

8/15/2001

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MASTER AGREEMENT

BETWEEN

MESICK CONSOLIDATED SCHOOLS

AND

MESICK EDUCATION ASSOCIATION
(An affiliate of the Michigan and National Education
Associations)

AUGUST 15, 1998 - AUGUST 15, 2001

Mesick Consolidated Schools

TABLE OF CONTENTS

	PAGE
Agreement.....	1
Witnesseth.....	1
Article I Recognition.....	1
ArticleII Agency Shop	1
Article III Teacher Rights and Protection.....	3
Article IV Association Rights.....	5
Article V Board Rights	5
Article VI Professional Compensation.....	5
Article VII Teacher Hours	6
Article VIII Teaching Loads and Assignments.....	7
Article IX Vacancies, Promotions and Transfers	8
Article X Teaching Conditions	9
Article XI Leaves of Absence	10
Article XII Layoff and Recall Procedure, Seniority	13
Article XIII Teacher Evaluation and Progress	17
Article XIV Protection of Teachers	20
Article XV Academic Freedom.....	22
Article XVI Negotiation Procedures	22
Article XVII Miscellaneous Provisions	23
Article XVIII Professional Grievance Procedure	24
Griveance Report Form.....	27
Article XIX Fringe Benefits	29
Article XX Early Retirement Incentive	31
Article XXI Duration of Agreement.....	33
Schedule A - Salary	34
Longevity	35
Schedule B	35
1998-99 School Calendar.....	38

AGREEMENT

This Agreement, effective this 15th day of August, 1998 by and between the Mesick Consolidated Schools Board of Education of Mesick, Michigan, hereinafter called "Board" and the Mesick Education Association, (an affiliate of the Michigan and National Education Associations), of Mesick, Michigan, hereinafter called "Association";

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Mesick is their mutual aim and that the character of such education depends predominately upon the quality, morale and dedication of the teaching service, and

WHEREAS the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive negotiating representative as defined in Section II of Act 379, Public Acts of 1965 for all professional certified teachers, excluding adult education teachers, substitutes, and administrative personnel.

ARTICLE II

AGENCY SHOP

- A. 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 authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 27.277(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 procedures provided below. Within ten (10) days of each payroll deduction the Board shall remit same, along with a listing of employees and the amount deducted from each, to the Local Association Treasurer.

The procedure in all cases of non-payment of the service fee shall be as follows:

1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days of 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.
 2. 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.
 3. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Association has established a policy regarding "Objections to Political Ideological Expenditures - Administrative Procedures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in that policy 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 such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.
- C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- D. The Association will certify at least annually to the district, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for 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.
- E. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect until revoked. Pursuant to such authorization, the Employer shall deduct such dues, assessments and contributions from

the regular salary check of the bargaining unit member in equal amounts as determined by the Association.

F. Save Harmless Clause: In the event of legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party, and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

The Association agrees that in any action so defended, it will hold the Employer harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

G. Upon appropriate written authorization from the employee, the Employer shall deduct from the salary of any such employee and make appropriate remittance for annuities and/or Association dues.

ARTICLE III

TEACHER RIGHTS AND PROTECTION

A. Pursuant to Act 379 of 1965, the Board hereby agrees that every teaching employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in professional negotiations. The Board will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any of the activities of the Association of collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The Association shall not discriminate against any teacher who refuses to pay dues to, or participate in activities of the Association. Every teacher shall receive fair and equitable treatment and will not be acted against except for good and just cause in accordance with the terms and conditions of this Agreement.

B. Nothing contained herein shall be construed to deny or restrict to any teachers rights he/she may have under the Michigan General School Laws and Regulations, or other applicable State or Federal laws or regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- C. No teacher shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation, or occupational advantage, discharges, or other actions of a disciplinary nature. Any such discipline shall be subject to the grievance procedure hereinafter set forth. The specific grounds for disciplinary action will be presented in writing to the teacher and the Association no later than at the time discipline is imposed. This clause shall not apply to the termination of non-tenured teachers.
- D. A teacher shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Board or its agents. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the teacher shall be advised immediately of said possibility.
- E. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The teacher may submit a written notation or reply regarding any material, including complaints, within thirty (30) days and the same shall be attached to the file copy of the material in question. When material is to be placed in a teacher's file, the affected teacher shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If it is proven that the material placed in the file is not related to the teacher's assigned duties or in error, the material will be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file.

In the event that the District receives a Freedom of Information Act (FOIA) request for information in a bargaining unit member's personnel file, the District shall promptly notify the affected bargaining unit member and the Association.

ARTICLE IV

ASSOCIATION RIGHTS

- A. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings on days when school is in session, with approval of the Superintendent.
- B. The Board agrees to make available to the Association current information concerning the financial resources of the District (as such information becomes available) that will assist

the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

ARTICLE V

BOARD RIGHTS

- A. Pursuant to all applicable laws and regulations, the Board of Education retains the right to:
1. Hire all employees, determine their qualifications and assign their duties.
 2. Suspend, demote, discharge or take other disciplinary action against employees for just cause.
 3. Relieve employees from assigned duties because of legitimate reasons deemed to be in the best interest of the school system.
 4. Establish trades and courses of instruction and provide for athletic, recreational and social events for students as deemed necessary and/or advisable by the Board of Education.
 5. Decide the means and methods of instruction and selection of textbooks, teaching materials, teaching aids and equipment with input from teachers whenever possible.

ARTICLE VI

PROFESSIONAL COMPENSATION

- A. The salaries of the teachers covered by the Agreement are set forth in Schedule A, which is attached to, and incorporated in this Agreement.
- B. The basic payments for extra duties of teachers are set forth in Schedule B, which is attached to, and incorporated in this Agreement. Such payment schedule shall remain in effect during the designated periods.
- C. A teacher's daily rate is to be determined by dividing his/her base salary by the number of contract days in the current school year as per the agreed upon calendar.
- D. Teachers shall be paid bi-weekly during the school year. The teachers may elect to be paid in twenty-six (26) equal installments. The teachers may further elect to be paid, in a lump sum, on the last payday in June the balance of their salary that would otherwise be paid during the months of July and August. Elections shall be made not later than the

teacher orientation day at the beginning of each school year or their first day of work if hired during the school year.

ARTICLE VII

TEACHER HOURS

- A. Teaching hours in the Mesick Consolidated School shall be as follows: All teachers will have a daily seven (7) hour five (5) minute contractual obligation. Each teacher's workday schedule will be contiguous. The teacher's workday will be scheduled between 7:30 a.m. and 4:00 p.m. The administration shall establish the starting times and ending times for each building. The daily contractual obligation, as specified herein, will be adjusted by the Board and Association as necessary to meet the requirements of the School Code and/or State Aid Act for minimum student instruction regarding clock hours of instructional time for receipt of all available funding allowances and appropriations.
- B. All teachers shall have a duty free, uninterrupted lunch period of not less than thirty (30) minutes or more than fifty (50) minutes.
- C. Each teacher shall have an unassigned preparation period of no less than the equivalent of fifty (50) minutes per day. In grades of Kindergarten through eight (8) this time (two hundred fifty (250) minutes) will be distributed over the week in blocks of time no less than twenty (20) minutes in duration. Teachers will not be assigned less than fifty (50) minutes except when scheduled activities such as assemblies, conferences, field trips, etc., prevent it. The intention is to provide each teacher with fifty (50) minutes of preparation time each day, as feasible. Individual teachers will not be assigned less than fifty (50) minutes preparation time in one day without prior consultation for such work assignment.
- D. Attendance at professional staff meetings is mandatory, except when permission for absence is granted by the supervisor or principal. Every effort will be made to end these meetings no later than 5:00 p.m.
- E. Teachers are not required to report to school on days during which school does not operate because of acts of God or employer directed closings. Furthermore, teachers may report at a corresponding later time on days when the start of school is put on hold. In both instances, there will be no loss of pay.
- F. The Board retains the sole right to make up any or all employee work days cancelled or lost because of reasons for which the State Department of Education does not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation. The days to be made up will be made up at the end of the current school calendar year unless mutually agreed upon by both parties.
- G. Should the Board contemplate instituting summer school or other types of bargaining unit work funded by the general fund budget beyond the regular duty day, all terms and conditions of said employment shall be bargained by the parties.

ARTICLE VIII

TEACHING LOADS AND ASSIGNMENTS

- A. Should teacher absences necessitate using teachers on preparation periods as substitutes because no eligible substitutes are available, said teacher giving up his/her preparation period shall be paid at the rate listed in Schedule B for each prep period given up to substitute. Every effort will be made to share the assignments equally. When absences of fifty percent (50%) or more of the day occur, the Administration will call for an eligible substitute.
- B. Elementary/Middle School recess periods will be supervised by non-teachers. Elementary/Middle School teachers may use this as preparation time, except when weather conditions prohibit the children from going outside or when children must be kept in the classroom for other reasons.
- C. Any teacher may discuss his/her tentative assignment for the forthcoming year with their building administrator and may appeal the assignment to the Superintendent. Teachers who will be affected by a change in assignments will be notified of their tentative assignment by June 1. Every effort shall be made to inform teachers of their final assignments no later than August 1.
- D. The staff will be surveyed prior to the end of each school year to determine teaching preference for the next school term.
- E. Because the Board of Education has the statutory duty to educate all children within the boundaries of the school district, and because the student/teacher ratio is an important aspect of the educational program, and because the number of students the teacher is required to instruct has a direct bearing upon the amount of work required of the individual teacher, the parties agree that the size of the individual classes shall be given careful consideration and any inequities adjusted upon the request of the teacher or Association if economically and educationally feasible and desirable as determined by the Board of Education. After 4th Friday but no later than one week after 4th Friday, two administrators, a building representative and the Association President shall meet to examine class loads and discuss possible adjustments.
- F. The elementary and secondary schedule shall be established with input from teachers.
- G. Parent/Teacher Conferences will be scheduled each year in conjunction with the mutual development of the school calendar. The format for the conferences shall likewise be mutually developed each year.
- H. Medically fragile students

No bargaining unit member shall be required to provide school health services except in an emergency situation.

- I. While the parties acknowledge the policy of least restrictive environment (LRE) is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual bases.
- J. A teacher who agrees to teach an extra class in lieu of his/her preparation period shall receive an additional one-sixth (1/6) of his/her contractual salary or an additional salary on a pro-rated basis. This type of extra teaching assignment shall be posted and filled through the process outlined in Article IX.

ARTICLE IX

VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined for purposes of this Agreement as a position unfilled including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of forty-five (45) or more school days. Vacancies occurring within the bargaining unit, including newly created positions, shall be posted on a designated bulletin board in each district building along with a copy of such posting to the Association. Positions as above described shall be posted at least ten (10) school days prior to being filled. Teachers may apply for such positions by submitting a written application to the Superintendent. Said positions shall be filled by the most qualified applicant, (see Article V, A.1). Should there be two (2) or more equally certified and qualified applicants, seniority with the Mesick Consolidated Schools shall be the determining factor.

Should the most senior bargaining unit member applicant not receive the position, the Superintendent shall provide him/her with a written letter containing the specific reasons for not receiving the position, if requested.

- B. During the summer months when regular school is not in session, the employer will post in the Superintendent's office all vacancies and mail a copy of each to all teachers. Positions so posted shall remain posted at least fifteen (15) days prior to being filled, except when the vacancy occurs within twenty (20) or less days before the school year begins.
- C. A request for transfer may be made at any time in writing to the Superintendent's office. The request shall specify the school, grade, subject/position sought and certification and qualifications. Receipt of the request of transfer shall be acknowledged by the Superintendent within five (5) working days.
- D. Involuntary transfers shall be kept to an absolute minimum. Thirty (30) days notification of the intention to transfer, specifying the reasons for same and the position to be transferred to, shall be provided to the affected teacher. Should the teacher request it, a meeting shall be held concerning the proposed transfer, with the teacher, administrator

and an Association representative (if so chosen by the teacher). The specifics of the use of involuntary transfers as part of staff reduction shall be as set forth later in this Agreement.

ARTICLE X

TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teachers and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is teaching and guiding development of students; therefore, the organization of the school and the school day shall be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The Board agrees to provide adequate materials and supplies to the extent finances will permit.
- C. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for teachers' use and faculty lounges.
- D. Telephone facilities shall be made available for teachers' use in making calls within the attendance area for school business. Personal long distance calls may not be charged to school accounts.
- E. All teachers shall aid in the supervision and safety of students in the school building and on the school grounds.
- F. Teachers are expected to exercise care in their use of school equipment.
- G. Teachers shall not leave a class unattended during the time instruction is normally scheduled, except in an emergency. The use of a teacher aide or student assistant does not satisfy the supervision requirement except during an emergency or a scheduled supervisory period assigned by the principal.
- H. All classroom teachers will provide a plan book which contains general plans for one (1) week in advance. Duplicate copies of these plans must be given to the principal.
- I. Lesson plans shall enable the substitute to conduct the class in a manner that will provide lesson continuity. Plans must be available for a substitute prior to teacher reporting time on Monday.

- J. When available, secondary teachers shall be stationed in the hallway at their classroom doorway between class changes.
- K. The Board agrees to establish procedures for visitations by parents to classrooms.
- L. The Board shall establish/create staff parking areas at each building site. These areas shall be located off city streets and restricted in a manner to be apart from students.

ARTICLE XI

LEAVES OF ABSENCE

Sick leave is really an "insurance" and should not be thought of as a right to additional paid holidays but rather protection against loss due to accidents or illness. The presence of the classroom teacher is the single most important factor in determining the success of the instructional program. The absence of the regular teacher interrupts the learning program and is a direct harm to the children. No substitute teacher can hope to teach as effectively as the absentee who has caused a break in the continuity of the day-to-day work in his/her class.

- A. At the beginning of each school year all teachers shall receive credit for ten (10) days sick leave cumulative to one hundred thirty (130) days. The leave days may be used by a teacher for the following reasons and subject to the following conditions:
 - 1. Personal Illness or Disability: The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability.
 - 2. Medical or Nursing Care: The teacher may use two (2) days per occurrence to make arrangements for medical or nursing care for a member of his/her immediate family. Immediate family shall be interpreted as spouse, mother, father, brother, sister, children, grandchildren, father-and-mother-in-law and grandparents, and similar step relatives.
 - 3. Illness in the Immediate Family: The teacher may use a maximum of five (5) days per school year. An individual teacher may use additional accumulated sick leave days for serious illness, which requires the teacher's presence in order to provide the necessary care, or critical illness of the immediate family member. The Board may ask the teacher to provide medical documentation to substantiate the use of sick leave time. Immediate family shall be defined as in number 2 above.
 - 4. Deaths other than Immediate Family: The teacher may use one (1) day per death for attendance at a funeral service of a person whose relationship (not necessarily blood related) to the teacher warrants such attendance.
 - 5. Deaths in the Immediate Family: Each teacher shall be granted four (4) days per death bereavement leave during the school year. Said bereavement leave may be

used in connection with the death of a member of the teacher's immediate family. Immediate family shall be defined as in number 2 above.

- B. The Board shall furnish each teacher with a written statement, at the beginning of each school year, setting forth the total sick leave accumulation.
- C. A teacher who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year, at the discretion of the Board, and upon written request by the teacher. The Board agrees to provide fully paid health insurance coverage for the first eighteen (18) weeks of unpaid leave. Upon return from leave, a teacher shall be assigned to the same position or a substantially equivalent position if available. It shall be the teacher's responsibility to notify the principal no less than ten (10) days in advance of intent to return, to prevent the hiring of a substitute for that assignment. Failure to comply with this provision will result in the amount necessary to pay the substitute being deducted from the salary of the teacher.
- D. Absence due to injury or illness incurred in the course of the teacher's employment with the Mesick Consolidated Schools shall not be charged against the teacher's sick leave days. The employer shall pay to such teacher the difference between his/her net salary and any benefits received under the worker's compensation act for a maximum of ninety (90) working days, which shall not be charged against the teacher's accumulated sick leave days. Thereafter, the teacher shall be placed on unpaid leave of absence due to his/her disability while he/she is receiving benefits under the Worker's Compensation Act. The teacher's sick days, in one-half (1/2) day increments, may be used after the first ninety (90) working days to offset any difference between his/her net compensation. The employer shall provide fully paid health insurance coverage for the first year of a teacher's absence under these conditions.
- E. If, after teaching in the District for fifteen (15) years, a teacher severs his/her employment for any reason, other than dismissal for just cause, he/she shall receive payment for all accumulated sick leave at the rate of \$65.00 per day .
- F. In the event of illness or other case in which a teacher is unable to report to work he/she shall notify the respective principal, Superintendent or designee at the earliest possible time, to allow for obtaining a substitute. The Superintendent shall have the right to request an explanation for use of sick leave, should it be thought that there is a misuse or abuse of same. Every effort will be made to schedule medical appointments after school hours.
- G. At the beginning of each school year, each teacher shall be credited with two (2) personal days to be used for any purpose at the discretion of the teacher. A teacher planning to use these days shall notify his/her principal at least one (1) day in advance, except in cases of emergency. These days shall not be available during the first two weeks or the last two weeks of the school year, except in cases of emergency. The days immediately preceding or the days immediately following a legal holiday or school recess (e.g. Thanksgiving or Christmas vacations) will not be recognized by the employer as a personal leave day,

except in cases of emergency. Because of difficulty in securing substitutes, no more than four (4) teachers shall be allowed personal leave use per day, two (2) of which must have at least one (1) week's notice, except in cases of emergency. Unused personal days will revert to sick leave accumulation at the end of each school year.

- H. A teacher called for jury duty shall be paid his/her full salary for such time needed; however, he/she shall be required to return any per diem received for such jury duty service to the school district.
- I. A teacher subpoenaed to testify during school hours in any judicial or administrative matter connected with the teacher's employment or the school shall be paid his/her full salary for such time needed, if at least one (1) day notice is provided the employer. Should a per diem be received by said teacher for such time, the teacher shall be required to return same to the school district.
- J. Teachers elected or otherwise selected to serve on the governing board of an area teacher center, State Board of Education/Department of Education committee or task force, and/or similar professional advisory policy making body shall be allowed adequate leave time to attend related meetings and activities, with the approval of the Superintendent.
- K. A leave of absence for military service shall be granted in accordance with applicable state and federal law.
- L. The employer may grant a leave of absence of not more than sixty (60) days without pay to any teacher to campaign for a public office.
- M. The employer shall have the prerogative to extend leaves or to grant leaves for reasons not covered in this agreement, when such leaves would be in the best interest of the school system.
- N. The Board may grant up to one (1) year leave of absence for general purposes, provided the teacher has submitted the request ten (10) days in advance, except in case of emergency. Teachers may during the term of the leave continue fringe benefits at no cost to the Board. Upon return, the teacher shall be returned to a teaching position if it exists and shall retain all accumulated sick leave and seniority. The intent to return must be made in writing no later than November 15 for a first semester leave and May 1 for a second semester leave.
- O. Pursuant to the provisions of the Family and Medical Leave Act eligible teachers shall be granted unpaid leave, for the purposes and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any unpaid leave, which is otherwise available under the provision of this Agreement for the same purposes for which leave is to be provided under the FMLA shall be used concurrently, with the exception of a Worker's Compensation Leave, with the leave provided under the FMLA and shall be credited toward fulfilling the leave entitlement of the eligible teacher to the extent permitted by the law and its implementing regulations. If an eligible teacher fails to return from unpaid leave, which the teacher received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these

benefits shall be repaid to the Board, upon request by the Board, unless the employee is otherwise entitled to the continuation of these benefits under other sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the Employee and the Board. Any amount, or portion thereof, which is owing for repayment shall be deducted from any wage or other payments owing to the Employee. Any remaining deficiency owing for repayment shall be collectible by initiating legal action against the teacher for repayment, if not remitted within fifteen (15) days after the demand for repayment is made upon the teacher.

P. Gifting of Sick Days

1. Only tenure teachers may gift.
2. The giver must have a minimum of twenty-five (25) accumulated days in order to offer a gift.
3. This is a gift, not a loan or a trade.
4. A gift can only be given to a teacher who has exhausted his/her sick leave.
5. Gifts must be given in increments of five (5) full days.
6. Gifts of up to five (5) sick days may be given per semester, per giver.
7. The five (5) sick days must be used before the person can receive another five (5) days from another giver. Unused days may not be transferred back to the giver. The days must be used and not accumulated or carried over to the next year.
8. These days are for sick leave, not to be "cashed in" if a person severs his/her employment as covered in Article XI, Section E.
9. It is the giver's responsibility to go to the school business office and to request, by form, a transfer of five (5) sick days from his/her days to the other person's days.

ARTICLE XII

LAYOFF AND RECALL PROCEDURE, SENIORITY

If the Board determines to reduce the number of teachers due to reduced enrollments, changes in enrollment patterns, revenue shortages, or curricular changes, the following will apply:

- A. Layoff and recall procedures

1. Probationary teachers shall be laid off first. Provided, however, a probationary teacher shall not be laid off unless there is any tenure teacher who is certified and qualified to perform the duties of the position the probationary teacher is vacating or unless the position that the probationary teacher is vacating is being eliminated altogether and is not being filled by the Board of Education. First year probationary teachers shall be laid off first by using the following criteria:
 - a. Seniority
 - b. Certification
 - c. Qualification

When certification and qualification are relatively equal, layoff shall occur in inverse order of seniority for first year probationary teachers. Next, second year probationary teachers shall be laid off in accordance with A, B, and C above. Next, third year probationary teachers shall be laid off in accordance with A, B, and C above. Next, fourth year probationary teachers shall be laid off in accordance with A, B, and C above.

2. It is understood that seniority, certification, and qualifications shall be the criteria in determining lay-offs, with the most senior staff members being retained by the Employer. In the event there is more than one teacher in the grade level or department in which the reduction or elimination is to occur, the teacher with the least seniority shall be identified for layoff. Provided further that this procedure shall be subject to the Michigan Teachers' Tenure Act. A tenure teacher, possessing sufficient seniority, who is identified for layoff due to position elimination, has the right to displace the least senior teacher assigned to a position for which the displaced teacher is both certified and qualified.
3. The certification and qualification of a teacher to be laid off shall be the certification and qualification on file with the Board of Education at the time the notice of layoff is sent. The certification and qualification of a teacher to be recalled from layoff shall be the certification and qualification on file with the Board of Education at the time of notification or recall from layoff. It is the teacher's duty and responsibility to make sure that the Board of Education's records are correct and to notify the Board of Education in writing with adequate documentation of any inaccuracies or changes in such records.
4. Teachers on layoff shall be recalled in order of greatest seniority, provided that the more senior teacher must be certified and qualified for the vacancies or assignments to be filled. Notice of recall shall be sent by certified or registered mail to the teacher's last known address. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. The Board's obligations regarding recall of a teacher shall be fully satisfied if the notice of recall is sent to the teacher's last known address. The teacher will have ten (10) days in which to indicate his/her desire to accept or reject the offer of recall, and that ten (10) days shall commence to run on the date that the notice of recall is received by the teacher. In the event that a teacher does not respond within the ten (10) day period or refuses the position, the teacher shall forfeit his or her rights to

the position and his/her name shall be moved to the bottom of the (seniority) recall list. A laid off teacher employed under contract by another school district may refuse recall; however, if the teacher is offered a position for the succeeding school year the teacher's refusal of the second offer shall constitute a resignation and employment shall automatically and conclusively terminate. A tenure teacher may properly refuse recall to a position that is not full-time if the tenured teacher was laid off from a full-time position.

5. During a layoff, a teacher's request for a leave of absence may be granted.

B. Seniority

1. Seniority shall be defined as years of service in the bargaining unit dating from the first date of work. Periods of time spent on leaves of absence and on layoff shall not constitute a break in service and seniority shall be deemed to accrue during such periods.
2. Periods of time served in the administrative capacity in the school district (for administrators, employed by the Board on or before June 7, 1992) shall accrue to and including the conclusion of the 1991-92 school year. Accrued seniority shall be regarded as frozen with the commencement of the 1992-95 Agreement. A bargaining unit member who leaves the bargaining unit to take an administrative position in the Mesick Consolidated Schools shall lose all seniority in the bargaining unit.
3. A seniority list consistent with the foregoing definition shall be prepared within thirty (30) days of the execution of this Agreement and by November 1 during succeeding academic years. In the event that more than one individual began work on the same date, position on the seniority list shall be determined by the one time drawing of lots. Any such drawing will be conducted openly with the Association President, his/her designee, and the affected employees present. The Association will review the seniority list for accuracy and notify the Board of any errors or discrepancies within thirty (30) days of the publication of the list. If no notification is received within the latter period, the Board's list shall be considered conclusive. The parties will meet to attempt to resolve any discrepancies in the seniority list. Any remaining dispute will be subject to the grievance procedure.

C. Qualifications

For purposes of the Article, the term "qualified" shall mean:

1. For positions at the secondary level (grades 9-12) possession of a major or minor(s) in the subject(s) to be taught or an endorsement requiring training in the subject to be taught.
2. For positions at the 7th and 8th grade levels, the following standards shall apply:

- a. A K-8 certificate will qualify the teacher to instruct 7-8 grade general subject areas (math, science, social studies, and English). For special areas at least twelve (12) semester hours in the discipline will be required.
or
 - b. A secondary certificate with a major, minor or twelve (12) semester hours in the discipline, or
 - c. A middle school endorsement, or
 - d. Satisfactory teaching experience in the subject area in the Mesick Consolidated Schools in grades 7-8.
3. For positions at the elementary levels, possession of an elementary certificate. For positions in special elementary areas, such as music, art and physical education, the teacher must possess specific certification in the subjects to be taught.
 4. Teachers must possess the qualifications set forth in the applications or grants of any federally or state funded programs to be eligible to be assigned to such programs.
 5. Special education teachers shall be deemed to be qualified for special education assignments if they are certified by the State of Michigan for those positions.
 6. In case of layoff/recall no bargaining unit member shall be denied a position in grades 7-8 if he/she possesses the requisite certification to teach at that level (except specialized areas). In such case the employee shall have a period of time, not to exceed two (2) full summers after commencing the assignment, to obtain the necessary credit and/or required middle school endorsement.
- D. "Certified" shall be defined as holding all certificates, endorsements and approvals required by law and Michigan Department of Education regulation to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements or approvals 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 and Association of any change to his/her certificates, endorsements or approvals after the original filing of same with the school district. This shall include notice and any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The teacher shall further notify the school district and Association, 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 XIII

TEACHER EVALUATION AND PROGRESS

The teacher evaluation system shall comply with the requirements of law as evaluations, individual development plans, and probationary/tenure status is determined for teachers.

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly. Individually or as a group, all staff members will be given the criteria to be used for the evaluation at least fifteen (15) working days prior to the time evaluations will begin. Said criteria shall be as mutually agreed upon by a committee comprised equally of teachers and administrators, as well as equal representation from the secondary and elementary levels. Staff members will be given at least twenty-four (24) hour's prior notice of their first visitation.
- B. Evaluations shall only be conducted by an administrator or the Superintendent of Mesick Consolidated Schools. If requested by either the teacher or the building principal, additional observations may be made by another district administrator or the Superintendent of Mesick Consolidated Schools. No electronic device shall be used during the observation process without the consent of the teacher. All monitoring or observation shall be conducted openly and with full knowledge of the teacher. However, the teacher shall be aware that his/her performance is under continuous evaluation during any school function.
- C. The performance of all teachers shall be evaluated in writing as follows:
 1. A probationary teacher shall be provided with an Individualized Development Plan (IDP) each full school year of employment developed by administrative personnel in consultation with the probationary teacher and his/her mentor (unless the probationary teacher requests that the mentor not be involved in this process). Within fifteen (15) weeks of initial employment, each probationary bargaining unit member shall be provided with the Individualized Development Plan (IDP). The IDP shall be discussed with the probationary employee at a conference called by the evaluator for that purpose.

The evaluation cycle for each probationary teacher shall consist of two (2) written "observation summaries" during each school year of the probationary period. Each of these "observation summaries" shall be based upon at least two (2) classroom visitations of thirty (30) minutes or more. The two written "observation summaries" during the school year shall be at least sixty (60) calendar days apart unless a shorter interval between those observations has been mutually agreed upon by the probationary teacher and the evaluator. These "observation summaries" shall be aggregated to produce a year-end performance evaluation.

A personal interview will be held between the administrator, probationary teacher, and mentor, (unless the probationary teacher requests that the mentor not

participate) to review the job performance within five (5) working days following each classroom visitation which is a component of an "observation summary". The interview meeting may be extended up to ten (10) working days following the visitation by mutual agreement in writing. The evaluator shall review his/her visitation notes with the probationary teacher and the mentor (unless the probationary teacher requests that the mentor not participate in this meeting). An "observation summary" meeting will be held within fifteen (15) working days of the final visitation.

No more than ten (10) working days after the "observation summary" meeting two (2) copies of the written "observation summary" shall be submitted to the teacher: One (1) to be signed and returned to the administration, the other to be retained by the teacher. Signing indicates only that the teacher has seen the report, not necessarily that he/she agrees with it.

In the event that the teacher feels his/her "observation summary" violates the evaluation procedure, the evaluation procedure shall be subject to the grievance procedure. The teacher always has the right to submit a letter of rebuttal to any evaluation or "observation summary" within thirty (30) working days of the receipt of such.

The annual year-end performance evaluation of a probationary teacher shall include an assessment of the probationary teacher's progress in meeting the goals of his/her IDP.

2. Tenure teachers shall be evaluated in writing at least once every three (3) years. The evaluation will be based upon at least two (2) thirty- (30) minute visitations and will be completed prior to May 1st of the year that the teacher is being evaluated. A personal interview will be held by the evaluator with each tenure teacher within five (5) working days following each classroom visitation; except by mutual agreement in writing, the time may be extended up to ten (10) working days. The evaluator shall review his/her observation notes with the employee at the interview and reduce his/her notes to a written evaluation after the interview meeting. Prior to May 1st in the year a tenure teacher is evaluated, a personal interview will also be held by the evaluator with the tenure teacher to review the final evaluation. No more than ten (10) working days thereafter two (2) copies of the written evaluation shall be submitted to the teacher: One (1) to be signed and returned to the administration, the other to be retained by the teacher. Signing indicates only that the teacher has seen the report, not necessarily that he/she agrees with it. In the event that the teacher feels his/her evaluation violates the evaluation procedure, the evaluation procedure shall be subject to the grievance procedure. The teacher always has the right to submit a letter of rebuttal to any evaluation or observation summary within thirty (30) working days of the receipt of such.

If a tenured teacher receives an unsatisfactory performance rating in any area after a classroom visitation of thirty (30) minutes or more, the evaluator shall indicate areas of unacceptable performance and suggest remedies for improvement. The

teacher will have another classroom visitation no sooner than fifteen (15) working days from the personal interview. If the tenured teacher again receives an unacceptable performance evaluation in the same area(s), the evaluator and the teacher will develop an IDP to be implemented. In the IDP, the teacher shall be provided, in writing, with the reasons and specific ways in which the teacher is to improve in the area(s) that he/she received an unsatisfactory performance rating. The IDP will also indicate what assistance is to be provided by the administrator and will be reflected in writing in the IDP. The subsequent performance evaluations will be based on, but not limited to, at least two (2) classroom visitations conducted during a period of no less than thirty (30) working days after the IDP. These performance visitations shall include an assessment of the teacher's progress in meeting the goals of his/her IDP. The teacher shall have a right of representation in any conference.

3. The Board and Association realize that a new teacher may need help and orientation to be an effective teacher in the Mesick Consolidated Schools. The parties agree that providing Mentor Teachers for probationary teachers is an essential practice and further agree to cooperate in providing this assistance.
 - a. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher may be a member of the bargaining unit.
 - b. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Association with the approval of the Administration. The parties agree that should the Association fail to provide the Administration with sufficient individuals to serve as Mentor Teachers that the Board, after ten (10) workdays' notice to the Association, may assign current tenured staff members to serve as mentors. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
 - c. A Mentor Teacher shall be assigned in accordance with the following:
 1. The Mentor Teacher may be a tenured member of the bargaining unit.
 2. Participation as a Mentor teacher shall be voluntary.
 3. The District shall immediately notify the Association of those members requiring a mentor.
 4. The Administration shall notify the Association when a potential Mentor Teacher is matched with a bargaining unit member

(Mentee). This assignment should be finalized within thirty (30) days of the commencement of the starting date of the Mentee.

5. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 6. The Mentee shall only be assigned to one (1) Mentor Teacher at a time.
- d. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.
 - e. Upon request, the administration may make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
 - f. Mentees may be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. For purposes of this section a day has been defined at six hours. Teachers who attend induction training during the regular workday will receive their regular salary. The Board may pay for such training, which occurs outside the regular workday, or work year. The training dates, if possible, will be a part of the negotiated calendar.
 - g. A mentor teacher, with the permission of the mentee, will attend the administrator/mentee meeting after each visitation. The administrator will notify both the mentee and the mentor of the meeting time and place.
- D. Each teacher shall have the right, upon request, to review the contents of his/her personnel file, except for the confidential recommendations. A representative of the Association may, at the teacher's request accompany the teacher in this review.

ARTICLE XIV

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors,

social workers, law enforcement personnel, physicians or other professional persons, the teacher will refer the pupil to the appropriate agency for testing. If such tests show that the pupil is in need of special treatment, the Board will take reasonable steps to relieve the teacher of responsibility with respect to such pupil. However, in no instance will the child be put out of school solely because he/she is too much bother in the classroom. In all cases, the decision will be based upon what is best for the class.

- B. Any case of assault upon a teacher shall be reported promptly to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. The teacher shall be reimbursed for any loss, damage or destruction of clothing or personal property because of such assault.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher within the framework of Board policies against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense. In all cases, the Board Insurance will be used first. When it is exhausted the MEA Insurance will pick up the balance if the specifications of the coverage have been met. In no case will the teacher be left without protection.
- D. Any complaint by a parent or a student which reflects directly upon the teacher or the school shall be promptly called to the teacher's attention when considered serious enough by the appropriate administrator. If requested, the course of complaint shall be made known to the teacher. Before a record is put in the teacher's personnel file, the complaint must be in writing, signed, a copy shall be given to the teacher concerned, and the complaint should be adjudicated first through a hearing held by the Superintendent, then there shall be a decision as to whether or not the material will be placed in the teacher's file. Time lost by a teacher in connection with the incident or hearing shall not be charged against the teacher.
- E. Channel One

In regard to Channel One, the following conditions will apply:

1. No bargaining unit member shall be reprimanded, disciplined, or adversely evaluated for students' watching TV or not watching TV.
2. At least once each school year, the Association and management shall meet to review the implementation of and give input on the renewal of any such program.

ARTICLE XV

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of the respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values 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. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interest of the school and to exhibit by appropriate example the basic objectives of democratic society.
- C. A teacher shall not seek to advance personal political or religious views in the classroom. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigations, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility set forth in the Code of Ethics of the Education Profession.
- D. A teacher shall insure that all sides of a controversial issue are presented fairly and that the topic and material used will be appropriate to the maturity level and intellectual ability of the students.
- E. The teacher's position shall not be privileged as to his/her responsibility for statements which are libelous, slanderous, or which in any way violate the civil rights of others.
- F. Teachers shall share the responsibility to work with students to reduce anti-social behavior.

ARTICLE XVI

NEGOTIATION PROCEDURES

- A. It is the intent of this Agreement to cover all matters of common concern, therefore, it is agreed by both parties that all items are closed to further consideration during the life of this Agreement, including salary Schedules A and B, unless both parties mutually agree for the need to deal with the negotiation of certain items.
- B. In any negotiation discussion in this Article, neither party shall have any control over the selection of the negotiation representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the

Board of Education and by a majority of the membership of the Association casting ballots, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

- C. This Agreement shall not be effective until approved as to form by counsel for the Michigan Education Association. Such approval shall in no way constitute the Michigan Education Association or its counsel a party to this Agreement, which shall be exclusively between the Board and Association named in the first paragraph of this Agreement.
- D. Copies of this Agreement shall be printed and presented to all teachers now employed, or hereafter employed, by the Board. Teachers currently employed shall receive their copies of the contract no more than thirty (30) days after the agreement is ratified by both parties. Teachers employed after that period of time shall receive a copy of the contract upon their hiring and/or their first day of work in the District.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- B. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers, shall be found contrary to law, then such provision or application shall not be deemed valid and subsistent, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

It is further agreed that within thirty (30) days of notification of a final and binding determination of such illegality, the Employer and Association/Union will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

- C. For purposes of clarification with respect to part-time teachers: Part-time teachers shall receive a year's service credit for each year worked in that capacity. This service credit shall apply to seniority accumulation and advancement on Schedule A. Paid benefits such as insurance shall be prorated. Paid leave shall be commensurate with what was earned and how it was/is used. (Example: Employee A works six (6) years as a full time employee accumulating fifty-three (53) sick days, goes half time for a year and accumulates seven (7) half days while using three (3) half days. New accumulation total is fifty-six and one-half (56.5) days).

ARTICLE XVIII

PROFESSIONAL GRIEVANCE PROCEDURE

- A. Any teacher or group of teachers believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, terms or conditions of employment, may file a grievance as hereinafter provided within fifteen (15) days of the alleged incident. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion, failure to re-employ any probationary teacher, failure to re-employ any teacher to a position on the extracurricular schedule and any matter involving subjective teacher evaluation.) A grievance may be filed by an individual teacher, a group of teachers, and/or the Association.
- B. Hearing Levels
1. Informal Level: When a cause for complaint occurs, the affected teacher(s) shall request a meeting with his/her principal in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the teacher at such meeting. If the teacher(s) is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.
 2. Formal Level 1: If a complaint is not resolved in a conference between the affected teacher(s) and his/her principal, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing on the approved form, within ten (10) days of the meeting between the principal and the affected teacher(s). A copy of the grievance shall be sent to the Association and the principal. The principal shall, within ten (10) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
 3. Formal Level 2: If the Association is not satisfied with the disposition of the grievance by the principal at Level 1 within ten (10) days of receipt of the Level 1 response, the grievance shall be transmitted to the Superintendent. Within ten (10) days after the grievance has been so submitted at Level 2, the Superintendent shall meet with the Association on the grievance. The Superintendent, within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).
 4. Formal Level 3: If the Association is not satisfied with the disposition of the grievance by the Superintendent at Level 2 within ten (10) days of receipt of the Level 2 response, the grievance shall be transmitted to the Board of Education via its president for hearing at its next regularly scheduled meeting or as mutually agreed to by the parties. The Board of Education, within ten (10) days after the conclusion of the hearing, shall render a written decision thereon with copies to the Association and the grievant(s).

5. Formal Level 4: If the Association is not satisfied with the disposition of the grievance by the Board of Education at Level 3 within ten (10) days of receipt of the Level 3 response, the Association may submit the grievance to mediation before an impartial mediator. The mediator shall be appointed by the Michigan Employment Relations Commission in accord with its rules which shall likewise govern the mediation process. Neither the employer nor the Association shall be permitted to assert in such mediation proceeding any ground or to rely on any evidence not previously disclosed to the other party.

6. Formal Level 5: Only the Association shall have the right to process a grievance at Level Five. If the Association is not satisfied with the disposition of the grievance at Level Four, it may within ten (10) days after mediation refer the matter to advisory arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. Within such ten- (10) day period the Association will also serve a copy of the Demand for Arbitration upon the Board of Education. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
 - a. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
 - b. The decision of the arbitrator shall not be binding upon employees, the Board, or the Association.
 - c. Powers of the arbitrator are subject to the following limitations:
 1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. He/she shall have no power to establish salary scales.
 3. He/she shall have no power to change any practice, policy, or rule of the board or substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board in compliance with this Agreement.
 4. He/she shall have no power to decide any questions which, under this Agreement, are within the responsibility of the management to decide.
 - d. The cost of arbitration shall be paid by the Association except each party shall assume its own cost for representation including any expense of witnesses.

C. Miscellaneous Conditions

1. The term "days" when used in this article shall mean workdays (days when school is in session). Time limits may be extended by mutual written agreement.

2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
3. Grievances filed by teachers from more than one department/level may, at the option of the grievants, be initiated at formal Level 2 of the grievance procedure.
4. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any teacher shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
5. For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit an Association representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the employer which pertain to an affected teacher or any issue in the proceedings in question with the written consent of the party involved. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
6. Every effort shall be made to process grievances at times other than scheduled work times.

GRIEVANCE REPORT FORM

Grievance # _____

_____ School District

Distribution of Form:

- 1. Superintendent
- 2. Principal/Supervisor
- 3. Association
- 4. Grievant

Submit to Supervisor/Principal in Duplicate

Building

Assignment

Name of Grievant

Date filed

STEP I

A. Date cause of grievance occurred: _____

B. Statement of grievance: _____

Relief sought: _____

Signature

Date

C. Disposition of Supervisor/Principal: _____

Signature of Principal/Supervisor

Date

D. Disposition of Grievant and/or Union/Association: _____

Signature

Date

STEP II

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Association: _____

Signature

Date

STEP III

A. Date submitted to Board of Education: _____

B. Disposition of Board of Education: _____

Signature

Date

C. Position of Grievant and/or Association: _____

Signature

Date

STEP IV

A. Date submitted to Mediation: _____

B. Disposition of Mediator: _____

Signature

Date

STEP V

A. Date submitted to Arbitration _____

B. Disposition of Arbitrator _____

ARTICLE XIX

FRINGE BENEFITS

- A. During each year of the Agreement the Board shall make available MESSA Health Care Protection (as outlined in paragraph B below) for a twelve (12) month period beginning September 1, 1998 for each full-time employee and the employee's eligible dependents. Part-time employees shall receive a pro-rata share of premiums. The remaining amount shall be deducted from the part-time employee's wages.
- B. Teachers may select one of the following plans:

Plan A:

Health	Super Care 1 with XVA2 Rider
Dental	Delta Plan 80/80s/80 UCR (\$1,000 maximum for Class I and II)
Vision	VSP-3 plus
Life	\$20,000 with AD&D
LTD	70% \$5,000 monthly maximum 90 calendar days modified fill Pre-Existing Condition Waiver-Yes Freeze on Offsets-Yes Alcohol/Drug Addiction-same as any other illness Mental/Nervous Condition-same as any other illness

Plan B:

Dental	Delta Plan 80/80s/80 UCR (\$1,000 maximum for Class I and II)
Vision	VSP-3 plus
Life	\$25,000 with AD&D
LTD	70% \$5,000 monthly maximum 90 calendar days modified fill Pre-Existing Condition Waiver-Yes Freeze on Offsets-Yes Alcohol/Drug Addiction-same as any other illness Mental/Nervous Condition-same as any other illness

During the life of the Agreement, the Board will provide health insurance premiums, at no cost to the bargaining unit member.

- C. Employees who elect not to take the health insurance may elect to have the following amount placed in an annuity offered by no more than five (5) mutually agreed upon carriers:

1998-99	\$1600
1999-00	\$1650
2000-01	\$1700

- D. Part-time Employees: Part-time employees who are scheduled to or assigned to work at least one full semester will be eligible for fringe benefits pro-rated according to the amount of time they work, limited to the time they work unless they sign a contract or letter of intent to return to the district the following semester or school year, whichever is applicable.
- E. In the case of husband and wife both teaching in the district, one will take Plan A and one will take Plan B.
- F. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received will be applied by the bargaining unit member toward any non-taxable option. To elect a non-taxable option, the bargaining unit member shall enter into a salary reduction agreement.

The program will become effective at a date not more than ninety (90) calendar days from the date of this agreement. Benefits currently being provided to bargaining unit members shall continue as is until the newly negotiated benefits program is in effect.

All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.

- G. Additional hours beyond the M.A.: Each teacher shall receive additional compensation of \$350 for each ten (10) semester hours earned beyond the M.A. degree. All teachers are eligible.
- H. Graduate Credit Reimbursement

The Board will pay seventy-five dollars (\$75) per hour for classes taken after eighteen (18) semester hours beyond the B.A. or continuing certificate, whichever comes first. These classes must be approved in advance by the Superintendent and must apply to the teacher's present or projected future teaching/administrative assignment. Teachers must receive a minimum grade of "B" to receive reimbursement. The maximum Board contribution (total staff pool) shall be three thousand dollars (\$3,000) each year. All requests for reimbursement of tuition, with proof of successful passing of the class, shall be made in writing to the Superintendent and be submitted not later than June 1st. A tally will be provided, on request, of the total credit hours currently approved for the fiscal year. The payment shall be made to all qualifying requests submitted by June 1st. If requests exceed the three thousand dollar (\$3,000) amount allowed by contract, the total

amount shall be prorated on a credit hour basis by dividing the total hours of credit payment requested into the amount and paying that amount per credit hour to all approved requests. A six (6) semester hour limit per applicant per year will exist.

Any unused graduate credit subsidy mentioned above will be used on a prorata basis to help defray tuition costs of teachers who have less than eighteen (18) semester hours of graduate credit. Teachers must receive a minimum grade of "B" to receive reimbursement. All requests for reimbursement of tuition, with proof of successful passing of the class, shall be made in writing to the Superintendent and be submitted not later than June 1st. The seventy-five dollars (\$75) per semester hour limit will apply for these semester hours. A six (6) semester hour limit per applicant per year will exist.

ARTICLE XX

EARLY RETIREMENT INCENTIVE

The Mesick Consolidated Schools' voluntary severance incentive plan (VSIP) is a plan to assist individuals who are interested in considering retiring from the Mesick Consolidated School District.

Option 1

- A. The year an employee first becomes eligible for full retirement benefits (thirty (30) years with MPSERS, excluding any purchased time, or the school year the employee turns fifty-five (55.) the person must complete the VSIP agreement and release form and the VSIP election form and retire no later than the end of that school year in which the employee becomes eligible. A school year shall be defined as July 1 - June 30. (Note: "Thirty (30) years" means in your thirtieth (30th) year of service, and "turns fifty-five (55)" means in the school year that you turn fifty-five (55).
- B. The year an employee is first eligible he/she shall receive a retirement incentive equal to thirty-five percent (35%) of his/her present regular salary. Regular salary excludes all extra pay for extra duty stipends or payments, and all other salary which is paid in addition to the established salary schedule.
- C. The VSIP payment shall be one lump sum payment no later than thirty (30) calendar days after the employee's last date of employment.
- D. The VSIP payment is in addition to any stipend or payments which may be available to an employee through a negotiated contract covering employees who retire and/or terminate employment with Mesick Consolidated Schools.
- E. If an employee opts not to retire within or by the end of the first school year he/she becomes eligible, then he/she shall relinquish all rights to the VSIP payment for full retirement.

- F. In the event an employee who calculates his/her eligibility for full retirement benefits for the school year and is subsequently notified by the Michigan Public School Employees Retirement System (MPSERS) that he/she is not eligible, then any retirement forms, letters of retirement or any other executed documents pertaining to resignation or retirement will, at the request of the employee, be considered null and void. Said employee shall then be retained by the employer in his/her present employment capacity as if said documents as aforementioned were never in existence.
- G. An employee shall not be required to buy any time into the MPSERS in order to become eligible for the VSIP.
- H. Employees retiring during a school year must notify the employer at least ninety (90) days prior to the date of retirement. Employees retiring at the end of a school year must notify the Employer by June 1st of the year in which they retire.

Option II

Generic Service Credit Purchase: In lieu of any benefits as described in Option I and upon notice of resignation the Board will purchase up to three (3) years of generic service credit (if the teacher qualifies according to MPSERS guidelines) according to the following schedule:

- 25 years of service credit = 3 years
- 26 years of service credit = 3 years
- 27 years of service credit = 3 years
- 28 years of service credit = 2 years
- 29 years of service credit = 1 year

Any tax liability will be borne by the teacher. Any payment made under this section will be made in accordance with MPSERS guidelines.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of August 15, 1998 and shall continue in effect for three (3) years until August 15, 2001. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

Wade L. Sherburne
President

Patricia A. Turik
Secretary

Andrew B. Cook
Chief Negotiator

Penelope K. Baker
Negotiating Team

Ronald D. Ford
Negotiating Team

8/17/98
Date

MESICK EDUCATION ASSOCIATION,
MEA/NEA

Louise A. Haines
President

Carol Boyer
Secretary

Louise A. Haines
Chief Negotiator

Liam A. Fortelle
Negotiating Team

Richard Roman
Negotiating Team

8/17/98
Date

SCHEDULE A

SALARY

Step	1998-99		1999-2000		2000-2001	
	BA	MA	BA	MA	BA	MA
1	27,560	29,226	27,974	29,811	28,393	30,407
2	28,890	30,562	29,323	31,174	29,763	31,797
3	30,413	31,991	30,870	32,631	31,333	33,284
4	31,990	33,677	32,470	34,351	32,957	35,038
5	33,363	35,057	33,863	35,759	34,371	36,474
6	34,757	36,642	35,452	37,742	36,161	38,874
7	36,067	37,966	36,789	39,105	37,524	40,278
8	37,290	39,201	38,036	40,377	38,797	41,588
9	38,713	40,638	39,487	41,857	40,277	43,112
10	40,405	42,346	41,213	43,617	42,038	44,925
11	42,266	44,236	43,534	46,006	44,840	47,846

LONGEVITY

Each teacher who has taught in this school system for fifteen (15) years shall be eligible to receive longevity pay beginning with the sixteenth (16th) year. Each teacher who has taught in this school system for twenty (20) years shall be eligible to receive longevity pay beginning with the twenty-first (21st) year. Each teacher who has taught in this school system for twenty-five (25) years shall be eligible to receive longevity pay beginning with the twenty-sixth (26) year. Longevity shall be paid at the following rates:

Years 16-20	4% of salary	L-1
Years 21-25	4.75% of salary	L-2
Years 26+	5% of salary	L-3

The preceding percentages are not cumulative.

Longevity shall be paid in one lump sum at the end of the school's fiscal year, or computed in with the teacher's regular pay, whichever is chosen by the teacher. Said choice shall be made no later than Teacher Orientation Day at the beginning of each school year.

SCHEDULE B

Experience factor determined as follows:

Seasons coaching in this sport:	** 1st, 2nd	Step 1
	3rd, 4th	Step 2
	5th, 6th	Step 3
	7th, 8th	Step 4
	9th or more	Step 5

FOOTBALL:

Varsity	10%
Varsity Assistant	7%
Junior Varsity	7%
Junior Varsity Assistant	6%
8 th Grade	3.5%
7 th Grade	3.5%

BASKETBALL:

Varsity	10%
Junior Varsity	7%
9th Grade	5%
8th Grade	3.5%
7th Grade	3.5%

VOLLEYBALL:

Varsity	7%
Junior Varsity	5%
Freshman	3.5%
Middle School	3.5%

WRESTLING:

Varsity	7%
Junior Varsity	4%

TRACK:

Boys	7%
Girls	7%
7th/8th Boys	3.5%
7th/8th Girls	3.5%

BASEBALL:

Varsity	7%
Junior Varsity	4%

SOFTBALL:

Varsity	7%
Junior Varsity	4%

CROSS COUNTRY:

Varsity	7%
Middle School	3.5%

GOLF:	7%
CHEERLEADING:	
Football	4%
Basketball	4%
Middle School	3.5%
BAND:	
Marching and Performances	10%
ADVISORS:	
Senior	\$375
Junior	\$350
Sophomore	\$125
Freshman	\$125
REALM ADMINISTRATOR	\$500
PLAY DIRECTOR	\$250
NCA CHAIRMAN	\$350
SCIENCE OLYMPIAD	\$350
NATIONAL HONOR SOCIETY	\$250
YEARBOOK	\$600
STUDENT GOVERNMENT	\$200
MENTOR TEACHER	\$250*
COMPENSATORY HOUR	\$16.50/hr

*(This pay is for volunteering to serve as a mentor teacher for a teacher teaching his/her first year in Mesick Consolidated Schools.)

New assignments may be added. The percentage or fixed rate would be negotiated between the Board and the Association.

**When moving from coaching only J.V. or Varsity Assistant to coaching Varsity in the same sport, experience will be credited as follows:

2 seasons = 1 step

When moving from coaching a Varsity sport to a lower level in the same sport, seasons of experience will be credited.

MESICK CONSOLIDATED SCHOOL 1998-99 CALENDAR

- Aug. 21 Teacher's work day-8:00 a.m. to 12:00 noon
- Aug. 24 Opening Day for Students - Full Day
- Sept. 4 Labor Day Recess - No School
- Sept. 7 Labor Day Recess - No School
- Oct. 14 Staff In-Service - No School
- Oct. 23 1st Marking Period Ends – 42 Days
- Nov. 4 Parent/Teacher Conferences – 4:00 p.m. to 8:00 p.m.
- Nov. 5 Parent/Teacher Conferences – 1:30 p.m. to 8:00 p.m.
(Half day of school for students – noon dismissal)
- Nov. 6 Half Day of School – Noon Dismissal
- Nov. 26 Thanksgiving Break – No School
- Nov. 27 Thanksgiving Break – No School
- Dec. 21 Winter Vacation Begins – No School
- Jan. 4 School Resumes – Regular Schedule
- Jan. 15 Semester Ends – 90 Days
- Feb. 12 Staff In-Service – No School
- Feb. 15 President's Day – No School
- Mar. 19 3rd Marking Period Ends – 43 Days
- Mar. 29 Spring Break Begins – No School
- Apr. 5 School resumes – Regular Schedule
- May 23 Baccalaureate
- May 28 High School Graduation
- May 31 Memorial Day – No School
- June 4 Student's Last Day of School – Half Day for Students with Noon Dismissal
- June 7 Teacher's Record Day – 8:00 a.m. to 12:00 Noon
- June 7 Make-Up Days begin for snow days if needed