

PROFESSIONAL AGREEMENT



BETWEEN

MONTABELLA EDUCATION ASSOCIATION

AND

**BOARD OF EDUCATION
OF
MONTABELLA COMMUNITY SCHOOLS**

2011-2013

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ARTICLE 1

RECOGNITION

- A. The Board of Education of Montabella Community Schools (hereinafter “Board”) hereby recognizes the Montabella Education Association MEA/NEA (hereinafter “Association”) as the exclusive bargaining representative for all employees included in the unit for bargaining as set forth in the paragraph below. The term "teacher" when used hereinafter shall refer to all employees within the unit. The term "Board" when used hereinafter shall refer to the Board of Education of the Montabella School District, its administrative agents and supervisory personnel.

- B. The following teacher personnel who hold valid contracts with the Montabella School District comprise the bargaining unit: K-12 classroom teachers, counselors, librarians, special education teachers, reading teachers, speech therapists, social workers, alternative education teachers, pre-school teacher, community as school coordinator, and all other personnel placed on the Teacher's Salary Schedule but excluding: per diem substitutes, supervisory, executive, and non-certified personnel employed by the Board.

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

ARTICLE 2

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right to freely join and support the Association for the purpose of engaging in collective bargaining or negotiations. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States.
- B. Nothing contained herein shall be construed to restrict or deny to any teacher rights they may have under any other laws.
- C. The Association shall have the right to use building facilities at reasonable times and hours for teacher meetings outside their working day when an operating staff is on duty, provided this shall not interfere with or interrupt normal school procedures. Such use will be scheduled through the respective building secretary.
- D. The Association shall enjoy the same privileges of facility availability as other community groups. The Board of Education reserves the right to regulate after hour use of buildings and in no case are Association meetings to interfere with other regularly scheduled activities.
- E. The Association shall have the right to use school facilities and equipment, including computers, printers and copiers, calculating machines, and all types of audio visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies. The Association agrees to indemnify and hold harmless the Board of Education of and from any damage or cost of repair arising out of Association use.
- F. The Board shall provide a bulletin board in each building, part or all of which shall be designated in writing by the building administrator for Association use. With the exception of Association elections, political campaign literature shall not be posted on school bulletin boards by the Association or any teacher.
- G. The Association may use the district mail service and teacher mailboxes for communications to teachers.
- H. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. However, teachers may not attach or glue any type of membership insignia to any part of the building structure.
- I. The Board shall make available to the Association for inspection all public records of the Montabella School System. The requests for such information should be in writing stating specifically the information desired. This is not to imply that oral requests will be denied. Official records will be made available during regular working hours.

ARTICLE 2 (Continued)

- J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, handicap, age, sex or marital status.
- K. Each teacher shall have the right, upon appointment with the Central Office, to have access to his/her personnel files twice each trimester to review any document prepared by the teacher, college transcripts, or progress evaluation forms prepared by the principal or supervisor. Such records will be made available at the Central Office and will not be removed from said office. A Montabella Education Association representative of the teacher's choice may, at the teacher's request, accompany said teacher in this review. The review shall be made in the presence of the administrator or his representative responsible for the safekeeping of these files.
- L. Employees who by law do not qualify for tenure shall during the first four school years of employment be deemed to be in a period of probation. Upon satisfactory completion of the probationary period, such employees may be discharged only for just cause.

ARTICLE 3
BOARD RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and the affairs of the Board.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
 3. Direct the working forces, including the right to hire, promote, transfer and determine the size of the work force.
 4. Determine the services, supplies, and equipment necessary to continue its operations.
 5. Adopt rules and regulations.
 6. Determine the qualifications of employees, including health conditions.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments and the relocation or closing of offices, departments, buildings or other facilities.
 8. Determine the financial policies, including all accounting procedures.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the laws of the State of Michigan and the laws of the United States.

ARTICLE 4

DEDUCTIONS FOR PROFESSIONAL DUES

- A. Teachers may at any time between June 1 and September 15, sign and deliver to the Board, an assignment authorizing deduction of membership dues (including National Education Association and the Michigan Education Association). Each year such authorization shall be given before dues will be deducted.

- B. Deduction of membership dues shall be made from one (1) regular paycheck each month for ten (10) months beginning in September and ending June 1st. A teacher joining the school system the second semester will have dues deducted in five (5) installments.

- C.
 - 1. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall pay to the Montabella Education Association Scholarship Fund an amount not to exceed the dues uniformly required to be paid by members of the Montabella Education Association, MEA-NEA; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Sections A & B above. In the event that a teacher shall not pay such fee directly to the Association's Scholarship Fund or authorize payment through payroll deduction, as provided in Sections A & B above, upon written notification by the Association, the Board shall deduct that amount from the bargaining unit member's wages as authorized under MCLA 408.477 and remit same to the Association.

 - 2. The Association agrees to hold the Board harmless in any and all proceedings or charges related to this Section. The Association shall provide the legal counsel for the Board.

 - 3. Section C of this Article shall be applicable to all teachers except those who fall within all of the following conditions:

Teachers who were recognized as part of the bargaining unit in 1984-85;

Teachers who were not members of the Montabella Education Association in 1984-85;

Teachers who have not since voluntarily joined the MEA since 1984-85.

ARTICLE 5

ASSOCIATION AND TEACHER RESPONSIBILITIES

- A. A teacher who is off duty for more than five (5) consecutive days may be required to present a statement of ableness to the principal upon return to work. This statement shall be made out by a physician authorized to practice medicine under laws of the State. Medical verification of disability may be required where a teacher's attendance record shows frequent absences. In such cases, the teacher shall be notified in writing of the need for such verification prior to the absence for which the verification is required.
- B. Teachers must recognize that their responsibility to students and their profession may require the performance of duties that involve the expenditure of time beyond the normal working day including preparation for and supervision of extra-curricular student activities and functions.
- C. Duly authorized officials of the Association shall report their presence in a building to the building principal before their conference with any teacher.
- D. No teacher will engage in Association activities during regular working hours.
- E. Teachers shall be at their work station for days contracted. Any unexcused absence will result in an entry to that effect in the teacher's personnel file with notice thereof to the teacher and it, or a combination of these, may be cause for disciplinary action up to and including dismissal.
- F. No teacher on continuing tenure shall discontinue service with the Board except by mutual consent, without giving a written notice to said Board at least sixty (60) days before September 1 of the ensuing school year. Any teacher discontinuing services in any other manner than as provided in this section shall forfeit, in accordance with the Act, the rights to continuing tenure previously acquired under the Tenure Act.
- G. All Association materials intended for distribution or display on any property under the management of the Board shall be identified as Association material before display or distribution.
- H. Teachers are responsible for maintaining a continuous high level of professional proficiency, to plan adequately and make conscientious efforts to meet, if necessary, with children, parents, and/or administrators.
- I. Teachers are expected to indicate to the Board as soon as possible if they do not intend to return for the coming school year. Any teachers knowing on or before February 15 that they will not return the following school year shall file a notice of such intent with the Superintendent on or before such date. Teachers determining after such date that they will not return the following school year will immediately upon knowing file a notice of such intent with the Superintendent.

ARTICLE 5 (Continued)

J. Parent/Teacher Conferences

Parent/Teacher conferences are required. Conferences shall not exceed twelve (12) hours per school year.

K. Teachers must call their principal before 6:30 a.m. to report unavailability for work. Each teacher shall at the time of reporting the absence state the type of leave being taken and the anticipated length of absence. The Board agrees to make an effort to maintain an adequate list of substitute teachers. It is the responsibility of the administration to arrange for a substitute teacher. It is the responsibility of the teacher to have lesson plans available.

ARTICLE 6

SCHOOL DAY AND CALENDAR

- A. High school, middle school, and elementary school teachers will stay the same length of time, but may have a different beginning time and closing time.
- B. Teachers shall be required to work seven (7) hours and 10 minutes in their assigned place of work.
- C. It is agreed by the Association and the Board that good public relations are necessary in all community activities and, therefore, recognize that attendance at school activities be encouraged. It is further agreed that teachers will be required to attend an annual open house type of meeting and evening parent-teacher conferences. Other meetings will be at the option of the teachers. Teachers who attend volunteer, after-school training sessions, as arranged by the building principal, shall receive \$15.00 per hour in compensation.

The parent teacher conference schedule will be:

Two weekdays from 4:00 PM – 5:30 PM and 6:30 PM – 8:15 PM*
Two times per academic year.

*The last parent-teacher conference shall be scheduled no later than 8:00 PM.

Teachers will work in their respective buildings throughout the day with a one-half (1/2) hour duty-free lunch period. The day following all parent-teacher conferences shall be a professional development, teacher work or school improvement day, or day off as agreed upon according to school calendar.

- D. Except in cases of emergency all regular teachers shall have a duty free period for lunch between the hours of 10:30 A.M. and 2:00 P.M. for at least thirty (30) minutes duration. Teachers with a lunch that begins after 12:30 P.M. will be given a morning preparation period.
- E. Teachers at the elementary and junior/senior high schools will, in addition to duty free lunch periods, have at least one (1) preparation period each day of fifty (50) continuous minutes during which time they will not be assigned any other duties without mutual agreement. Alternative education teachers will have an equivalent yet perhaps not continuous amount of preparation time each week.

Recognizing that different grade levels and the alternative education program have different needs and operate under different schedules, it is the intent to mutually explore options for providing more equal amounts of planning time to all instructional staff. Reasonable efforts shall be made to make this planning time as uninterrupted as possible. It is further understood that teachers who service multiple district buildings will be afforded at least the established district minimum (50) minutes.

ARTICLE 6 (Continued)

- F. Secondary (7-12) teachers will teach four periods and have one assigned preparation period per day equal in length to an academic period. (Maximum length of periods will be fifty-five minutes.)

Alternative education periods may be less than seventy-five minutes. Assigned teaching time cannot exceed the equivalent for regular education teachers.

- G. Elementary staff hours shall be from 7:35 a.m. to 3:15 p.m. daily, with student hours to occur from 8:00 a.m. until 3:00 p.m.

Secondary staff hours shall be from 7:35 a.m. until 3:15 p.m. daily, with student hours to occur from 8:05 a.m. until 3:05 p.m.

There will be no trainings scheduled from 7:35am-8:00am.

- H. Services to be rendered by teachers include their participation in, up to seven (7) hours of general teachers meetings per half year conducted outside the regular staff hours designated in Article 6 Section G.

Staff will be given a minimum of 48 hours notice of staff meetings lasting more than 15 minutes, unless an emergency situation arises. No staff meeting shall exceed one (1) hour in length. The meeting shall begin at the published time. The union, recognizing that administration may have student/school issues to deal with directly after school, will give administration a 10 minute grace period for the beginning of any meeting.

All committee work not covered under Schedule B, shall take place within the designated staff meeting guidelines stated above. Should the need arise for extended committee work beyond the seven (7) hours; administration shall hire subs to complete school related committee work.

- I. Part-time and full-time teachers are required to be in the building for preparation and conferences as follows:

Elementary

<u>Contracted</u>	<u>Prep Time</u>
1% - 50%	25 Minutes
51% - 75%	35 Minutes
76%-100%	50 Minutes

- J. Calendars for the following school years will be framed with the following references:
 - 1. The opening and closing of the school year will be agreed upon in the annual school calendar and shall reflect state law and regulation.

ARTICLE 6 (Continued)

2. Length of School Year

- a. There shall be one hundred sixty seven (167) attendance days. There shall be one hundred seventy-five (175) work days and parent/teacher conferences. New teachers in their first year of employment shall have one hundred seventy-seven (177) work days.
- b. Teachers shall not be required to report to school when school is cancelled/delayed due to acts of God. Teachers will receive their regular pay for days which are cancelled/delayed but shall work for any rescheduled student instruction time with no additional compensation. Whether instruction is rescheduled in minutes/hours/days will be discussed with the understanding that instruction will be rescheduled in days if an agreement cannot be reached. Initial discussions shall take place on or before March 15. If the law governing this provision is changed or repealed, this section will be renegotiated.

**Changes to Article 6 Sections C, F and I are effective July, 2012*

***Effective July 1, 2012 number of attendance and work days set forth in subsection J-2-a shall be increased by 3 days. The school calendar for the 2012-2013 will be negotiated by May 1, 2012*

ARTICLE 7

CLASS SIZE

- A. Philosophy: Class load will be kept at a minimum within economic ability of the school district and the availability of space. Twenty-five (25) to thirty (30) pupils is recognized as a desirable class load for effective teaching and learning. In some special classes a lower number of pupils is desirable, while in other classes, a larger number can be accommodated. In the secondary (grades 7-12), the board will create assignments for lead teachers that have no more than 10 preparations per year. Double blocked classes shall be counted as one preparation (i.e. a class and another class in that subject which is remedial in nature shall not be considered as separate preparations). The 10 preparation limit shall not apply to shop, band, special education, title I and physical education teachers. Any teacher may volunteer to exceed the 10 preparation limit. Lead teachers shall be compensated at the rate of \$500 per preparation in excess of eight.

- B. The Board of Education will, within its financial ability, provide facilities, equipment and supplies in order that teachers may do an adequate job of teaching. Teachers will be asked to submit lists and recommendations in the matters of purchasing the above.

- C. The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and 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 this end.

- D. Should elementary class size in grades K-1 exceed twenty-six (26) students, grades 2-3 exceed twenty-eight (28) students, and in grades 4-5 exceed thirty (30) students, the teacher may request a conference with the principal to discuss alternatives including the possibility of paraprofessional support. If the teacher and building principal cannot mutually agree upon paraprofessional support, general education classroom teachers (excluding specials/elective teachers) shall be compensated \$3 per student for each day the limit of 32 is exceeded in grades K-2 and 35 is exceeded in grades 3-5. This will be payable in one lump sum at the conclusion of the school year.

**Changes to article 7 are effective July 1, 2012*

ARTICLE 8

QUALIFICATIONS AND ASSIGNMENTS

- A. The Board establishes as minimum requirements for initial employment of teachers the possession of a Bachelor's Degree and a Michigan Elementary or Secondary Provisional Certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education regulations.
- B. Teachers must be qualified such that the district can comply with all state and federal government regulations.
- C. Whenever practicable, returning teachers will be informed of the coming year's assignment by the close of the current school year. If changes in assignment are necessitated beyond that date, the Superintendent shall notify the teacher by certified mail.
- D. Teachers who have been assigned to another position because the position has been eliminated shall upon written request be granted the same or equivalent position whenever it is reinstated, provided that teacher has demonstrated successful teaching in the previously eliminated position.
- E. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- F. In the event that a Junior/Senior High School teacher's different preparations exceed four per day, the teacher may ask for a special conference to discuss the matter. Present at the conference shall be the building principal, the teacher, the Montabella Education Association President and the Superintendent.

It is further understood though that alternative education teachers operate under a different schedule and are likely to have more than four different preparations per day.

- G. In addition to meeting the above requirements, teachers will also satisfy the highly qualified requirements under state and federal law.

ARTICLE 9

VACANCIES, PROMOTIONS, AND TRANSFERS

A. Promotions

1. Whenever a professional vacancy on the administrative staff shall occur during the school year, it will be announced through the district's e-mail system to all staff and any teacher applying shall receive fair consideration. The notice will include a general statement of duties and qualifications. During the summer months, four (4) members of the Association will be notified by letter, including the President, Vice-President, Secretary and Treasurer.
2. Any teacher may apply for such vacancies. The parties recognize that, while the Board will adhere to a practice of promotions from within its own teaching staff, it may go outside the district to hire personnel of highly specialized or outstanding talents.
3. The promotion or failure to promote any teacher to an administrative position which shall become vacant during the course of this contract shall not be subject to the grievance procedure, it being expressly understood that the Board's right to select its own administrators is solely within its discretion.
4. Any teacher who shall be promoted to an administrative position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such promotion to administrative status. Personnel employed as of June 30, 1980, as administrators of this school district, will gain seniority as teacher while working in an administrative capacity.

B. Vacancies

1.
 - a. A vacancy which has been created by a retirement, resignations, or termination may be filled by assignment by the Board from the current teaching staff. Such vacancies shall be announced through the district's e-mail system to all staff. Any teacher interested in the vacancy shall have ten (10) working days from the date of announcement to submit a letter to the Superintendent indicating his/her interest. A copy of the letter shall be filed with the Association. The Board recognizes that it is desirable when making assignments to consider the interests and aspirations of its teachers.
 - b. Any vacancy(ies) resulting from the above procedure need not be announced and may be filled by assignment.
 - c. A vacancy occurring during the school year shall be filled by a temporary assignment until the end of the school year. Then the vacancy shall be available for assignment as outlined in sub-paragraph (a) above.

ARTICLE 9 (Continued)

- d. The Board's assignment is not grievable, except that if the initial assignment is made before the ten (10) working days have passed, the grievance procedure may be invoked.
- 2.
- a. The following vacancies shall be posted ten (10) working days in all buildings where teachers work:

Extra-duty positions;
Newly created positions;
Any remaining openings once all regular teachers are assigned.

The posting will include a general statement of duties and qualifications. If the vacancy occurs during the summer months, the posting shall be sent to any staff member who had expressed an interest by letter. In addition a copy shall be sent to the Association President, Vice-President, Secretary and Treasurer.
 - b. Any teacher may apply for such vacancies. The application must be in writing and sent to the Superintendent, and must include among other things the reasons for applying and the applicant's qualifications. The Board agrees to give major consideration to the professional background and attainments of all applicants. Should the above qualifications be equal, seniority within the system will be a factor. The parties recognize that the Board may go outside the district to hire personnel of highly specialized or outstanding talents.
3. Any teacher interested in any potential vacancies must file an annual letter of interest with the Superintendent no later than June 1 of each school year.
4. A teacher who had previously taught satisfactorily in a position or program shall be given additional consideration when the Board is making assignments in accordance with Section B. The teacher must follow the procedures which are outlined in this Section.

C. Transfers

- 1. Although the Board and Association recognize that frequent transfers of teachers from one school to another can be disruptive to the educational process and interfere with optimum teacher performance, they also recognize that some transfers may be necessary. Therefore, they agree as follows:
 - a. Transfers shall be made on a voluntary basis whenever possible. In making involuntary transfers, the convenience and wishes of the individual teachers will be honored to the extent that these considerations do not conflict with instructional requirements and the best interest of the school system and pupils.

ARTICLE 9 (Continued)

- b. Transfers may be made by the administration at any time for reasons of over and under staffing, revised or new programs, positions created by termination of employment or personality conflicts. Involuntary transfers shall be reviewed by the administration and teachers will be given an opportunity to state, in writing, the reason for their objection to transfer.

ARTICLE 10

LEAVES OF ABSENCE WITH PAY

A. Every regularly employed, full-time teacher, excluding those on leave of absence, shall be granted thirteen (13) working days of leave, with pay, per school year, without loss of salary subject to the following:

1. The thirteen (13) days allowance may be used for illness or disability, including pregnancy related disability.
2. A maximum of ten (10) days may be used within a single school year for any teacher (not per relative listed) for illness in the immediate family (spouse, child, step-child, daughter-in-law, son-in-law, legal dependents, father, mother, father-in-law, mother-in-law, step-parent, grandparents, grandchildren, brother, sister, brother-in-law, sister-in-law, niece, or nephew).
3. A maximum of five (5) days per occurrence may be used for bereavement in the immediate family (as defined in Article 10.A.2).
4. A maximum of two (2) days may be used to attend the funeral of a friend or relative.
5. At the end of each year the unused portion of the thirteen (13) days shall become accumulative up to one hundred (100) days.
6. New teachers to the system will have three (3) days sick leave posted after their first working day. One additional day per month (September through June) will be posted at the beginning of each month.

B. Personal Leave

Three days per year, with pay, non-accumulative, will be allowed to each teacher for use as personal leave as one of the thirteen (13) Compensable Leave Days. A maximum of two leave days can be used after February 1st. Such leave must be requested, in writing, at least forty-eight (48) hours in advance from the Superintendent. No more than five (5) teachers from the entire district and no more than ten percent (10%) (minimum of one) of the teachers from any single building will be on such leave at any one time.

Individuals should make every effort to resolve personal business without taking time off from work.

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. Such leave shall not be granted on scheduled parent-teacher conference days.

ARTICLE 10 (Continued)

C. Leave of Absence Not Chargeable Against Sick Leave

1. Leaves of absence with full pay not chargeable against the teacher's sick leave shall be granted for the following:
 - a. Absence when a teacher is called for jury service.
 - b. Court appearances when subpoenaed as a witness in any case. A copy of the subpoena will be provided to the building administrator.
 - c. Approved visitation of other schools.
 - d. When attending any function when so directed by the administration.
2. Teachers called for jury service are to receive the equivalent of one day's pay for one day served. The amount received from the court (mileage excepted) is to be refunded to the school.
3. The Association shall be granted six (6) days each year with pay to be used for necessary business purposes of the Association. The Association will pay for the cost of the substitute. Notice of such leave must be given to the Superintendent at least two (2) days prior to the leave.

D. Disability

In the event a teacher is aware of a disability that can be anticipated in advance (e.g., pregnancy related disability, scheduled surgery) the following provisions shall apply:

1. The teacher shall notify the administration of the anticipated disability at least ninety (90) days in advance, if possible. Said notification is to be accompanied by a statement from the attending physician which identifies the date anticipated disability is expected to occur. Said notification shall be filed with the Superintendent of Schools.
2. The teacher shall be required to furnish medical certification of his/her continued ability to perform his/her duties as often as the Board of Education may, in its discretion, request.
3. To receive sick leave payments the teacher must perform all duties until physically disabled and, unless granted leave, return to service as soon as physically able to perform all duties as certified by his/her physician.
4. For all sick leave days claimed, the teacher must have a physician's certificate verifying physical disability which prevents him/her from fulfilling his/her teaching responsibilities.

ARTICLE 10 (Continued)

5. The teacher shall provide, in writing, all lesson plans and other materials required by the principal for the duration of the absence in order to maintain curriculum continuity through the substitute.
- E. In lieu of provisions for unpaid adoptive leave, the adoptive parent shall have the right to receive sick leave benefits for the following matters relative to the adoption: travel necessary to the legal transactions required of the adoption process once the adoption has been approved by the adoption agency and/or time to begin immediately and proceed consecutively once legal custody has occurred. The maximum allowance of sick leave to be used for such purposes shall not exceed six weeks.

ARTICLE 11

LEAVES OF ABSENCE WITHOUT PAY

A. Study, Research, Travel Leaves

1. Upon the request of the teacher, the Board may grant leaves of absence, not to exceed one year, for study, research, or travel.
2. Upon request of the teacher, the Board may grant leaves of absence, not to exceed one year, for an education leave such that teachers may meet new state or federal requirements.
3. Eligibility for such leaves is conditioned upon satisfactory record of at least three (3) years employment in the school system.
4. A second leave or an extension of a leave for study, research, or travel may be granted by the Board.

B. Leaves of Absence for Reasons of Health

1. Upon the request of the teacher and the recommendation of the teacher's physician, the Board shall grant a leave of absence for reasons of health, which may not exceed one (1) year.
2. At the termination of the leave, the employee must either return to duty or resign. The Board may grant an extension for up to one (1) year.
3. Upon request of the teacher, the Board may grant a leave of absence not to exceed one (1) year for illness in the immediate family.

C. Parental Leave

1. A parental leave, not to exceed one (1) year, shall be granted upon request, to teachers who become parents of newborn. Such leave shall, if applicable, be granted until the end of the school year.
2. The leave must be requested, in writing, not later than two (2) weeks after the birth of the child.
3. Upon request of the teacher, the leave may be renewed for one (1) additional year.

D. Adoptive Leave

1. Any teacher may apply for an adoptive leave without pay. When first notified of acceptance as an adoptive parent by the adoption agency, the teacher desiring leave shall apply to the Superintendent's office for an adoptive leave which shall commence when the teacher assumes custody of the child, and shall continue for the duration of the school year. See Article 10 Paragraph E regarding adoptive leave with pay.

ARTICLE 11 (Continued)

2. Upon request of the teacher, the leave may be extended for an additional school year.

E. Maternity Leave

1. Maternity leave shall be granted to female teachers. Leave shall be for the duration of the pregnancy and extend no longer than through the post-natal examination period (usually six weeks after termination of the pregnancy).
2. The teacher shall, within four and one-half (4 1/2) months of the expected date of delivery, submit the date that the teacher expects to commence leave, and shall submit a statement by her physician that there is no medical reason why the teacher cannot continue to perform services until the beginning date of the leave. The Board reserves the right to require the teacher to furnish medical evidence from her physician in the event a question arises as to the teacher's ability to perform her teaching duties during pregnancy.
3. Unless the teacher has been granted parental leave, the teacher shall be eligible, at the termination of maternity leave, to return to her teaching duties upon filing a written statement by her physician that she is physically fit for full-time employment.
4. In the event of miscarriage or death of the object child of the leave, the teacher may request an earlier termination of the leave, such early termination to be at the Board's discretion.

F. Public Office

The Board may grant a leave of absence without pay to any teacher to campaign for or serve in a public office, for up to one year.

G. Employment

1. Unpaid leave may be granted for (1) one year by the board for employment, only in circumstances where the outcome of that employment may reasonably benefit the educational mission of Montabella Community Schools.

H. Status Upon Returning from Leave

1. While on leave an employee shall maintain continuing tenure, if applicable, and seniority status, and shall retain all employment rights held before leave was taken.
2. Reinstatement shall be to the teacher's former position, or to a similar position for which he/she is qualified or certified.
3. Upon reinstatement the teacher taking leave hereunder will be entitled to accrued experience and sick leave accumulated prior to the start of said leave. Any teacher completing over fifty percent (50%) of the class days in any semester during which leave commences or ends shall be given credit on the salary schedule and sick leave for that semester.

ARTICLE 11 (Continued)

I. Notification of Return from Leave

The teacher shall notify the Superintendent of Schools, in writing, of intention to return by no later than ninety (90) days prior to the termination of the leave period. Failure to respond shall be considered voluntary termination. Notification shall not be applicable to maternity leaves or parental leaves or adoptive leaves granted for the remainder of the school year.

ARTICLE 12

TEACHER EVALUATION

"Routine Evaluation" shall only contain the following: teacher's name, years of service, position(s) held, whether overall performance is satisfactory, needs improvement or unsatisfactory and the signature of the evaluator and evaluatee. In evaluating the work of teachers, the Board agrees to the following:

- A. All monitoring or observation of work performance of a teacher shall be conducted openly and with full knowledge of the teacher. A maximum time for each observation shall be for a period of not more than one (1) hour.
- B. The teaching performance of non-tenure teachers will be observed and an evaluation prepared at least twice annually. The principal or a designee will hold a conference with the non-tenure teacher after such evaluation.
- C. All teachers shall be evaluated pursuant to state law. Observations shall be completed by April 30. A copy of the written evaluation shall be given to the teacher at least two (2) days before the conference with the principal. Upon request, the teacher may have an Association representative present at the conference.
- D. A copy of the Teacher Evaluation Form may be obtained from the principal. The form shall include space for teacher comments.
- E. The Professional Study Committee shall review the Teacher Evaluation Form and recommend appropriate changes.
- F. Written complaints regarding a teacher made to the administration by any parent, student, or other person which is considered in evaluating said teacher's performance will be called to his or her attention within two (2) weeks of receipt of said complaint.
- G. All communications, including evaluations by Montabella's administrators, commendations, and complaints directed toward a teacher which are included in the personnel file shall be called to the teacher's attention before the time of their inclusion.

ARTICLE 13

BEHAVIOR AND DISCIPLINARY PROCEDURES

- A. Teachers are expected to comply with rules, regulations, and directions adopted by the Board which are not inconsistent with the provisions of this Agreement.
- B. Breaches of conduct are subject to disciplinary procedure. Such breaches include but are not limited to: abuses of sick leave and other leave, tardiness, willful deficiencies in professional performance, violation of Board policies, regulations and directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement. Breaches of conduct shall be reported promptly to the offending teacher.
- C. Discipline shall be defined as any written reprimand, suspension or discharge. The non-renewal of a probationary teacher's contract shall not be considered discipline.
- D. Before any meeting is called from which disciplinary action may result, the teacher shall be notified and shall be entitled to have present a representative of the Association. If an Association representative is requested to be present, no longer than two (2) days may lapse before such meeting is held.
- E. Whenever the result of a reprimand or disciplinary action for any infraction of discipline, or delinquency in professional performance is reduced to writing by the administrator, the findings and decisions of the administrator shall be filed, in writing, in the teacher's personnel file and a copy thereof given to the teacher.
- F. No teacher shall be disciplined without just cause.
- G. The discharge of a probationary teacher is not subject to the grievance procedure. Probationary teachers who are discharged shall have a right to a hearing before the Board of Education. Upon request of the teacher, a local Association representative or the UniServ Director may be present.

ARTICLE 14

PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work or advanced degrees or special studies and participation in community educational projects.
- B. The Board shall support and provide for a pre-school conference and at least one (1) in-service training meeting during the school year.
- C. Upon recommendation by the Superintendent and approval from the Board, teachers may attend conferences to improve their professional competencies. Visitations to other schools and programs shall be considered as a conference. If approved, the Board will reimburse expenses for such conferences.
- D. No blanket reimbursement will be allowed by the Board to pay for membership in recognized professional educational organizations. The Board may, in individual cases, encourage teachers to join certain organizations and agree to pay the cost of membership.

ARTICLE 15

SENIORITY

A. Definition of Seniority

Seniority for all purposes under this Agreement shall be defined as the number of continuous teaching years as an employee of this school district. All bargaining unit seniority is lost when employment is severed by resignation, retirement or by discharge for cause. Personnel who are promoted out of the bargaining unit shall maintain seniority according to Article 9. A. 4. Neither layoff nor the taking of a leave as provided under this Agreement shall constitute a break in service and seniority will accumulate during such periods. Seniority will be pro-rated for less than full-time teachers who are hired after July 1, 1980.

B. Seniority Ties

In the event more than one individual has the same seniority, the relative ranking of such persons on the seniority list will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected bargaining unit members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The President of the Association or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing.

C. Seniority List

No later than thirty (30) days following ratification of this Agreement, and by every September 30 thereafter, the employer shall prepare a seniority list.

D. Posting/Copies/Revision of Seniority List

The seniority list shall be published with notation of the date of hire of each bargaining unit member and placed in the general office of each building for inspection by October 1 of each school year. Updates of the list shall be published as they are made. A copy of the seniority list and all subsequent updates shall be provided to the Association for posting. Errors, omissions, and/or deletions in or to the seniority list will be corrected upon discovery.

ARTICLE 16

REDUCTION IN PERSONNEL

- A. Should substantial and unforeseen changes in student population or other conditions make necessary a layoff of teachers employed by the Board, the following layoff procedure will be followed:
1. Probationary teachers shall be laid off first unless the tenure teacher is not qualified in any of the remaining subject fields. The following order will be used.
 - a. Certification - Not only must teachers hold qualified teaching certificates but they must be qualified in the subject fields they are teaching. The certification and qualification of a member to be laid off shall be the certification and qualifications on file with the Board at the time the notice of layoff is sent. The certification and qualification of a member to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent.
 - b. Seniority
 2. When all probationary teachers have been laid off, tenure teachers shall be laid off. Tenure teachers shall be laid off by the same procedure stated in A-1 above.
 3. In determining the order of layoff, the following factor shall take precedence over seniority: Tenured teachers under disciplinary action which results from failure to satisfactorily complete a required improvement plan within the time specified by the plan, shall be laid off before any other tenured teachers.
- B. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified and/or qualified for the vacancy. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless none of these teachers have the proper certification and qualifications to fill the vacancy.
- C. The Board shall give written notice of recall from the layoff by sending a registered or certified letter to said teacher at his/her last known address. This notice may be delivered to the teacher personally instead of by registered or certified mail. If a teacher fails to respond within fifteen (15) calendar days from the date the notice of recall is delivered via certified mail or personal delivery, this shall constitute the teacher's voluntary resignation.
- D. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notices to the teacher.
- E. A teacher who is laid off and who is paid unemployment compensation benefits during the summer immediately following the layoff and who is subsequently recalled to a teaching position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary

rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off.

ARTICLE 17

CONTINUITY OF OPERATIONS

- A. The Association agrees that neither it nor its members nor any persons acting in its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful, and proper performance of the teacher's duties of employment) to occur during the life of the Agreement with Montabella School District for any purpose whatsoever.

- B. In the event of any action in violation of the foregoing, the Association agrees to communicate with persons violating this provision that said activity is contrary to law, unauthorized by the Association and in violation of the Agreement, and shall advise such persons to discontinue immediately said activity.

- C. The Board will have the right to all remedies available at law against any person, group, or organization violating this Article.

ARTICLE 18

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

Part-time teachers will be compensated on the following basis:

High School (9-12)

<u>Teaching Periods</u>	<u>Contract Proration</u>
2 periods + 38 minutes prep	50%
3 periods + 56 minutes prep	75%
4 periods + 75 minutes prep	100%

Middle School (6-8)

<u>Teaching Periods</u>	<u>Contract Proration</u>
1	20%
2	40%
3	60%
4	80%
5	100%

ELEMENTARY (PK - 6)

One-half assignment will be compensated at fifty percent (50%).

- B. The Board and the Association recognizes that consistency of the hiring practice is desirable for reasons of equity and staff morale. Therefore, teachers to be employed in the system with previous teaching experience may be given credit for up to 6 years and placed on the appropriate step of the salary schedule. The Association will be informed in writing of the action taken.
- C. Teachers involved in extra duty assignments set forth in Schedule B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation.
- D. Effective January 16, 1995, upon presentation of a log, teachers required in the course of their work to drive personal automobiles from one school building to another be paid the IRS rate per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.
- E. Teachers who choose to teach on a regular basis during their preparation period will be paid sixteen percent (16%) of the BA base salary.

ARTICLE 18 (Continued)

- F. Credits earned before the first day of the second semester will be accepted for second semester placement of a teacher on the salary schedule.
- G. Longevity payments: A teacher shall receive a lump sum payment payable on the first check in June. Lump sum payments are earned on the basis of years of service in the Montabella School District.

After 15 Years -	\$1,000
After 20 Years -	\$1,150
After 25 Years -	\$1,300
After 30 Years -	\$1,450
After 35 Years -	\$1,600

- H. Terminal Pay
 - 1. A severance pay of twenty dollars (\$20.00) per day for up to seventy-five (75) days of unused sick leave will be granted for employees leaving the district after at least twelve (12) years of service to the district.
- I. Teachers who choose to substitute teach during their planning hour shall be paid twenty (\$20) per class.
- J. The detention supervisor and the tutorial leader will be paid fifteen dollars (\$15.00) per hour (based on one hour per day) for each hour after school.
- K. Teachers who have attended more than 2 STAT meetings per student shall be compensated \$10 per each subsequent meeting when referring/following students through the STAT process.
- L. In accordance with Section 1250 of the Revised School Code, Bargaining Unit members Will be eligible to receive a monetary incentive, payable the first day after the conclusion of the fiscal year, annually, based upon attendance and a satisfactory evaluation during the school year (July 1- June 30). Payment will come from a pool which will be capped at \$2,400 (two thousand four hundred dollars) for the 2011-2012 school year and \$3,000 (three thousand dollars) for the 2012-2013 school year. In the event eligible payments exceed the pool allocation, such as payments will be pro-rated and proportioned accordingly. Criteria for incentive payment are receipt of a satisfactory evaluation and as follows:
 - 1) \$ 300 If the teacher has been absent for no days.
 - 2) \$ 200 If the teacher has been absent for no more than one (1) day.
 - 3) \$ 100 If the teacher has been absent for no more than two (2) days.

ARTICLE 19

SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for adult education, driver education, evening school and summer school programs will be filled first by qualified teachers regularly employed in the Montabella School System. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance and attendance record. In instances where the above qualifications are equal, seniority shall prevail.

- B. Salary or hourly rates for summer and evening school teaching employment shall be determined by mutual agreement between the Board and the teacher employed.

ARTICLE 20

STUDENT DISCIPLINE

- A. The Board will give support and assistance to teachers with respect to the maintenance of control and discipline in the school. Problem students may be temporarily removed from a teacher's classroom by the teacher and building principal. Whenever it appears that a particular pupil's sustained behavioral pattern in the classroom becomes a serious deterrent to the welfare of himself, his classmates, and teacher or teachers, the following procedure will be followed:
1. A complete evaluation of the situation shall be made.
 2. The evaluators shall consist of the teachers involved, building principal, guidance personnel and any other professional persons involved or qualified to assist.
 3. After all available facts and information have been reviewed, the evaluation committee shall recommend to the Board a course of action in light of the following:
 - a. best interest to the student involved
 - b. best interest of other students in the classroom
 - c. the demands made upon the teacher(s) involved.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use force as is necessary to protect himself from attack or to prevent injury to another student. Discipline problems are much less likely to occur when teachers are in the classroom when rooms are occupied for classes. Teachers are to be in the classroom except for emergencies, while answering phone, etc., and absence for such reasons should be for very short duration.
- C. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parent when warranted. Transfer of the student to another teacher or other measures short of suspension, will first be exhausted. Every effort will be made to provide a separate room for in-school suspension and/or students who are in the office due to disciplinary reasons.
- D. Any case of assault or assault and battery upon a teacher while in the performance of duties assigned by the school district shall be promptly reported to the Board or its designated representative. Any alleged assault will be promptly investigated by the principal or his designated representative who, with the teacher and Superintendent, will determine a suitable punishment for the assaulting pupil(s). If the assault is by a person

ARTICLE 20 (Continued)

who is not a pupil, the Board will promptly report the incident to the proper law enforcement authorities. In either case (pupil or non-pupil) the Board will render assistance to the teacher in connection with handling of the incident by law enforcement, legal and medical authorities. If the teacher is injured while in the line of duty, medical, surgical or hospital care within the limits of Worker's Compensation will be furnished by the Board. Provided that the teacher is not at fault, he shall not be penalized in loss of salary for a period of one year from the date of disability, the Board making up the difference between contractual salary and Worker's Compensation disability payments.

- E. Teachers shall be expected to exercise care with respect to safety of pupils and property, but shall not be held responsible by the school, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE 21

INSURANCE PROTECTION

- A. The Board shall provide insurance which covers pupils riding with teachers on special trips.
- B. For each full-time teacher electing hospitalization insurance, the Board shall contribute 90% of the premium of MESSA Choices II with \$200/\$400 deductible and \$10/\$20 RX, effective September 1, 2011. The Board shall provide for a defined section 125 Plan that may allow teachers defined contributions toward health insurance to be nontaxable. The length of time for which the Board shall pay the premium shall be prorated on the portion of the school year served.
- C. The Board shall provide a cash option in lieu of health benefits for those full time teachers not selecting a health insurance benefit. The cash amount shall be \$200.00 per month. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied by the bargaining unit member to a MEA Financial Services Tax-Deferred Annuity or a MESSA tax exempt variable option. The program will become effective 9-24-97. All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.
- D. The Board shall provide, without cost to the employee, Long Term Disability Insurance which will include 60% of monthly salary with a maximum of \$2,000 per month.
- E. The Board shall provide 90% of the premium for MESSA/Delta Dental 80/80/80 with \$2,000 Orthodontic rider, including internal and external coordination of benefits (COB) for all employees and their eligible dependents as defined by MESSA/Delta Dental.
- F. The Board shall provide 90% of the premium for, MESSA Vision Service Plan # (VSP²) for all employees and their eligible dependents as defined by MESSA.
- G. The Board shall provide a \$10,000.00 Group Life Insurance benefit with accidental death and waiver of premium provision to all employees.
- H. Less than full-time employees shall receive benefits on a pro rata basis in accordance with the formula found in Article 17, Section A.

ARTICLE 21- (CONTINUED)

- I. The portion of the insurance premiums owed by the teacher will be payroll deducted.

ARTICLE 22
GRIEVANCE PROCEDURE

A. Definition

A claim by a teacher or the Association that there has been a violation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.

B. Presentation

At any stage of the Grievance Procedure, a teacher is entitled to have Association representation present.

Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, providing that the Association has been given opportunity to be present at such adjustment. However, only the Association has the authority to carry a grievance to Step Four of the Grievance Procedure.

C. Time Limits

1. The number of days indicated at each step of the Grievance Procedure should be considered as maximum, and every effort should be made to expedite the process.
2. Failure at any step of the Grievance Procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.
3. Failure to present a grievance within the time specified shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal.
4. Time limits may be extended in any specific instance by mutual agreement, in writing.
5. Working days shall be defined as days when the district central office is open.

D. Procedure

In handling and processing of a grievance, the following procedure shall apply:

Step One

Within ten (10) working days of the time a grievance occurs, the teacher, with or without Association representation, will present the grievance to the immediate administrator with the objective of resolving the matter informally. Within three (3) working days after presentation of the grievance, the administrator shall respond to the employee. In order to be considered a

ARTICLE 22 (Continued)

grievance discussion, the employee and/or Association Representative must so advise the administrator during the meeting.

A grievance may be filed at Step Three if it affects personnel in more than one school building.

Step Two

If the Grievance is not resolved at Step One, the teacher must within five (5) working days of receipt of the administrator's answer, submit to the administrator a signed, written "Statement of Grievance". The "Statement of Grievance" shall identify all the provisions of the Agreement alleged to be violated by appropriate reference and shall indicate the relief requested. The administrator shall give the teacher or the Association an answer, in writing, no later than five (5) working days after receipt of the written grievance.

Step Three

If the grievance is not resolved at Step Two, the teacher must submit the grievance within five (5) working days to the Superintendent of Schools. Within ten (10) days of receipt of such grievance the Superintendent and/or designee shall meet with a representative of the Association and the aggrieved to discuss the issue. A written answer shall be given to the Association representative within five (5) working days after such meeting.

Step Four

If the grievance is not settled at the preceding step, it may be submitted for binding arbitration.

Within fifteen (15) calendar days of the receipt of the Superintendent's answer, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will meet within ten (10) working days to select an arbitrator according to the following procedure:

1. A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board.
2. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
3. The parties will alternate the initiation of the elimination process with each successive grievance.

Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

ARTICLE 22 (Continued)

The fees and expense of the arbitrator shall be shared equally by the Association and the Board. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Should either the Board or the Association wish to terminate the use of the pre-selected panel arrangement for selection of the grievance arbitrators, the party wishing to terminate the panel shall give six (6) months' notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

E. Powers of the Arbitrator

It shall be the function of the arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish or alter salary schedules.
3. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

F. Miscellaneous

1. No grievance shall be filed for or by any employee after the effective date of their resignation, except in cases of severance benefits.
2. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
3. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
4. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
5. Two or more grievances on the same subject may be handled by the Board as one grievance. When such a situation occurs, the Association shall be notified and the answer directed to the Association President.

ARTICLE 22 (Continued)

6. If any teacher has a grievance regarding any condition of employment covered by the Michigan Tenure Act, such grievance shall be dealt with exclusively through the provisions of said Act and the established procedures thereof.
7. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
8. The Association is prohibited from processing a grievance on behalf of a teacher without the teacher's consent.

ARTICLE 23

PROFESSIONAL STUDY COMMITTEE

There is hereby established a Professional Study Committee composed of five (5) members; two (2) members selected by the Superintendent, and three (3) members selected by the Association.

The Association shall designate the chairman. The Professional Study Committee may recommend changes in the district's educational program.

Recommended Procedure:

- A. Recommended changes may be made to the Committee by:
 - 1. A teacher in the district
 - 2. Superintendent
 - 3. Building Principal
 - 4. Curriculum Committees
 - 5. Professional Associations

- B. Study Committee Responsibilities:
 - 1. Receive recommended changes.
 - 2. Refer changes for study to appropriate committee if study is needed.
 - 3. Review changes from committees.
 - 4. Submit written recommendations to the Superintendent.

- C. Responsibilities of Superintendent:
 - 1. Submit, in writing, action taken on recommendation.

ARTICLE 24

NEGOTIATION PROCEDURES

- A. At least ninety (90) calendar days prior to the expiration of the Agreement, the Association and the Board will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.
- B. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representative of the other party and each party may select its representative from within or outside the school district. While no final Agreement shall be executed without ratification by the Association as well as the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations.
- C. There shall be three (3) signed copies, for the purpose of record, of the final Agreement, one retained by the Board, one by the Superintendent, and one by the Association.

ARTICLE 25

SPECIAL CONFERENCE

Representatives of the Board and the Association's bargaining committee will meet by request of either party for the purpose of reviewing the administration of the contract, and to resolve the problems that may arise. These meetings are not intended to bypass the Grievance Procedure. Each party will submit to the other, before the meeting, an agenda covering what they wish to discuss. All meetings between the parties will be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.

ARTICLE 26

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms of the Agreement and any individual contract hereafter executed shall be expressly subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the joint expense of the Board and the MEA and presented to all teachers now employed or hereafter employed by the Board.
- F. Payday shall be at the close of each two (2) week period during the school year. Teachers may elect one of three options:
 - 1. 21 equal pays.
 - 2. 21 pays computed over 26 pays with the balance to be paid on the 21st pay period.
 - 3. 26 equal pays provided that stamped, self-addressed envelopes are supplied to the payroll clerk.
- G. The Board of Education agrees to deduct monies for the following tax-deferred annuities:
 - 1. Transamerica
 - 2. General American Life Insurance Company
 - 3. Pioneer Group, Inc. [Pioneer II, 403 (B)(7)]
 - 4. Massachusetts Mutual
 - 5. MEA Financial Services
 - 6. Sun America/Royal Alliance

ARTICLE 26 (Continued)

H. The district shall provide for those bargaining unit members who were employed on or before January 1, 2006, payment for, or reimbursement of, the cost of fingerprinting as required by Section 1230 (G) of the Michigan School Code. Be it understood that such costs shall not exceed the price the District pays to the service provider. At this time, it is the intention of the District to determine and obtain the services of a provider who will preferably service teachers at a common time and location. Otherwise expressed, while the District intends to pay the cost of fingerprinting so as to prevent any expenditure on behalf of those serviced, such cost shall not exceed those established between the provider and the District.

I. Budget and Restructuring Committee

By June 1, 2010, the parties agree to establish a committee composed of two (2) individuals selected by the Association and two (2) individuals selected by the Employer and three (3) community members approved by both parties. The parties agree that by its second meeting, the committee will establish a collaborative process for achieving the goals of this committee. The committee will study the budget and examine at least the 2010-2011, 2011-2012 and 2012-2013 budgets with the goal of developing a long-term financial plan. The committee will look at all alternatives including but not limited to restructuring of services, ideas for additional revenues, financing of athletics and matching staff to needs and resources of the district. The committee will make a non-binding recommendation of the financial plan, subject to Board approval. This provision shall not constitute a waiver of the right to bargain mandatory subjects of bargaining.

J. The parties agree to the following that has been mandated by law:

An Emergency Manager appointed by law may reject, modify, or terminate this Agreement as provided by law.

ARTICLE 27

COMMUNICABLE DISEASES

- A. Communicable diseases shall be as defined by the Michigan Department of Public Health (1979 Admin. Code 325.9001). It is recognized that students with acute infectious communicable diseases will be excluded from school pursuant to rules promulgated by the Department of Public Health. It is further recognized that students with chronic or ongoing communicable diseases whose transmittal can be avoided by reasonable hygienic procedures and environmental management may, given individual circumstances of the case, not be excludable from school. Teachers shall be guided by the Board Policy and Administrative regulations covering communicable diseases.

- B. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or by law, to attend school, all bargaining unit members potentially having contact with the student shall be notified in advance of the child's placement and/or return to school. The Board shall provide inservice instruction in hygienic practices and management to members coming into contact with students having such communicable diseases.

- C. The Board of Education will distribute to each teacher copies of the Board policy and administrative rules pertaining to Communicable Disease. In addition, the Board will maintain an up-to-date Bloodborne Pathogens Exposure Control Plan (last revised February 1999). Staff will receive training and training updates in bloodborne pathogens, first aid, and CPR.

ARTICLE 28

MASTER/MENTOR TEACHER PROGRAM

- A. Master/Mentor teacher is an experienced educator and, as part of his/her assignment has agreed to accept the role of providing professional support, instruction, and guidance to a beginning teacher/mentee, in the same or similar field of practice or certification.
- B. A bargaining unit mentor - mentee assignment shall adhere to the following conditions:
 - 1. Participation as a mentor shall be voluntary on a case by case basis.
 - 2. Probationary teacher/mentor assignments shall be made by the administration.
 - 3. Reasonable efforts will be made to establish probationary teacher/mentor matches in the same building and in the same or similar specialty or area of certification.
- C. Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.
- D. The mentor shall receive mentor training and participate in experiences which prepare him/her for his/her role and responsibilities. Such training will be a district expense.
- E. In addition to the probationary teacher's responsibilities under the school calendar, the probationary teacher is responsible to attend at least fifteen (15) days of professional development during the first three years of their probationary period.

ARTICLE 29

SCHOOL IMPROVEMENT PLANS

- A. The Board, administration, teachers and association recognize the necessity of maintaining ongoing district-wide and building level school improvement plans and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.

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

- C. It is understood that school improvement committee work will take place during professional development days or hours and in accordance with the guidelines of Article 6.H. Additional school improvement work beyond professional development hours will be voluntary and will be compensated as per Schedule B or release time provided. It is the intent of the district that building school improvement teams and the district school improvement team will continue to evolve as the major decision-making bodies for program improvement, common direction, site-based decision making, and school/community collaboration. Teacher participation and leadership in this process is essential.

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall continue in effect until June 30, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

MONTABELLA EDUCATION ASSOCIATION MONTABELLA BOARD OF
EDUCATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

By _____
Negotiation Chairperson

By _____
Superintendent

Date _____

Date _____

SALARY SCHEDULE A

2011 - 2012			
Step	BA	MA	MA+15
1	\$31,917	\$34,473	\$38,303
2	\$34,151	\$36,707	\$39,897
3	\$35,749	\$40,856	\$41,493
4	\$37,344	\$42,451	\$43,089
5	\$38,941	\$44,046	\$44,684
6	\$40,536	\$45,643	\$46,281
7	\$42,132	\$47,238	\$47,877
8	\$43,728	\$48,780	\$49,473
9	\$45,324	\$50,431	\$51,069
10	\$46,919	\$52,028	\$52,666
11	\$48,514	\$53,621	\$54,260
11.5	\$50,144	0	0
12	\$51,267	\$56,373	\$57,011

Step	2012-2013		
	BA	MA	MA+15
1	\$32,077	\$34,645	\$38,495
2	\$34,322	\$36,891	\$40,096
3	\$35,928	\$41,060	\$41,700
4	\$37,531	\$42,663	\$43,304
5	\$39,136	\$44,266	\$44,907
6	\$40,739	\$45,871	\$46,512
7	\$42,343	\$47,474	\$48,116
8	\$43,947	\$49,024	\$49,720
9	\$45,551	\$50,683	\$51,324
10	\$47,154	\$52,288	\$52,929
11	\$48,757	\$53,889	\$54,531
11.5	\$50,395	0	0
12	\$51,523	\$56,655	\$57,296

SCHEDULE B

ADDITIONAL COMPENSATION FOR EXTRA DUTIES

Positions will be assigned by supplemental contract without tenure. Percentage remuneration shall be based on Bachelor's Degree level salary schedule.

<u>TITLE OF POSITION</u>	<u>PERCENTAGE</u>	<u>SET AMOUNT</u>
Athletic Trainer	3%	
Band Director:		
High School	10%	
Middle School	6%	
ONE PERSON	13%	
Baseball:		
Varsity	9%	
Junior Varsity	7%	
Basketball:		
(Boys or Girls)		
Varsity	11%	
Junior Varsity	8%	
Freshman	6%	
Middle School -		
7 (for 2 teams)	4.5%	
8 (for 2 teams)	4.5%	
Cheerleading: High School	8%	
Junior Varsity	6%	
If the Coach holds practice at the same time:	10%	
Choral Director: High School		\$ 664
Middle School		\$ 496
Elementary		\$ 496
Cluster Coordinator		\$2,341
Cross Country	6%	
Middle School	4.5%	
Class Advisor (11-12)		\$ 200
(9-10)		\$ 100
Debate/Forensics	4%	
Destination Imagination/Odyssey of the Mind		\$ 539
Dramatics - 2 plays - 2.5% per play	5%	
Dramatics – Middle School Play Advisor		\$ 808
Elementary Fine Arts Production		\$ 994
FHA		\$ 664
Football: Varsity - Head	11%	
Assistant Varsity	8%	
Second Assistant	4%	
Junior Varsity - Head	8%	
Assistant	6%	
Gifted & Talented Teacher (Unless a prep hour is provided)		\$1,163

SCHEDULE B (continued)

<u>TITLE OF POSITION</u>	<u>PERCENTAGE</u>	<u>SET AMOUNT</u>
Girls Softball: Varsity	9%	
Junior Varsity*	7%	
Golf: Varsity	6%	
Junior Varsity	4%	
Girls Golf	6%	
MSAC		\$ 664
National Honor Society		\$ 664
NCA (District Wide)		\$ 664
Pompon	4.5%	
Power lifting***	4%	
SADD		\$ 664
Senior Project Coordinator		\$ 664
Spanish Club		\$ 664
Special Olympics		\$ 539
Student Council - HIGH SCHOOL		\$ 664
Student Teacher Assistance Team (STAT)		\$ 15^
STAT Leader		\$ 215
Teacher Mentoring		\$ 215
Track:		
Head Coach (Boys or Girls)	7%	
If the Coach holds boys and girls practice at the same time:	10%	
Assistant	4%	
Middle School		
Boys	4.5%	
Girls	4.5%	
1 Team (Boys and Girls)	6%	
Assistant	3%	
Volleyball: Varsity	10%	
Junior Varsity	7%	
Freshman	5%	
Middle School	4.5%	
Weight-Conditioning**	4%	
Wrestling: Varsity	10%	
Junior Varsity	7%	
Middle School	4.5%	
Yearbook:	2% if taught as class - 5% otherwise	
Middle School		\$ 664
Yearbook: Photography	2% if taught as class - 4% otherwise	
Scorekeeper - Per Night		\$ 15
Timer - Per Night		\$ 15
School improvement not done on PD Days/Hours Article 29. C		\$ 75/ Day

SCHEDULE B (continued)

* If sport is offered and a separate coach is employed.

**If the power lifting & weight-conditioning are done by one coach, the pay is 7%

^STAT Team

Members of the STAT Team will be involved in monthly meetings during contractual teacher hours. Meetings will be held once a month and substitutes will be hired to cover classes during that time. Each member of the team will receive the Schedule B stipend for each FULL day of meetings attended. The team leader will receive the annual stipend amount and in addition to the responsibilities of the other members they also are responsible for the collection of forms, organization of forms and formulating a schedule.

Montabella School Calendar 2011-12

August 31	½ day teacher professional development ½ day work day Open House 4:30-6:00pm
September 6	Classes begin-full day for students
October 20	Secondary Parent Teacher Conferences 3:15pm-5:30pm; 6:00pm-8:00pm
October 21	NO SCHOOL FOR STUDENTS- teacher professional development day
October 31	NO SCHOOL FOR STUDENTS- teacher professional development day
November 15	Safety Day-NO SCHOOL
November 21& 22	Elementary Parent Teacher Conferences 4:00pm-5:30pm, 6:30-8:15pm
November 22	End of 1 st Trimester
November 23	NO SCHOOL FOR STUDENTS- ½ day work day
November 24, 25	Thanksgiving Recess-NO SCHOOL
Dec 21-Jan 3	Christmas Break-NO SCHOOL
January 4	School resumes
January 26	Secondary Parent Teacher Conferences 3:15pm-5:30pm; 6:00-8:00pm
January 27	NO SCHOOL FOR STUDENTS- teacher professional development day
February 20	NO SCHOOL FOR STUDENTS- teacher professional development day
March 8	End of 2 nd Trimester
March 9	NO SCHOOL FOR STUDENTS- ½ day work day
March 28 & 29	Elementary Parent Teacher Conferences 4:00pm-5:30pm, 6:30-8:15pm
March 30 - April 6	Spring Break- NO SCHOOL
April 19	Secondary Parent Teacher Conferences 3:15pm-5:30pm; 6:00-8:00pm
April 20	NO SCHOOL FOR STUDENTS- teacher professional development day
May 24	Graduation
May 28	Memorial Day – NO SCHOOL
June 1	Last Day for Students
June 4	Teacher Work Day

	1 st trimester	2 nd trimester	3 rd trimester	School year
Students	53	62	52	167
Teachers	56.5	64	54.5	175

LETTER OF AGREEMENT

between

MONTABELLA PUBLIC SCHOOLS

and the

MONTABELLA EDUCATION ASSOCIATION

This Letter of Understanding is entered into on the date(s) set forth below by and between the Board of Education of the Montabella Public Schools (“Board”) and the Montabella Education Association (“Association”).

Board and Association agree that in accordance with Sections 1249 and 1250 of the Revised School Code they will work together to adopt and implement a performance evaluation system and method of compensation that satisfy Sections 1249 and 1250 of the Revised School Code. Board and Association further agree that until the evaluation system is adopted and implemented, Board shall have the right to evaluate teachers in a manner which satisfies Section 1249 of the Revised School Code. Board and Association acknowledge that the agreed upon compensation for the 2011-2012 and 2012-2013 school years was based upon the job performance and accomplishment of employees in the bargaining unit in accordance with Section 1250 of the Revised School Code to the extent school district finances permitted.

MONTABELLA PUBLIC SCHOOLS

Dated: _____, 2011

By: _____
Its Superintendent

MONTABELLA EDUCATION ASSOICATION

Dated: _____, 2011

By: _____
Its President