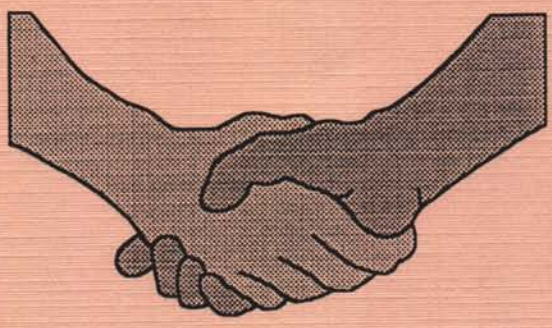


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8/23/98

MASTER AGREEMENT



Between

**Montague Area Public
Schools**

And

**The Montague
Teacher's Education
Association**

Montague Area Public Schools

Expires 08-23-98

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ARTICLE I

RECOGNITION

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

Classroom Teachers
Support Teachers
Counselors
Speech Therapist
School Social Workers
School Psychologists

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

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

ARTICLE II

ASSOCIATION/TEACHER RIGHTS

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

- A. School facilities or equipment may be used by the Association under the same policies in effect for other local organizations. This use may not interfere with the operation of the school district. The Board may charge such costs as may be incurred from necessary custodial services, materials and/or damages to any such facilities or equipment used by the Association.
- B. Duly authorized representatives of the Association, shall be permitted to transact official Association business on school property, provided that this shall not interfere with any teacher's work responsibilities or interrupt normal school operations.
- C. The Board agrees to make available to the Association public information as required by the Freedom of Information Act. Names and addresses of all teacher(s), and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the students and their teachers, together with information which may be necessary for the Association to process any grievance shall also be made available for immediate duplication on the premises. At the Board's discretion, costs for material and for labor will be borne by the Association. Excluded shall be items related to Board negotiating strategy or an individual's personnel file without his consent.
- D. No teacher shall be reprimanded, disciplined, discharged, reduced in rank or compensation without just cause. The discharge provision of this section shall not apply to probationary teachers.
- E. Teachers are encouraged to confer and make recommendations to their immediate supervisors on all aspects of the educational process. When the supervisor receives a recommendation or proposal he/she may schedule a meeting, if requested, to discuss the matter with individuals submitting such recommendations.
- F. Tenure shall not accrue in non-classroom positions within the bargaining unit. Counselors or the librarian in full-time positions during the 1986-87 school year shall be excluded from this section.

ARTICLE III

DISTRICT RIGHTS

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

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

ARTICLE IV

PROFESSIONAL DUES

- A. Teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association). Appreciating the bookkeeping services furnished to the staff, such authorizations shall be made before September 15 and continue in effect unless such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Administration.
- B. 1. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorized payment through payroll deduction the employer shall, pursuant to MCLA 408.477, MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below.

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

2. The procedure in all cases of nonpayment of the service fee shall be as follows:
- (a) The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - (b) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board, to make such deduction pursuant to paragraph (A) above.

ARTICLE IV (Cont'd)

- (c) The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
3. Pursuant to Chicago Teachers' Union v Hudson, 106 S. Ct 1066 (1986), the Association has established an "Objections to Political-Ideological Expenditures -- Administrative Procedures." Those administrative procedures (including the timetable for payment) apply only to non-Association bargaining unit members. The remedies set forth in those procedures shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.
 4. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to nonmembers, along with other required information, may not be available and transmitted to nonmembers until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated upon expiration of the objection period for nonmembers of the fee that given school year.
 5. The Association will certify at least annually to the district, fifteen (15) days prior to the date of the first payroll deduction for professional or service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. It is expressly agreed that the District shall have no obligation to make involuntary deduction of service fees under this section until such time as the Association shall furnish the District with verification that the Association's Objections to Political-Ideological Expenditures--Administrative Procedures have been approved by the court of record in Lenhert v Ferris Faculty Association--MEA/NEA, 643 F Supp 1306 (WD Mich, 1986). Further, the Association promptly agrees to notify the District of any future litigation where an order has been issued preventing the Association from implementing its "Objections to Political-Ideological Expenditures--Administrative Procedures" or any successor procedures pertaining to the same subject matter. In such event, the District shall have the right to suspend the involuntary wage deduction procedures specified herein for non-Association bargaining unit members.

ARTICLE IV (Cont'd)

6. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the the Board for the purposes of complying with the Association security/agency shop provision of this article. The Association shall, when the Board is sued individually or jointly make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Educations Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association security/agency shop article provisions under this article.
- C. The deduction of dues or service fee shall be made from one regular pay check each month for ten (10) months beginning in September and ending in June of each year and the Board agrees to remit to the Association all monies so deducted accompanied by a list of teachers from whom deductions have been made.
- D. The Association agrees that the Board will not be responsible for sums improperly deducted and remitted. This statement assumes that corrections will be made when errors in deductions are found. Fringe benefits allowed by the Board are not related to the above Article.

ARTICLE V

TEACHING DUTIES AND RESPONSIBILITIES

- A. The student-day shall be defined as approximately:
1. The Board and Association will work together to establish days and hours of instruction as required by state law during the term of this agreement.
 2. All full time teachers K-12 shall be asked to be at their work stations 20 minutes before classes begin and remain a reasonable time after school.
- B. During the 1996-1997 school year, teachers shall work 187 days, with the exception of first year teachers who shall work 188 days. At least 183 of these days shall be student days. During the 1997-1998 school year, teachers shall work 188 days, with the exception of first year teachers who shall work 189 days. The additional day added to the calendar in 1996-1997 shall be a student day for all teachers. In 1997-1998 a professional development day shall be added to the calendar for all teachers. Each teacher shall receive one additional day of per diem pay for 1996-1997 and two days of per diem pay for the 1997-1998 school year.
- C. The Board shall give each teacher a duty-free lunch period of at least one-half (1/2) hour. Conference and planning time shall be in addition to the 30 minute duty-free lunch period.
- D. Teachers recognize that certain additional activities are an integral part of the instructional program and exist for the benefit of the students. Such duties and responsibilities include but are not limited to:
1. Careful preparation of lesson plans. Normally, preparations will be made outside of hours when teachers are meeting with students.
 2. All full time teachers shall be required to attend all staff meetings called by the administration. The administration shall give careful consideration to advanced notice. The staff shall be notified at least two (2) days in advance whenever possible.
 3. Teacher assignments for participation in such activities as open houses, OPC or PTAB meetings, rallies, musical, social and other after-school and evening events shall in most cases be serving functions in their own grade level areas, i.e. K-5, 6-8, 9-12. All teachers shall share the responsibility to cover these activities. Teachers will be given the opportunity to volunteer for activities in which they have a particular interest. Supervisors shall assign after school or evening activities as equally as possible to those teachers who do not volunteer for an activity. Teachers who are ill on the day of an activity for which they have been assigned or for which they have volunteered shall cover another activity for the one they missed as agreed between the supervisor and teacher.

ARTICLE V (Cont'd)

- E. Planning and conference time shall exist for the benefit of the instructional program and shall be governed by the following conditions:
1. Teachers, such as librarians, physical education, guidance, music, and remedial teachers shall have commensurate planning and conference time as other teachers. This may vary according to assignment. The before and after school responsibilities of these teachers may be considered as part of their preparation time.
 2. Each full time teacher shall be provided with no less than forty-five (45) minutes per day for conference and planning. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. Conference and planning time for part-time teachers shall be pro-rated.
 3. It is understood that the use of such time is to be used for those activities that will enhance the instructional program and benefit students. It is further understood that from time to time it may be necessary for the immediate supervisor to require teachers to use such time for activities that the supervisor may deem necessary for the operation of the instructional program. However, supervisors should make a reasonable effort to limit those activities during the teachers' conference and planning time.
 4. No departure from these norms shall be made without prior consultation with the Association (except in the case of an emergency). In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure herein set forth.
- F. The faculty and administration will cooperate in covering the classes of absent teachers where the District is unable to secure the services of a per diem substitute teacher. Teachers interested in voluntarily performing substitute service during their planning period shall notify the building principal at the beginning of the academic year. Where feasible, such substitutions will be allocated on a rotational basis and among those volunteer teachers having a common planning period. If there is an insufficient number of volunteers in a given building or if volunteers are not readily available at a time when a substitute is required, the administration has the right to assign needed coverage and shall attempt to do so on a rotational basis in inverse order of seniority among all teachers in a particular order of seniority among all teachers in a particular building having a common planning period. Compensation for the services referred to in this paragraph shall be at the rate of \$15.00 per hour. In the event that a teacher is asked, or required, to cover the responsibilities of fellow teachers (cover an hour for a teacher who must be gone for that hour) the teacher who provides the substitute service shall be given the option of receiving \$15.00 per hour for each hour covered, or 1 hour compensatory time in lieu of wages. Upon

ARTICLE V (Cont'd)

accumulating five hours of compensatory time the teacher shall be accorded one (1) compensatory leave day. Compensatory days shall be considered as personal days and are subject to the same restrictions as defined in Article IX, paragraph 3. Any days or parts of days granted as compensatory personal leave days shall not be eligible when calculating severance pay nor may they accumulate from one year to the next. Compensatory time not used prior to the end of May shall be paid at the regular sub rate.

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

ARTICLE VI

TEACHING CONDITIONS

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

ARTICLE VI (Cont'd)

- c. In the event that the teacher is not satisfied with the principal's suggestion, he/she may request within five (5) days, a review of the dispute by the Superintendent or his designee. The Superintendent shall consider the factors specified in Step (a) to determine alternatives for resolving the matter. The teacher may appear with an Association representative if he/she so desires.
- d. If the teacher remains dissatisfied with the Superintendent's suggested alternatives within ten (10) days a committee consisting of 1) the building principal, 2) the teacher, 3) a teacher designated by the Administration, 4) an administrator designated by the Association and 5) the Association president or his/her designee shall be convened. The committee shall propose a resolution of the dispute.
- e. The Superintendent may accept or reject the committee's proposed resolution. He/she shall notify the teacher and committee of his/her determination within five (5) days.
- f. If the teacher is not satisfied with the Superintendent's determination, the teacher may seek recourse before the Board of Education. An Association representative may assist the teacher. The Board shall review this matter. Its determination shall be final and binding.

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

- D. The parties recognize that the presence of children in regular classrooms who have special physical, mental, or emotional problems may interfere with the normal instructional program. The parties, accordingly, will cooperate to remedy the situation including, but not limited to, transfer of classrooms, assignment to Special Education rooms, or other solutions suggested by qualified personnel.
- E. The Board agrees to provide the following as basic to any approved course of study: textbooks and teacher manuals or guides when available. Library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar material also are recognized tools of the teaching profession and every effort will be made to provide these as deemed appropriate and within budgetary constraints as determined by the Board.

ARTICLE VI (Cont'd)

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

- F. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board and the Association will endeavor to provide professional libraries for the faculty.
- G. The Board agrees to make available in each school adequate computers.
- H. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- I. The Board shall make available in each school, adequate restroom and lavatory facilities for employee use.
- J. Telephones will be provided for teachers for guidance use when suitable arrangements can be made.
- K. Adequate off-street parking facilities shall be provided.
- L. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health or safety. Teachers shall report any unsafe or hazardous working conditions.
- M. All teachers shall be given written notice of their tentative schedule for the forthcoming year by the end of the current school year. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly. Only unavoidable changes in teachers' schedules will be made after the fifteenth day of August preceding the commencement of the school year.
- N. New teachers shall be employed in accordance with the State Certification Code. The Board shall always make every effort to employ fully certified teachers.

ARTICLE VII

RETIREMENT POLICY

Retirement of Teachers shall be in conformance with Federal and State laws and regulations.

"It is agreed that the Board's obligation for retirement contributions shall be limited to the BASIC level of compensation (15.17% as of October 1, 1996) as defined by the Public School Employees Retirement System. The Board shall have no obligation to make additional contributions on behalf of the employee to the Member Investment Plan fund (MIP) created by PA 91 of 1985. Any contributions beyond the BASIC level stated above are the sole financial responsibility of the teacher."

ARTICLE VIII

POSTINGS, VACANCIES, AND TRANSFERS

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

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

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

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

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

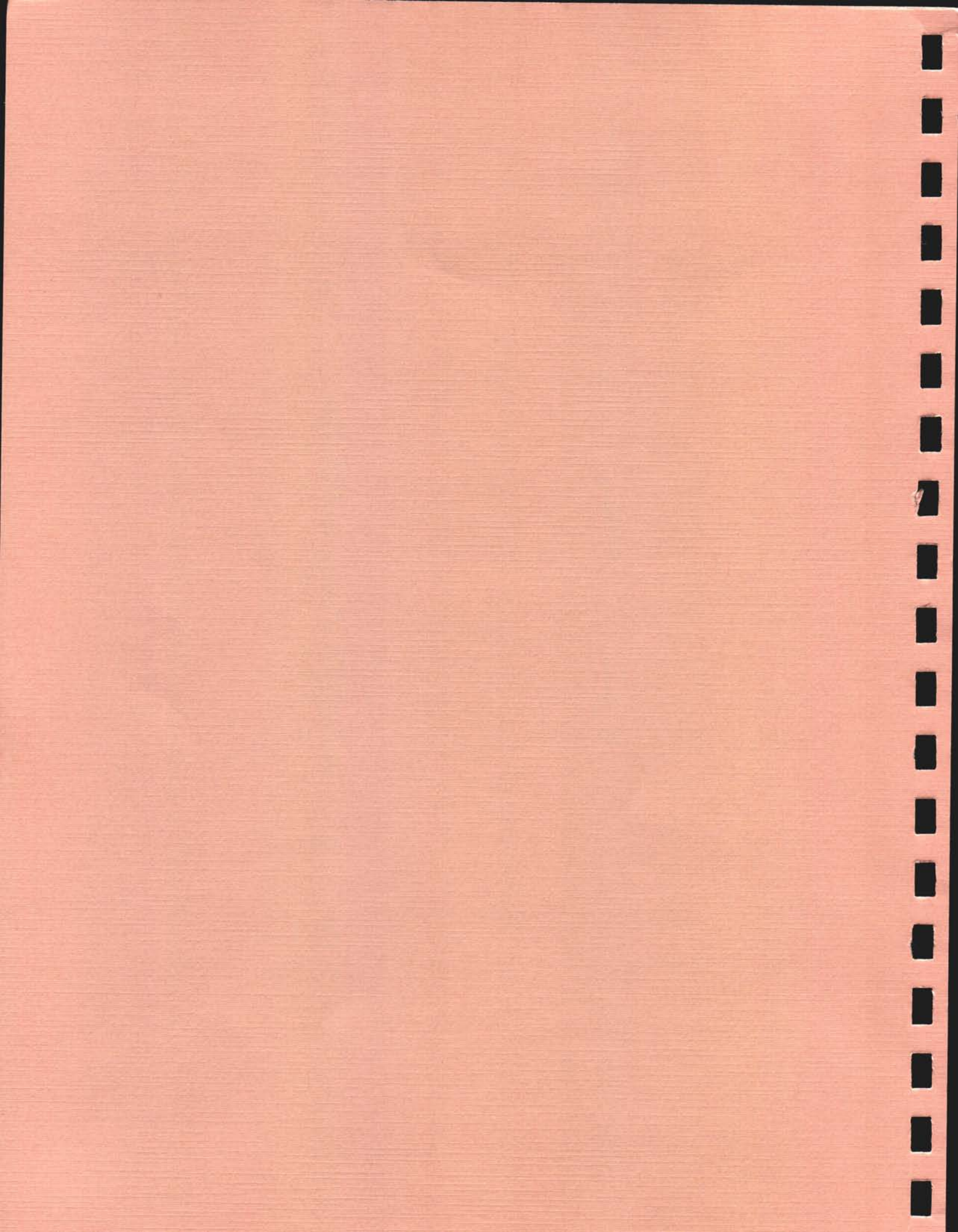
- D. **Voluntary Transfers.** Teachers may request a transfer to another building, subject area, or grade level for the ensuing school year beginning April 1 and all transfer requests shall expire on the last day of school. In addition to the above, teachers may request a transfer into a non-classroom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

ARTICLE VIII (Cont'd)

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

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

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



ARTICLE IX

PAID LEAVES OF ABSENCE

- A. The Board shall provide fifteen (15) days per year for each teacher. Such days may accumulate to one hundred and sixty-five (165) days. After a teacher reaches one hundred and sixty-five (165) days of accumulated leave he shall be granted fifteen (15) days leave at the beginning of each school year. Leave days may be used as defined below. All such leave days as may be used by a teacher shall be deducted from the accumulated total.
1. **Personal Sick Leave:** A teacher may use available leave days for absence from duty for mental or physical disabilities that prohibit the teacher from effectively meeting his job responsibilities. Pregnancies shall be treated as any other disability. The Board may require written medical evidence for verification of any of the above.
 2. **Family Care:** Teachers may use up to ten (10) days per year for care of their sick children or spouse. The need for additional days should be taken as personal leave or requested as unpaid leave. As part of the above ten (10) family care days, teachers may also use up to five (5) of those days per year for care of a critically ill parent.
 3. **Personal Leave:** At the beginning of every school year each teacher shall be credited with three (3) days to be used for confidential reasons. Such days will not accumulate from year to year. A teacher planning to use a personal leave day shall notify his/her supervisor at least one (1) day in advance, except in cases of emergency. Such leave shall not be used for rendering services for remuneration or working for remuneration, for hunting, for fishing or other recreational activities. It is further understood such leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period or holiday. Exceptions may be made by the supervisor for valid reasons. No personal day shall be used either individually or collectively for the purpose of withholding services.
- B. **Workers Compensation:** The Board will subsidize the difference between the compensation benefit and the employee's regular pay up to fifteen (15) full time days, after which he may continue to receive the difference by using any unused sick time.
- C. **Non-immunized Illness:** A teacher absent from work because of chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.

ARTICLE IX (Cont'd)

- D. **Funerals:** A teacher will be allowed a maximum of five (5) days for funerals of the following immediate family members: father, mother, sister, brother, spouse, children. A teacher will be allowed a maximum of three (3) days for funerals of the following relatives: grandparent, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunts, uncles, nieces and nephews. Provided, that where extenuating circumstances exist (e.g. distant travel) the teacher may request from the Superintendent or his/her designee up to an additional two (2) days (for a total of no more than five days (5) for attendance at the funerals of these relatives.
- E. **Jury Duty:** A teacher receiving notification of jury duty or who is subpoenaed as a witness shall immediately notify his immediate supervisor. The supervisor may seek relief from duty if in his judgement the absence of the teacher would be disruptive to the instructional program. A teacher on jury duty, or a teacher who has been subpoenaed as a witness shall receive the difference between remuneration for that duty and his regular salary.
- F. **Association Leave:** At the beginning of each school year the Association will be credited with seven (7) days to be used by the teachers who are officers or agents of the Association. The Association will pay for substitute wages for usage beyond three (3) days. The Association agrees to notify the Board no less than forty-eight hours in advance of taking such leave.
- G. **Termination of Employment:** If a teacher terminates employment during a school year, the leave days shall be prorated to his time of employment. Any overpayment shall be deducted from the final paycheck.

ARTICLE X

UNPAID LEAVES OF ABSENCE

A. **General Provisions:**

1. A leave may be granted by the Board, at its discretion, if a suitable replacement can be found.
2. Applicants returning from leave will be assigned to a position for which they are qualified and certified.
3. Unless expressly amended by other provisions of this contract, teachers returning from leave shall not receive experience credit for salary purposes for the time encompassed by the leave.
4. Whenever practical, leaves of absence will be made to coincide with the school year.
5. A teacher returning from leave of absence shall inform the Superintendent or his designee in writing of the date of his intended return to work. Said notification shall be no later than ninety (90) days prior to the date of his return. If a teacher fails to return to work after being assigned a position, he shall be considered resigned and forfeit all rights to employment under this Agreement. The teacher may be required to submit a written waiver of employment as a condition for consideration of an unpaid leave of absence.
6. No benefits will accrue to a teacher during an unpaid absence except as otherwise stated herein. Upon return from leave, the teacher's unused sick leave benefits, and salary increments which had been accumulated at the time the leave commenced will be restored to him.

B. **Child-Care Leave:** An employee may request an unpaid child-care leave of up to one (1) year for care of a newborn or newly adopted child when the employee is otherwise able to perform his or her teaching duties. When child-care leave is granted an acceptable return date will be indicated.

C. **Maternity Leave:** A maternity leave of absence without pay of up to one (1) year may be granted to a teacher upon request and such leave shall commence as recommended in writing by the teacher's physician. When maternity leave is granted, an acceptable return date will be indicated.

D. **Personal Illness:** Upon request from an employee, leave may be granted for personal illness upon recommendation from an employee's physician. The Board may ask for a physical or mental exam from a Board-appointed physician.

ARTICLE XI

REDUCTION OF STAFF

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

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

ARTICLE XI (Cont'd)

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

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

In addition to satisfying one or more of the qualification standards set forth in subparagraph (1) through (4) immediately above, the teacher must also satisfy University of Michigan requirements for accredited grade levels. It is understood that if, during the term of this Agreement, additional or different accreditation standards are applicable under the authority of Act No. 25 of 1990 or successor legislation, that the parties shall meet to negotiate over the impact of any such accreditation standards.

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

Acceptance of a position that is less than full time shall not affect a teacher's recall rights to the first available full time position for which they are qualified and certified. No teacher shall be terminated, lose recall rights or seniority if the teacher at the time of recall is under contract with another employer during that school year. However, if the employee is eligible to return in the ensuing year and fails to do so, he shall be considered resigned. The teacher must at all times keep the Board informed in writing of his/her current address.

ARTICLE XI (Cont'd)

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

ARTICLE XII

ACADEMIC FREEDOM

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

ARTICLE XIII

TEACHER EVALUATION

- A. Each teacher upon employment or at the beginning of the school year, whichever is later, shall be apprised of the teacher's expectations for satisfactory teacher performance in accordance with applicable laws and local educational agency guidelines.
- B. Members of the Association may serve as a peer coach when mutually agreed upon by the Board and Association. Videotaping of teacher classrooms may be permitted with the approval of the teacher whose classroom is to be videotaped. If this option is practiced, the resultant videotape can not be used for official evaluative purposes by any district administrator.
- C. The Board of Education recognizes that staff evaluation is an essential aspect of the work of its administrators. Therefore, the Board agrees to encourage its administrators to keep up to date on evaluation techniques through participation in professional development activities dealing with evaluation.
- D. It is recognized and agreed by both parties that building principals will be the evaluators of teachers. Evaluation of teachers who have split assignments will be completed using the same process/timeline as outlined in Section F of this article. In usual circumstances third party "experts" may be used to make classroom observations by mutual consent of the Association and the Board. This is most likely to occur, when trying to ascertain the accuracy of subject matter knowledge of a teacher when a principal does not feel qualified in that subject field. Additionally, it is agreed that the role of any such outside individual will be only to gather data and information. No "official" capacity to evaluate will be accorded this individual and the information gathered will relate only to the criteria agreed to in the area(s) of competence rubric developed by both parties.
- E. The purpose of the evaluation process is improved teaching effectiveness. To that end it is agreed that a pre-conference will be held with each teacher prior to an official formal observation in that teacher's classroom. Further, it is agreed that observations made during informal visits in a classroom may become part of the formal observation report if the topic of the informal visitation has been documented and called to the teacher's attention.
- F. The Board of Education and Association recognize the need to follow current tenure law for the purpose of scheduling teacher evaluations. Thus, the evaluation schedule outlined below will be initiated for the duration of this contract.

ARTICLE XIII (Con't)

All tenured teachers shall be evaluated no less than once every three years. Probationary teachers will be observed no less than twice during each of their probationary years. The process for these observations is outlined as follows:

Pre-observation Conference	Completed no less than 3 days prior to the initial observation.
Initial observation	Completed no more than 5 days after the pre-observation conference
Post observation Conference	Post-observation response to the teacher no more than 15 days after the initial observation. This conference may act as both the post-conference for the initial observation and the pre-conference for the second observation if the parties desire. The conference may, but is not required to include, a written appraisal document.
Second observation	To be preceded by a pre-conference not less than 3 days prior the observation. Observation to occur not later than 5 days after the pre-conference, not more than 60 days after the initial observation and not later than April 30th.
Post-observation Conference	Completed not later than May 15th. MUST include a completed evaluation instrument for both parties to acknowledge.

While the procedure outlined above will be the same for probationary teachers, the following additions to the timeline are agreed upon:

First formal observation	Completed not later than 45 days after the beginning of school for students
Second formal observation	Completed no less than 60 days after the first formal observation
Third formal observation	This step is completely at the option of the administrator, but, if used, will occur no less than 60 days after the second formal observation.

F. Complaints made against a teacher by any parent, student, or other person shall not be incorporated into the teacher's file unless the teacher has been informed.

ARTICLE XIII (Con't)

- G. Each formal observation shall be for the duration of a particular class activity or for a minimum of thirty (30) minutes except when the administrator is called away. Anecdotal records of an administrators classroom observation may be included in the evaluation process with the teacher's knowledge.
- H. Written evaluations shall be discussed with each teacher before being placed in the teacher's permanent file. Each teacher shall have the right to attach a separate comment sheet to the evaluation if he so desires. A teacher's comments must be attached within ten (10) working days of receipt of evaluation. Thereafter the evaluation shall be considered final and conclusive.
- I. A teacher signature on material placed in his/her file, shall indicate only the awareness of the material, not necessarily agreement.
- J. Teacher evaluation shall be completed using the mutually agreed upon document entitled "Appraisal of a Professional."

ARTICLE XIV

PROFESSIONAL BEHAVIOR

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

ARTICLE XV

PROFESSIONAL IMPROVEMENT

- A. At the request of the Association, or on the Board's initiative, arrangements may be made for courses, workshops, conferences and programs designed to improve the quality of instruction.
- B. Any tenured teacher with a Permanent, Continuing or Professional Certification enrolled in courses related to his/her instructional responsibilities, shall be reimbursed for his tuition at any state-supported university. Teachers attending private or out of state colleges or universities, shall be reimbursed for tuition at a rate not to exceed the rate at the University of Michigan. Teachers shall also be reimbursed for textbook expenses. Administrative approval must be obtained in advance and payment will be made upon proof of successful completion of such courses and receipts for eligible expenses. The Board will not duplicate monies received in grants. Participation under this section shall not exceed six (6) semester hours in a two (2) year period.
- C. Teachers shall be encouraged to learn from each other through consultations, conferences, sectional conference, educational conferences, school visitations and planned observations within our district and others.
- D. The board will continue to encourage teachers to attend selected conferences that are an integral part of their inservice training. This will be subject to budgetary limitations. A teacher with at least a minimum of three (3) years teaching in Montague may be selected, by a department, to attend a national level conference once every five (5) years, with all expenses paid by the Board. If two (2) from each department wish to attend, the Board will pay one-half the expenses of each. Meetings related primarily to salary or MEA leadership problems will not be reimbursed by the Board.
- E. The Professional Improvement Schedule is intended to encourage teachers to update their education and provide for payments in addition to the regular salary schedule.

Definitions:

1. "Years of Service" shall consist of actual years of service rendered to MAPS and shall exclude periods of layoff, periods of unpaid leave and salary credit granted upon initial hire.
2. "Acceptable Credit" shall be credit hours for which the Superintendent of Schools has given prior written approval. Approval shall be allowed if the course work satisfies the criteria:

ARTICLE XV (Cont'd)

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

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

ARTICLE XV (Cont'd)

Level IV - \$350
above Level III

A minimum of thirty (30) years of service. A minimum above of five (5) years on Level III and a minimum of five (5) semester hours of acceptable college credit earned during the preceding five (5) years.

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

Longevity Supplement to Schedule

Definitions:

"Years of Service" - same as for Professional Improvement Schedule

Level I	A minimum of fifteen (15) years of service through nineteen (19) years of service.	\$138 above the regular schedule = \$138
Level II	(20-24 years)	\$165 above Level I = \$303
Level III	(25-29 years)	\$193 above Level II = \$496
Level IV	(30+ years)	\$220 above Level III = \$716

ARTICLE XVI

CONTINUITY OF OPERATIONS

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

ARTICLE XVII

TEACHER PROTECTION

- A. Conduct of students is determined by board Policy, and in enforcing these rules and policies, the Administration and Board will support efforts of the Faculty. While the administration bears the primary responsibility for setting the overall student environment in each building, both parties recognize that each teacher is also responsible for discipline in the classroom and other school related environments. environment.
- B. Any case of assault upon a teacher shall be promptly reported to the Administration. The teacher shall provide a written report of such incidents immediately following the event. Subject to the limits of the legal liability insurance provided by the Board, the Board will provide legal counsel to advise the teacher of his/her rights and obligations, with respect to such assault, and will render all reasonable assistance to the teacher in connection with handling the incident by law enforcement and judicial authorities in all cases where teachers have acted within the scope of their professional duties and responsibilities. Time lost in such instances will not be charged against the teacher.
- C. A student/person who makes any type of assault on a teacher shall be removed from the teacher's classroom and will not be returned to that teacher's classroom without consultation with the teacher.

ARTICLE XVIII

GRIEVANCE PROCEDURE

- A. Both parties recognize that it is desirable to solve disputes in an amicable manner without recourse to the formal Grievance Procedure whenever possible. If an individual teacher or the Association has a complaint to discuss with the Supervisor, they will first meet with that Supervisor to discuss the complaint before resorting to the Grievance Procedure.
- B. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement shall be processed as a grievance as hereinafter provided. Any action that might constitute an unfair labor practice is subject to the formal Grievance Procedure until such time as either the teacher or the Association files an unfair labor practice charge with MERC.
- C. The time limits provided in this Article shall be strictly observed. Failure of the grievant or the Association to move the grievance to the next step in a timely fashion shall indicate the grievance has been satisfied and/or waived. Time constraints may be extended by written agreement of the parties. For the purposes of this Article, unless otherwise indicated, "days" shall be days when the administration offices are open. Day 1 shall commence at 12:01 a.m. of the day immediately following the action initiating time constraints and shall conclude at the next midnight. Subsequent days shall be computed in like manner.
- D. If a teacher or the Association does not file a grievance in writing with the principal or other designated Board representative within twenty five (25) days after the occurrence giving rise to the grievance, then the grievance shall be considered waived.
- E. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
 - 1. The termination of services of, or failure to re-employ any probationary teacher.
 - 2. The placing of a non-tenure teacher on an additional period of probation.
 - 3. Any claim or complaint for which there is another required procedure or forum established by law or by regulation having the force of law.
 - 4. Class size.

ARTICLE XVIII (Cont'd)

- F. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder, will be pursuant to the Grievance Procedure; provided, however, that nothing contained herein when the grievance has not been waived or adjusted will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further provision of this Article.
- G. Any teacher at any time may present grievances in accordance with this Grievance Procedure to seek adjustment. Upon the teacher filing a written acceptance of any determination at any level, any Grievance Procedure shall be halted and the grievance shall be deemed to be fully resolved. An Association representative shall be given opportunity to be present at the settlement of any such grievances.
- H. It shall be the general practice of all parties to process grievances during times which do not interfere with assigned duties. In the event proceedings are held during regular working hours, teachers directly participating in such proceedings shall be released from assigned duties without loss of salary.

Grievance Procedure

STEP I:

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

STEP II:

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

ARTICLE XVIII (Cont'd)

STEP III:

- A. If the Association or the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) days of such meeting (or sixteen (16) days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board via the Superintendent within five (5) days.
- B. Upon proper notification by the grievant or the Association, the Board no later than its next regular meeting or within three (3) weeks after said notification may hold a hearing on the grievance, review such grievance or give such consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the grievant and the Association.
- C. (OPTIONAL STEP) The Board may designate a committee which shall hold a hearing on the grievance within eleven (11) days of the receipt of the grievance. Such committee will give a written disposition within six (6) days of the hearing to the Association and the Board.
- D. Subsequent to the disposition, the Board at its next regular meeting may hold a hearing on the grievance, review such grievance or give such consideration as it shall deem appropriate.
 1. Failure of the Board to take action on the Board Committee's finding shall constitute acceptance of the committee's finding.
 2. If the grievant or the Association is dissatisfied with the Board action on the committee's finding, they shall within six (6) days indicate same to the Board as specified in Step III A above.
 3. If a Board hearing is required, it shall be held at a mutually agreeable time but not later than two weeks after the Board disposition in Step III D. The Board shall make its final determination no later than seven (7) days after the hearing, a copy of which shall be furnished to the grievant and the Association.
- A. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration. Such appeal to arbitration must be taken within twenty (20) days of a Board decision deemed to be unsatisfactory. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern proceedings.

ARTICLE XVIII (Con't)

STEP IV:

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- B. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make decisions in cases of alleged violation of this Agreement.
1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
 3. He shall have no authority to award punitive damages.
 4. He shall have no power to rule on any of the following:
 - a. The termination of services of or failure to re-employ any probationary teacher.
 - b. The placing of a non-tenure teacher on an additional year of probation.
 - c. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 5. The fees and expenses of the arbitrator shall be equally shared by the Board and the Association.
 6. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board.

ARTICLE XIX

NEGOTIATIONS PROCEDURES

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

ARTICLE XX

EMPLOYEE BENEFITS

SECTION A Insurance coverage

The Employer shall provide without cost to each bargaining unit member who works at least a three fourths assignment the following MESSA-PAK for a full twelve month period for the bargaining unit member and his/her entire family for the period of November 1, 1996 through June 30, 1998 (The MESSA-PAK from the previous contract remains in effect between July 1, 1996 and October 31, 1996). The Employer shall sign an Employer participation agreement.

Plan A (For employees electing health insurance)

Health: Super Care 1
(Includes \$5,000 AD&D Basic Term Life)

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

Negotiated Life: \$40,000 With AD& D

Vision: VSP-3 Plus

Delta Dental: 80/80/80: \$2400 (*Lifetime ortho coverage up to age 19*)
\$1500 Class I & II Max

ARTICLE XX (Cont'd)

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

Same as above except no Super Care 1
Cost of Super Care 1 single subscriber rate to be applied to the employee cafeteria plan
Cafeteria options shall be chosen from among those carriers identified by the Board.

Negotiated Long Term Disability: 66 2/3% same as above

Negotiated Life: \$40,000 With AD&D

Vision: VSP Plus

Delta Dental: 80/80/80:\$2400
\$1500 Class I & II Max

For the duration of this agreement the Board of Education agrees to pay the Super Care 1 deductible for each eligible member. To claim this deductible the member shall submit an affidavit to attest that (s)he has actually paid medical expenses for which reimbursement is requested. Any misrepresentation on said affidavit shall be considered as fraud and may be ground for discipline up to and including discharge. Affidavits shall be filed in the Superintendent's Office by the member when (s)he has reached the deductible limit or by June 15th which ever is applicable. Approved reimbursement shall be made within 45 days of receipt of the affidavit.

- B. All teachers who, at the end of each school year of scheduled duties resign, retire, or are laid off, shall be afforded credit as above during the months of June, July, and August of that year.
- C. "Severance Payment - In recognition of service to the school district severance payments in the amount of twenty-five percent (25%) accumulated sick leave shall be paid to a teacher upon termination (except terminations for cause), retirement, or upon his death to his estate, provided such teacher shall have been employed by the school district for not less than ten (10) years of continuous service. In no event shall severance pay be paid to a teacher more than once. This severance payment shall not exceed the sum of Six Thousand Dollars (\$6,000) for any teacher after September 1, 1985 except those teachers who would have been entitled to receive a severance payment in excess of Six Thousand Dollars (\$6,000) had they received a severance payment on July 1, 1985. The severance payment for the latter teachers shall not exceed the amount of severance payment they would have received had the payment actually been made on July 1, 1985."
- D. Personal auto mileage shall be reimbursed at the IRS rate.

ARTICLE XXI

POLICY RELATING TO SCHEDULE A

A. Semester hours of course work for the MA + 30 scales shall be approved on the basis of the following criteria:

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

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

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

Teachers on BA + 20 or MA + 30 status will not be adversely affected by the provision of this Article.

All credits presented shall be supported by an official transcript.

B. The Administration may grant up to ten (10) years previous experience for new hires.

ARTICLE XXI (Cont'd)

- C. Any teacher who changes salary schedule status by completing additional course work, shall be placed at the appropriate step on the salary schedule at the beginning of the semester following the completion of course work upon receipt by the Administration of official transcripts or proof of successful course completion verifying the course work. The teacher shall not delay past thirty (30) calendar days after the beginning of the semester (according to the school calendar) to obtain verification from the Institutions before being placed on the next salary schedule.
- D. Teachers who teach more than a normal teaching load as set forth in Article V shall receive additional compensation at the rate of 1/6 of their daily rate for each teaching period in excess of such norms.
- E. Part-time teachers:
 - 1. Teachers under contract for a full school year at less than a full teaching load will be given experience credit at the following rates:
 - a. Less than one-fourth ($\frac{1}{4}$) - 0
 - b. One-fourth ($\frac{1}{4}$) through one-half ($\frac{1}{2}$) - 1 year
 - 2. Teachers teaching a full load for less than a full year will be given experience credit at the following rates:
 - a. Less than forty-five (45) student days - 0
 - b. Forty-five (45) through ninety (90) student days - one-half ($\frac{1}{2}$) year
 - c. Greater than ninety (90) student days - 1 year
 - 3. Teachers teaching less than a full teaching load will have their salary prorated, including credit for a prorated portion of preparation time.
- F. After September 1, 1979, no additional staff member shall be added to the BA+20 salary scale. However, that salary scale shall remain in effect for persons presently being paid at that salary rate. At such time that no current staff is being paid on the BA+20 salary scale it shall be dropped from Schedule A of this Agreement.

ARTICLE XXI (Cont'd)

SCHEDULE A

1996-97 1.5% increase
1997-98 Based upon the following formula:

(1997-98 % Total Revenue Growth) - (% Total Compensation Growth) = % increase

Where % **Total Revenue Growth** =
$$\frac{97-98 \text{ Total Revenues}^{**} - 96-97 \text{ Total Revenues}^*}{96-97 \text{ Total Revenues}^*}$$

* Total Revenues for 96-97 is from all sources including all local, state and federal funds, and shall include such items as all categoricals, at risk funding, delinquent tax accounts, interest, grants and as of June 30, 1997.

** Total Foundation Grant for 97-98 is from all sources including all local, state and federal funds, and shall include such items as all categoricals, at risk funding, delinquent tax accounts, interest, grants and as adopted by the district as of August 1, 1997.

Total Compensation Growth =
$$\frac{97-98 \text{ Total Compensation}^{**} - 96-97 \text{ Total Compensation}^*}{96-97 \text{ Total Compensation}}$$

*96-97 Total Compensation shall be computed as follows:

Total schedule A salary for all teachers of record as of September 1, 1996 including the amounts paid for state retirement, FICA, Workman's Compensation and MESSA Pak based on the monthly billing amount for the first month of the 1996-97 plan year plus amounts paid in lieu of insurance. That computation shall determine **Total Compensation** for 1996-97.

97-98 **Total Average Compensation shall be computed as follows:

Total schedule A salary for all teachers of record as of July 1, 1997 including the amounts paid for state retirement, FICA, Workman's Compensation and MESSA Pak based on the monthly billing amount for the first month of the 1997-98 plan year plus amounts paid in lieu of insurance. That computation shall determine **Total Compensation** for 1997-98.

Should this formula present a negative figure, both parties agree that no teacher shall receive less than his/her salary for the previous year. Likewise, both parties recognize that, if a negative percentage is reflected through this formula, the Board of Education has the responsibility to explore program and staffing options to maintain a balanced budget.

1996-1997 SCHEDULE A

Step	Index	Per		BA	Per		BA+20	Per		MA	Per	
		Non Deg	Diem		Diem	Diem		Diem	Diem		MA+30	Diem
0.0	1.0000	26,846	144	28,259	152	29,531	159	30,944	166	32,357	174	
.5	1.0266	27,560	148	29,011	156	30,317	163	31,767	171	33,217	179	
1.0	1.0532	28,274	152	29,762	160	31,102	167	32,590	175	34,078	183	
1.5	1.0798	28,988	156	30,514	164	31,887	171	33,413	180	34,939	188	
2.0	1.1064	29,702	160	31,266	168	32,673	176	34,236	184	35,799	192	
2.5	1.1330	30,417	164	32,017	172	33,458	180	35,059	188	36,660	197	
3.0	1.1596	31,131	167	32,769	176	34,244	184	35,883	193	37,521	202	
3.5	1.1862	31,845	171	33,521	180	35,029	188	36,705	197	38,381	206	
4.0	1.2128	32,559	175	34,273	184	35,815	193	37,529	202	39,242	211	
4.5	1.2394	33,273	179	35,024	188	36,600	197	38,352	206	40,103	216	
5.0	1.2660	33,987	183	35,776	192	37,386	201	39,175	211	40,963	220	
5.5	1.2926	34,701	187	36,528	196	38,171	205	39,998	215	41,825	225	
6.0	1.3192	35,415	190	37,279	200	38,957	209	40,821	219	42,685	229	
6.5	1.3458	36,129	194	38,031	204	39,742	214	41,644	224	43,545	234	
7.0	1.3724	36,844	198	38,783	209	40,528	218	42,468	228	44,406	239	
7.5	1.3990	37,558	202	39,534	213	41,313	222	43,290	233	45,267	243	
8.0	1.4256	38,272	206	40,286	217	42,099	226	44,114	237	46,128	248	
8.5	1.4522	38,986	210	41,038	221	42,884	231	44,936	242	46,988	253	
9.0	1.4788	39,678	213	41,767	225	43,646	235	45,735	246	47,823	257	
9.5	1.5054	40,414	217	42,541	229	44,455	239	46,583	250	48,710	262	
10.0	1.5320	41,128	221	43,293	233	45,241	243	47,406	255	49,570	267	
10.5	1.5586	41,842	225	44,044	237	46,026	247	48,229	259	50,431	271	
11.0	1.5852	42,556	229	44,796	241	46,813	252	49,052	264	51,292	276	

POLICY RELATING TO SCHEDULE B

1. Whenever boys' and girls' activities are the same, the pay will be the same.
2. The Board will determine wages of new positions subject to bargaining in new contracts.
3. It is expressly understood that tenure is not granted in any of these assignments and the Board has power to drop any of these activities.
4. Any extra duty assignments beyond the normal teaching schedule shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be made based on first, best qualified person; second, present staff; and third, other qualified personnel.
5. Research and Development rates apply to special committees or projects that take place outside the negotiated calendar year. This rate does not apply to normal teaching responsibilities.
6. If assistants are hired each coach will be paid 50% of the applicable step based on experience. Administrative approval is needed to add assistants even if within budgetary constraints.
7. Junior Class Advisor will not be capped if operating the concession stand for football games is included as part of the job.
8. Summer Agriculture program will only operate if the proposed program is approved in writing by the building principal and superintendent or his delegate. The pay for summer ag will be pro-rated on the rates above if approved but operating less than eight hours/day for six weeks.
9. Student Council and Student Activities are separate starting in September 1990.
10. Science Olympics is 2.3% of BA Base at both NBC and M.H.S.
11. Driver Ed rates apply to classroom time, driving time and preparation time as approved by administration.

1996-1997
MONTAGUE HIGH SCHOOL - SCHEDULE B

Steps	1		2		3		4		5	
	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Var Ftbll/BB	14.0	3956	14.5	4098	15.0	4239	15.5	4380	16.0	4521
Asst Ftbll/BB	9.0	2543	9.5	2685	10.0	2826	10.5	2967	11.0	3108
Freshman BB	7.0	1978	7.5	2119	8.0	2261	8.5	2402	9.0	2543
Soccer	9.0	2543	9.5	2685	10.0	2826	10.5	2967	11.0	3108
Asst Soccer	5.0	1413	5.5	1554	6.0	1696	6.5	1837	7.0	1978
Wrestling HC	9.0	2543	9.5	2685	10.0	2826	10.5	2967	11.0	3108
Asst Wrestling	5.0	1413	5.5	1554	6.0	1696	6.5	1837	7.0	1978
Var Base/Softball	9.0	2543	9.5	2685	10.0	2826	10.5	2967	11.0	3108
Asst Base/Softball	5.0	1413	5.5	1554	6.0	1696	6.5	1837	7.0	1978
Track HC	9.0	2543	9.5	2685	10.0	2826	10.5	2967	11.0	3108
Asst Track	5.0	1413	5.5	1554	6.0	1696	6.5	1837	7.0	1978
Cross Country	5.0	1413	5.5	1554	6.0	1696	6.5	1837	7.0	1978
Tennis	5.0	1413	5.5	1554	6.0	1696	6.5	1837	7.0	1978
Golf	5.0	1413	5.5	1554	6.0	1696	6.5	1837	7.0	1978
Volleyball HC	9.0	2543	9.5	2685	10.0	2826	10.5	2967	11.0	3108
Asst Volleyball	5.0	1413	5.5	1554	6.0	1696	6.5	1837	7.0	1978
Band	11.0	3108	11.5	3250	12.0	3391	12.5	3532	13.0	3674
Chorus	7.5	2119	8.0	2261	8.5	2402	9.0	2543	9.5	2685
Cheerleading FB	9.0	2543	9.5	2685	10.0	2826	10.5	2967	11.0	3108
Cheerleading BB	9.0	2543	9.5	2685	10.0	2826	10.5	2967	11.0	3108
Cheerlead JV BB	6.0	1696	6.5	1837	7.0	1978	7.5	2119	8.0	2261
Yearbook-with class	3.0	848	3.5	989	4.0	1130	4.5	1272	5.0	1413
Yearbook w/o class	8.0	2261	8.5	2402	9.0	2543	9.5	2685	10.0	2826
Drama Club - with clas	2.0	565	2.5	706	3.0	848	3.5	989	4.0	1130
Drama Club - no class	5.0	1413	5.5	1554	6.0	1696	6.5	1837	7.0	1978
Prom Advisor	1.0	283	1.5	424	2.0	565	2.5	706	3.0	848
Student Senate	3.0	848	3.5	989	4.0	1130	4.5	1272	5.0	1413
Sen Class Advisor	1.0	283	1.5	424	2.0	565	2.5	706	3.0	848
Jun Class Advisor	0.5	141	1.0	283	1.5	424				
Debate/Forensics	7.0	1978	7.5	2119	8.0	2261	8.5	2402	9.0	2543
Academic Award	1.0	283								
NHS	2.5	706	3.0	848	3.5	989	4.0	1130	4.5	1272
Journalism	2.0	565	2.5	706	3.0	848	3.5	989	4.0	1130
Summer Ag	7.0	1978	7.5	2119	8.0	2261	8.5	2402	9.0	2543
FFA School Year	7.0	1978	7.5	2119	8.0	2261	8.5	2402	9.0	2543
Science Olympics	2.3	650								
Close Up	2.5	706								

1996-1997
NBC MIDDLE SCHOOL
SCHEDULE B

Steps	1		2		3		4		5	
	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Track HC	5.0	1413	5.5	1554	6.0	1696	6.5	1837	7.0	1978
Asst Track	4.0	1130	4.5	1272	5.0	1413	5.5	1554	6.0	1696
Basketball 7&8	5.0	1413	5.5	1554	6.0	1696	6.5	1837	7.0	1978
Wrestling	4.0	1130	4.5	1272	5.0	1413	5.5	1554	6.0	1696
Volleyball 7&8	5.0	1413	5.5	1554	6.0	1696	6.5	1837	7.0	1978
Intramurals	5.0	1413	5.5	1554	6.0	1696	6.5	1837	7.0	1978
Band	5.0	1413	5.5	1554	6.0	1696	6.5	1837	7.0	1978
Asst. Band	1.5	424	2.0	565	2.5	706	3.0	848	3.5	989
Chorus	2.0	565	2.5	706	3.0	848	3.5	989	4.0	1130
Student Council	1.0	283	1.5	424	2.0	565	2.5	706	3.0	848
Student Activities	2.0	565	2.5	706	3.0	848	3.5	989	4.0	1130
Cheerleading Winter	2.5	706	3.0	848	3.5	989	4.0	1130	4.5	1272
Yearbook	1.0	283	1.5	424	2.0	565	2.5	706	3.0	848
Elem Vocal	1.0	283	1.5	424	2.0	565	2.5	706	3.0	848
Science Olympics	2.3	650								

OTHER:

RESEARCH AND DEVELOPMENT	.0058 OF BASE	\$16.39
SCOREKEEPER-BOOKKEEPER-TIMER	.0050 OF BASE	\$14.13
DRIVER EDUCATION	.0058 OF BASE	\$16.39

ARTICLE XXII

GENERAL

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

ARTICLE XXIII

DURATION OF AGREEMENT

"The agreement shall be effective as of August 24, 1996 school year and shall continue in effect until August 23, 1998. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated."

For the Association

For the Board

Signed by:

Signed by:

1. 
President

1. 
President

2. 
Chairman, Negotiating
Committee

2. 
Secretary

SCHOOL CALENDAR 1996-1997

August	20	New Teachers		
	21-23	All teachers		
	26	Classes begin (1/2 day for students)		
	30	No School		
September	2	Labor Day, no school		
November	1	End of first marking period		
	5-8	Parent Teacher Conferences		
		Fall Conferences K-8		
	5	1/2 Day Classes AM (am classes meet)	Evening Conferences	
	6	1/2 Day Classes AM (pm classes meet)	Afternoon & Evening Conf	
	7	1/2 Day Classes AM (am classes meet)	Afternoon Conferences	
	8	1/2 Day Classes AM (pm classes meet)		
		Fall Conferences 9-12		
	6	1/2 Day Classes AM (pm classes meet)	Afternoon & Evening Conf	
	7	1/2 Day Classes AM (am classes meet)	Evening Conferences	
	8	1/2 Day Classes AM (pm classes meet)		
	28-29	Thanksgiving recess		
	December	20	Last Day Before Christmas Break Full Day	
	January	1	Christmas recess	
2		School resumes		
17		End first semester, 1/2 day for students, records day for faculty,		
February	14-17	No school, mid-winter break		
March	21	End third marking period		
	25-28	Parent teacher conferences		
		Spring Conferences K-5		
	25	1/2 Day Classes AM (am classes meet)	Evening Conferences	
	26	1/2 Day Classes AM (pm classes meet)	Afternoon & Evening Conf	
	27	1/2 Day Classes AM (am classes meet)	Afternoon Conferences	
	28	1/2 Day Classes AM (pm classes meet)	Good Friday	
		Spring Conferences 6-12		
	27	1/2 Day Classes (am classes meet)	Afternoon & Evening Conferences	
	28	1/2 Day Classes AM (pm classes meet)	Good Friday	
April	4-11	Spring break, no school		
May	26	Memorial Day, no school		
June	5	Last 1/2 day of school for students, end of semester,		
	6	Records day for teachers		

SCHOOL CALENDAR 1997-98

August	20	New Teachers
	21-22, 25	All Teachers/Individual Building Meetings
	26	Classes Begin 1/2 Day
	29	Labor Day Recess
September	1	Labor Day
October	10	Professional Development (No Students)
	31	End First Marking Period
November	4-7	Parent Teacher Conferences*
		<u>Fall Conferences K-8</u>
	4	1/2 Day Classes AM (am classes meet) Evening Conferences
	5	1/2 Day Classes AM (pm classes meet) Afternoon & Evening
	6	1/2 Day Classes AM (am classes meet) Afternoon Conferences
	7	1/2 Day Classes AM (pm classes meet)
		<u>Fall Conferences 9-12</u>
	5	1/2 Day Classes AM (pm classes meet) Afternoon & Evening
	6	1/2 Day Classes AM (am classes meet) Evening Conferences
	7	1/2 Day Classes AM (pm classes meet)
	27-28	Thanksgiving Recess
December	19	Last Day Before Christmas Break Full Day
January	5	School Resumes
	16	End First Semester
February	13	Mid Winter Break No School
	16	Mid Winter Break No School
March	27	End 3rd Marking Period
March 31-April	3	Parent Teacher Conferences*
		<u>Spring Conferences K-5</u>
	31	1/2 Day Classes AM (am classes meet) Evening Conferences
	1	1/2 Day Classes AM (pm classes meet) Afternoon & Evening
	2	1/2 Day Classes AM (am classes meet) Afternoon Conferences
	3	1/2 Day Classes AM (pm classes meet) Good Friday
		<u>Spring Conferences 6-12</u>
	2	1/2 Day Classes (am classes meet) Afternoon & Evening
	3	1/2 Day Classes AM (pm classes meet) Good Friday
April	6-10	Spring Break
May	25	Memorial Day No School
June	9	Last Day of School
	10	Records Day

*Tentative

Calendar includes two teacher days to be paid at a per-diem rate.



