

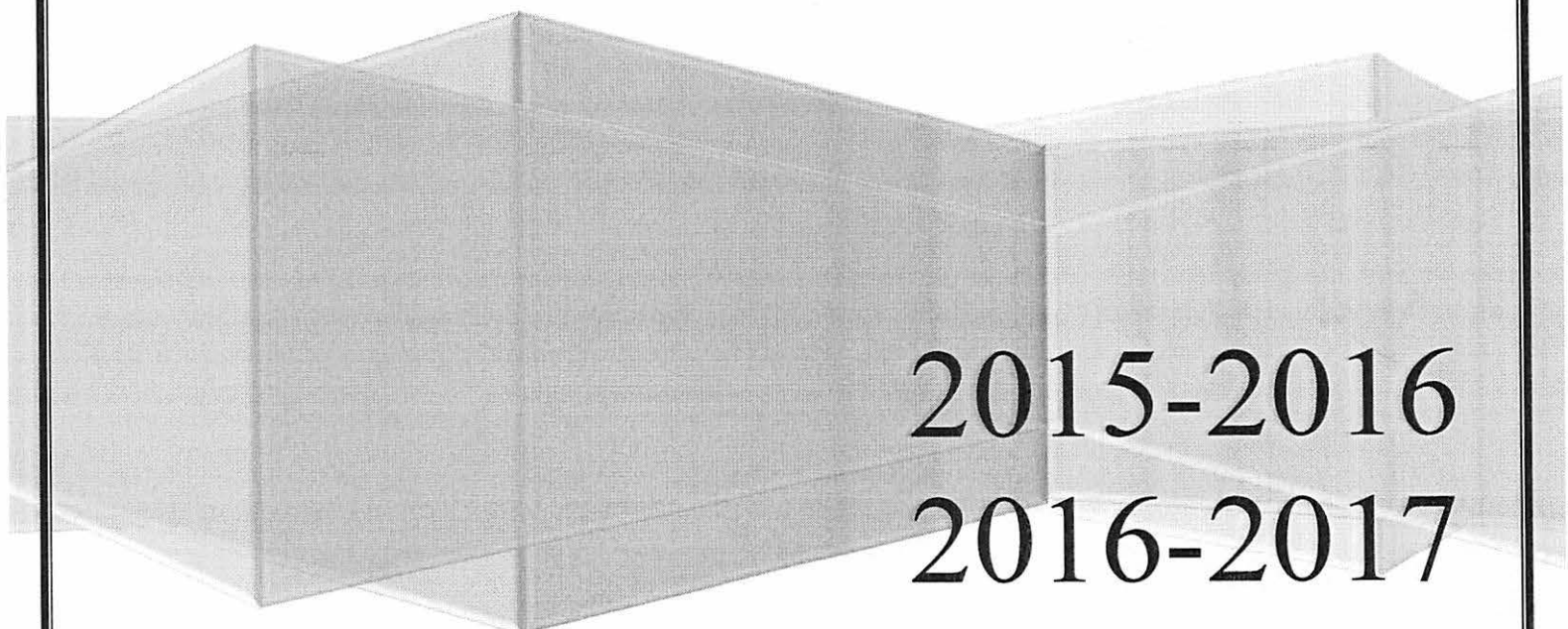
# **Master Agreement**

**between**

**MASON COUNTY EASTERN SCHOOLS  
BOARD OF EDUCATION**

**and**

**MASON COUNTY EASTERN  
EDUCATION ASSOCIATION**



**2015-2016**

**2016-2017**

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**AGREEMENT BETWEEN THE MASON COUNTY EASTERN  
EDUCATION ASSOCIATION AND THE BOARD OF EDUCATION  
OF THE MASON COUNTY EASTERN SCHOOL DISTRICT**

This Agreement is between the Board of Education of the Mason County Eastern School District, Custer, Michigan, (the "Board"), and the Mason County Eastern Education Association, (the "Association"). The term "Board" means the duly elected governing body of the School District, Superintendent, principals, and assistant principals, and will be referred to in this Agreement as the "Administration", which for all purposes shall be considered as the agent of the Board of Education.

If at any time a state or federal court decision reverses current Agreement language, the Board and the Association agree to open the Agreement to examine old language for reinstatement where applicable.

**ARTICLE 1 - RECOGNITION**

- A. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section 11, of the Public Employment Relations Act ("PERA"), MCL 423.211 for all professional personnel, including personnel on tenure, probation, and on per diem appointments (excluding per diem and term substitutes), classroom teachers, GSRP (Great Start Readiness Program) teachers, guidance counselors, librarians, speech and hearing therapists, special education teachers, employed now or in the future by the Board, but excluding supervisory and executive personnel and office and clerical employees.
- B. The term "teacher" shall refer to all employees represented by the Association in the bargaining unit defined above.
- C. If this District is combined with one or more districts, the Board will use its best efforts to ensure the continued recognition of the Association and the continued employment of its members in the consolidated district.

**ARTICLE 2 - AGENCY SHOP**

- A. All teachers may join the association and pay either membership dues or service fees.

**ARTICLE 3 - TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. Pursuant to PERA, the Board agrees that every teacher employed by the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

As a duly-elected body exercising governmental power under Michigan law, the Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by PERA, or of other laws of Michigan, or the Constitution of Michigan and the United States; that it will not discriminate against any teacher as to hours, wages, membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her agreement or otherwise as to any terms or conditions of employment.

The Association agrees it will not discriminate against any teacher who is not a member of the Association but is being represented by it.

- B. The Association may request, from time to time, information related to problems to be discussed. Information will be available in the form of standard school reports.
- C. The Association shall have the right, by request, to use school buildings and facilities when said buildings are open and staffed and when classes are not in session. Bulletin boards designated for Association use, as well as the intra-district mail system, shall be available to the Association and the membership as long as the use of these facilities is used for official organizational business and correspondence is signed by an officer of the Association.
- D. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- E. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. If material to be placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. When a teacher is requested to sign material put in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material.

A teacher may request a review of his/her permanent personnel file, to be conducted at a time mutually agreeable between the teacher and the Administration. A teacher, upon request, may be accompanied by an Association representative, but responsibility for arranging such representative rests solely with the teacher. The teacher shall not be allowed access to confidential placement information obtained at the time of hiring (i.e., letters of recommendation, etc.).

#### **ARTICLE 4 - BOARD'S RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative occupational control of the school system and its properties and facilities, and the occupational activities of its employees;
  - 2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees subject to the provision set forth in this Agreement;
  - 3. 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 or advisable by the Board;
  - 4. To approve the means and the methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. The Board will consult with the teacher in affected areas with respect to these matters;
  - 5. To determine class schedules, the hours of instruction, and the duties and

responsibilities and assignments of teachers and other employees with respect to administrative and non-teaching activities.

- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board and the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the provisions of this Agreement and then only to the extent such specific and express terms conform with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

#### **ARTICLE 5 - COMPENSATION AND CALENDAR**

- A. The salaries for personnel in the bargaining unit are established in the salary schedule, which is appended to this Agreement.
- B. Compensation for extra-curricular activities is established in Appendix C (Schedule B), which is appended to this Agreement. All vacancies in this area shall be posted in the high school conference and elementary conference rooms by the Administration for at least ten (10) days prior to filling the position. A sign-up list will be given to all teachers prior to the end of the school year for the following year's Schedule B activities and to any newly hired teachers as they sign contracts. This list will be recognized as an application for the position. Failure to sign up on the original list does not necessarily eliminate any interested teacher from a position. Individual contracts shall be offered no later than five (5) days following the regular October Board meeting for all known positions.
- C. A teacher engaged in contract negotiations on behalf of the Association, or who is required to participate in the grievance procedure hereinafter prescribed, shall do so during his/her conference period or during non-regular school hours.
- D. Individual teacher contracts will be offered annually for the term of this Agreement no later than five (5) days following the regular October Board meeting provided:
  - 1. A Master Agreement is ratified and in effect.
  - 2. Each teacher provided the Business Office with the proper verification of hour changes accompanied with a transcript no later than September 30.
- E. The employment calendar is contained in Appendix A, which is attached to and incorporated into this Agreement.
- F. Per diem shall be defined as the teacher's annual salary, excluding any extra duty assignment pay (Appendix C), divided by the number of teacher work days set forth in Appendix A (Calendar).
- G. The time required by new teachers with mentors and in professional development activities, and the time required by teachers associated with individual development plans, shall not require additional compensation.

If the District requires the teacher in such instances to attend a conference, the District agrees to reimburse the teacher for conference registration fees, lodging if necessary, meals, and mileage.

## **ARTICLE 6 - TEACHING HOURS**

- A. All teachers' normal teaching hours shall be 7:50 a.m. to 3:20 p.m.
- B. Teachers will assist in student supervision during passing of classes.
- C. All teachers shall be entitled to a daily, duty-free, uninterrupted lunch period of at least thirty-five (35) minutes.
- D. Teachers will make themselves available for a maximum of six (6) staff meetings per semester, which may extend outside the normal teaching hours defined above.

Staff meetings will be contiguous to the work day and normally will not exceed one and one-half (1 ½) hours in duration.

- E. Teachers are not required to be present when school is closed because of weather conditions and/or mechanical failures. The Board and Association shall mutually set a calendar so that any day lost in the event school is closed, for reasons that do not allow such days to be counted by the State Board of Education rules as days of instruction, will be made up. If there are more than 180 days of scheduled student instruction, the maximum number of instructional days that will not be made up is two (2) days.
- F. Any teacher may be assigned a portion of the normal teaching day on a regular basis to work on curriculum study and planning with his/her consent.

## **ARTICLE 7 - TEACHING CONDITIONS**

- A. The Administration will set teaching loads consistent with educational practices and sound economic judgment as determined by the Board. Each teacher is entitled to a daily conference preparation period. Both parties agree that teachers shall utilize such preparation periods in pursuit of activities which are directly related to their performance as teachers. Every effort will be made by the Administration to assign teachers within their major or minor field of study.

The duties of any bargaining unit employee, or the responsibilities of any or part of any position in the bargaining unit, will not be transferred to persons not covered by this Agreement without the prior written agreement of the Association.

- B. Tentative grade assignment in the elementary school and subject assignments in the middle /high school will be given prior to the closing of the school year. The Administration will notify teachers in writing of any changes in the above assignment by July 1. Any change after that date will occur only as a result of emergency conditions and then only after affected teachers have been notified and consulted by the Administration. The Administration agrees to notify the Association of any such change and the reasons for it.
- C. Normal elementary school teaching load consists of the class and hours assigned by the Administration and will include a daily preparation period during (not before the start of) the normal school day, with a minimum of 235 minutes of preparation time per week.

D. The normal teaching load in the middle/high school consists of not more than six (6) classes in a seven (7) period day, or five (5) classes in a six (6) period day, with up to four (4) preparations as assigned by the administration and will include a preparation period during (not before the start of) the normal school day.

Five (5) preparations may be assigned by written consent of the teacher involved.

Study hall is not considered to be a preparation or a preparation period.

E. Except as set forth below, in the event that a kindergarten through twelfth grade class exceeds twenty-eight (28) students, the Administration will, where administratively feasible, assign:

1. Additional aide time in grades K-6;
2. Aide time in grades 7-12 during the hour(s) in which the limit is exceeded.

The Administration will confer with the teacher in the selection, placement, and assignment of aides. It is also understood that the teacher has the right to waive aide help as he/she chooses.

Provided the District continues to receive Title I funding and is permitted to continue to utilize Mason County Eastern students as aides, the aforementioned limit for 1-6 grades will be reduced to exceeding twenty-six (26) students.

**The Administration understands that whenever feasible, it is beneficial to the learning environment to keep class sizes small. When feasible, the Administration will provide aides or additional sections to meet the small size goal.**

F. Under no conditions shall a teacher be required to drive a school bus as part of his/her assignment.

G. Telephone facilities shall continue to be made available to teachers for their reasonable use. Only local calls or school related calls will be made on District telephones.

The Association agrees to reimburse the Board for any toll calls made for Association business.

H. Vending machines may be installed in teachers' lounges. The proceeds will be used for teacher recreational purposes. The Board and Administration assume no liability or responsibility for the operation, maintenance, or financial arrangements affecting such machines. Only one machine per teachers' lounge will be permitted. It shall be the responsibility of the Association to ensure the maintenance, care, and orderly operation of such machine.

I. The Board agrees to continue to provide parking facilities for the use of teachers.

J. If the District applies for a class size or case load deviation under the procedures established by the Michigan Department of Education, the Association President will be notified in writing of the request, the disposition of the request, and the plan for implementation.

## **ARTICLE 8 - VACANCIES AND TRANSFERS:**

- A. The Board and the Association agree that transfer within the system may be desirable for the continuity of education. Notice of all vacancies and new positions shall be posted in each building during the school year and to the Association President, or his/her designate, during all times school is not in session. For purposes of this Article, a vacancy shall mean an unfilled position in the bargaining unit which the employer intends to fill after all assignments have been completed.
- B. Any teacher may apply for such vacancy. The Administration will act on all applications in the best interests of the District and will inform all applicants and the Association of their decision.
- C. Any existing positions will be filled by certified and qualified teachers.
- D. Transfers will be with full knowledge of the teachers.

## **ARTICLE 9 - ADMINISTRATIVE SENIORITY**

- A. Any teacher who shall be transferred to a supervisory or administrative position shall have his or her bargaining unit seniority frozen at the date of transfer and shall begin to re-accumulate seniority from that point should he or she later return to teacher status. This paragraph refers only to seniority in the bargaining unit and not to the step on the pay scale.
- B. Any administrator who has not been a bargaining unit employee in the District, and who is transferred to teaching status, shall not be credited with accrual of seniority in the bargaining unit which would reflect the period spent in the supervisory or administrative status.

## **ARTICLE 10 - LEAVES WITH PAY**

- A. At the beginning of each school year, each teacher shall be granted a total of seven (7) sick days. Should the teacher leave the employ of the Board during the school year, the sick leave allowance shall be pro-rated and appropriate adjustment made.

Each teacher's unused sick days (excluding sick bank days as provided in Article 19) will accrue from year to year up to a maximum of two hundred forty (240) accumulated days.

- B. The Board may request a doctor's verification of any illness, injury, or disability covering the absence for which the teacher is to be paid.
- C. Leaves of absence with pay, chargeable against the teacher's sick leave allowance, shall be granted for the following reasons (renewable at the discretion of the Board):
  - 1. A maximum of three (3) days per school year for a critical illness in the immediate family which requires a doctor's care. In cases of dispute, a doctor's verification may be requested by the Board.
  - 2. Three (3) days when emergency illness in the immediate family requires a teacher to make arrangements for necessary medical or nursing care.
  - 3. One (1) day for attendance at the school graduation of someone in the immediate family.



4. Time necessary for attendance at the funeral services of a person whose relationship to the teacher warrants such attendance. Two (2) days maximum under this provision are chargeable against the sick leave allowance. Other days necessary to attend such funeral services shall be without pay and are not chargeable against the sick leave allowance.
5. A teacher who is disabled because of pregnancy will be able to use sick day benefits on those days that she is physically unable to perform her duties. For extended periods of leave, the Board may request periodic certification of her inability to continue work and perform her regular duties as verified by her physician. Sick leave benefits under this provision will be terminated when she is physically able to perform her duties as certified by her physician.
6. Teachers who are absent on a compensable leave under the Workers' Compensation Law who have accumulated sick leave available, will have a pro rata portion of sick leave deducted on each day of absence to assure the continuation of the teacher's regular daily salary. Upon exhausting the sick leave accumulation, the teacher will only receive those amounts afforded under the law.

D. At the beginning of each school year, each teacher shall be granted five (5) personal leave days, not chargeable against the sick leave allowance. Unused personal leave days will be added to the individual teacher's sick days at the end of the school year.

Requests must be made not later than two (2) days prior to the day requested, unless extenuating circumstances prevent such notice.

Absent an exception being made by the Superintendent, personal leave days will not be authorized to extend vacations (defined to also include holiday breaks), on exam days, on parent-teacher conference days, the first and last day of student instruction, and on professional development days; nor will more than two (2) teachers District-wide be authorized on a given day (third teacher at the discretion of the Superintendent).

Requests must be submitted in writing to the building principal to be forwarded to the Superintendent, whose decision shall be final. The request need not contain a statement identifying the reason for the request, however it is understood that the use of such days for business which could be conducted outside of the normal school hours is prohibited.

E. Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

1. For a death in the immediate family, the first two (2) days of a total of five (5) days are not chargeable against the sick leave allowance. The last three (3) days of the total of five (5) are chargeable against the allowance.
2. Absence when a teacher is called for jury duty or is subpoenaed to appear as a witness in a court of proper jurisdiction. The teacher shall be paid regular salary less the court-paid jury or witness fee. The teacher must present the court payment voucher to receive reimbursement.
3. Administration approved visitation at other schools for attending educational conferences or in-service workshops, but expressly excluding any functions for the purpose of labor relations (e.g., collective bargaining, negotiations, grievance training, etc.). Teachers involved under this provision shall, upon request by the Administration, submit a written report concerning the program attended.

- F. At the beginning of each school year, the Association shall be credited with nine (9) days with pay to be used by elected officers and/or representatives of the Association. The President of the Association agrees to notify the Superintendent not later than forty-eight (48) hours in advance of any Association officer and/or representative taking such leave. No more than two (2) teachers shall use this leave on the same day. No more than three (3) days in succession may be used by one (1) teacher. A limit of five (5) days may be used by any one (1) teacher in one (1) year.
- G. For the purpose of this Article, the term "immediate family" is defined to include the teacher's spouse and the children, step-children, parents, stepparents, grandparents, grandchildren, son-in-law, daughter-in-law, sponsored dependents and siblings of the teacher or his/her spouse.

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

- A. Consistent with its responsibility under the Family and Medical Leave Act ("FMLA"), the Board has adopted a leave policy that conforms to that law for certain leaves of absence. An eligible teacher may apply for FMLA leave as permitted by law and Board policy. Pursuant to the FMLA, only the eligible teacher may exercise the right to return to the position that the teacher occupied immediately before the beginning of the FMLA leave. (Mason County Eastern Board of Education Policy 3430)
- B. The Board reserves the right to require written doctor's reports to confirm the ability of the teacher to return from an unpaid leave of absence and to resume full teaching responsibilities.
- C. Leaves of absence without pay may be granted, upon approval of the Board, for the following purposes:
1. Study related to the teacher's licensed field.
  2. Study to meet eligibility requirements for a certificate other than that held by a teacher.
  3. Study, research, or special teaching assignment involving probable advantage to the District.
  4. The Board reserves the right to approve or deny all requests for leave under the provision of C. above.
- D. In no case shall a leave of absence last more than two (2) years.
- E. Failure to return from a leave of absence shall be construed to mean that the teacher has voluntarily terminated employment with the District.
- F. Written request for an extension of leave must be received by the Superintendent not later than ninety (90) days prior to the expiration of the leave.
- G. Unpaid leaves up to five (5) days may be granted by the Superintendent. Any additional days must be approved by the Board.
- H. Personal leaves not provided for above may be considered on a case by case basis.

- I. Except as otherwise required by the FMLA, teachers who desire to maintain their medical insurance during the period of unpaid leave may do so by paying the cost of the premium to the school district on a monthly basis. Mason County Eastern Board of Education Policy 3430. (FMLA)
- J. Teachers who are elected to office in the Michigan Education Association or the National Education Association or are appointed to its staff will, upon proper application, be given a leave of absence without pay for the purpose of performing duties for the Association. Such leave will be without pay or seniority accrual or advancement on the salary schedule.
- K. The date of return from any leave of absence under this Article shall be established in advance by mutual agreement of the Board and the teacher.

#### **ARTICLE 12 - TEACHER PROTECTION AND RESPONSIBILITY**

- A. The maintenance of control and discipline in the classroom is a joint responsibility of the parties. The Administration agrees to provide assistance in this responsibility, either as it deems necessary, or in response to specific requests from the teacher or the Association.
- B. In those situations where either the teacher or the Administration believes that a particular student requires specialized assistance which cannot be provided in the classroom, efforts will be made to provide such assistance consistent with the needs and interests of the student and the District.
- C. Any case of assault upon a teacher shall be promptly reported by the teacher or Association to the Administration. The Board will provide legal advice to inform the teacher of his/her rights and/or obligations under the law, and shall assist the teacher in handling the incident with law enforcement and judicial authorities.
- D. If any teacher is sued for disciplinary action taken by the teacher against a student, the teacher may request assistance from the Board to include financial aid for legal services. Any request under this provision shall be made in writing to the Superintendent, who will forward the request with his/her recommendations to the Board. The teacher or the Association may request a hearing before the Board, but in all cases, the decision of the Board shall be final and binding on the parties. This provision of the Agreement is not subject to the grievance procedure.
- E. The Board will maintain a comprehensive liability insurance policy which will provide protection for all teachers in the discharge of their teaching responsibilities. The policy will provide legal services from the insurance carrier for protection of teachers in assault cases consistent with terms, provisions, and exclusions of the carrier.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher unless the Board implements the provisions of the Teachers' Tenure Act relating to a criminal charge, or the teacher is finally adjudged guilty of a crime in connection with said incident by a court of proper jurisdiction.
- G. All complaints concerning a teacher's performance shall be promptly brought to the teacher's attention.
- H. Teachers shall be expected to exercise reasonable care in the performance of teaching assignments with respect to the safety of students and property.

## ARTICLE 13 - SENIORITY

- A. "Certified" is defined as possessing the necessary teaching certificate from the State of Michigan. "Qualified" means any requirements beyond being certified, such as being highly qualified as defined by NCLB and its regulations or any endorsement for subject areas as may be required.
1. a. Seniority shall be defined to mean the length of continued, unbroken service in the Mason County Eastern Schools in the teachers bargaining unit. Time spent on leave of absence or layoff shall not constitute a break in service, and seniority shall continue to accrue as if employed in that position (part-time or full-time) for which he/she was laid off or on leave. Accrual time will be credited to the bargaining unit employee's account upon re-employment. Part-time teachers accrue seniority on a prorated basis. Bargaining unit employees who leave the Association to accept Administrative positions with the District shall have their seniority in the Association frozen and shall not accrue seniority during the time of separation from the bargaining unit.
  - b. Date and time of teacher's signing of letter of intent shall be used where there is a tie in years of seniority.
  - c. A seniority list shall be prepared each year in consultation with the Association President. The District shall provide a dated copy of the seniority list to each EA employee no later than seven (7) days following the October Board meeting, to initial and return to the Administration office affirming his/her dates are correct within fourteen (14) days of the date of the document. The District shall assume the dates are correct if the bargaining unit employee does not return the list by the deadline, and thereafter, the list shall be final and conclusive.
  - d. Seniority rights in the Mason County Eastern Schools shall be lost by a tenure teacher on layoff after three (3) years, or who retires, resigns, or is discharged for cause.
  - e. Seniority rights shall be lost by the teacher if he/she does not return or respond to a recall notice within ten (10) working days of recall from layoff.
  - f. In no case can more than one (1) year of seniority be obtained in a school year.
- B. Acceptance or rejection of a position less than the one from which the teacher was laid off will not affect seniority rights.
- C. While nothing in this section or Article is to be construed as in any way diminishing the rights of the laid-off employees, the Association and Board have also agreed that all laid off bargaining unit employees shall have the right to be placed on a substitute list.

## ARTICLE 14 - GRIEVANCE PROCEDURE

- A. Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement relating to wages, hours, terms, or conditions of employment may, within sixteen (16) days of the alleged violation or knowledge thereof, file a written grievance with the Board or its designated representative.

The Board designates, as its representative for such purposes, the Principal and Superintendent. The Association shall have the right to initiate a grievance on behalf of an individual or group of individuals without his/her or their specific approval indicated in writing on the written grievance. The individual can object to the grievance in writing.

Written grievances shall contain the signature of grievant(s) and shall:

1. Be specific.
2. Contain a synopsis of the facts giving rise to the alleged violation.
3. Cite the section or subsections of this Agreement alleged to have been violated.
4. Contain the date of the alleged violation.
5. Specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- B. Within ten (10) days of the date of the alleged violation, the grievant(s) shall orally discuss the matter with the building principal(s) in an effort to resolve the problem informally. The grievant(s) may be accompanied by an Association representative upon his/her request. Responsibility for arranging representation lies solely with the grievant(s) and shall not serve to extend the time limitations herein established. Within three (3) days of the informal meeting, the building principal shall inform the grievant(s) of his/her decision. If, after the principal's response, a grievance still exists, grievant(s), with the aid of the Association or its representative, shall, within three (3) days, reduce the grievance to writing as specified in A(1-5) and present it to the Superintendent as specified.
- C. Within ten (10) days of receipt of the written grievance, the Superintendent shall indicate his/her approval or disapproval. If the Superintendent disapproves the grievance, he/she shall indicate on the grievance form his/her reasons for disapproval and forward one (1) copy to the grievant(s), one (1) copy to the Association, and one (1) copy to the principal of the building in which the grievance arose, and shall place one (1) copy in a permanent file in his/her office.
- D. If the decision of the Superintendent is not satisfactory to the Association, it may, within fifteen (15) days of receipt of the Superintendent's written decision, submit the grievance to arbitration through the American Arbitration Association (AAA), with the arbitrator being selected and proceedings governed by way of the rules and regulations of the American Arbitration Association (AAA).
1. The decision of the arbitrator shall be binding on both parties.
  2. The costs of the arbitrator shall be born equally by the parties, except that each party shall pay the cost of calling its own witnesses and preparing exhibits and testimony.

3. The powers of the arbitrator shall be limited only by the following provisions:

- a. The arbitrator shall have no power to add to, subtract from, amend, or modify any provisions of this Agreement.
- b. The arbitrator shall have no power to alter or impose any salary schedule.
- c. The arbitrator shall have no jurisdiction to review a grievance involving a prohibited bargaining subject as determined by Michigan Compiled Laws (MCL).

E. Time limitations established hereinafter shall be strictly observed and may be extended only by mutual agreement in writing. Failure of a teacher to process a grievance within the time limits herein established shall preclude further proceedings on that grievance. Failure of the Administration to process a grievance within the time limits shall automatically advance the grievance to the next level of this procedure.

F. Matters falling within the jurisdiction of a state or federal agency for which an administrative procedure exists to seek a remedy (e.g., Tenure Commission, Michigan Employment Relations Commission, Equal Employment Opportunity Commission, etc.) for which the teacher and/or Association has filed a complaint, may not be processed further as a grievance. If a complaint is filed and a grievance is pending at any level, further proceedings on the grievance are prohibited.

#### **ARTICLE 15 - PART-TIME EMPLOYEES**

A. Temporary Vacancies:

A temporary vacancy is one in which a teacher is not available to work due to an accident, extended illness or injury, or approved leave.

B. Part-Time Teachers:

Teachers who teach less than a normal teaching load will be defined as part-time teachers. The following will be guidelines to establish salary and fringe benefits:

1. Candidates with experience in teaching may be allowed as much as ten (10) years experience outside the school system provided that evaluations of that experience by the Board shows it to have been satisfactory.
2. Part-time teachers shall have their place on the salary schedule determined by the Administration in accordance with Appendix B. Their yearly salary shall be the percent of the day they work times their appropriate step as found above.
3. Appendix E (4) for fringe benefits.

#### **ARTICLE 16 - RETIREMENT POLICY**

A. The Board shall not adopt nor impose any policy regarding the retirement age of teachers which is in conflict with the provisions of this Agreement or applicable state and federal laws.

B. Whenever possible, a teacher who is planning to retire at the end of the school year will inform the Superintendent of his/her intent on/or before April 1 in order to facilitate planning

## **ARTICLE 17 - MISCELLANEOUS PROVISIONS**

- A. For purposes of this Agreement, unless otherwise specified, the term "days" shall mean the days of the week (including the summer) Monday through Friday, excluding Saturday, Sunday, holidays, and scheduled breaks in the school calendar.
- B. Teachers will be provided a telephone number which they shall make every effort to call prior to 7:00 A.M. to report unavailability for work. The Administration bears the responsibility for arranging for substitute teachers.
- C. This Agreement shall supersede any policy or regulation of the Board which may be inconsistent with its terms, and shall supersede any inconsistent terms of an individual teacher contract.
- D. Copies of the Agreement shall be duplicated or printed at the expense of the Board thirty (30) days after the Agreement is ratified and presented to all teachers now employed or later employed by the Board.
- E. If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees shall be found contrary to law (i.e., insufficient number of instructional hours or days, etc.), such provisions or applications 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. The parties shall immediately renegotiate the provisions or applications in question to comply with the law.
- F. Board policies will be given to the Association in timely fashion after Board approval and official printing.
- G. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1541 et seq., shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in that Act.

## **ARTICLE 18 - SICK LEAVE BANK**

- A. The sick leave bank from the previous Agreement is extended. If the total accumulation in the sick bank falls below one hundred (100) days, all teachers and the Board shall make matching contributions to re-establish and maintain a balance of one hundred (100) days or more.
- B. All new bargaining unit employees must contribute five (5) sick days to the sick bank according to the following schedule in order to be eligible to draw from the bank:

First year of employment - 2 days

Each subsequent year for three (3) years - 1 day in each of those years.

Any bargaining unit employees having a legitimate need to use sick bank days (according to provisions of paragraph C), but having contributed less than five (5) days, will be allowed full use of the bank as needed if his/her yearly contributions have been made up to the point of the need to draw from the bank.

C. Restrictions relative to the usage of the sick leave bank are as follows:

1. Access to the sick leave bank days may only be utilized by contributing teachers for their own personal illness or injury which is not compensable under the Workers' Compensation Act (see Article 10-C-6).
2. Personal sick leave accumulation and personal days for the year must be exhausted prior to receiving sick leave bank days.

A teacher with five (5) or more years of service within the bargaining unit who has used all the days referenced above can only draw from the bank for absences of three (3) or more consecutive work days.

3. A physician's statement containing a diagnosis and prognosis may be requested by the District. The bargaining unit employee will sign a release form if requested. The Board reserves the right to request additional opinions from a Board appointed and Board paid physician when making an initial determination and during the term of an absence.
4. Maximum of ninety (90) days draw or the number of days necessary to qualify for LTD, whichever is less.
5. Members who receive days from the sick bank will sign a redemption agreement which provides that:
  - a. If a teacher later collects workers' compensation or another form of disability payment for the period of absence under the bank's provisions, the bank will be repaid by the teacher.
  - b. If long-term disability is paid and for any twelve (12) month period results in the receipt of salary from the District and disability payments in excess of the teacher's annual salary, the bank will be repaid by the teacher.
6. Any disputes relative to eligibility or continued eligibility will be resolved by the Superintendent and Association President following a review of the medical and related documentation. As such, the denial or discontinuation of bank payments will be subject to the grievance procedure.

D. Any sick days which a teacher has accumulated who is leaving the school system for any reason other than leave, layoff, or retirement, will be automatically credited to the sick bank leave.

E. Any accumulated sick days of a person who retires beyond the number for which he/she is reimbursed under Appendix B will automatically be credited to the sick bank.

F. Clerical records of sick bank days will be kept in the Superintendent's office, and copies will be given to the employee and to the Association. Copies of the cumulative sick bank days will be on file in the Association records as well as in the Superintendent's office. A record of individual sick leave days will be given to each employee no later than five (5) days following the regular October Board meeting.

G. A sick leave bank will be maintained in successive school years, and in the event of it being removed from the contract, sick days will be returned to the teachers and the Board on a pro rata basis.



**ARTICLE 19 - DURATION OF AGREEMENT**

This Agreement shall become effective September 1, 2015, and shall expire on August 31, 2017.

**BOARD OF EDUCATION**

By [Signature]  
President

By [Signature]  
Secretary

Date: 9/1/2015

**ASSOCIATION**

By [Signature]  
President

By [Signature]  
Secretary

Date: 9/1/2015

## APPENDIX A 2015-2016

September						
Su	Mo	Tu	We	Th	Fr	Sa
		1▲	2▲	3▲	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

November						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6■	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	(26)	(27)	28
29	30					

January						
Su	Mo	Tu	We	Th	Fr	Sa
					(1)	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	2■	23
24	25	26	27	28	29	30
31						

March						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	2■	(25)	26
27	(28)	29	30	31		

May						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	(30)	31				

October						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8★	9▲	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

December						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	(21)	22	23	24	25	26
27	(28)	29	30	31		

February						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	2★	26▲	27
28	29					

April						
Su	Mo	Tu	We	Th	Fr	Sa
					(1)	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7■	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- ( ) Vacation Period, Holiday, Other Non-Working Day
- ▲ Non-Student Day/Professional Development Day
- End of Marking Period
- ★ P.M. Parent/Teacher Conferences (1/2 Day for students)
- ↙ 1/2 Day Students

**Holidays:**

Labor Day: 9/7/15

Thanksgiving Recess: 11/26/15, 11/27/15

Christmas Recess: 12/21/15 through 1/1/16

Spring Recess: 3/25/16 through 4/1/16

Memorial Day: 5/30/16

Total Student Days: 175

Total Teacher Days: 181

First Student Day: September 8, 2015

Last Student Day: June 7, 2016

First Teacher Day: September 1, 2015

Last Teacher Day: June 8, 2016 – This day could be replaced at teacher discretion and administrative approval, with 6.5 hours equivalency.

One (1) Teacher Workday: N/A

\*New Teacher Orientation: N/A

Two (2) Half Days Parent/Teacher Conferences: 10/8/15 (12:30-3:30 p.m. & 4:00-7:00 p.m.)  
2/25/16 (12:30-3:30 p.m. & 4:00-7:00 p.m.)

No School: 10/9/15, 11/26/15, 11/27/15, 12/21/15 through 1/1/16, 2/26/16, 3/25/16 through 4/1/16, 5/30/16

Winter Break Day/Make-Up Day: N/A

Five (5) Professional Development Days: 9/1/15, 9/2/15, 9/3/15, 10/9/15, 2/26/16

Make-up days will be made up at end of school year. Association and Administration will confer to possibly add time to student day when possible and, if necessary, for making up hours of instruction.

\*Dates may be changed by mutual consent to consider county-wide common calendar.

## 2016-2017

- ( ) Vacation Period, Holiday, Other Non-Working Day
- ▲ Non-Student Day/Professional Development Day
- End of Marking Period
- ★ P.M. Parent/Teacher Conferences (1/2 Day for students)
- ✂ ½ Day Students

September						
Su	Mo	Tu	We	Th	Fr	Sa
				1▲	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

November						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4■	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

January						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20■	21
22	23	24	25	26	27	28
29	30	31				

March						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23■	24	25
26	27	28	29	30	31	

May						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30▲	31▲			

October						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6✂★	7▲	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23★	24▲	25
26	27	28				

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15■	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**Holidays:**

Labor Day: 9/5/16

Thanksgiving Recess: 11/24/16, 11/25/16

Christmas Recess: 12/19/16 through 1/2/17

Spring Recess: 3/24/17 through 4/2/17

Memorial Day: 5/29/17

Total Student Days: 180

Total Teacher Days: 186

First Student Day: September 6, 2016

Last Student Day: June 15, 2017

First Teacher Day: August 30, 2016

Last Teacher Day: June 16, 2017 – This day could be replaced at teacher discretion and administrative approval, with 6.5 hours equivalency.

One (1) Teacher Workday: N/A

\*New Teacher Orientation: N/A

Two (2) Half Days Parent/Teacher Conferences: 10/6/16 (12:30-3:30 p.m. & 4:00-7:00 p.m.)  
2/23/17 (12:30-3:30 p.m. & 4:00-7:00 p.m.)

No School: 10/7/16, 11/24/16, 11/25/16, 12/19/16 through 1/2/17, 2/24/17, 3/24/17 through 4/2/17, 4/14/17, 5/29/17

Winter Break Day/Make-Up Day: N/A

Five (5) Professional Development Days: 8/30/16, 8/31/16, 9/1/16, 10/7/16, 2/24/17

Make-up days will be made up at end of school year. Association and Administration will confer to possibly add time to student day when possible and, if necessary, for making up hours of instruction.

\*Dates may be changed by mutual consent to consider county-wide common calendar.

## APPENDIX B

### COMPENSATION

- A. Candidates with experience in teaching may be allowed as much as ten (10) years experience outside the school system provided that evaluation of that experience by the Board shows it to have been satisfactory.
- B. Increments become effective the first work day of each year, and advancements under the salary schedule shall be automatic as of the first work day following completion of required academic courses. Increments will not accrue during layoff or leaves of absence.
- C. Evidence of extra hours earned must be provided to the Administration by the Friday after Labor Day of that year for which payment is expected. Credit must be in the teacher's major or minor field or in pursuit of an additional certification or an approved Master's degree by the teacher's institution of higher education, or with prior approval of the Administration.
- D. If any teacher voluntarily gives up his/her conference time to teach or substitute teach during that period, he/she will be paid at the rate of twenty-five (25) dollars per period. Assignments will be made by the principal with the teacher's consent.
- E. Retiring teachers will receive payment of fifteen (15) dollars for each unused sick day up to one hundred fifty (150) days in their personal accumulation (not including sick bank) on their final paycheck. For teachers with more than one hundred fifty (150) days of accumulation, the teacher payment will be increased to twenty-five (25) dollars per day.
- F. 1. Longevity is defined as years of teaching service at Mason County Eastern Schools. Longevity pay is to be paid when the teacher begins the following years of extended service at Mason County Eastern. Effective July 1, 2005, the longevity schedule will be extended as follows:

12 & 13 years of service	- 5% of the teacher's column base
14 & 15 years of service	- 7% of the teacher's column base
16 & 17 years of service	- 9% of the teacher's column base
18 & 19 years of service	- 11% of the teacher's column base
20 & 21 years of service	- 13% of the teacher's column base
22 to 24 years of service	- 15% of the teacher's column base
25 to 26 years of service	- 18% of the teacher's column base
27 to 28 years of service	- 20% of the teacher's column base
29 years of service	- 22% of the teacher's column base
30 and over years of service	- 25% of the teacher's column base

2. The following will apply to the computation of longevity pay and eligibility:

- a. Only regular teaching service within the bargaining unit and administrative service since the employee's last date of hire will be counted for purposes of longevity pay eligibility.
- b. Substitute service and prior service for those who are rehired will not be credited.
- c. Part-time service for an entire school year will be treated as a full year of service.
- d. Periods of unpaid leave and layoff will not be counted as service time.
- e. Partial years of service (whether full-time or part-time) will be prorated.

3. Longevity pay eligibility and placement for the year will be determined in August.

In making the computation of the years of service under the procedures set forth in Section 2 above, only .5 years of service or more will result in rounding the years of service to the next highest level. For example, a teacher with 11.5 years of service will be eligible for placement at the 12 year level, and a teacher with 24.4 years of service will be placed at the 24 year level.

- G. Each teacher will receive his/her salary every two (2) weeks in twenty-six (26) pays. Each teacher will have the option of receiving his/her salary every two (2) weeks in twenty (20) equal pays, or each teacher will have the option of receiving his/her salary every two (2) weeks based on twenty-six (26) pays and a lump sum payment on the twentieth (20th) pay. Notification shall be made to the Administration by September first (1st) of the new contract year.
- H. Teachers who work the full school year will receive full compensation according to the salary schedule:

**2015-2016 SALARY SCHEDULE**

1.25% On Scale

	<b>BA</b>	<b>BA+18</b>	<b>BA+24</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>
1	31,265	32,203	32,515	32,828	33,140	33,453
2	33,140	34,199	34,564	34,929	35,295	35,695
3	35,016	36,196	36,612	37,030	37,448	37,936
4	36,892	38,192	38,660	39,131	39,603	40,177
5	38,769	40,189	40,709	41,232	41,757	42,419
6	40,644	42,186	42,758	43,333	43,911	44,660
7	42,520	44,182	44,806	45,434	46,065	46,902
8	44,396	46,179	46,854	47,535	48,220	49,144
9	46,271	48,175	48,903	49,636	50,374	51,383
10	48,147	50,172	50,951	51,737	52,529	53,625
11	50,024	52,168	52,999	53,838	54,682	55,867

**2016-2017 SALARY SCHEDULE**

1% On Scale

	<b>BA</b>	<b>BA+18</b>	<b>BA+24</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>
1	31,578	32,525	32,841	33,157	33,472	33,788
2	33,472	34,541	34,909	35,279	35,648	36,052
3	35,366	36,558	36,978	37,400	37,823	38,316
4	37,261	38,573	39,047	39,522	39,999	40,579
5	39,156	40,591	41,116	41,644	42,174	42,843
6	41,050	42,608	43,185	43,766	44,350	45,107
7	42,945	44,624	45,254	45,888	46,525	47,371
8	44,840	46,641	47,323	48,010	48,703	49,635
9	46,734	48,656	49,392	50,132	50,878	51,897
10	48,629	50,674	51,461	52,254	53,054	54,161
11	50,524	52,690	53,529	54,376	55,229	56,425



**APPENDIX C**

**EXTRA CURRICULAR ACTIVITIES (SCHEDULE B)**

- A. Additional pay will be paid as indicated for the following additional duties.
- B. The Board reserves the right to terminate the services of any teacher in a position on the extra-curricular Appendix C.
- C. Any additions on a contract are binding if signed by the Board.
- D. The pay for each position listed below is a percentage of the BA Base column of the Salary Schedule and the years in the position in the District.

- BA Base Step 1 for the first year
- BA Base Step 2 for the second year
- BA Base Step 3 for the third year
- BA Base Step 4 for the fourth year
- BA Base Step 5 for the fifth year
- BA Base Step 6 for the sixth year
- BA Base Step 7 for the seventh year

- E. A written evaluation shall be done by the Administration/Athletic Director following each sport concerning the performance of the coach. This evaluation shall be delivered to the coach within thirty (30) days of the last scheduled event in that sport in which athletes representing Mason County Eastern participate.

The coach's strengths and weaknesses should be listed, as well as possible solutions for any weaknesses. At the conclusion of this report will be the statement, "Considering all factors, the work performance of this coach is - satisfactory or unsatisfactory." Failure to provide an evaluation to the coach within thirty (30) days shall be construed as a "satisfactory performance".

Any coach that is dismissed shall be granted the right of a hearing before the Board where a final decision shall be made.

- F. All bargaining unit employees or persons on layoff from the unit shall be considered together (at the same time) for filling Appendix C assignments.

Cross Country Coach <u>(boys and girls)</u>	8%
Junior High Cross Country Coach	3%
Varsity Golf Coach	8%
Varsity Soccer Coach	8%
Varsity Basketball Coach	11%
Junior Varsity Basketball Coach	8%
+ \$80.00 for each freshman game	



\* If only one coach is hired for this position, he/she will be required to have an assistant. The coach is responsible for practice and game preparation. The assistant (aide) will support his/her efforts and be responsible for monitoring the team not actively participating.

G. If more than one (1) person takes an Appendix C assignment, the percent is split on a prorated basis as agreed to by the staff involved.

H. The intent of the Board/Athletic Department is to play an intramural type schedule for the fifth and sixth grade basketball teams. The players may go to a tournament; however, the intent is to reduce the total number of away games played.

I. The intent of the Board/Athletic Department is to hire separate coaches for the seventh and eighth grade teams and to hire separate coaches for the fifth and sixth grade teams. If they are unable to do this, an assistant will be hired to help the fifth and sixth grade coach and/or the seventh/eighth grade coach.

J. The School/District Improvement Team Chairperson(s) shall be elected annually by the teachers from a list of nominees approved by the Administration. No more than two (2) shall be elected to serve. If two (2) serve, the percentage stipend is split equally. Role expectations will be set by the Administration.

## APPENDIX D

### SEVERANCE PAY AND INCENTIVE

- A. Teachers with at least twenty (20) years of continuous service within the bargaining unit and who have at least thirty (30) years of retirement service credit will be eligible for a one time payment into a qualified 403b plan available through the District. Periods of layoff and unpaid leaves shall not constitute a break in continuous service nor will they add to the years of service.

The payment will be made within thirty (30) calendar days of separation from employment.

The payments will be as follows:

**30 years of MPSERS service credit (whether or not the teacher purchased additional service credit)	\$12,000
31 years of MPSERS service credit (excludes purchased service credit)	\$10,000
32 years of MPSERS service credit (excludes purchased service credit)	\$ 8,000
33 years of MPSERS service credit (excludes purchased service credit)	\$ 7,000
34 years of MPSERS service credit (excludes purchase service credit)	\$ 6,000
35 years of MPSERS service credit (excludes purchase service credit)	\$ 5,000
36 years of MPSERS service credit (excludes purchase service credit)	\$ 4,000
37 years of MPSERS service credit (excludes purchase service credit)	\$ 3,000
38 years of MPSERS service credit (excludes purchase service credit)	\$ 2,000
39 years of MPSERS service credit (excludes purchase service credit)	\$ 1,000

\*\*Example(s) for payment of \$12,000:

A retiring teacher with twenty (20) continuous years of service in the bargaining unit has twenty-five (25) MPSERS years and has purchased five (5) more years of service credit would qualify for \$12,000.

A retiring teacher with twenty (20) continuous years of service in the bargaining unit has thirty (30) MPSERS years and has purchased three (3) more years of service credit is eligible for \$12,000.

A teacher wishing to exit under the plan must:

- a. Provide notice of his/her resignation within seven (7) days of the effective date of this Agreement and by April 1 of each year thereafter, with an effective date at the end of the last teacher work day for that year.
- b. Submit a voluntary release of claims and waiver form supplied by the District.
- c. Provide a complete statement in writing from MPSERS indicating total years of service credit.

The above timeline may be adjusted subject to approval of the Superintendent.

- B. Severance payments will be reduced according to the increment schedule for each service year beyond the first year listed above, excluding purchased service credit.
- C. The provisions of this Severance Pay and Incentive shall not apply to any teacher hired after September 21, 2010.

## APPENDIX E

### INSURANCE

A. The Board agrees to provide to all teachers the following insurance protection:

1. The coverage will be for the employee and his/her entire family for each year of this Agreement. When appropriate, MESSA Medicare Supplement and Medicare premiums will be paid on behalf of eligible employees, spouse, or dependents.
2. Employees will be eligible for MESSA PAK A MESSA ABC PLAN. Board will fund 100% of the HSA deductible on a quarterly basis for each employee choosing MESSA PAK A according to the following schedule:
  - First Pay Date of January 2016 – 25%
  - First Pay Date of April 2016 – 25%
  - First Pay Date of July 2016 – 50%
  - First Pay Date of January 2017 – 25%
  - First Pay Date of April 2017 – 25%
  - First Pay Date of July 2017 – 50%

In case of an emergency, first year MESSA PAK A MESSA ABC PLAN employees may appeal to the Board to have the full deductible funded at that time.

#### MESSA PAK A MESSA ABC PLAN 1-Full-time employees:

<b>Medical:</b>	MESSA ABC PLAN 1
<b>IN Deductible:</b>	\$1300/\$2600
<b>IN Coinsurance:</b>	N/A
<b>IN Copay:</b>	0
<b>Rx Coverage:</b>	ABC RX
<b>Dental:</b>	
Class I:	100%
Class II:	80%
Class III:	80%
Class IV:	50%
Class I, II, III Annual Max:	\$1,000
Class IV Lifetime Max:	\$500
Sealants Coverage	NO
Adult Ortho Coverage	NO
Cleanings	2/Year
<b>Vision:</b>	VSP 2 Silver
<b>Life Insurance:</b>	\$30,000
<b>AD&amp;D Coverage:</b>	\$30,000
<b>LTD Benefit:</b>	66 2/3% Max \$2,500
<b>Max Monthly Salary:</b>	\$3,750
<b>Waiting Period:</b>	90 CDMF

3. Employees will be eligible for MESSA PAK C. (Choices)

**MESSA PAK Plan C - Full-time employees:**

<b>Medical:</b>	MESSA CHOICES
IN Deductible:	\$200/\$400
IN Coinsurance:	N/A
IN Copay:	\$10/\$25/\$50
Rx Coverage:	Saver Rx
<b>Dental:</b>	
Class I:	100%
Class II:	80%
Class III:	80%
Class IV:	50%
Class I, II, III Annual Max:	\$1,000
Class IV Lifetime Max:	\$500
Sealants Coverage	NO
Adult Ortho Coverage	NO
Cleanings:	2/Year
<b>Vision:</b>	VSP 2 Silver
<b>Life Insurance:</b>	\$30,000
<b>AD&amp;D Coverage:</b>	\$30,000
<b>LTD Benefit:</b>	66 2/3% Max \$2,500
Max Monthly Salary:	\$3,750
Waiting Period:	90 CDMF

4. For part-time employees. Should a part-time employee elect to enroll in MESSA PAK C, the employee will pay the differential between the cost of MESSA PAK B and the PAK enrolled in through payroll deductions as a condition of this Agreement.

**MESSA PAK B - Part-Time employees:**

<b>Dental:</b>	
Class I:	100%
Class II:	80%
Class III:	80%
Class IV:	80%
Class I, II, III:	\$1,000
Class IV Lifetime Max:	\$800
Sealants Coverage	NO
Adult Ortho Coverage	NO
Cleanings:	2/year
<b>Vision:</b>	VSP 2 Silver
<b>Life Insurance:</b>	\$40,000
<b>AD&amp;D Coverage:</b>	\$40,000
<b>LTD Benefit:</b>	66 2/3% Max \$2,500
Max Monthly Salary:	\$3,750
Waiting Period:	90 CDMF

- B. The Board will maintain an IRS Qualified Section 125 Plan for deductions to be made on a pre-tax basis effective September 1, 2015. The Board agrees to pay the maximum cap allowed by state law for the 2015-2016 & 2016-2017 school years. The Board shall contribute up to \$5,992.30 single, \$12,531.75 dual, and \$16,342.66 full family toward insurance premiums for employees subject to MESSA PAK A or PAK C (2015- 2016). Changes in the maximum cap allowance may occur in the 2016-2017 school year. Employees shall be responsible for the premium beyond the cap. The Association may select a different insurance carrier, policyholder, or specifications to reduce the cost of insurance.
- C. Teachers absent due to a disability (including Workers' Compensation) who have exhausted their individual sick leave accumulation, will continue to receive insurance premium payments made by the Board for the balance of the current contract year unless the premium obligation is assumed sometime during that time period under the existing insurance plan(s).
- D. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to ensure insurance coverage.

The open enrollment period shall be jointly established by the Board, the Association, and the insurance carrier including opportunities for summer pre-enrollment and fall open enrollment and whenever a group or individual subsidy amounts increase or decrease affecting the benefit package. The District is the insurance policy holder.

When necessary, premiums on behalf of the teachers should be made retroactively or prospectively to assure uninterrupted participation and coverage.

In instances where cost of coverage exceeds amounts of subsidy, the Board shall make provisions for the excess to be payroll deductible.

The Board will be responsible for providing insurance information including applications, claims materials, and enrollment meetings for the above mentioned programs.

- E. If an employee is terminated or resigns during the school year, the insurance shall be continued until the employee has received the pro rata portion of the twelve (12) month insurance year earned at the time of the termination or resignation. An employee who is hired with an effective first work day after the first required work day of the school year shall be entitled to employee benefits for a duration determined on a pro rata basis.
- F. If an employee dies during the school year, and providing the policy permits continued dependent coverage, the Board shall continue payments of the applicable premiums through the following September 30. If the employee dies after the completion of the school year, and providing the policy permits continued dependent coverage, the Board shall continue payments of the applicable premiums through September 30 of that year.
- G. Payroll deductions shall be available for all current MESSA, MEAFS, and MEA programs, except as prohibited by law.
- H. Sponsored dependents are not eligible for enrollment in the insurance plans under this Agreement at Board expense. The extension of benefits to sponsored dependents is subject to the approval of the insurance administrators and underwriters and payment of the appropriate premium by the employee.



## APPENDIX F

### CREDIT RECOVERY/INDEPENDENT STUDY

Appendix F is specifically for teachers with credit recovery/independent study students on computers in addition to the normal class load.

The total number of students in the classroom would not exceed 20.

This appendix is for the 2015-2016 & 2016-2017 school years and does not imply precedence for future scheduling.

The stipend paid per semester to teachers with credit recovery/independent study students in addition to the normal teaching load is as follows:

1-4 students \$200.00 per class period  
5-9 students \$300.00 per class period  
10+ students \$500.00 per class period

This stipend is not intended for teachers with classes containing only credit recovery students as part of their teaching assignment.

The teacher has the right to accept or refuse credit recovery/independent study students in addition to their normal class load without bias.