

**ARTICLE I**

**RECOGNITION**

- A. The *Board* recognizes the Montague Teachers Education Association, MEA-NEA hereafter referred to as the "*Association*", as the exclusive bargaining representative for the entire certified and/or approved professional teaching staff hereafter referred to as the teacher(s), including the position of:

Classroom Teachers  
Support Teachers  
Counselors  
Speech Therapist  
School Social Workers

Librarians  
Vocational Education Teachers  
Special Education Teachers  
Special Education Consultants  
Permanent Substitutes

- B. Excluded from this contract are supervisory and executive personnel, office, clerical, aides, transportation, maintenance and operating personnel, per-diem substitutes, community education and alternative education teachers and any other non-teaching position.
- C. The term "*Board*" shall include its officers and designated representatives.
- D. Any new teaching position created during the life of this Agreement will be added to the unit providing it is similar to any position heretofore recognized.
- E. "*Permanent Substitute*" is defined as any teacher who is employed as a substitute for more than fifteen (15) consecutive days for one teacher. A permanent substitute will be paid the daily rate of the BA Base Schedule. After sixty (60) consecutive working days in the same teaching assignment, a permanent substitute will be eligible for all benefits which the regular staff is offered and shall become a member of the bargaining unit.

## ARTICLE II

### **ASSOCIATION/TEACHER RIGHTS**

It is agreed that all rights guaranteed under the law to the *Association*, except those which are clearly relinquished herein by the *Association* shall be by way of illustration and not limitation as follows:

- A. School facilities or equipment may be used by the *Association* under the same policies in effect for other local organizations. This use may not interfere with the operation of the school district. The *Board* may charge such costs as may be incurred from necessary custodial services, materials and/or damages to any such facilities or equipment used by the *Association*.
- B. The following provisions shall be applied to all requests for information regarding a bargaining unit member under the Freedom of Information Act.
  - a. All requests forwarded to the office of the superintendent will be promptly shared with the teacher and *Association*. A copy of the request shall be provided to the teacher and *Association*.
  - b. If requested by the teacher, and as soon as possible, the superintendent will meet with the affected teacher (and MTEA representatives if the teacher requests such representation) to review the FOIA request and the documents requested.
  - c. The district and *Association* shall comply with all provisions specified under the Freedom of Information Act. Unless mutually agreed to, the district will not provide any information that is not specifically required under the act.
- C. Duly authorized representatives of the *Association*, shall be permitted to transact official *Association* business on school property, provided that this shall not interfere with any *teacher's* work responsibilities or interrupt normal school operations.
- D. The *Board* agrees to make available to the *Association* public information as required by the Freedom of Information Act. Names and addresses of all teacher(s), and such other information as will assist the *Association* in developing intelligent, accurate, informed and constructive programs on behalf of the students and their teachers, together with information which may be necessary for the *Association* to process any grievance shall also be made available for immediate duplication on the premises. At the *Board's* discretion, costs for material and for labor will be borne by the *Association*. Excluded shall be items related to *Board* negotiating strategy or an individual's personnel file without his consent.
- E. No teacher shall be reprimanded, disciplined, discharged, reduced in rank or compensation without just cause. The discharge provision of this section shall not apply to probationary teachers.

## **ARTICLE II (con't)**

- F. Teachers are encouraged to confer and make recommendations to their immediate supervisors on all aspects of the educational process. When the supervisor receives a recommendation or proposal the teacher may schedule a meeting, if requested, to discuss the matter with individuals submitting such recommendations.
- G. Tenure shall not accrue in non-classroom positions within the bargaining unit. Counselors or the librarian in full-time positions during the 1986-87 school year shall be excluded from this section.
- H. Representatives of MTEA/MEA and the Board will discuss concerns about distance learning and, if legal, reach an agreement that shall be added to this contract by June 2007.

## **ARTICLE III**

### **DISTRICT RIGHTS**

The *Association* recognizes that the *Board* on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities particularly conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as otherwise provided in this Agreement, including by way of illustration and not limitation, the right:

- A. To the executive management and administrative control of the school system, its properties and facilities and the activities of its employees during the working day.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, demotion, promotion and/or transfer.
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the *Board*.
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teacher materials and the use of teaching aids of every kind and nature.
- E. To determine class schedules, hours of instruction, duties, responsibilities, length of workday, and assignments of teachers.
- F. To hold staff meetings to promulgate information relative to the above.

## **ARTICLE IV**

### **PROFESSIONAL DUES**

- A. Teachers may sign and deliver to the *Board* an assignment authorizing deduction of membership dues and assessments of the *Association* (including the National Education

## ARTICLE IV (con't)

*Association*). Appreciating the bookkeeping services furnished to the staff, such authorizations shall be made before September 15 and continue in effect unless such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Administration.

- B. 1. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the *Association*, or pay a service fee to the *Association* equivalent to the amount of dues uniformly required of the members of the *Association*, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the *Association* or authorized payment through payroll deduction the employer shall, pursuant to MCLA 408.477, MSA 17.277 (7) and at the request of the *Association*, deduct the service fee from the bargaining unit member's wages and remit same to the *Association* under the procedure provided below.

Payroll deductions made pursuant to this provision shall be made in equal amounts as nearly as may be from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the *Association*, or its designee, no later than twenty (20) days following deduction.

Deductions from bargaining unit member checks will be made in equal amounts over 20 consecutive pay periods. Teachers who begin work after the beginning of the school year will have equal deductions made for the pay periods remaining to the 20<sup>th</sup> pay period for the year.

2. The procedure in all cases of nonpayment of the service fee shall be as follows:
- (a) The *Association* shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the *Board* in the event compliance is not effected.
  - (b) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the *Association* may request the *Board*, to make such deduction pursuant to paragraph (A) above.
  - (c) The *Board*, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the *Association* or authorized payroll deduction for same.
3. Pursuant to Chicago Teachers' Union v Hudson, 106 S. Ct 1066 (1986), the *Association* has established an "Objections to Political-Ideological Expenditures --Administrative Procedures." Those administrative procedures (including the timetable for payment) apply only to non-*Association* bargaining unit members. The remedies set forth in those procedures shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the

## **ARTICLE IV (Con't)**

application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.

- B. 4. Due to certain requirements established in recent court decisions, the *Association* represents that the amount of the fee charged to nonmembers, along with other required information, may not be available and transmitted to nonmembers until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated upon expiration of the objection period for nonmembers of the fee that given school year.
5. The *Association* will certify at least annually to the district, fifteen (15) days prior to the date of the first payroll deduction for professional or service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. It is expressly agreed that the District shall have no obligation to make involuntary deduction of service fees under this section until such time as the *Association* shall furnish the District with verification that the *Association's* Objections to Political-Ideological Expenditures--Administrative Procedures have been approved by the court of record in Lenhert v Ferris Faculty Association--MEA/NEA, 643 F Supp 1306 (WD Mich, 1986). Further, the *Association* promptly agrees to notify the District of any future litigation where an order has been issued preventing the *Association* from implementing its "Objections to Political-Ideological Expenditures--Administrative Procedures" or any successor procedures pertaining to the same subject matter. In such event, the District shall have the right to suspend the involuntary wage deduction procedures specified herein for non-*Association* bargaining unit members.
6. The *Association* shall indemnify and save the *Board* harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the *Board* for the purposes of complying with the *Association* security/agency shop provision of this article. The *Association* shall, when the *Board* is sued individually or jointly make available competent legal counsel for such defense at the expense of the *Association* and the Michigan and National Educations Associations. The *Association* shall have the right to negotiate a settlement with any bargaining unit member who challenges the *Association* security/agency shop article provisions under this article.
- C. The *Association* agrees that the *Board* will not be responsible for sums improperly deducted and remitted. This statement assumes that corrections will be made when errors in deductions are found. Fringe benefits allowed by the *Board* are not related to the above Article.

## **ARTICLE V**

### **TEACHING DUTIES AND RESPONSIBILITIES**

- A. The student-day shall be defined as approximately:
1. The *Board* and *Association* will work together to establish days and hours of instruction as required by state law during the term of this agreement.

## ARTICLE V (Con't)

2. All full-time teachers K-12 shall be asked to be at their workstations 20 minutes before classes begin and remain a reasonable time after school.
- B. Teachers shall have a base work year of 181 days, with the exception of first year teachers who shall work 182 days. At least 175 of these days shall be student days.
- C. The *Board* shall give each teacher a duty-free lunch period of at least one-half (1/2) hour. Conference and planning time shall be in addition to the 30-minute duty-free lunch period.
- D. Teachers recognize that certain additional activities are an integral part of the instructional program and exist for the benefit of the students. Such duties and responsibilities include but are not limited to:
1. Careful preparation of lesson plans. Normally, preparations will be made outside of hours when teachers are meeting with students.
  2. School administrators may have up to three (3) regular staff meetings per month. The administration shall give careful consideration to advanced notice of at least two (2) days whenever possible. In the event of a valid emergency an additional meeting(s) may be called which staff members shall attend.
  3. Teacher assignments for participation in such activities as open houses, OPC or PTAB meetings, rallies, musical, social and other after-school and evening events shall in most cases be serving functions in their own grade level areas, i.e. K-5, 6-8, 9-12. All teachers shall share the responsibility to cover these activities. Teachers will be given the opportunity to volunteer for activities in which they have a particular interest. Supervisors shall assign after school or evening activities as equally as possible to those teachers who do not volunteer for an activity. Teachers who are ill on the day of an activity for which they have been assigned or for which they have volunteered shall cover another activity for the one they missed as agreed between the supervisor and teacher.
- E. Planning and conference time shall exist for the benefit of the instructional program and shall be governed by the following conditions:
1. Teachers, such as librarians, physical education, guidance, music, and remedial teachers shall have commensurate planning and conference time as other teachers. This may vary according to assignment. The before and after school responsibilities of these teachers may be considered as part of their preparation time.
  2. Each full-time teacher shall be provided with no less than forty-five (45) minutes per day for conference and planning. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. No block of time less than 15 minutes shall be considered as planning time. Conference and planning time for part-time teachers shall be pro-rated.

It is understood that the use of such time is to be used for those activities that will enhance the instructional program and benefit students. It is further understood that from time to time it may be necessary for the immediate supervisor to require teachers

to use such time for activities that the supervisor may deem necessary for the operation of the instructional program. However, supervisors should make a reasonable effort to limit those activities during the teachers' conference and planning time.

4. No departure from these norms shall be made without prior consultation with the *Association* (except in the case of an emergency). In the event of any disagreement between the representative of the *Board* and the *Association* as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure herein set forth.
- F. The faculty and administration will cooperate in covering the classes of absent teachers where the District is unable to secure the services of a per diem substitute teacher. Teachers interested in voluntarily performing substitute service during their planning period shall notify the building principal at the beginning of the academic year. Where feasible, such substitutions will be allocated on a rotational basis and among those volunteer teachers having a common planning period. If there is an insufficient number of volunteers in a given building or if volunteers are not readily available at a time when a substitute is required, the administration has the right to assign needed coverage and shall attempt to do so on a rotational basis in inverse order of seniority among all teachers in a particular order of seniority among all teachers in a particular building having a common planning period.

Compensation for the services referred to in this paragraph shall be at the rate of \$15.00 per hour. In the event that a teacher is asked, or required, to cover the responsibilities of fellow teachers (cover an hour for a teacher who must be gone for that hour) the teacher who provides the substitute service shall be given the option of receiving \$15.00 per hour for each hour covered, or 1 hour compensatory time in lieu of wages. Upon accumulating five hours of compensatory time the teacher shall be accorded one (1) compensatory leave day.

Compensatory days shall be considered as personal days and are subject to the same restrictions as defined in Article IX, paragraph 3. Any days or parts of days granted as compensatory personal leave days shall not be eligible when calculating severance pay nor may they accumulate from one year to the next. Compensatory time not used prior to the end of May shall be paid at the \$15.00 per hour sub rate. It is understood that "one hour" is equal to one scheduled class period.

- G. If a teacher is requested to teach on a continuing basis more than the normal teaching load as set forth in this article, the teacher shall receive additional compensation as provided in Article XXI section D. No teacher shall be required to teach on a continuing basis more than the normal teaching load.
- H. During the school day, a teacher will be released from regular duty without loss of salary when directly engaged in professional negotiations called for by the *Board*. A teacher required to participate in any grievance, including arbitration, shall be released from regular duty without loss of salary.

## **ARTICLE VI**

### **TEACHING CONDITIONS**

- A. The parties recognize that good and adequate school facilities for both student and teacher are needed to insure the high quality of education. It is also acknowledged that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to educate children.
- B. The *Board*, reflecting the sentiments of its citizens, has long recognized that pupil-teacher ratio is an important aspect of an effective educational program and has endeavored to keep classloads moderate. The parties, therefore, agree that class size should be moderate wherever possible except for temporary lack of building space, or in traditional large group instruction or experimental classes, where the *Association* has agreed to exceed these class sizes. Professional discussion between the Administration and teachers will precede these experimental classes.
- C.
  1. In all subject areas (Junior and Senior High), which are of the same instruction, and all grades (Elementary), the comparative size of these classes shall not vary by five (5) or more pupils from the average. Said average to be computed by dividing the number of students by the number of classes. Every effort will be made to keep the class size in grades K-12 at a maximum of 25.
  2. The *Board* recognizes the importance of reducing class size whenever possible, particularly in the elementary grades, and agrees to review class size problems brought to it by the administration, teachers or parents. Teachers concerned with class sizes should first attempt to resolve the issue by working directly with the administration. The *Board* agrees to review unresolved specific concerns of the *Association* or staff members by providing a place on its regular agenda as soon as practical following a request.
  3. If a teacher reasonably believes that the needs of the students are not being met because of class size, the teacher may request relief pursuant to the following procedure:
    - a. The teacher, along with an *Association* representative, if the teacher so desires, shall attempt to resolve the matter with the building principal. The principal shall consider 1) the size of the classroom, 2) the number of students in each class, 3) the number of classes being taught by the teacher, 4) the nature of the subject and skills taught and 5) availability of instructional support staff.
    - b. Based upon these factors, the principal shall determine the legitimacy of the *teacher's* concerns and possible alternatives to resolve the matter.
    - c. In the event that the teacher is not satisfied with the principal's suggestion, he/she may request within five (5) days, a review of the dispute by the Superintendent or his designee. The Superintendent shall consider the factors specified in Step (a) to determine alternatives for resolving the matter. The teacher may appear with an *Association* representative if he/she so desires.
    - d. If the teacher remains dissatisfied with the Superintendent's suggested alternatives within ten (10) days a committee consisting of 1) the building principal, 2) the



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teacher, 3) a teacher designated by the Administration, 4) an administrator designated by the *Association* and 5) the *Association* president or his/her designee shall be convened. The committee shall propose a resolution of the dispute.

- e. The Superintendent may accept or reject the committee's proposed resolution. He/she shall notify the teacher and committee of his/her determination within five (5) days.
- f. If the teacher is not satisfied with the Superintendent's determination, the teacher may seek recourse before the *Board* of Education. An *Association* representative may assist the teacher. The *Board* shall review this matter. Its determination shall be final and binding.

The M.T.E.A. agrees to waive the right to grieve the class size provision of the contract during the term of this agreement.

- D. The parties recognize that the presence of children in regular classrooms who have special physical, psychological, or emotional problems may interfere with the normal instructional program. The parties, accordingly, will cooperate to remedy the situation including, but not limited to, transfer of classrooms, assignment to Special Education rooms, or other solutions suggested by qualified personnel.

- 1. Teachers will be notified at least two (2) working days in advance of any meeting called for the purpose of discussing a student's individual educational planning program, (including but not limited to IEP, IEPC, and TAT meetings) in which the student's teacher(s) are required to attend either by request of the special education department or administration.

- E. The *Board* agrees to provide the following as basic to any approved course of study: textbooks and teacher manuals or guides when available. Library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar material also are recognized tools of the teaching profession and every effort will be made to provide these as deemed appropriate and within budgetary constraints as determined by the *Board*.

The *Board* will provide meeting time throughout the year to hear recommendations of study committees concerning these matters.

- F. The *Board* and the *Association* mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the *Board* and the *Association* will endeavor to provide professional libraries for the faculty.
- G. The *Board* agrees to make available in each school adequate computers.
- H. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- I. The *Board* shall make available in each school, adequate restroom and lavatory facilities for employee use.

## **ARTICLE VI (con't)**

- J. Telephones will be provided for teachers.
- K. Adequate off-street parking facilities shall be provided
- L. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger their health or safety. Teachers shall report any unsafe or hazardous working conditions.
- M. All teachers shall be given written notice of their tentative schedule for the forthcoming year by May 15th. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly. Only unavoidable changes in teachers' schedules will be made after this notification.
- N. New teachers shall be employed in accordance with the State Certification Code. The *Board* shall always make every effort to employ fully certified teachers.

## **ARTICLE VII**

### **RETIREMENT POLICY**

- A. Retirement of Teachers shall be in conformance with Federal and State laws and regulations.
- B. "It is agreed that the *Board's* obligation for retirement contributions shall be limited to the BASIC level of compensation as defined by the Public School Employees Retirement System. The *Board* shall have no obligation to make additional contributions on behalf of the employee to the Member Investment Plan fund (MIP) created by PA 91 of 1985. Any contributions beyond the BASIC level stated above are the sole financial responsibility of the teacher." To avoid classroom disruption, teachers are encouraged to retire only at the end of the school year.
- C. Severance Payment – The Employer shall, provided that a bargaining unit member has notified the *Board* in writing by April 15<sup>th</sup> of his/her intention to leave the district, provide a severance payment to the employee who meets the criteria that follows. In recognition of service to the district, severance payments shall be calculated using the following formula:
  - ◆ Number of accumulated leave days X the current sub pay rate shall be paid to a teacher upon termination (except terminations for cause), retirement, or upon the *teacher's* death to the estate, provided such teacher shall have been employed by the school district for not less than ten (10) years of continuous service. In no event shall the severance pay be paid to a teacher more than once. This severance shall not exceed a sum equal to 25% of the B.A. base on Schedule A for the last full year in which the teacher worked in the district. Administration has the right to waive the April 15th deadline in the event of extenuating circumstances.
- D. All employees electing retirement and meeting the eligibility requirements of Article VII, Paragraph C, will receive severance pay under the following conditions:

## **ARTICLE VII (con't)**

1. Employees shall not have an option to receive cash
2. The employer will make the total severance payment into the employee's 403(b) account no later than June 30 of the retirement year.
3. The employee will notify the District by June 1 of the retirement year to designate the company and the 403(b) plan into which the severance amount is to be deposited.
4. The payments to employees by the District will constitute employer contributions under 403(b) of the Internal Revenue Code.

## **ARTICLE VIII**

### **POSTINGS, VACANCIES, AND TRANSFERS**

- A. **Postings.** A posting shall be made for all permanent vacant positions within the bargaining unit. Positions to be posted are those created after transfers or by retirement, resignation, dismissal, death or the addition of course of study or classroom at a particular grade level.

Vacant positions shall be posted for five (5) working days on the official bulletin boards of the school district in the teachers' work room in each building with an additional copy delivered to the *Association* president or his designee.

- B. **Vacancies.** Teachers interested in applying for posted positions shall notify the appropriate immediate supervisor in writing within the posting period. Such application should include their interest, experience, and special training relative to the qualification of the position.

The *Board* agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the district, and other relevant factors. However, the *Board* declares its support of a policy of filling vacancies, excluding vacancies in supervisory positions, from within its own teaching staff. Therefore, when the professional background of applicants from within and outside the system are equal, preference shall be given to the employee. All candidates will be notified when the position has been filled.

- C. **Temporary Vacancies.** If a position becomes vacant on or after the beginning of any school year, the District shall have the right to fill that position on a temporary basis with a per diem substitute(s) for a period not to exceed ninety (90) working days. If the assignment is to be continued into the next semester, it shall be posted in accordance with paragraph A of this Article.

- D. **Voluntary Transfers.** Teachers may request a transfer to another building, subject area, or grade level for the ensuing school year beginning April 1 and all transfer requests shall expire on the last day of school. In addition to the above, teachers may request a transfer into a non-classroom assignment or into special education. The teacher will make such a request in writing to his supervisor, setting forth the reason for such transfer request, and outlining his qualifications for the position. The immediate supervisor will discuss the request with the principal of the school to which the teacher desires transfer and the teacher will arrange for an interview with the receiving principal within ten (10) school days. Upon recommendation of the receiving principal and the approval of the *Board*, the transfer may be consummated.

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The teacher will be notified in writing of the decision. If the request for transfer is denied, the teacher may request and will receive reasons for the denial in writing.

- E. **Involuntary Transfers.** Both parties recognize that involuntary transfers are not desirable, but may be made in cases of emergency to prevent undue disruption of the instructional program or to improve the instructional program. The *Board* will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers or changes of assignment shall be on a voluntary basis whenever possible. In making involuntary assignments in transfers, conveniences and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and its pupils.

Any teacher who will not accept an involuntary transfer may request in writing an unpaid leave of absence of up to one year. In these cases only, teachers will not lose seniority rights or recall rights for the first available position for which they are certified and qualified.

## ARTICLE IX

### **PAID LEAVES OF ABSENCE**

- A. The *Board* shall provide fifteen (15) days per year for each teacher. Such days may accumulate to one hundred and eighty (180) days. After a teacher reaches one hundred and eighty (180) days of accumulated leave the teacher shall be granted fifteen (15) days leave at the beginning of each school year. Leave days for pre-arranged absences (medical appointments, personal leave and comp time) must be taken in increments of: one (1) hour, one-half (1/2) day, or a full day and may be used as defined below. Leave days listed in 1, 2, and 3 below shall be deducted from the accumulated total.
1. **Personal Sick Leave:** A teacher may use leave days for absence from duty for mental or physical disabilities that prohibit the teacher from effectively meeting his/her job responsibilities. Pregnancies shall be treated as any other disability. The *Board* may require written medical evidence for verification of any of the above.
  2. **Family Care:** A teacher may use accumulated leave days as needed for care of the *teacher's* sick children, spouse or parents, grandparents, mother-in-law, or father-in-law. This provision shall be applicable to any blood relative who resides in the *teacher's* home. The *Board* may require medical evidence for verification of the need for this leave. The district may grant a father a maximum of five days of accumulated leave immediately following the birth of a child.
  3. **Personal Leave:** At the beginning of every school year each teacher shall be credited with three (3) days to be used for confidential reasons, one of which will be unrestricted. Such days will not accumulate from year to year. A teacher planning to use a personal leave day shall notify his/her supervisor at least one (1) day in advance, except in cases of emergency. Such leave shall not be used for rendering services for remuneration or working for remuneration, for hunting, for fishing or other recreational activities. It is further understood such leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period or holiday. Exceptions may be made by the supervisor for valid reasons. No

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personal day shall be used either individually or collectively for the purpose of withholding services.

- B. **Workers Compensation:** The *Board* will subsidize the difference between the compensation benefit and the employee's regular pay up to fifteen (15) full-time days, after which he may continue to receive the difference by using any unused sick time.
- C. **Non-immunized Illness:** A teacher absent from work because of chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.
- E. **Funerals:** A teacher will be allowed a maximum of five (5) days for funerals of the following immediate family members: spouse, child, father, mother, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law.

A teacher will be allowed a maximum of three (3) days for funerals of the following relatives: aunts, uncles, nieces and nephews. Provided, that where extenuating circumstances exist (e.g. distant travel) the teacher may request from the Superintendent or the designee up to an additional two (2) days (for a total of no more than five (5) days) for attendance at the funerals of these relatives.

- E. **Jury Duty:** A teacher receiving notification of jury duty or who is subpoenaed as a witness shall immediately notify his immediate supervisor. The supervisor may seek relief from duty if in his judgement the absence of the teacher would be disruptive to the instructional program. A teacher on jury duty, or a teacher who has been subpoenaed as a witness shall receive the difference between remuneration for that duty and his regular salary.
- F. **Association Leave:** At the beginning of each school year the *Association* will be credited with ten (10) days to be used by the teachers who are officers or agents of the *Association*. The *Association* will pay for substitute wages for usage beyond three (3) days. The *Association* agrees to notify the *Board* no less than forty-eight hours in advance of taking such leave.
- G. **Termination of Employment:** If a teacher terminates employment during a school year, the leave days shall be prorated to his time of employment. Any overpayment shall be deducted from the final paycheck.

## ARTICLE X

### **UNPAID LEAVES OF ABSENCE**

#### **A. General Provisions:**

1. A leave may be granted by the *Board*, at its discretion, if a suitable replacement can be found.
2. Applicants returning from leave will be assigned to a position for which they are qualified and certified.
3. Unless expressly amended by other provisions of this contract, teachers returning from leave shall not receive experience credit for salary purposes for the time encompassed by the leave.
4. Whenever practical, leaves of absence will be made to coincide with the school year.

## ARTICLE X (con't)

5. A teacher returning from leave of absence shall inform the Superintendent or his designee in writing of the date of his intended return to work. Said notification shall be no later than ninety (90) days prior to the date of his return. If a teacher fails to return to work after being assigned a position, he shall be considered resigned and forfeit all rights to employment under this Agreement. The teacher may be required to submit a written waiver of employment as a condition for consideration of an unpaid leave of absence.
  6. No benefits will accrue to a teacher during an unpaid absence except as otherwise stated herein. Upon return from leave, the *teacher's* unused sick leave benefits, and salary increments which had been accumulated at the time the leave commenced will be restored to him.
- B. **Child Care Leave:** An employee may request an unpaid child-care leave of up to one (1) year for care of a newborn or newly adopted child when the employee is otherwise able to perform his or her teaching duties. When child-care leave is granted an acceptable return date will be indicated.
- C. **Maternity Leave:** A maternity leave of absence without pay of up to one (1) year may be granted to a teacher upon request and such leave shall commence as recommended in writing by the *teacher's* physician. When maternity leave is granted, an acceptable return date will be indicated.
- D. **Personal Illness:** Upon request from an employee, leave may be granted for personal illness upon recommendation from an employee's physician. The *Board* may ask for a physical or mental exam from a Board-appointed physician.
- E. **Short-Term Unpaid Leave:** Short Term Unpaid Leave may be granted to an employee in special circumstances but not generally for vacation purposes.
1. An employee may be granted no more than 5 days per year for unpaid leave.
  2. Short-Term Unpaid leave will not affect an employee's sick leave or personal leave days.
  3. Personal Leave must be used prior to or in conjunction with unpaid leave. Unpaid leave will not be granted unless all Personal Leave days have been used or are used in conjunction with the Unpaid Leave.
  4. Short-Term Unpaid leave does not accumulate or carry over to succeeding years.
  5. Employees must apply for unpaid leave 20 calendar days prior to the first day of leave. Under extenuating circumstances the 20 day requirement may be waived by the district.
  6. No more than two teachers per building may use unpaid leave during the same time period.

## ARTICLE XI

### **REDUCTION OF STAFF**

- A. In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field or program, or to eliminate or consolidate positions, the *Board* shall follow the procedure listed below:

## ARTICLE XI (con't)

1. Both parties recognize that even with the need for staff reduction it is desirable to maintain a well-balanced instructional program. Staff reduction shall take place by laying off first year probationary teachers first, then second year probationary teachers second, then third year probationary teachers third, provided there are fully qualified, fully certified tenured teachers to replace and perform all the needed duties of the laid off teachers.
  2. If further reduction is necessary, then tenure teachers with the least number of years of continuous teaching experience in the Montague Area Public Schools will be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all the needed duties of the laid off teachers.
  3. The district shall prepare and present to the *Association* a current seniority list of all teachers by the end of October each year. Included in the list will be the *teacher's* first date of work and certification. *Teacher's* certification shall be considered that certification which is on file with the school district.
- B. "Certified" shall be defined, as the requirement to hold all certificates and endorsements required by law and/or Michigan Department of education administrative regulations to serve in the position assigned. Failure to hold any such certificates or endorsements shall be cause of termination. Further it is the *teacher's* responsibility to file such certificates and endorsements with the school district. The certification status of a teacher on file with the school district shall be considered conclusive for all purposes under this contract.

The teacher shall provide written notice to the school district of any change to his/her certificate of endorsements after the original filing of same with the school district. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The teacher shall further notify the school district, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

Provided, that failure to hold proper certification or endorsements shall not be cause for termination under this Article in the event that the teacher has been administratively placed in an assignment for which he/she does not possess the requisite certification and/or endorsement. It is understood that these types of assignments are to be minimized and are further conditioned upon proper approval by the Michigan Department of Education.

- C. "Qualified" shall be based on one or more of the following criteria where applicable:
1. A major in the particular subject to be taught.
  2. A minor in the particular subject to be taught.
  3. At least fifteen (15) semester hours (or equivalent term hours) in the particular subject to be taught.
  4. Prior successful teaching experience in Montague Area Public Schools within the last three (3) years in the particular subject to be taught.

In addition to satisfying one or more of the qualification standards set forth in subparagraph (1) through (4) immediately above, the teacher must also satisfy University of Michigan requirements for accredited grade levels. It is understood that if, during the term of this Agreement, additional or different accreditation standards are applicable under the authority

## ARTICLE XI (con't)

of Act No. 25 of 1990 or successor legislation, that the parties shall meet to negotiate over the impact of any such accreditation standards.

- D. Seniority shall be computed beginning with the first date of work and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on leave of absence or on a lay-off shall not be construed as a break in continuous service and seniority shall continue to accrue. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit.
- E. In the event of layoff, the *Board* will institute a recall procedure which will be in order of seniority as long as the teacher is qualified and certified for the position available. Employees involved by the recall shall be notified by certified or registered mail as soon as the position is available. A copy of the letter will also be sent to the *Association* president.

A teacher who was full-time prior to layoff shall have the right to accept or reject a position that is less than full-time without loss of the right of recall to the first full-time position for which the teacher is certified. No teacher shall be terminated, lose recall rights or seniority if the teacher at the time of recall is under contract with another employer during that school year. However, if the employee is eligible to return in the ensuing year and fails to do so, they shall be considered resigned. The teacher must at all times keep the *Board* informed in writing of their current address.

- F. No new teachers shall be employed by the *Board* to fill specific positions for which there are certified and qualified teachers of the District who are laid off or have less than a full-time assignment.
- G. Seniority rights shall be lost by the teacher if the teacher does not notify the Superintendent within fifteen (15) calendar days after receipt of notification that he will return from layoff. Teachers who accepted recall and fail to return to work on the appointed date shall be considered resigned and shall forfeit all employment rights under this contract.
- H. Any layoff pursuant to this agreement shall automatically terminate the individual's employment contract. All or a portion of benefits under this master agreement shall be reinstated upon a return to employment.
- I. The *Board* shall give no less than thirty (30) calendar days notice to the teacher being laid off.
- J. It is intended that this article takes precedent over and governs the individual teaching contract; and that the individual teaching contract is expressly conditioned by this article.
- K. Probationary teachers who have not been recalled within two years of layoff shall be removed from the seniority list.



## **ARTICLE XII**

### **ACADEMIC FREEDOM**

- A. It is recognized that knowledge can best be transmitted in an atmosphere which is free from censorship and artificial restraints, upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom shall be guaranteed to teachers, and no special limitations except as stipulated in Article III shall be placed upon study, or investigation, or presenting and interpreting facts and ideas concerning man, human society, and the physical and biological world and other branches of learning, subject only to accepted standards.

## **ARTICLE XIII**

### **TEACHER EVALUATION**

- A. Each teacher upon employment or at the beginning of the school year, whichever is later, shall be apprised of the mutually agreed to rubrics for satisfactory teacher performance in accordance with applicable laws and local educational agency guidelines. Evaluations shall include but not be limited to knowledge of subject matter, techniques of instruction, classroom management, relationships with students, parents and professional colleagues, attendance, committee work, and professional development.
- B. In accordance with Michigan Revised School Code 380.1526, mentor teachers shall be assigned to probationary teachers during the period of their probationary status. Mentor teachers should be tenured teachers. Recent retirees (2 years or less) mutually agreed to by the *Board* and *Association* may serve as mentors. Mentor teachers shall fulfill the following responsibilities:

The mentor shall meet weekly with the probationary teacher for the first six (6) weeks and then monthly until the end of the first semester. The mentor shall meet quarterly with the probationary teacher during the second semester.

The mentor shall meet quarterly during each of the second and third years of a probationary *teacher's* employment in MAPS.

During the probationary *teacher's* first school year, the mentor shall provide assistance in orientation to the district and school, lesson planning, goal setting, classroom management and other areas of identified need. In addition the mentor shall, in the first year of the probationary *teacher's* service, conduct two (2) visitations of the *teacher's* classroom instruction and provide appropriate feedback.

The Mentor shall, in the second year of the Probationary *Teacher's* service, conduct one (1) visitation of the *teacher's* classroom instruction and provide appropriate feedback.

Compensation shall be provided in Schedule B.

- C. The *Board* of Education recognizes that staff evaluation is an essential aspect of the work of its administrators. Therefore, the *Board* agrees to encourage its administrators to keep up to date on evaluation techniques through participation in professional development activities dealing with evaluation.

**ARTICLE XIII (con't)**

D. It is recognized and agreed by both parties that building principals are primarily responsible for the evaluation of teachers and must complete at least half of the observations of any individual teacher. At the direction of the principal, the assistant principal(s) may conduct observations of teachers as part of the evaluation process. In addition, if mutually agreed to by the teacher involved, district level administrators who have held instructional certification may assist by conducting observations.

Evaluation of teachers who have split assignments will be completed using the process/timeline as outlined in Section F of this article.

E. The purpose of the evaluation process is improved teaching effectiveness. To that end it is agreed that a pre-conference will be held with each teacher prior to an official formal observation in that *teacher's* classroom. Further, it is agreed that observations made during informal visits in a classroom may become part of the formal observation report if the topic of the informal visitation has been documented and called to the *teacher's* attention.

F. 1. All tenured teachers shall be evaluated no less than once every three years which shall include a minimum of two (2) observations with a written summary performance assessment and up to three (3) mutually agreed to professional growth goals.

2. Probationary teachers shall be evaluated annually and observed no less than twice each semester with one (1) written summary performance assessment for each semester. An Individual Development Plan shall be completed with the final assessment.

G. The Board of Education and *Association* recognize the need to follow current law for the purpose of scheduling teacher evaluations. Thus, the evaluation schedule outlined below will be followed for the duration of this contract:

**Formal Observations for Probationary Teachers**

First	Completed not later than 45 calendar days after the beginning of school for students
Second	Completed no less than 20 school days after the first observation
Third & Fourth	Shall be mutually agreed upon by the evaluators and the teacher but both must be completed by the last working day of April

**Formal Observations for Tenured Teachers**

One observation per semester at a mutually agreed upon date and time. However, the first observation may not occur during the first thirty (30) calendar days of the school year. All observations of tenured teachers must be completed by the last working day in April.

**The following procedure shall be used for observations:**

Pre-observation	Completed no more than two (2) school days prior to the
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Conference  
**ARTICLE XIII (con't)**

initial observation.

Observation

Should be one instructional period in duration. For elementary school teachers an observation may be no less than thirty (30) minutes.

Post-observation  
Conference

Post observation response to the teacher is to be completed no more than five (5) school days after the observation. The conference is required to include a written appraisal document.

- H. Complaints made against a teacher by any parent, student, or other person shall not be incorporated into the *teacher's* file unless the teacher has been informed.
- I. Each formal observation shall be for the duration of a particular class activity or for a minimum of thirty (30) minutes except when the administrator is called away. Anecdotal records of an administrator's classroom observation may be included in the evaluation process with the *teacher's* knowledge.
- J. Written evaluations shall be discussed with each teacher before being placed in the *teacher's* permanent file. Each teacher shall have the right to attach a separate comment sheet to the evaluation if he so desires. A *teacher's* comments must be attached within ten (10) working days of receipt of evaluation. Thereafter the evaluation shall be considered final and conclusive.
- K. A teacher signature on material placed in his/her file shall indicate only the awareness of the material, not necessarily agreement.
- L. Teacher evaluation shall be completed using the mutually agreed upon document entitled "Appraisal of a Professional."
- M. A committee approved by the *Association* and Administration will review the evaluation instrument, conferences, procedures and develop recommendations for changes. The *Association* and Administration must approve proposed changes before implementation.

**ARTICLE XIV**

**PROFESSIONAL BEHAVIOR**

- A. Teachers may receive verbal reprimands for infractions of Board policy, administrative rules, or building rules or regulations, or delinquency of professional performance.
- B. For more serious or repeated offenses of various rules, teachers may receive but not necessarily be limited to written reprimands. In such cases a teacher or administrator may request that a member of the *Association* be present at the time of presentation and discipline. When such a request is made, the appropriate supervisor shall set a time and place for the meeting with the teacher and their representatives. No action shall be taken until the requested *Association* representative is given an opportunity to be present, provided this does not exceed three (3) working days.
- C. Reprimands shall take place within twenty (20) working days after the occurrence giving rise to the reprimand becomes known.

## **ARTICLE XV**

### **PROFESSIONAL IMPROVEMENT**

- A. At the request of the *Association*, or on the *Board's* initiative, arrangements may be made for courses, workshops, conferences and programs designed to improve the quality of instruction.
- B. Any MAPS teacher holding Permanent, Continuing, or Professional Certification enrolled in courses related to the *teacher's* current instructional assignment, or to future potential assignments, shall be reimbursed for tuition paid for graduate level courses taken at any state supported university provided that the teacher:
  - 1. Has completed one (1) full year of teaching in MAPS with at least a satisfactory evaluation; and
  - 2. Agrees to remain a teacher in MAPS for a period of not less than two (2) years following completion of the coursework. (Should the teacher fail for any reason to remain in MAPS for two (2) full years the teacher will be required to reimburse the district for all such expenses.

A teacher attending a private or out of state college or university shall be reimbursed at a rate not to exceed the rate at Grand Valley State University. Teachers shall also be reimbursed for textbooks that are required for the course(s).

Administrative approval must be obtained in advance and payment will be made upon proof of upon proof of successful completion of such courses and receipts for eligible expenses. The *Board* will not duplicate monies received in grants or from income tax credit. Participation under this section shall not exceed six (6) semester hours in a two (2) year period.

- C. Teachers shall be encouraged to learn from each other through consultations, conferences, sectional conference, educational conferences, school visitations and planned observations within our district and others.
- D. The *Board* will continue to encourage teachers to attend selected conferences that are an integral part of their inservice training. This will be subject to budgetary limitations. A teacher with at least a minimum of three (3) years teaching in Montague may be selected, by a department, to attend a national level conference once every five (5) years, with all expenses paid by the *Board*. If two (2) from each department wish to attend, the *Board* will pay one-half the expenses of each. Meetings related primarily to salary or MEA leadership problems will not be reimbursed by the *Board*.
- E. The Professional Improvement Schedule is intended to encourage teachers to update their education and provide for payments in addition to the regular salary schedule.

Definitions:

- 1. "Years of Service" shall consist of actual years of service rendered to MAPS and shall exclude periods of layoff, periods of unpaid leave and salary credit granted upon initial hire.

## ARTICLE XV (con't)

2. "Acceptable Credit" shall be credit hours for which the Superintendent of Schools has given prior written approval. Approval shall be allowed if the course work satisfies the criteria:
  - a. Work to be completed at an accredited institution of higher learning.
  - b. Work shall be:
    1. Within a secondary (6-12) *teacher's* endorsement, provided the teacher has taught, is teaching, or will be administratively assigned to teach within that endorsement at MAPS.
    2. Within a K-5 *teacher's* past, present or future administratively assigned subjects in a self-contained classroom. Special subjects (art, music, physical education) and Special Education teachers must take courses related to their present assignments or future administratively assigned areas.
    3. As otherwise agreed upon by the individual teacher and Superintendent where the specific course will have application to and be integrated with the MAPS curriculum.
  - c. The course description indicates an updating element.
3. Hours earned to meet permanent/continuing/professional certificate requirements are not eligible for credit under this section. Hours earned toward salary schedule advancement will be eligible provided that when the next higher salary column (e.g., MA) is attained, professional improvement stipend will be discontinued for that teacher. That teacher is then eligible to re-enter the improvement schedule at Level I.

Level and Value	Minimum requirements for the level.
Level I - \$350 above the regular salary schedule	A minimum of fifteen (15) years of service, and a minimum of five (5) semester hours of acceptable college credit earned during the preceding five (5) years.
Level II - \$350 above Level I	A minimum of twenty (20) years of service. A minimum of five (5) years on Level I and a minimum of five (5) semester hours of acceptable college credit earned during the preceding five years.
Level III - \$350 Level above Level II	A minimum of twenty-five (25) years of service. A above minimum of five (5) years on Level II and a minimum of five (5) semester hours of acceptable college credit earned during the preceding five (5) years.
Level IV - \$350 above above Level III	A minimum of thirty (30) years of service. A minimum of five (5) years on Level III and a minimum of five (5) semester hours of acceptable college credit earned during the preceding five (5) years.

Should a teacher fail to meet the five (5) hours requirement for advancement to a new level he will remain at his present level until the requirement is met.

## **ARTICLE XVI**

### **CONTINUITY OF OPERATIONS**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. A comprehensive Grievance Procedure removes the basic cause of work interruptions. Therefore the *Association* agrees that it will not, during the period of the Agreement, directly or indirectly, engage in, or assist in any strike which is illegal or the result of a dispute over any issue subject to the grievance procedure.
- B. The *Board* agrees that it will not, during the period of the Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the *Board* to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God or a labor dispute with employees outside of the bargaining unit and nothing shall require teachers to report for work in such circumstances.
  - 1. On days when school is not operating at full capacity due to acts of God, teachers prevented from attendance due to the acts of God shall not lose any days from their paid leave days as described in Section A of Article IX. However, the teacher shall notify his/her supervisor within two hours of the reporting time or forfeit relief granted in this Section.
  - 2. If days need to be made up in order to receive full state financial support, all days will be added to the end of the year, unless mutually agreed to by the *Board* and *Association*. If an individual building is required to add minutes, they will be added to the end of the year unless mutually agreed to by the *Association* and the administration. If additional days are added to the calendar the scheduled "teacher records" day shall be moved accordingly.

## **ARTICLE XVII**

### **TEACHER PROTECTION**

- A. Conduct of students is determined by board Policy, and in enforcing these rules and policies, the Administration and *Board* will support efforts of the Faculty. While the administration bears the primary responsibility for setting the overall student environment in each building, both parties recognize that each teacher is also responsible for discipline in the classroom and other school related environments.
- B. Any case of assault upon a teacher shall be promptly reported to the Administration. The teacher shall provide a written report of such incidents immediately following the event. Subject to the limits of the legal liability insurance provided by the *Board*, the *Board* will provide legal counsel to advise the teacher of his/her rights and obligations, with respect to such assault, and will render all reasonable assistance to the teacher in connection with handling the incident by law enforcement and judicial authorities in all cases where teachers

have acted within the scope of their professional duties and responsibilities. Time lost in such instances will not be charged against the teacher.

## **ARTICLE XVII (con't)**

- C. A student/person who makes any type of assault on a teacher shall be removed from the *teacher's* classroom and will not be returned to that *teacher's* classroom without consultation with the teacher.

## **ARTICLE XVIII**

### **GRIEVANCE PROCEDURE**

- A. Both parties recognize that it is desirable to solve disputes in an amicable manner without recourse to the formal Grievance Procedure whenever possible. If an individual teacher or the *Association* has a complaint to discuss with the Supervisor, they will first meet with that Supervisor to discuss the complaint before resorting to the Grievance Procedure.
- B. A claim by a teacher or the *Association* that there has been a violation, misinterpretation or misapplication of any provision of this Agreement shall be processed as a grievance as hereinafter provided. Any action that might constitute an unfair labor practice is subject to the formal Grievance Procedure until such time as either the teacher or the *Association* files an unfair labor practice charge with MERC.
- C. The time limits provided in this Article shall be strictly observed. Failure of the grievant or the *Association* to move the grievance to the next step in a timely fashion shall indicate the grievance has been satisfied and/or waived. Time constraints may be extended by written agreement of the parties. For the purposes of this Article, unless otherwise indicated, "days" shall be days when the administration offices are open. Day 1 shall commence at 12:01 a.m. of the day immediately following the action initiating time constraints and shall conclude at the next midnight. Subsequent days shall be computed in like manner.
- D. If a teacher or the *Association* does not file a grievance in writing with the principal or other designated *Board* representative within twenty five (25) days after the occurrence giving rise to the grievance, then the grievance shall be considered waived.
- E. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
  - 1. The termination of services of, or failure to re-employ any probationary teacher.
  - 2. The placing of a non-tenure teacher on an additional period of probation.
  - 3. Any claim or complaint for which there is another required procedure or forum established by law or by regulation having the force of law.
  - 4. Class size.
- F. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder, will be pursuant to the Grievance Procedure; provided, however, that nothing contained herein when the grievance has not been waived or adjusted will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further provision of this Article.

## **ARTICLE XVIII (con't)**

- G. Any teacher at any time may present grievances in accordance with this Grievance Procedure to seek adjustment. Upon the teacher filing a written acceptance of any determination at any level, any Grievance Procedure shall be halted and the grievance shall be deemed to be fully resolved. An *Association* representative shall be given opportunity to be present at the settlement of any such grievances.
- H. It shall be the general practice of all parties to process grievances during times which do not interfere with assigned duties. In the event proceedings are held during regular working hours, teachers directly participating in such proceedings shall be released from assigned duties without loss of salary.

### Grievance Procedure

#### STEP I:

- A. All grievances shall be in writing and shall be processed as indicated by the Chart of Organization and Responsibility. All grievances shall plainly and fully state the nature of the grievance, the particulars thereof, the Article and section of the Agreement allegedly violated and the remedy requested, and shall be signed by the grieving teacher and the *Association*.
- B. Within five (5) days of receipt of the grievance, the principal or supervisor shall meet with the *Association* and/or grievant at the request of either party in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) days of such meeting, or eight (8) days of receipt and shall furnish a copy thereof to the *Association*.

#### STEP II:

- A. If the grievant or *Association* is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) days of such meeting or eight (8) days from the date of filing, (whichever shall be later), the grievance shall be transmitted to the Superintendent within five (5) days. Within five (5) days, the Superintendent or his designee shall meet with the *Association* and/or the grievant at the request of either party and shall indicate his disposition of the grievance in writing within three (3) days of such meeting or eight (8) days of the receipt and shall furnish a copy thereof to the *Association*.

#### STEP III:

- A. If the *Association* or the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) days of such meeting (or sixteen (16) days from the date of filing, whichever shall be later), the grievance shall be transmitted to the *Board* via the Superintendent within five (5) days.
- B. Upon proper notification by the grievant or the *Association*, the *Board* no later than its next regular meeting or within three (3) weeks after said notification may hold a hearing on the grievance, review such grievance or give such consideration as it shall deem appropriate.



Disposition of the grievance in writing by the *Board* shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the grievant and the *Association*.

**ARTICLE XVIII (con't)**

- C. (OPTIONAL STEP) The *Board* may designate a committee which shall hold a hearing on the grievance within eleven (11) days of the receipt of the grievance. Such committee will give a written disposition within six (6) days of the hearing to the *Association* and the *Board*.
- D. Subsequent to the disposition, the *Board* at its next regular meeting may hold a hearing on the grievance, review such grievance or give such consideration as it shall deem appropriate.
  - 1. Failure of the *Board* to take action on the *Board* Committee's finding shall constitute acceptance of the committee's finding.
  - 2. If the grievant or the *Association* is dissatisfied with the *Board* action on the committee's finding, they shall within six (6) days indicate same to the *Board* as specified in Step III (A) above.
  - 3. If a *Board* hearing is required, it shall be held at a mutually agreeable time but not later than two weeks after the *Board* disposition in Step III (D). The *Board* shall make its final determination no later than seven (7) days after the hearing, a copy of which shall be furnished to the grievant and the *Association*.

If the *Association* is not satisfied with the disposition of the grievance by the *Board*, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration. Such appeal to arbitration must be taken within twenty (20) days of a *Board* decision deemed to be unsatisfactory. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern proceedings.

STEP IV:

- A. The *Board* and the *Association* shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- B. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make decisions in cases of alleged violation of this Agreement.
  - 1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - 2. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
  - 3. He shall have no authority to award punitive damages.

## **ARTICLE XVIII (con't)**

4. He shall have no power to rule on any of the following:
  - a. The termination of services of or failure to re-employ any probationary teacher.
  - b. The placing of a non-tenure teacher on an additional year of probation.
  - c. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
5. The fees and expenses of the arbitrator shall be equally shared by the *Board* and the *Association*.
6. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the *Association*, its members, the employee or employees involved, and the *Board*.

## **ARTICLE XIX**

### **NEGOTIATIONS PROCEDURES**

- A. Because of the special nature of the public educational process, it is recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. Formal or informal discussions may be arranged if mutually agreeable. Problem areas in the contract may be pin-pointed for future negotiation. If mutually agreeable, the contract may be reopened to settle a particular problem.
- B. Negotiations for a successor contract shall commence at least ninety (90) days prior to the expiration date of this contract. Either party may request that negotiations commence.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the *Association* and the *Board*, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

## **ARTICLE XX**

### **EMPLOYEE BENEFITS**

- A. Insurance coverage

The Employer shall provide to each bargaining unit member who works at least a three-fourths assignment the following MESSA-PAK for a full twelve month period for the bargaining unit member and his/her entire family. The Employer shall sign an Employer participation agreement:

**ARTICLE XX (con't)**

**Plan A** (For employees electing health insurance)

New employees beginning in 2006-07 will be placed on Choices II and will not be allowed to switch between plans. Employees working for the district as of June 1, 2006 choose one of the following plans:

<u>Super Care I</u>	<u>Choices II</u>
<p>In 2006-07, employees will contribute \$45 per-pay (over 26 pays) to the premium for SC1. Beginning in 2007-08 the employee and the district will split evenly any premium increase in SC1.</p> <p>Deductible \$100/\$200            Preventative Care Rider            Prescription Co-pay \$5/\$10</p>	<p>No cost to the employee.</p>    <p>PPO            Prescription Co-pay \$5/\$10</p>

- Negotiated LTD @ 66 2/3%
- \$5,000 Maximum Monthly Benefit
- \$7,500 Eligible Monthly Salary
- 90 Calendar Days Modified Fill
- Maternity Coverage
- Pre-Existing Condition Waiver
- Freeze on Offsets
- Alcoholism/Drug Addiction--2 year limitation
- Mental/Nervous Condition--2 year limitation
- Two Year Own Occupation
- Negotiated Life: \$50,000 With AD& D
- Vision: VSP-3 Plus

<u>Delta Dental:</u>	Class I Benefits	80%	Diagnostic, 2 cleanings/year
	Class II Benefits	80%	Basic Services
	Class III Benefits	80%	Bridgework, Dentures
	Annual Maximum for Class I, II, III		\$1,500
	Class IV	80%	Orthodontics (up to age 19)
	Lifetime Maximum for Class IV		\$2,400

## ARTICLE XX (con't)

**Plan B** (For those employees not electing health coverage.)

\$500 per month to be applied to the employee cafeteria plan in 2006-07. Cafeteria options shall be chosen from among those carriers identified by the *Board*. Annual increases will equal the single subscriber rate of MESSA Choices II. Yearly increases will not exceed 3%.

Negotiated LTD: same as above

Negotiated Life: same as above

Vision: same as above

Delta Dental: same as above

If anytime during this agreement the board's fund equity exceeds 15% of total revenue the cap on SC1 will not be in effect and the contract will be reopened for Schedule A adjustments.

- B. All teachers who, at the end of each school year of scheduled duties resign, retire, or are laid off, shall be afforded credit as above during the months of June, July, and August of that year.
- C. The district will create an insurance group for retirees under the following provisions:
  - a. The retiree must have been employed by MAPS for a minimum of 15 years.
  - b. The retiree must declare the intent to purchase insurance coverage thirty (30) days prior to the lapse of coverage as an employee.
  - c. The severance payment provided under Article VII, Section C may be used to pay the premium until the amount of the severance payment has been depleted. Thereafter, the retiree assumes direct responsibility for all payments under the plan.
  - d. The retiree will be eligible for coverage under this provision only as long as six (6) month premium payments are made by September 1<sup>st</sup> and March 1<sup>st</sup> of each school year, and until the retiree becomes eligible for Medicare.
  - e. Any lapse in policy payments will result in cancellation of participation in the plan with no option for reinstatement.
- D. Personal auto mileage shall be reimbursed at the IRS rate.
- E. Cafeteria options shall include MEA Financial Services and those carriers currently identified by the district. If a carrier remains inactive (no member participation) for more than two years that carrier may be removed if the *Association* is notified. MEAFS will be exempt from the removal clause.

Members may use the cafeteria plan or payroll deduction to purchase the MEA endorsed Financial Services Long Term Care.

## **ARTICLE XXI**

### **POLICY RELATING TO SCHEDULE A**

- A. Semester hours of course work for the MA + 30 scales shall be approved on the basis of the following criteria:
1. The completion date of the work must be subsequent to date of the degree and also the date of the first issued certificate, which would have certified or does certify the teacher as assigned. The date of an equivalent out-of-state certificate will be honored under this Section. Equivalency will be determined by State policy.
  2. Course work shall be from an accredited institution of higher learning in one or more of the following areas. Further, all credits except where allowed in d. below shall be graduate hours.
    - a. All courses which constitute in full or in part a planned program of study for an advanced degree, or the attainment of a permanent or continuing certificate shall be allowed.
    - b. Credits earned in the teachers' area(s) of certification and/or area(s) of assignment and/or in a related field shall be allowed.
    - c. All Education, Psychology, Sociology and Methods courses shall be allowed up to a maximum of twenty (20) semester hours.
    - d. Where the above criteria would not apply, approval of the Superintendent or his designee shall constitute acceptance of course work.

A teacher may withdraw from an improvement level as outlined under Article XV, Professional Improvement, Section C and apply the applicable hours of credit towards a MA + 30 status, providing the credit hours meet the criteria of this Article.

Criteria 2 shall not apply to credit hours earned prior to December 9, 1971, the inception date of this Article.

Teachers on MA + 30 status will not be adversely affected by the provision of this Article.

All credits presented shall be supported by an official transcript.

- B. The Administration may grant up to ten (10) years previous experience for new hires.
- C. Any teacher who changes salary schedule status by completing additional course work, shall be placed at the appropriate step on the salary schedule at the beginning of the semester following the completion of course work upon receipt by the Administration of official transcripts or proof of successful course completion verifying the course work. The teacher shall not delay past thirty (30) calendar days after the beginning of the semester (according to the school calendar) to obtain verification from the Institutions before being placed on the next salary schedule.

## **ARTICLE XXI (con't)**

- D. Teachers who teach more than a normal teaching load as set forth in Article V shall receive additional compensation at the rate of 1/6 of their daily rate for each teaching period in excess of such norms.
- E. Part-time teachers:
  - 1. Teachers under contract for a full school year at less than a full teaching load will be given experience credit at the following rates:
    - a. Less than one-fourth ( $\frac{1}{4}$ ) - 0
    - b. One-fourth ( $\frac{1}{4}$ ) through one-half ( $\frac{1}{2}$ ) - 1 year
  - 2. Teachers teaching a full load for less than a full year will be given experience credit at the following rates:
    - a. Less than forty-five (45) student days - 0
    - b. Forty-five (45) through ninety (90) student days - one-half ( $\frac{1}{2}$ ) year
    - c. Greater than ninety (90) student days - 1 year
  - 3. Teachers teaching less than a full teaching load will have their salary prorated, including credit for a prorated portion of preparation time.

### **POLICY RELATING TO SCHEDULE B**

- 1. Whenever boys' and girls' activities are the same, the pay will be the same.
- 2. The *Board* will determine wages of new positions subject to bargaining in new contracts.
- 3. It is expressly understood that tenure is not granted in any of these assignments and the *Board* has power to drop any of these activities.
- 4. Any extra duty assignments beyond the normal teaching schedule shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be made based on first, best qualified person; second, present staff; and third, other qualified personnel.
- 5. Research and Development rates apply to special committees or projects that take place outside the negotiated calendar year. This rate does not apply to normal teaching responsibilities.
- 6. If assistants are hired each coach will be paid 50% of the applicable step based on experience. Administrative approval is needed to add assistants even if within budgetary constraints.
- 7. Junior Class Advisor will not be capped if operating the concession stand for football games is included as part of the job.

## **ARTICLE XXI (con't)**

8. Summer Agriculture program will only operate if the proposed program is approved in writing by the building principal and superintendent or his delegate. The pay for summer ag will be pro-rated on the rates above if approved but operating less than eight hours/day for six weeks.
9. Student Council and Student Activities are separate starting in September 1990.
10. Science Olympics is 2.3% of BA Base at both NBC and M.H.S.
11. Driver Ed rates apply to classroom time, driving time and preparation time as approved by administration.
12. Coaches must have prior approval from the administration to hold practices on weekends or holidays.
13. On staff coaches will not participate in practice during the ½ days when teachers are required to be on duty.
14. *Association* members will be given priority consideration for all Schedule B positions.

## **ARTICLE XXII**

### **GENERAL**

- A. Copies of this agreement shall be reproduced by the Board of Education and expenses of reproduction shall be shared equally by the *Board* and the *Association*.
- B. The Agreement is the sole and entire existing Agreement between the parties and it supersedes and cancels all previous Agreements, verbal or written, or based on alleged practices between the parties. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between the District and the *Association*. The waiver of any term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- C. If any portion of this Agreement shall be contrary to law, then such portions shall be deemed null and void. However, all provisions not contrary to law shall remain in full force and effect.
- D. All individual contracts will be consistent with this Agreement.
- E. The school calendars as agreed upon at the signing of this Agreement shall be those in effect for each of the ensuing years.



## **ARTICLE XXIII**

### **DURATION OF AGREEMENT**

"The agreement shall be effective as of August 26, 2005 school year and shall continue in effect until August 25, 2010. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated."

For the *Association*

Signed by:

1. \_\_\_\_\_  
President

2. \_\_\_\_\_  
Chairman, Negotiating  
Committee

For the *Board*

Signed by:

1. \_\_\_\_\_  
President

2. \_\_\_\_\_  
Secretary

101.00%

**Schedule A 2009-10**

Step	Index	0.9500		1.0000		1.0950	
		Non Deg	Per Diem	BA	Per Diem	MA	Per Diem
0.0	1.0000	34,619	186	36,441	196	39,903	215
0.5	1.0266	35,540	191	37,410	201	40,964	220
1.0	1.0532	36,461	196	38,380	206	42,026	226
1.5	1.0798	37,382	201	39,349	212	43,087	232
2.0	1.1064	38,302	206	40,318	217	44,149	237
2.5	1.1330	39,223	211	41,288	222	45,210	243
3.0	1.1596	40,144	216	42,257	227	46,271	249
3.5	1.1862	41,065	221	43,226	232	47,333	254
4.0	1.2128	41,986	226	44,196	238	48,394	260
4.5	1.2394	42,907	231	45,165	243	49,456	266
5.0	1.2660	43,828	236	46,134	248	50,517	272
5.5	1.2926	44,748	241	47,104	253	51,578	277
6.0	1.3192	45,669	246	48,073	258	52,640	283
6.5	1.3458	46,590	250	49,042	264	53,701	289
7.0	1.3724	47,511	255	50,012	269	54,763	294
7.5	1.3990	48,432	260	50,981	274	55,824	300
8.0	1.4256	49,353	265	51,950	279	56,886	306
8.5	1.4522	50,274	270	52,920	285	57,947	312
9.0	1.4788	51,195	275	53,889	290	59,008	317
9.5	1.5054	52,115	280	54,858	295	60,070	323
10.0	1.5320	53,036	285	55,828	300	61,131	329
10.5	1.5586	53,957	290	56,797	305	62,193	334
11.0	1.5852	54,878	295	57,766	311	63,254	340



1.1450

MA+30	Per Diem
41,725	224
42,835	230
43,945	236
45,055	242
46,164	248
47,274	254
48,384	260
49,494	266
50,604	272
51,714	278
52,824	284
53,934	290
55,044	296
56,153	302
57,263	308
58,373	314
59,483	320
60,593	326
61,703	332
62,813	338
63,923	344
65,032	350
66,142	356

