort to resolve the grievance. The aggrieved person, at his/her discretion, may be present at such meeting. Within five (5) days of the above meeting, the designated representative of the Board shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and, if it is denied, stating the reasons for denial.
3. Step Three. In the event the grievance is not satisfactorily resolved at Step Two, the Association's designated representative, within five (5) days of

his/her receipt of the answer, may transmit the grievance in written form together with a proposed solution thereof to the Superintendent of Schools or his/her designee. Within ten (10) days of the receipt of the grievance the Superintendent or his/her designee shall meet with the Association's designated representative in an effort to resolve the grievance. The aggrieved person, at his/her discretion, may be present at such meeting. Within five (5) days of the above meeting the Superintendent or his/her designee shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and, if it is denied, stating the reason for denial.

4. Step Four. In the event the grievance is not satisfactorily resolved at Step Three, the Association's designated representative, within five (5) days of his/her receipt of the answer, may transmit the grievance in written form together with a proposed solution to the Secretary of the Board. The Board, at the next regular meeting following receipt of the grievance by the Secretary of the Board, will consider the grievance and give its answer in writing within five (5) days after the date of such regular meeting.

5. Step Five. Arbitration.

In the event the answer by the Board is not satisfactory to the Association, then within fifteen (15) days following the date of receipt of the Board's answer the Association only, and not an individual teacher, may file a demand for arbitration of the dispute to the American Arbitration Association with a copy of the demand delivered to the Superintendent, all pursuant to the following rules and conditions:

- a. The grievance shall relate solely to the application and interpretation of the terms and conditions of the Collective Bargaining Agreement.
- b. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement and he/she shall have no authority to hear or rule upon any of the following:
 - i. Any matter which could be brought within the jurisdiction of the Teacher Tenure Act (PA 1937, Extra Session, No. 4, as amended);
 - ii. Any matter involving the Board's discretion in the expenditure of funds for capital outlay;
 - iii. The fixing or establishment of any salary schedule;
 - iv. The termination of or decision not to reemploy or decision to continue on probation any probationary teacher as

defined by the Teacher Tenure Act (PA 1937, Extra Session, No. 4, as amended);

- v. Evaluation of teachers
- vi. In the event the Teacher Tenure Act (PA 1937, Extra Session, No. 4, as amended) is repealed, the above paragraphs i. and iv. shall be deleted effective immediately from the Master Agreement.
- c. The decision of the arbitrator shall be final and binding.
- d. Upon receiving a list of arbitrators from the American Arbitration Association, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the arbitrator shall be selected according to the rules of the American Arbitration Association. The parties shall be bound by the rules of the American Arbitration Association.
- e. Only one grievance shall be heard by an arbitrator at any one appointment.
- f. The costs and expenses of the arbitrator shall be shared equally by the parties.
- g. Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the Board's last answer.
- h. In the case of a grievance involving any continuing monetary liability, the arbitrator shall not award compensation or back pay for any period more than thirty (30) calendar days prior to the filing date of the grievance.

ARTICLE XIII.
NO STRIKE CLAUSE

- A. The Association agrees that neither its officers, agents nor members shall authorize, engage in, condone, or ratify a strike. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppage of any kind including “mass” sickness, and other connected or concerted activities having the effect of interrupting work or interfering with the normal school business.
- B. The Association shall not be liable for any violation of this Article, providing that it has taken the following action:
 - 1. Issues to the Board within twenty-four (24) hours after such strike commences a written disclaimer of any responsibility for such action.
 - 2. Notifies the teachers involved, in writing, with copies to the Board, that the action is in violation of the contract and will subject them to immediate discharge
 - 3. Takes such other action as may be reasonable and necessary to assure a prompt restoration of service.
- C. Any teacher who willfully violates any of the above provisions may be disciplined forthwith, up to and including discharge, without recourse to any grievance procedure.

**ARTICLE XIV.
SENIORITY**

- A. For the purpose of this article the following definitions shall apply:
1. Personnel reduction or layoff shall mean a reduction in the bargaining unit staff because of program elimination, program reduction, loss of student enrollment or for economic reasons.
 2. Years of service shall mean the length of continuous service commencing with the last date of hire with the Mona Shores School District and those districts which previously existed and formed the consolidated Mona Shores School District.
 3. Continuous service means such service not interrupted by a break in service except by an approved leave of absence or layoff. All teachers on the staff prior to January 1, 1973, shall be allowed to count as continuous service such transferred credited years allowed from another district not interrupted by a break in service, except by an approved leave of absence.
 4. Effective with the start of the 1985-86 school year, each period of time spent on layoff and/or leave of absence shall count as years of continuous service for a period not to exceed thirty (30) months only for the purpose of the seniority list. For the purpose of the seniority list only, persons on leave as of September 1, 1985, who have accrued more than thirty (30) months of credit prior to September 1, 1985, for that leave shall retain this credit but accrue no more for that leave.
 5. Tenure shall mean that status as achieved and defined in Section 1 of Article III of P.A. 1937, Extra Session, No. 4, as amended (MCL 38.91).
 6. "Probation or probationary teacher" shall mean that status as achieved and defined in Sections 1 and 2 of Article II of P.A. 1937, Extra Session, No. 4, as amended.
 7. For the purpose of seniority credit, teachers who are employed after the start of a school year shall earn credit by dividing the number of days worked by 183. Such computation shall occur as of June 30 of each year. Effective with the start of the 1982-83 school year, teachers who are scheduled to work less than a full daily and/or weekly load shall receive seniority credit as if they worked a full daily and weekly load.
 8. "Qualified and certified" shall mean having the certification(s) or qualification(s) required by any applicable State and/or Federal legislation, regulations or guidelines for the position sought or held by a teacher by the effective date of those requirements for the teacher.

- B. The Board shall maintain an up-to-date seniority list of all employees in the bargaining unit covered by this Agreement. The Board shall prepare and make available to the Association an up-to-date seniority list of all bargaining unit members prior to January 1 of each year. The seniority list of teachers shall reflect the following information: last date and time of hire, degrees held, certificate held, and tenure status.

ARTICLE XV. MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any Board rule, regulation or practice that directly conflicts with any lawful provision of this Agreement. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement
- B. This Agreement will be posted on the District's website with the Association and Association members having the right to print said agreement at no cost to the employee.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The Instruction Committee Chairperson of the Association shall be a member of the District Curriculum Committee.
- E. The Association shall furnish the Board with the names of the members of its Board of Directors.
- F. The School Board agrees to supply each teacher, upon the request of the teacher with a pass for all Mona Shores Schools events occurring on Mona Shores Schools property. This pass shall be good for the teacher and spouse or teacher and guest, it being intended that unmarried teachers may bring a guest. Such pass shall not be transferable.
- G. The Board and Association will cooperate in the planning of in-service programs.
- H. Teachers may elect to receive their pay in either twenty-six (26), or 27 in some years, or twenty-one (21) equal bi-weekly installments. In the event a teacher terminating his/her employment during the school year and owing money advanced under this section does not repay the District, the Association will reimburse the District the advanced money which was not repaid.

- I. In order to protect and enhance air quality and contribute to the health and well-being of all individuals, it is mutually understood and fully agreed by the Board and the Association that the Mona Shores Public Schools buildings and grounds shall be entirely smoke and tobacco free seven days a week, twenty-four hours per day, all year long.

Smoking and use of tobacco products will be strictly prohibited within all buildings, vehicles and grounds. The success of this policy will depend upon the thoughtfulness, consideration and cooperation of smokers and non-smokers. All individuals who violate this policy will be subject to discipline, enforced by designated school personnel, up to but not greater than the State law (\$50 fine).

J. Name Badges.

1. All staff will wear their badge in a visible manner. They will be worn using a clip, a lanyard, a retractable belt clip or other appropriate device. If the badge is not visible, the staff person must be able to immediately produce it if asked.
2. If a staff person forgets their badge, they must use a generic badge available in the office. This badge will not have the memory chip in it, but will serve as visible notice that this is a staff member.
3. If a badge is lost, stolen, or damaged, staff will report it to the building/department office. They will be issued a generic badge from the office until a replacement is obtained. The affected staff person will contact the Technology Department for a replacement badge with a clip. Contact Human Resources if you want a belt clip or a lanyard. There is no cost to the employee.
4. If the District feels that an employee is abusing the badge system, the District will hold a meeting with the employee and an association representative before any disciplinary action will be taken.

ARTICLE XVI.

RESERVED RIGHTS OF THE BOARD OF EDUCATION

There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and Constitution of the State of Michigan and the United States or which have been heretofore promptly exercised by it, excepting where expressly, and in specific terms, limited by the provisions of this Agreement. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff. Such rights shall include, without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to assign, transfer, promote and supervise all such employees and to establish and revise rules pertaining to the conduct of such employees;
- C. To establish educational policy, grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for all students, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; and
- E. To determine class schedules, the hours of instruction, the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

ARTICLE XVII.

SALARIES

A. SALARY FOR DEGREE TEACHERS

1. In ascertaining the contractual salary for each teacher, it shall first be determined which is the proper step and index for that teacher, and then the corresponding index figure shall be multiplied by the base salary in effect.
2. Schedule I defines appropriate steps and indexes.
3. Base Salary and Reimbursements:
 - a. The base salary for the 2018-19 school year shall be \$39,550. (pro-rated for 13 days at the former base of \$38,827 and 170 days at the current 18-19 base salary noted above)
 - b. A teacher on the BA column of the salary schedule shall receive reimbursement payment for fifteen (15) semester credit hours while working toward the BA+30 or MA index. Reimbursement will be at \$150.00 per credit hour. No more than nine (9) credit hours per year (September 1 - August 31) will be granted provided that verification (course transcript/grade record) is sent to the Personnel Office requesting reimbursement prior to October 15. Payment will be included in one of the next two paychecks after verification is provided to the Personnel Office.
 - c. The Board shall reimburse teachers (no more than once every five years) for the cost of the renewal fee of their State of Michigan teaching certificate.
 - d. The Board shall reimburse itinerant personnel for the cost of licenses/certifications required by the State to do their jobs.
4. Ascertaining proper step.
 - a. New teachers may be placed on any step of their respective degree index
 - b. After the initial placement on the salary schedule, teachers shall advance through the step schedule at the rate of one step for every acquired year of teaching experience,
 - c. For the purpose of seniority credit for the salary schedule, teachers who work less than a full daily load and/or are not scheduled to work every day of the school calendar and/or are employed after

the start of a school year shall receive a full year credit by dividing the number of days worked by 183. Such computation shall occur as of June 30 of each year. Movement on the salary schedule pursuant to such credit shall occur only at the beginning of the school year, provided the teacher has credit of 83/183 to receive a half step or 167/183 to receive a full step.

- d. Teachers on an unpaid leave of absence for a portion of the school year shall receive salary schedule credit on a pro rata basis for 2018-19 school years as follows:

If the teacher has taught, been on a paid leave and/or on Workers' Compensation leave for less than the equivalent of two marking periods ($\frac{1}{2}$ of a school year), the teacher will not be advanced on the salary schedule.

If the teacher has taught, been on a paid leave and/or on Workers' Compensation leave for the equivalent of at least two marking periods ($\frac{1}{2}$ of a school year), the teacher will be advanced one-half ($\frac{1}{2}$) step on the salary schedule.

If the teacher has taught, been on a paid leave and/or on Workers' Compensation leave for the equivalent of at least three marking periods ($\frac{3}{4}$ of a school year), the teacher will be advanced a full step on the salary schedule.

5. Ascertaining credit hours.

- a. For those teachers who earned their Master's degree prior to June 1, 1968, no more than six (6) semester hours of graduate credit in the major or minor fields or education course not previously used in meeting requirements for a Master's degree may be counted toward MA plus thirty (30).
- b. For those teachers who earned their Master's degree after June 1, 1968, all graduate hours carried subsequent to June 1, 1968 may be counted toward MA plus thirty (30).
- c. Credit hours must be approved in advance by the Administration if such hours are not graduate courses and not within the following categories:
 - i. Teacher's major or minor fields;
 - ii. Education courses, including administration;
 - iii. Spanish, sociology, technology, philosophy, driver's education, and psychology;

- iv. Courses which are part of an approved program of study for an advanced degree.
- d. Effective August 26, 1996, and thereafter, a teacher who wishes to advance on the salary schedule by using a BA+30 semester hours in lieu of a MA and/or a BA+60 in lieu of a MA+30, may do so as follows:
 - i. All hours must have prior approval of the Director of Human Resources with their focus being improving subject knowledge and/or teaching skills. This course work must be from an accredited college/university or through Mona Shores Public Schools' sponsored professional development. Credit hours may be undergraduate, graduate or Mona Shores' certified courses, District provided in-house instruction/training or contracted training with each session having a credit hour value assigned in advance by the District.
 - ii. Teachers may submit up to six (6) semester hours completed prior to August 26, 1996 to be applied toward the BA+30 and/or the BA+60. The Director of Human Resources may, at his/her sole discretion, approve these courses.
 - iii. Teachers hired subsequent to August 26, 1996 may submit up to six (6) semester hours completed prior to being hired to be applied toward the BA+30 and/or the BA+60. The Director of Human Resources may, at his/her sole discretion, approve these courses.
- e. When credit hours work has been completed, a teacher shall move from one credit hour index to the next as follows:
 - i. Upon presentation to the Superintendent of supporting evidence within thirty (30) days following the beginning of a traditional semester, then such new schedule will apply retroactive to the beginning of that traditional semester.
 - ii. Presentation of supportive evidence after such thirty (30) days shall cause the new schedule to apply at the beginning of the next traditional semester, unless prohibited by law.
- f. Teachers authorized to use their own cars as part of their assignment shall be reimbursed at the standard mileage rate allowed as a deduction by the Internal Revenue Service for use in school business.

- g. Summer Employment.
 - i. Approved instructional/planning time shall be paid at the rate of \$30.00 per hour.
 - ii. Approved curriculum projects time will be paid at the rate of \$120.00 per day (per six-hour day exclusive of lunch).
 - iii. Guidance Counselors at the High School and Middle School shall be compensated on a per diem basis for days approved in advance by the Superintendent or designee.

MONA SHORES SCHOOL DISTRICT

SCHEDULE I SALARY INDEX

<u>Step</u>	<u>BA</u>	<u>MA or BA +30</u>	<u>MA +30 or BA +60</u>
1	1.0000	1.0382	1.0820
2	1.0200	1.0674	1.1275
3	1.0820	1.1458	1.2267
4	1.1211	1.1940	1.2805
5	1.1630	1.2450	1.3370
6	1.2076	1.2987	1.3962
7	1.2550	1.3552	1.4581
8	1.3042	1.4135	1.5228
9	1.3552	1.4736	1.5902
10	1.4080	1.5355	1.6603
11	1.4626	1.5993	1.7332
12	1.5191	1.6649	1.8087
13	1.5774	1.7322	1.8870

* Acknowledged in the salary schedule below is that teacher's received a 2% increase on the salary base for 170 days of the 183 contracted. This was due to the negotiated settlement that stated "the salary steps for the 2018-19 school year would remain frozen unless the health insurance rates came in under what the district had budgeted."

2018-2019

<u>Step</u>	<u>BA</u>	<u>MA or BA +30</u>	<u>MA +30 or BA +60</u>
1.	39,550	41,061	42,793
2.	40,341	42,216	44,593
3.	42,793	45,316	48,516
4.	44,340	47,223	50,644
5.	45,997	49,240	52,878
6.	47,761	51,364	55,220
7.	49,635	53,598	57,668
8.	51,581	55,904	60,227
9.	53,598	58,281	62,892
10.	55,686	60,729	65,665
11.	57,846	63,252	68,548
12.	60,080	65,847	71,534
13.	62,386	68,509	74,631

LONGEVITY PAY – PER SECTION C

Mona Shores – Years*

2018-19

15-19	\$ 791
20-24	\$1,582
25+	\$2,373

Additional 2% = \$791

*Teachers will earn credit toward longevity pay according to their step on the salary schedule. For the 2018-19 school year, teachers will receive 1 credit toward longevity.

B. SUPPLEMENTAL CONTRACT SCHEDULE AND CONDITIONS

1. Credit may be given at the employing official's discretion for experience in the same assignment in another school system. In the event that a coach accepts another coaching position in the same sport, he/she shall receive full credit for his/her experience.
2. In addition to the salary provided by the following schedules a longevity payment shall be added as follows:

Concluding Year in Mona Shores <u>Supplementary Program</u>	Longevity Rate (Percent of Current <u>Position's Salary</u>)
6-9	5%
10-10 +	10%

For the purpose of counting the Mona Shores years of service in the above listed supplementary programs, position changes within a program (e.g., football, track, drama, etc.), such as from boys to girls, different grade levels, assistant to head coach etc., shall count toward achieving the number of years for payment, provided that service in one specific position shall not count toward more than one longevity payment. All persons on the Mona Shores Staff with over five (5) years of experience in a supplementary position within Mona Shores shall qualify for longevity pay upon returning to the supplementary position, regardless of when the previous experience was gained in the activity.

3. The supplemental salary shall be paid regularly over the period of the extracurricular activity, the balance of the pay periods, or in a lump sum at the end of the activity. The longevity payment shall be added to the last payment for the respective supplemental position. (Subject to analysis of benefits of separate check)
4. Supplemental Base Salary

\$38,827 for 2018/19

***For the 2018-19 school year only, the district will make a one-time off schedule payment equating to the difference between the 17-18 BA 1 base salary and the 2018-19 BA 1. This payment will occur for athletic coaches at the end of each season and for the non-athletic positions that fall under Schedule B, it will occur with the second pay of December 2018.**

5. Effective the start of the 2018-19 school year and for the duration of this Agreement, teachers who are eligible shall advance one supplemental salary step for each year of service in the supplementary position.

6. HIGH SCHOOL POSITIONS

NON-ATHLETIC

Percentage of Supplemental Base Salary

Class

Senior Advisor	7.0
Junior Advisor	6.0
Sophomore Advisor	4.0
Freshman Advisor	3.0

Drama Advisor (per play)	7.5
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(Expectation is 3 plays per school year – total 22.5%)

Debate

Head Advisor	15.0
Assistant Advisor	6.0

Department Chairpersons

Department members may recommend candidates for the department chairperson position to the principal.

Membership

1 - 2.49 FTE	4.0
2.5 - 4.49 FTE	5.0
4.5 - 6.49 FTE	6.0
6.5 - 8.49 FTE	7.0
8.5 -10.49 FTE	8.0
10.5 + FTE	9.0

There will be no supplemental payment for department chairpersons on released time.

Guidance Director	9.0
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Honor Society Advisor	5.0
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Music

Middle School/Senior High Band/ Senior Director	12.0	13.0	14.0	15.0	16.0
Instrumental Music Senior High Assistant					8.0
Director of High School Musical (Allegros)					8.0
Middle School Director					8.0
Middle School/High School Asst. Dir.					8.0
Middle School/Senior High Vocal Music					
Senior High Director	12.0	13.0	14.0	15.0	16.0
Senior High Assistant					8.0
Middle School Director					8.0
K-12 Strings Senior Director	12.0	13.0	14.0	15.0	16.0
Middle School Director					8.0
Elementary Choir Director (2 positions: South side/North side)					2.0

Publications	Steps:	1	2	3	4	5
Newspaper Advisor (Sailors Log)						
(plus one hour as now used)	10.0	10.5	11.0	11.5	12.0	
Yearbook Advisor						
(plus one hour as now used)	10.0	10.5	11.0	11.5	12.0	

7. MIDDLE SCHOOL POSITIONS

NON-ATHLETIC

Percentage of Supplemental Base Salary

Department Head (10 position limit)

Department members may recommend candidates for the department chairperson position to the principal.

Membership

1 - 2.49 FTE	4.0
2.5 - 4.49 FTE	5.0
4.5 - 6.49 FTE	6.0
6.5 - 8.49 FTE	7.0
8.5 – 10.49 FTE	8.0
10.5 + FTE	9.0

There will be no supplemental payment for department chairpersons on released time.

Drama Advisor (Head)	8.0
Assistant Drama Advisor (Expectation is 1 play per school year)	5.0
Student Congress (Head)	10.0
Assistant Student Congress (two positions)	5.0
Yearbook Advisor	8.0
	8.5
	9.0
	9.5
	10.0
Math Counts Advisor	4.0

8. SUPPLEMENTAL CONTRACT

FINAL PAY STATEMENT

Fifteen percent (15%) of each supplemental contract amount will be withheld pending final approval by the appropriate supervisor at the completion of the contract.

C. LONGEVITY PAY

1. Those teachers who have completed fifteen (15) years but less than twenty (20) years of continuous service with the Mona Shores School District (including districts annexed or consolidated and now a part of this district) shall receive a sum equal to two percent (2%) of the base salary. The first longevity payment shall be at the end of the fifteenth (15th) year.
2. Those teachers who have completed twenty (20) years, but less than twenty-five (25) years of continuous service with the Mona Shores School District (including districts annexed or consolidated and now a part of this district) shall receive a sum equal to four percent (4%) of the base salary. The first longevity payment of 4% shall be at the end of the twentieth (20th) year.
3. Those teachers who have completed twenty-five (25) years or more of continuous service with the Mona Shores School District (including districts annexed or consolidated and now a part of this district) shall receive a sum equal to six percent (6%) of the base salary. The first longevity payment of 6% shall be at the end of the twenty-fifth (25th) year.
4. Each teacher who is eligible for longevity pay may participate in a professional recognition program ("Program"), which will allow him/her to earn an additional two percent (2%) in longevity pay. Teachers opting not to participate shall continue to receive longevity pay as provided for above.

In order to participate in the Program, a teacher must prepare a written educational growth and productivity plan and submit it to his/her principal/supervisor for approval. By May 15, the principal/supervisor shall notify the teacher in writing whether the plan has been approved. Failure of the principal/ supervisor to respond by May 15 shall mean the plan has been approved. If not approved, the teacher shall have seven (7) days to submit a revised plan and the same approval process repeats itself.

Increased longevity pay may be earned as follows:

The plan must be submitted by May 1 of each year for the following school year and in place before June 1. The teacher must earn four (4) points between June 1 and May 31 of the following year.

Eligibility Rules

- a. Each item below counts for one (1) point, unless otherwise indicated.
- b. No more than two (2) points from any category may be applied in any given year.

Categories/Items

- a. Educational Advancement:
 - i. Successfully completed college or university courses in education in major or minor area or in an area your supervisor gives prior approval for (1 point per semester hour), provided that such course credits cannot be reimbursed according to Section A.3.e. [Verification: A grade report]
 - ii. Any specialized series of training sessions as approved by supervisor (i.e., ITIP, TESSA, Math Their Way), provided that the time is not compensated for by professional leave days and must at least be the equivalent of one (1) semester hour of course work (16 hours) for each point earned. [Verification: A listing of sessions with dates and times]
 - iii. Approved in-service workshops after normal school day and/or on weekends and vacation periods, provided that the time is not compensated for by professional leave days and the time must be at least the equivalent of one (1) semester hour of course work (16 hours) for each point earned. [Verification: A listing of sessions with dates and times]
 - iv. Active membership and participation (i.e., direct involvement in committees or workshops, including related professional readings) in professional organizations related to curriculum, instruction or content discipline (e.g., ASCD, MRA NCTM, provided that the time spent must be at least the equivalent of one (1) semester hour of course work (16 hours) for each point earned). [Verification: A listing of the committees/workshops/readings and the time involved]

- b. Participation in special in-district school program and committee work equal to or more than one (1) semester hour of course work (16 hours) for each point earned: [Verification: A listing of the activities and the time involved]
 - i. Curriculum committee, district/building committee, approved special projects;
 - ii. In-service program presentation;
 - iii. Any extracurricular sponsorship for no pay (clubs, tutoring program. etc.);
 - iv. Liaison with their school's parent-teacher organization.
- c. Teaching Creatively (with approval of immediate supervisor): [Verification: The approval of the supervisor].
 - i. Active participation in application or procurement of educational grants;
 - ii. Active involvement in special school programs;
 - iii. Special projects in teaching:
 - iv. New curriculum projects (summary required in writing before the end of the year);
 - v. New material development for more than own classroom use (description or copies of new material required before the end of the year).
- d. District Employment:
 - i. No more than one (1) day of absence from work in prior school year (personal leave, Association, and professional days are not counted as absences); [Verification: Central Office Records]
 - ii. A district-adopted cost-savings idea from the teacher; [Verification: Central Office Records]
 - iii. One (1) home visit to at least twelve (12) students; [Verification: A listing of names and dates]
 - (i) Make one positive contact (home visit, handwritten personal note or telephone call) with the parents of

each student (elementary and sixth grade home room); [Verification: A listing of names and dates]

- (ii) Make one positive contact (home visit handwritten personal note or telephone call) with the parents of thirty-five (35) students (secondary); [Verification: A listing of names and dates]

- iv. Approved community service (e.g., Rotary, Lions Club), provided that the time spent in active participation must be at least the equivalent of one (1) semester hour of course work (16 hours) for each point earned [Verification: A listing of the activities and the time involved].

- 5. This longevity pay is payable on the last regular pay of each year (subject to analysis of benefits of separate check).

ARTICLE XVIII.

LEAVES OF ABSENCE

A. DEFINITIONS

1. "Immediate Family" shall include father, mother, husband, wife, child, stepchild, (a child for which the teacher has been appointed guardian by a court or agency), sister, brother, parent-in-law, stepparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandchild.
2. "Relative" shall include grandparents, uncle, aunt, first cousin, niece and nephew.
3. "School Month" shall be defined as consisting of twenty (20) days exclusive of Saturdays, Sundays, and legal holidays for school, which shall fall within a school week; a school week to consist of Monday, Tuesday, Wednesday, Thursday and Friday.
4. "Per Diem Basis" shall be the amount obtained by dividing the contractual salary, including longevity, by the number 183.
5. "Half Time": Any leave day under this article for half-day teacher shall be on a half-day basis.

B. SICK LEAVE (Personal illness, personal disability or illness of member of immediate family).

1. Sick leave days shall accrue effective the first day of school at the rate of ten (10) days per school year for ten (10) month teachers, and twelve (12) days per school year for twelve (12) month teachers. Teachers who are employed after the beginning of a given year shall be granted, for the balance of that school year, as many sick leave days as there are school months, or major fractions thereof remaining in the school year.
2. Unused sick leave days from previous years of service shall accumulate and be available to the teacher in the current year. These days shall be in addition to the ten (10) days which accrue every year. The number of days which can be accumulated shall not be limited.
3. Teachers who are unable to begin a new contract year because of personal illness or injury shall be allowed to draw upon previously accumulated and the current year sick leave until it is depleted or until resumption of assigned work.
4. Teachers transferring to the Mona Shores School District shall be allowed recognition of accumulated sick leave as accrued in their professional

employment of the immediate past year, up to a maximum of twenty (20) days.

5. When teachers are ill, they shall notify the principal as soon as possible before the start of the school day. No doctor's excuses will be necessary for the payment of sick leave unless the principal has cause to believe that circumstances warrant such additional proof of illness. The use of sick leave shall be on an ethical basis in keeping with the high standards of the teaching profession.
6. To the extent and at the time that a pregnant teacher has medical information indicating her last day of work prior to delivery and her first available date for work after delivery, such information will be furnished to the Administration.
7. Sick leave days, not to exceed fifteen (15) per year, may be used for illness of members of the immediate family. It is understood that illness of members of the immediate family due to pregnancy shall be treated as any other disability, however, no more than three (3) paid sick leave days shall be used for the purpose of being present for the birth of a grandchild.
8. Additional absences shall result in a per diem deduction based upon contractual salary.
9. Any teacher whose personal illness extends beyond the period compensated for by sick leave pay shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.
10. In no event shall the sick leave extend beyond the number of accumulated paid sick leave days or a time period equal to the number of months of continuous service in Mona Shores or twelve (12) months, whichever is greater, provided no leave shall exceed three (3) years.
11. A statement of sick leave status shall be made available to each teacher on his/her pay stub.
12. The Board reserves the right to consider all sick leave problems extending beyond the limitation set forth herein on the merits of each individual case.
13. The Board shall pay its contribution towards a teacher's insurance premiums for the remainder of the month in which the teacher's sick days are exhausted and for the following month, unless the teacher is off on family and medical leave pursuant to the policies adopted by the Employer under Section J.

14. A teacher electing to terminate employment who has completed ten (10) or more years of service at the District shall be eligible to cash out accumulated sick days as follows: an eligible teacher who has fifty (50) or fewer accumulated sick leave days shall receive payment of Fifteen Dollars (\$15.00) for every day of accumulated sick leave as of his/her last work day. Eligible teachers who have more than fifty (50) days of accumulated sick leave but less than one hundred (100) shall receive payment of Twenty Dollars (\$20.00) for every day of accumulated sick leave as of his/her last work day. Eligible teachers who have one hundred (100) days or more of accumulated sick leave shall receive payment of Twenty-five Dollars (\$25.00) for every day of accumulated sick leave as of his/her last work day. Payment shall be in the form of a non-elective employer contribution to a 403(b) plan account.

C. DEATH IN THE IMMEDIATE FAMILY

1. A teacher shall be allowed, without loss of pay, a leave of not more than five (5) consecutive school days because of a death in his/her immediate family or because of a death of a relative (providing the relative has been living in the home of the teacher).
2. If a teacher misses more than five (5) school days because of a death described in Section C.1., he/she shall suffer a per diem reduction in his/her contractual salary commencing with the sixth (6th) day of his/her absence, unless additional days are granted by the Superintendent.
3. Leave days under this section cannot be accumulated.
4. The provisions of this section shall in no way affect the provisions of Section B.

D. DEATH OF A RELATIVE

1. A teacher shall be allowed, without loss of pay, a leave of not more than three (3) consecutive school days because of the death of a relative.
2. If a teacher misses more than three (3) school days because of a death described in Section D.1., he/she shall suffer a per diem reduction in his/her contractual salary commencing with the fourth (4th) day of his/her absence, unless additional days are granted by the Superintendent.
3. Leave days under this section may not be accumulated.
4. The provisions of this section shall in no way affect the provisions of Section B.

E. DEATH OR SERIOUS ILLNESS OF A FRIEND

1. Absence of not more than one (1) day per year caused by the serious illness or death of a friend shall be compensated for by payment of the contractual salary.
2. Additional days may be granted by the Superintendent upon request.
3. No remainder of leave days granted in the immediately preceding paragraph may be accumulated.
4. Absences as provided for in this Section shall not be counted as absence the provisions of Sections B., C., and D.
5. Additional Absences under Section E. shall result in deduction on a per diem basis.

F. CHILD CARE LEAVE

In addition to a teacher's right to family and medical leave pursuant to the policies adopted by the Employer under Section J., an unpaid leave of absence shall be granted upon request to any teacher for the purpose of child care. Said leave shall not extend beyond the conclusion of the school year in which the leave is granted and shall commence no sooner than fifteen (15) days following the request of the teacher. Every effort will be made to take into account pupil-teacher continuity in the classroom and as nearly as possible, the beginning and ending of the leave will correspond with the beginning or ending of a marking period or semester. It is further provided that:

1. A one-year extension will be granted at the request of the teacher.
2. A pregnant teacher may commence said child care leave after the birth of the child and she is physically able to adequately perform her teaching responsibilities.
3. After completing a child care leave, any additional child care leave for other than a newborn or adopted child or a seriously ill child within the next five (5) years shall be at the discretion of the Board.
4. The leave of absence may be terminated upon mutual agreement of the teacher and the Board.

G. PERSONAL BUSINESS LEAVE

1. Absence of not more than three (3) days per year for personal business (prorated for teachers who work less than a full year) shall be compensated for by payment of the contractual salary.
2. Notice of personal business leave shall be given two (2) days in advance of the day of the leave and need only state that it is for personal business. In cases of emergency, requests for personal business leave shall be determined by the Superintendent.
 - a. Personal business leaves shall not be taken on the first day of school or on parent teacher conference or open house dates. In extenuating circumstances or cases of emergency, the Superintendent may approve these days.
 - b. Personal business leave days may be taken on the school day immediately prior to or following a holiday or vacation period, provided that:
 - i. No more than ten (10) teachers may use such a day on any one day;
 - ii. No more than ten percent (10%) of the teachers in any given building may use such a day on any one day;
 - iii. Requests for such days should be submitted in writing to the Director of Human Resources one hundred eighty (180) days before the vacation or holiday. If more than ten (10) teachers make a timely request for a specific day, a lottery will be held to select the ten (10) teachers;
 - c. In the event there are not ten (10) applications submitted one hundred eighty (180) days prior to the day, requests will be granted in the order in which they are received.
 - d. Teachers who have used a day to extend a holiday or vacation within the two (2) previous school years shall only be allowed to use another day if less than ten (10) teachers have requested that day off one hundred eighty (180) days prior to the day.
 - e. Personal business leave shall not be deducted from accumulated sick leave days. Unused personal business leave days shall be added to the teacher's accumulated sick leave.
3. A fourth (4th) personal business leave day shall be available each school year under the following conditions:

- a. The teacher shall be compensated by the payment of his/her contractual salary less the daily substitute rate.
 - b. The provisions of Section G.2. shall be applicable.
 - c. If unused, it will not be added to the teacher's accumulated sick leave nor may the teacher elect to be paid for it.
4. Additional absence under Section G. shall result in reduction on the per diem basis.

H. LEAVES OF ABSENCE

1. Leaves of absence with pay not chargeable against absences under Sections B., C., D., E., F. and G. shall be granted for the following reasons:
- a. Absence when a teacher is called for jury service. Such pay shall be the difference between the jury pay and the teaching salary.
 - b. Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever a teacher is subpoenaed to attend any proceeding.
 - c. Approved visitation at other schools or for attending educational conferences or conventions, including Association meetings.
 - d. A total of twenty (20) days in each school year shall be allowed to the Association for attendance at the MSTEA membership activities. An additional twenty (20) days shall be allowed to the Association with the approval of the Superintendent where the Association shall reimburse the Board the salary paid the substitute teacher. A written request from the President of the Association should be made specifying the teacher and the days involved.
 - e. Time necessary to take the selective service physical examination.
2. Leaves of absence without pay shall be granted upon application for the following purposes:
- a. Study related to the teacher's certificated field.
 - b. Study to meet eligibility requirements for a certificate other than that held by the teacher.
 - c. Study in the teacher's major field or special assignment in research or teaching that would be of advantage to the school system.

- d. Leave for exchange teaching position in accordance with conditions prescribed by Section 571 of the School Code of Michigan.
 - e. The parties shall abide by all local, State and Federal laws pertaining to the granting of leave and the reemployment of employees who perform active service in the uniformed services of the Armed Forces of the United States.
3. The Board may grant a leave of absence without pay for the purpose of campaigning for, or serving a public, MEA or NEA office. A teacher on a leave of absence to serve in a MEA or NEA office shall have the option of receiving a paid leave of absence provided that the teacher or the Association reimburses the Board for the salary paid to the teacher on leave by the Board during said leave, including the contribution by the Board to the Michigan Public School Employees Retirement System.
 4. The following shall apply whenever a leave of absence is granted by the Board.
 - a. All teachers who have attained tenure status shall retain said status.
 - b. Accumulated sick leave as of end of contractual period shall be retained and credited to said teacher upon return to the staff.
 - c. Position on the salary schedule shall be retained by the teacher on leave. Position shall be determined as that held by teachers at termination of contract.
 - d. Acceptance of full-time employment without approval of the Board terminates the leave. (It is suggested that if "full-time" is questionable, a written opinion should be sought).
 - e. At the beginning of the next calendar year (February or earlier) following granting of the leave, a written notice shall be sent to the Superintendent of Schools, indicating whether or not the teacher wishes to return.
 - f. The Association President shall be notified of all teachers on leave of absence.

I. MISCELLANEOUS PROVISIONS REGARDING ABSENCE

1. The Superintendent shall certify the legitimacy of a claim for compensation for absence covered in Sections B., C., D., E., F., G. and H. by entering on the payroll report the dates and causes for said absence.

2. Teachers who may have accumulated sick leave days under the provisions of Section B. and who terminate their employment with this school system shall not be compensated for unused sick leave days, except as provided in Article XVIII, and said unused sick leave days may not be carried forward in case of subsequent reemployment by this school system.
3. Any absence for causes other than those set forth in the preceding sections and paragraphs shall be subject to conference between the absentee and the Superintendent of Schools who shall determine what compensation, if any, shall be made for such absence, this decision being subject to approval by the Board.
4. Absence from institutes, regional conventions or any other meeting for which school has been closed and for which teachers are paid shall receive the same consideration as absence when school is in session.
5. In addition, all provisions of this policy shall apply when the district offers summer employment for summer school, at the rate of one (1) day per month; one (1) day for a six (6) week session. Any unused portions of the days granted will be allowed to accumulate.
6. The Principal shall cause to be kept an accurate record of all absences on the part of a teacher on the appropriate form.
7. The Board reserves the right to grant other extended leaves which, in the opinion of the Board, may be of benefit to the school system.

J. FAMILY AND MEDICAL LEAVE

1. The Employer and the Association agree that the Employer shall have the right to develop, approve and implement new policies on family and medical leave which comply with the Family and Medical Leave Act of 1993 and are not contrary to nor inconsistent with the terms of this contract.
2. In the event a leave under the provisions of the Family and Medical Leave Act continues through the last day of the school year, the Board shall continue its contribution to the payment of insurance premiums for the subsequent July, August and September.

ARTICLE XIX.

INSURANCE PROTECTION

A. HEALTH INSURANCE

9/1/2018 – 8/31/2019

Choices II w/\$10 generic/\$20 name brand w/\$300/600 Saver RX	OR	MESSA ABC II Plan \$2,000/\$4,000 HAS ABC RX
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For the 2018-19 School Year, the MSTEA and the District will choose insurance coverage from a mutually agreed upon insurance plan(s).

Those teachers choosing the MESSA Choices II will be responsible for the difference in cost between the two plans. The District's maximum contribution towards health insurance coverage will be 80% of the cost of the MESSA ABC II Plan for the 2018-19 School Year the District and Association can mutually agree to look at other options for medical coverage. This may include looking at other medical carriers, but will include exploring other MESSA plans and/or riders to reduce costs. The District and Association **may** also mutually agree to switch from 80/20 cost sharing to utilizing the maximum CAP as provided by State Law.

If the District has to enforce the CAP for the 2018-19 School Year, both sides agree to look at the salary schedule for the same school year.

For teachers who elect the MESSA ABC II Plan, the District will fully fund their HSA deductible contribution. Payments toward funding that deductible contribution will be made into the teachers' individual HSA accounts, with the annual payment being made with the first payroll in January of each year.

Teacher Contribution to Premium

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan II, the deductible will automatically adjust to meet the federal minimum requirement.

The teacher's premium contribution will be payroll deducted, in equal amounts from the teacher's paycheck through a qualified Section 125 Plan, and as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to teachers' Health Savings Accounts administered through Health Equity.

Teachers may contribute, through payroll deduction and electronic transfer, additional money towards their Health Equity Health Savings Account up to the maximum amounts allowed by Federal law.

A full time teacher who elects not to enroll in health insurance coverage shall receive through a qualified IRS Section 125 Salary Reduction Plan the following amount: \$191.67/month.

A teacher in a position that is .5 FTE or greater but less than a full time load shall receive a monthly premium subsidy from the Board not to exceed the amount determined by multiplying the cost of the current insurance plan (i.e, the full family monthly premium rate plus the deductible contribution paid by the District) times the percentage that equals the teacher's work load (e.g., 80% of full time, etc). -The teacher shall also be eligible for PAK B insurance benefits set forth in Sections B. (life insurance), C. (dental insurance), D. (vision insurance), and G. (long-term disability).

Each teacher may elect to have his/her salary reduced by an amount specified by the teacher. The Board shall apply such specified amount to the respective teacher's health insurance premium salary reduction plan account to be allocated to the health insurance benefits selected by the teacher.

B. LIFE INSURANCE

The Board shall provide, without cost to the teacher, MESSA term life insurance protection in the amount of Forty Thousand Dollars (\$40,000) plus AD&D that will be paid to the teacher's designated beneficiary. For the 2018-19 School Year, the MSTEA and the District will choose life insurance coverage from MESSA or another mutually agreed upon insurance plan(s).

C. DENTAL INSURANCE

The Board shall provide for all teachers and their dependents the MESSA/Delta Dental Plan "D" with Orthodontic Rider 004, 80% Class I, 80% Class II, 80% Class III and 80% Class IV orthodontics with a per person annual maximum of \$2,000 for Class I, II and III and a per person annual maximum of \$3,000 for Class IV with sealants and including Internal and External Coordination of Benefits. The teacher's contribution shall be seventeen and one-half percent (17^{1/2} %). For the 2018-19 School Year, the MSTEA and the District will choose Dental insurance coverage from MESSA or another mutually agreed upon insurance plan(s).

D. VISION INSURANCE

The Board shall provide for all teachers and the dependents, without cost to the teacher, the MESSA Vision Plan VSP-3 Gold. The teacher's contribution shall be

seventeen and one-half percent ($17\frac{1}{2}\%$). For the 2018-19 School Year, the MSTEA and the District will choose Vision insurance coverage from MESSA or another mutually agreed upon insurance plan(s).

E. HEALTH INSURANCE SALARY REDUCTION PLAN.

The Board shall provide a qualified IRS Section 125 Salary Reduction Plan.

F. GENERAL PROVISIONS RELATED TO INSURANCE COVERAGE

1. The insurance year shall be twelve (12) months from September 1 through the following August 31. The annual open enrollment period shall be in October.
2. Newly hired teachers must report for duty before the Board is obligated to pay any insurance premium. For each insurance program in this Article, the effective date for each new teacher shall be September 1, unless the teacher is not covered by any other coverage from any other source in which case the effective date shall be September 1. A teacher who is hired with an effective first work day after the first required work day of the school year shall be entitled to insurance coverage effective with the month following his/her first work day.
3. A part-time teacher in less than a five tenths (.5) Full Time Equivalent (FTE) position is not eligible for the life, dental, vision and long term disability insurance benefits in this Article.
4. In the event a teacher is terminated or resigns during the school year, the insurance shall terminate at the end of the month of termination or resignation.
5. In the event a teacher dies during the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the balance of that school year on the same terms and conditions as for an active teacher. If the teacher dies after the completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums through August 31st of that year.
6. In the event a teacher goes on an unpaid leave of absence (other than sick leave or family and medical leave pursuant to the policies adopted by the Employer under Article XVIII Section J.) or is laid off during the school year, the insurance shall be continued on the same terms and conditions as for an active teacher through the month following the month in which the teacher went on leave or was laid off.

7. In the event a teacher leaves employment after the end of a school year and before the start of the next school year, the insurance shall continue on the same terms and conditions as for an active teacher through the following August unless the teacher becomes employed by another employer and becomes covered by health insurance for which the new employer makes a comparable percentage of premium contributions with respect to each insurance program included in this Article.
8. The Board, at its option, may purchase the health, life, dental, vision and long-term disability insurance into a PAK.

G. LONG TERM DISABILITY

The Board shall provide MESSA Long Term Disability insurance for each teacher. For the 2018-19 School Year, the MSTEA and the District will choose long-term disability insurance coverage from MESSA or another mutually agreed upon insurance plan(s).

Benefits of the 2018-19 MESSA LTD Plan shall begin upon termination of the teacher's sick leave or after ninety (90) calendar days, whichever is greater and continue at sixty percent (60%) of the teacher's monthly salary to age sixty-five (65). A teacher's "monthly salary" shall be determined by dividing the teacher annual salary by twelve (12). The teacher's annual salary shall include all the salary and pay provided by Article XVII, including longevity pay, supplementary salary schedule amounts, etc. The LTD policy shall include the following features:

1. MAXIMUM MONTHLY BENEFIT

Sixty percent (60%) of monthly salary, as defined above (Annual Gross Benefits as specified in the Schedule of Benefits reduced by any "income from other sources" divided by twelve), will be payable with no maximum benefit amount other than the "Combined Maximum Limit" described immediately hereafter.

The total combined amount of benefits payable under this plan and benefits payable as a result of disability or governmental provisions of governmental and Employer-sponsored plans may not exceed sixty percent of an insured monthly salary, exclusive of bonuses and overtime.

The amount of the "Monthly Benefit" of this plan when added to benefits payable to the insured employee under

- a. Any Employer-sponsored disability or retirement plan, whether voluntary or compulsory,
- b. Any governmental disability or retirement plan (federal, state, or political subdivision thereof, including primary and dependent Social Security benefits), and

- c. Workers' Compensation or similar legislation may not exceed the "Combined Maximum Limit" except that the "Monthly Benefit" will not in any case be less than ten percent (10%) of the employee's basic monthly salary or wage.

2. No Exclusion On Mental And Nervous Condition

The mental/nervous limitation after the first two (2) years of total disability, as described in the Limitations and Reductions Section, will be waived and all mental/nervous conditions will be fully covered. "Sickness" means any physical or mental illness.

3. No Exclusion On Alcoholism Or Drug Addiction

The alcoholism/drug addiction limitation after the first two (2) years of total disability, as described in the Limitations and Reductions Section, will be waived and all alcoholism/drug addiction conditions will be fully covered.

4. Social Security Freeze

The amount of reduction in Long Term Disability benefits resulting from Social Security payments will be calculated when Long Term Disability benefits begin and then, for the purposes of the plan, the amount of such Social Security benefit shall be frozen. Any later legislative changes increasing Social Security Old Age, Survivors, and disability insurance benefits will not be used to further reduce the Long Term Disability benefit.

5. Rehabilitation Clause (50% Of Rehabilitation Offset)

Benefits are not payable during the disability when:

- a. An insured person is not under the regular care of a legally qualified physician or surgeon; or
- b. An insured person is engaged in any work for compensation, wages, or profit. This limitation will be waived up to two (2) years while an insured person otherwise eligible for the monthly disability benefit participates in a program of rehabilitation or retraining approved in writing. Not more than fifty percent (50%) of any income from compensation or wages which may be earned each month by this insured person during this approved rehabilitation or retraining period will be included as other income under the "Integration With Other Benefits" provision, with the monthly benefit adjusted accordingly.

Adjusted Benefits will not in any way be less than ten percent (10%) of the insured person's basic monthly salary or wage, however.

6. Layoff Provision Up To Three (3) Months

Coverage for any teacher laid off shall be continued to the end of the third policy month following the policy month in which the Layoff begins.

7. No Pre-Existing Condition Or Eligibility Waiting Period

The pre-existing condition limitation and eligibility waiting period shown in the Description of Coverage will be waived and all pre-existing conditions will be fully covered.

8. Five Year Own Occupation Clause Rather Than One Or Two Year Limitation On Job Description

"Total Disability" normally means that during the first two (2) years of one (1) period of total disability the employee is unable to perform any of the duties of his/her regular occupation. This provision shall be extended to a five (5) year period rather than the normal one (1) or two (2) year period.

After the period of five (5) years has been exceeded during total disability, the employee must be able to engage in any and every occupation for which he/she is reasonably fitted by his/her education, training or experience.

9. Minimum Monthly Benefit Payout Of No Less Than Ten Percent (10%) Of Teacher's Monthly Salary

The Monthly Income Benefit payable during the insured's total disability is the Annual Gross Benefit as specified in the Schedule of Benefits reduced by any "income from other sources," divided by twelve (12). The Monthly income Benefit will not in any case be less than ten percent (10%) of the insurer's "basic annual earnings" divided by twelve (12), unless ten percent (10%) of the insured's basic annual earning divided by twelve (12) exceeds the maximum dollar amount specified in the Schedule of Benefits, in which case the Monthly Income Benefit shall be limited to said maximum dollar amount.

10. The teacher's contribution shall be seventeen and one-half percent ($17\frac{1}{2}\%$).

H. All insurance benefits for which the Employer is obligated, to contribute shall be subject to the underwriting rules, regulations, and limitations as set forth by the respective insurance carrier.

- I. The Board, by payment of the premiums set forth herein and completion of MESSA's Employer Participation Agreement, shall be relieved from all liability with respect to the benefits provided by MESSA or its underwriters. The failure of MESSA or its underwriters to provide any of the benefits for which it has contracted shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation by the Board.
- J. Disputes between teacher(s) or beneficiaries of teacher(s) and MESSA or its underwriters shall not be subject to the Grievance Procedure established in this Agreement.

**ARTICLE XX.
RETIREMENT BENEFITS**

A.

The Board will make an annual contribution in the amount of \$500 at the first payroll in April for full-time teachers (pro-rata for a teacher in a position that is less than a full-time load) who had not worked in a Michigan public school under the Michigan Public School Employees Retirement System prior to July 1, 2010 in the form of a non-elective employer contribution to a teacher's 403(b) account.

B.

An eligible teacher electing to retire from the District shall be entitled to receive:

1. Requirements for Eligibility. A teacher must:
 - a. Have completed ten (10) or more years of service with the District and be at Step 13 of any column on the District's Salary Schedule on or before the effective date of termination of his/her employment.
 - b. Be eligible for early or regular retirement under the Michigan Public School Employees Retirement System ("MPERS") on the effective date of termination of his/her employment.
 - c. Terminate his/her employment at the end of a semester (or between school years). Exceptions can be made by mutual consent of the Superintendent and the Association.
 - d. Have no pending tenure charges at the time of the teacher's termination of employment which have been voted upon to proceed by the Board and if appealed by the teacher and a hearing is held are ultimately sustained.
 - e. Sign a Release and Waiver of Claims at least fourteen (14) calendar days prior to the effective date of his/her resignation and fail to exercise his/her right to revoke the Agreement during the seven (7) day period after executing the Agreement.

The following language is in effect for only those employees hired into the District prior to September 1, 2016. For employees hired after September 1, 2016, there will be no initial Retirement payment nor will there be Supplemental Insurance Payments. However, the District will continue to honor the Early Retirement Notification payment of \$1,000 or \$500 noted below.

2. Supplemental Insurance Payments. The Board will make an annual payment in the amount of \$1,750 to an eligible teacher with no spouse or eligible dependent(s) or \$3,000 for any other eligible teacher who is enrolled in the health insurance plan provided by MPSERS. If a husband and wife are both eligible for these supplemental insurance benefits, the Board will make an annual contribution of \$1,750 for each (or a total of \$3,500). During the first five (5) years after a teacher's retirement, the annual contribution (if applicable) will be in the form of a non-elective employer contribution to the teacher's 403(b) account. No cash option will be allowed. Beginning the sixth (6th) year after a teacher's retirement, the annual contribution (if applicable) will be made to a Voluntary Employees Beneficiary Account ("VEBA"). To the extent the contributions to a teacher's 403(b) account are not eligible for the tax benefits permitted by law, the contribution will be made to a VEBA, and vice versa. A teacher shall have up to five (5) years after retirement to enroll in the insurance plan provided by MPSERS to be eligible for this benefit. The Board's obligation to make annual contributions shall not commence until an eligible teacher is enrolled in the insurance plan provided by MPSERS and shall terminate if the teacher discontinues enrollment, dies or after five (5) years of contributions by the Board.
3. Retirement Payment. An eligible teacher shall receive a lump sum payment in the amount of One Thousand Dollars (\$1,000.00) for each year of full-time service as a teacher at the District (pro rata for a teacher in a position that is less than a full-time load), less the amount the Board has contributed to the teacher's 403(b) account under Section A. above; provided that:
 - a. 2014/15 School Year and After **for those staff hired prior to September 1, 2016.**

The maximum amount of the additional contribution by the Board shall be \$8,000.

 - b. Method of Payment: The payment by the Board shall be in the form of a non-elective employer contribution to the teacher's 403(b) account.

C.

A teacher who informs the Superintendent sixty (60) or more days in advance of his/her intent to retire at the end of a semester or between school years will receive an additional one-time Five Hundred Dollar (\$500.00) payment. The payment shall be in the form of a non-elective employer contribution to his/her 403(b) account within thirty (30) days of receipt of retirement notice.

A teacher who informs the Superintendent by February 1 of his/her intent to retire at the end of the school year will receive a one-time One Thousand Dollar (\$1,000.00) payment in lieu of the \$500.00. The payment shall be in the form of a non-elective employer contribution to his/her 403(b) account within thirty (30) days of receipt of retirement notice.

D.

The Board shall take and maintain such reasonable action as is permissible and necessary to allow teachers wishing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest) on a tax deferral basis.

ARTICLE XXI - SUBSTITUTE TEACHERS IN LIEU OF CONTRACT TEACHERS

- A. Positions which will be vacant for up to ninety (90) working days will be filled by personnel, including from entities furnishing substitute teachers, who have met the state certification requirements. They will be paid the graduating schedule as follows: days 1-10 daily sub rate; days 11-60, eighty-eight dollars (\$88.00) per day; days 61+ will be paid at a per diem rate of 1/183 of the regular teacher salary schedule as determined by Article XVII Section A.4.
- B. Positions which will be vacant for more than ninety (90) working days will be filled by personnel including from entities furnishing substitute teachers who have met the state certification requirements. They will be paid the graduating schedule as follows: days 1-60, one hundred fifty dollars (\$150.00) per day; days 61+ will be paid at a per diem rate of 1/183 of the regular teacher salary schedule as determined by Article XVII, Section 4A.
- C. Pay for part-time positions of known extended absence shall be handled as a separate contract basis with pay at one-sixth (1/6) of the individual's contractual daily rate for each extra period of teaching.

ARTICLE XXII - INCLUSION/MEDICALLY FRAGILE

- A. LEAST RESTRICTIVE ENVIRONMENT
 - 1. The Board and the Association recognize and agree that the District will take any and all steps appropriate to meet the requirements of federal and state law for educating handicapped students in the least restrictive environment.
 - 2. Through the collaborative efforts of the Association and the District administration:
 - a. Training needs will be identified and in-service opportunities will be developed and offered to help all direct participants in the education process.
 - b. Appropriate support in the form of materials, planning time, personnel and other related services deemed necessary by mutual agreement of the teacher and the building administrator will be provided.
 - 3. Input from those closest to the delivery of educational and support services is critical to the success of any planning regarding such services. Therefore, any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular

education classroom setting shall be notified, in writing, of the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. Additionally, at least one (1) general education teacher will be invited to participate in the IEPC.

4. Teachers who believe that the implementation of a handicapped student's current IEPC is negatively impacting the student's educational progress and/or impeding the learning progress of non-handicapped students are encouraged to call a meeting of appropriate staff to discuss the problem and possible resolutions.

B. MEDICALLY FRAGILE STUDENTS

1. A teacher assigned students who require "School Health Services" shall not be expected to perform routine, scheduled maintenance of equipment used by the students to sustain their bodily functions nor to render routine, scheduled care or maintenance of bodily functions (e.g., tracheotomy care/suctioning, toileting, etc.) related to the students' conditions.
2. The teacher shall be informed of and instructed in the emergency routines which may be necessary due to the students' impaired conditions.

ARTICLE XXIII
SCHOOL IMPROVEMENT/SITE-BASED DECISION MAKING

- A. The Board and the Association agree that, in conjunction with PA 25 of 1990, MSA 15.4627, et. seq., District-wide School Improvement plans are a shared goal of the parties.
- B. The parties agree that the term and conditions of the collective bargaining agreement will govern with respect to wages, hours and conditions of employment, and that they will not be altered or modified through the School Improvement process without prior written agreement between the parties.
- C. Site-Based Decision Making (SBDM) is the process by which teachers at the work-site jointly make decisions affecting their working conditions. Decisions made by the SBDM Committee that require a deviation from the collective bargaining agreement will be permitted only after a properly executed Letter of Agreement between the Board and the Association.
- D. The involvement of teachers in both the School Improvement process and Site-Based Decision Making shall be voluntary participation or non-participation in either shall not be used as a criterion for evaluation, discipline or discharge.

ARTICLE XXIV
MENTOR TEACHERS

- A. In accordance with Section 1526 of the School Code, teachers in their first three years of employment as a classroom teacher shall be assigned a Mentor. The purpose of such a relationship shall be to provide new teachers with assistance, resources and information in a non-threatening, collegial fashion.
- B. Participation as a Mentor teacher shall be voluntary.
- C. The Mentor teacher shall:
 - 1. be an active or former (retired or otherwise experienced) K-12 educator who has demonstrated mastery of the teaching profession. Current faculty members shall be given consideration for Mentor positions.
 - 2. be assigned for one year. The Mentor and Mentee and the administrator will determine if the assignment will be renewed for the following school year.
 - 3. maintain a confidential relationship with the Mentee and shall not, in any fashion, be included in the formal evaluation process of the Mentee.
 - 4. be provided appropriate training to aide in the mentoring process.
 - 5. be granted, along with the Mentee, adequate release time to support the goals of the mentoring process.
- D. For each Mentee assigned, Mentor teachers shall annually be paid a percent of the Supplemental Base Salary according to the following schedule:
 - 1. Mentee has zero years of teacher experience = 2%
 - 2. Mentee has one year of teaching experience = 1.5%
 - 3. Mentee has two years of teaching experience = 1%
- E. All Mentor teachers shall be paid a one time “training stipend” of 2% of the Supplemental Base Salary in the first year in which they become a Mentor.
- F. The MSTEA and the Administration shall hold ongoing dialogue to help refine the new teacher induction process.

ARTICLE XXV SCHOOL CALENDARS

A.

The Board will provide at least two (2) half days each school year for staff development, which will be jointly planned by the Administration and the Association. If mutually agreed to, two (2) half days may be combined, thus having 180 student days.

B.

It is recognized by the parties that, as professionals, teachers work many hours in addition to the time spent in student contact or at school. In order to recognize such time, fourteen (14) professional days are added to the calendar, which are used in self-initiated and self-directed professional development and lesson/material preparation. Classes, seminars, workshops, professional reading, and working in one's classroom are but a few things that teachers do outside of the normal school calendar/day. Since they are professionals, teachers have no obligation to account to the District on how or when they utilize these days.

C.

In the event that scheduled student instructional hours/attendance days are cancelled to the extent that the minimum number of student instructional hours/days to receive full State Aid for pupil instruction cannot be met, the parties agree to negotiate how the minimum number of student instructional hours/days required shall be added to the calendar. Teachers shall only be paid extra for the make-up hours/days if they were required to be in attendance for the corresponding hours/days that were cancelled.

D.

Teachers new to the District shall be required to report prior to the start of the new school year for up to two (2) additional days of professional development as part of their contractual salary. Any days required prior to the start of the new school year greater than two (2) days will be paid at the regular contractual teacher hourly substitute rate.

**ARTICLE XXVI
ESEA (NO CHILD LEFT BEHIND)**

A.

The Board and the Association share a common interest in seeing that all members of the teaching staff who must obtain “highly qualified” status under the No Child Left Behind Act (“NCLB”) do so. To facilitate that goal, the Board agrees to allow teachers to satisfy any of the options for becoming “highly qualified” for his/her teaching assignment that are recognized and approved by both the United States Department of Education and the Michigan Department of Education.

B.

If any actions required by the Board or District under the NCLB result in a duty to bargain under the Public Employees Relations Act, bargaining shall be initiated by the parties in a time frame sufficient to allow completion of bargaining prior to the deadlines specified in the NCLB.

**ARTICLE XXVII
DURATION AND TERMINATION**

A.

This Agreement is effective commencing August 14, 2018 and shall continue until midnight August 15, 2019, at which time it shall terminate whether or not any notice of termination has been served on either party by the other.


B.

Commencing no later than April 2019, the parties shall meet and arrange for negotiations of the next collective bargaining agreement.

VALIDATION OF THE CONTRACT

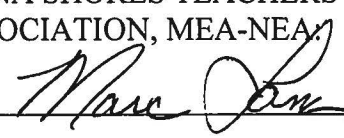
In witness whereof, the parties hereto have executed this Agreement.

BOARD OF EDUCATION OF THE DISTRICT
OF MONA SHORES:

By: 
Dir. of HR, Chief Negotiator

Date Ratified: August 15, 2018

MONA SHORES TEACHERS' EDUCATION
ASSOCIATION, MEA-NEA:

By: 
President

Date Ratified: August 15, 2018