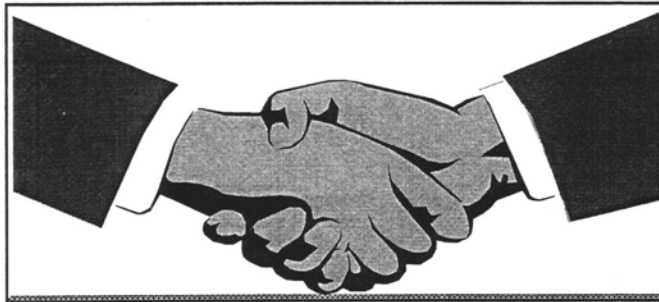


MASTER AGREEMENT



Between

MONTAGUE AREA PUBLIC SCHOOLS

And

**THE MONTAGUE TEACHER'S
EDUCATION ASSOCIATION**

EXPIRES AUGUST 23, 2002

Montague Area Public Schools



INDEX

		PAGE
ARTICLE	I RECOGNITION	1
ARTICLE	II ASSOCIATION/TEACHER RIGHTS	2
ARTICLE	III DISTRICT RIGHTS	3
ARTICLE	IV PROFESSIONAL DUES	3
ARTICLE	V TEACHING DUTIES AND RESPONSIBILITIES	6
ARTICLE	VI TEACHING CONDITIONS	8
ARTICLE	VII RETIREMENT POLICY	10
ARTICLE	VIII POSTINGS, VACANCIES, AND TRANSFERS	10
ARTICLE	IX PAID LEAVES OF ABSENCE	12
ARTICLE	X UNPAID LEAVES OF ABSENCE	13
ARTICLE	XI REDUCTION OF STAFF	14
ARTICLE	XII ACADEMIC FREEDOM	16
ARTICLE	XIII TEACHER EVALUATION	16
ARTICLE	XIV PROFESSIONAL BEHAVIOR	19
ARTICLE	XV PROFESSIONAL IMPROVEMENT	19
ARTICLE	XVI CONTINUITY OF OPERATIONS	21
ARTICLE	XVII TEACHER PROTECTION	22
ARTICLE	XVIII GRIEVANCE PROCEDURE	22
ARTICLE	XIX NEGOTIATIONS PROCEDURES	26

	PAGE
ARTICLE XX EMPLOYEE BENEFITS	27
ARTICLE XXI POLICY RELATING TO SCHEDULE A	30
SCHEDULE A	32
POLICY RELATING TO SCHEDULE B	35
SCHEDULE B	36
SCHEDULE C	42
CALENDARS	45
ARTICLE XXII GENERAL	48
ARTICLE XXIII DURATION OF AGREEMENT	49

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 term "Board" shall include its officers and designated representatives.
- D. 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.
- E. "Permanent Substitute" is defined as any teacher who is employed as a substitute for more than fifteen (15) consecutive days for one teacher. A permanent substitute will be paid the daily rate of the BA Base Schedule. After sixty (60) consecutive working days in the same teaching assignment, a permanent substitute will be eligible for all benefits which the regular staff is offered and shall become a member of the bargaining unit.

ARTICLE II

ASSOCIATION/TEACHER RIGHTS

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

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

ARTICLE II (con't)

- F. Teachers are encouraged to confer and make recommendations to their immediate supervisors on all aspects of the educational process. When the supervisor receives a recommendation or proposal the teacher may schedule a meeting, if requested, to discuss the matter with individuals submitting such recommendations.
- G. Tenure shall not accrue in non-classroom positions within the bargaining unit. Counselors or the librarian in full-time positions during the 1986-87 school year shall be excluded from this section.

ARTICLE III

DISTRICT RIGHTS

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

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

ARTICLE IV

PROFESSIONAL DUES

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

ARTICLE IV (con't)

- 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.
 - (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.

ARTICLE IV (Con't)

4. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to nonmembers, along with other required information, may not be available and transmitted to nonmembers until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated upon expiration of the objection period for nonmembers of the fee that given school year.
 5. The Association will certify at least annually to the district, fifteen (15) days prior to the date of the first payroll deduction for professional or service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. It is expressly agreed that the District shall have no obligation to make involuntary deduction of service fees under this section until such time as the Association shall furnish the District with verification that the Association's Objections to Political-Ideological Expenditures--Administrative Procedures have been approved by the court of record in Lenhert v Ferris Faculty Association--MEA/NEA, 643 F Supp 1306 (WD Mich, 1986). Further, the Association promptly agrees to notify the District of any future litigation where an order has been issued preventing the Association from implementing its "Objections to Political-Ideological Expenditures--Administrative Procedures" or any successor procedures pertaining to the same subject matter. In such event, the District shall have the right to suspend the involuntary wage deduction procedures specified herein for non-Association bargaining unit members.
 6. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purposes of complying with the Association security/agency shop provision of this article. The Association shall, when the Board is sued individually or jointly make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Educations Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association security/agency shop article provisions under this article.
- C. The 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 workstations 20 minutes before classes begin and remain a reasonable time after school.
- B. During the 1999-2000 school year, teachers shall work 188 days, with the exception of first year teachers who shall work 189 days. At least 183 of these days shall be student days. During the 2000-01 school year, teachers shall work 188 days, with the exception of first year teachers who shall work 189 days. In 1997-1998 a professional development day shall be added to the calendar for all teachers.
- C. The Board shall give each teacher a duty-free lunch period of at least one-half (1/2) hour. Conference and planning time shall be in addition to the 30-minute duty-free lunch period.
- D. Teachers recognize that certain additional activities are an integral part of the instructional program and exist for the benefit of the students. Such duties and responsibilities include but are not limited to:
1. Careful preparation of lesson plans. Normally, preparations will be made outside of hours when teachers are meeting with students.
 2. School administrators may have up to three (3) regular staff meetings per month. The administration shall give careful consideration to advanced notice of at least two (2) days whenever possible. In the event of a valid emergency an additional meeting(s) may be called which staff members shall attend.
 3. Teacher assignments for participation in such activities as open houses, OPC or PTAB meetings, rallies, musical, social and other after-school and evening events shall in most cases be serving functions in their own grade level areas, i.e. K-5, 6-8, 9-12. All teachers shall share the responsibility to cover these activities. Teachers will be given the opportunity to volunteer for activities in which they have a particular interest. Supervisors shall assign after school or evening activities as equally as possible to those teachers who do not volunteer for an activity. Teachers who are ill on the day of an activity for which they have been assigned or for which they have volunteered shall cover another activity for the one they missed as agreed between the supervisor and teacher.

ARTICLE V (Con't)

- 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 building having a common planning period. Compensation for the services referred to in this paragraph shall be at the rate of \$15.00 per hour. In the event that a teacher is asked, or required, to cover the responsibilities of fellow teachers (cover an hour for a teacher who must be gone for that hour) the teacher who provides the substitute service shall be given the option of receiving \$15.00 per hour for each hour covered, or 1 hour compensatory time in lieu of wages. Upon accumulating five hours of compensatory time the teacher shall be accorded one (1) compensatory leave day. Compensatory days shall be considered as personal days and are subject to the same restrictions as defined in Article IX, paragraph 3. Any days or parts of days granted as compensatory personal leave days shall not be eligible when calculating severance pay nor may they accumulate from one year to the next. Compensatory time not used prior to the end of May shall be paid at the regular sub rate. It is understood that "one hour" is equal to one scheduled class period.

ARTICLE V (Con't)

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

ARTICLE VI

TEACHING CONDITIONS

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

ARTICLE VI (con't)

- b. Based upon these factors, the principal shall determine the legitimacy of the teacher's concerns and possible alternatives to resolve the matter.
- c. In the event that the teacher is not satisfied with the principal's suggestion, the teacher may request within five (5) days, a review of the dispute by the Superintendent or the 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 they so desire.
- 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 the designee shall be convened. The committee shall propose a resolution of the dispute.
- e. The Superintendent may accept or reject the committees proposed resolution. The Superintendent shall notify the teacher and committee of the 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.

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.

ARTICLE VI (con't)

- H. Under no conditions shall a teacher be required to drive a school bus as part of their 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 as defined by the Public School Employees Retirement System. The Board shall have no obligation to make additional contributions on behalf of the employee to the Member Investment Plan fund (MIP) created by PA 91 of 1985. Any contributions beyond the BASIC level stated above are the sole financial responsibility of the teacher." To avoid classroom disruption, teachers are encouraged to retire only at the end of a school year.

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 the designee.

ARTICLE VIII (con't)

- 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 their supervisor, setting forth the reason for such transfer request, and outlining their 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.

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 the teacher 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 their 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, one of which will be unrestricted. Such days will not accumulate from year to year. A teacher planning to use a personal leave day shall notify their 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 the teacher 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.
- 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 the 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.

ARTICLE IX (con't)

- E. **Jury Duty:** A teacher receiving notification of jury duty or who is subpoenaed as a witness shall immediately notify their immediate supervisor. The supervisor may seek relief from duty if in their 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 the teacher's regular salary.
- F. **Association Leave:** At the beginning of each school year the Association will be credited with ten (10) days to be used by the teachers who are officers or agents of the Association. The Association will pay for substitute wages for usage beyond three (3) days. The Association agrees to notify the Board no less than forty-eight hours in advance of taking such leave.
- G. **Termination of Employment:** If a teacher terminates employment during a school year, the leave days shall be prorated to the teacher's 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 the Superintendent's designee in writing of the date of their intended return to work. Said notification shall be no later than ninety (90) days prior to the date of the teachers return. If a teacher fails to return to work after being assigned a position, they 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 them.
- 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 their teaching duties. When child-care leave is granted an acceptable return date will be indicated.

ARTICLE X (con't)

- 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 their 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 they petition the State Board of Education for nullification or limitation of their certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

ARTICLE XI (con't)

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 they do 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, they shall be considered resigned. The teacher must at all times keep the Board informed in writing of their current address.

- F. No new teachers shall be employed by the Board to fill specific positions for which there are certified and qualified teachers of the District who are laid off or have less than a full time assignment.
- G. Seniority rights shall be lost by the teacher if the teacher does not notify the Superintendent within fifteen (15) calendar days after receipt of notification that they 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.

ARTICLE XI (con't)

- 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. In accordance with Michigan Revised School Code 380.1526, mentor teachers shall be assigned to probationary teachers during the period of their probationary status. Mentor teachers shall fulfill the following responsibilities:

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

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

ARTICLE XIII (con't)

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

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

Compensation shall be provided in Schedule B.

- C. The Board of Education recognizes that staff evaluation is an essential aspect of the work of its administrators. Therefore, the Board agrees to encourage its administrators to keep up to date on evaluation techniques through participation in professional development activities dealing with evaluation.
- D. It is recognized and agreed by both parties that building principals are primarily responsible for the evaluation of teachers and must complete at least half of the observations of any individual teacher. At the direction of the principal, the assistant principal(s) may conduct observations of teachers as part of the evaluation process. In addition, if mutually agreed to by the teacher involved, district level administrators who have held instructional certification may assist by conducting observations.

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

- E. The purpose of the evaluation process is improved teaching effectiveness. To that end it is agreed that a pre-conference will be held with each teacher prior to an official formal observation in that teacher's classroom. Further, it is agreed that observations made during informal visits in a classroom may become part of the formal observation report if the topic of the informal visitation has been documented and called to the teacher's attention.
- F.
 - 1. All tenured teachers shall be evaluated no less than once every three years which shall include a minimum of two (2) observations with a written summary performance assessment and up to three (3) mutually agreed to professional growth goals.
 - 2. Probationary teachers shall be evaluated annually and observed no less than twice each semester with one (1) written summary performance assessment for each semester. An Individual Development Plan shall be completed with the final assessment.
- G. The Board of Education and Association recognize the need to follow current law for the purpose of scheduling teacher evaluations. Thus, the evaluation schedule outlined below will be followed for the duration of this contract:

ARTICLE XIII (con't)

Formal Observations for Probationary Teachers

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

Formal Observations for Tenured Teachers

One observation per semester at a mutually agreed upon date and time. However, the first observation may not occur during the first thirty (30) calendar days of the school year.

The following procedure shall be used for observations:

Pre-observation Conference	Completed no more than two (2) days prior to the initial observation.
Observation	Should be one instructional period in duration. For elementary school teachers an observation may be no less than thirty (30) minutes.
Post-observation Conference	Post observation response to the teacher is to be completed no more than five (5) days after the observation. The conference is required to include a written appraisal document.

- H. Complaints made against a teacher by any parent, student, or other person shall not be incorporated into the teacher's file unless the teacher has been informed.
- I. Each formal observation shall be for the duration of a particular class activity or for a minimum of thirty (30) minutes except when the administrator is called away. Anecdotal records of an administrator's classroom observation may be included in the evaluation process with the teacher's knowledge.
- J. Written evaluations shall be discussed with each teacher before being placed in the teacher's permanent file. Each teacher shall have the right to attach a separate comment sheet to the evaluation if they so desire. A teacher's comments must be attached within ten (10) working days of receipt of evaluation. Thereafter the evaluation shall be considered final and conclusive.
- K. A teacher signature on material placed in the teacher's file shall indicate only the awareness of the material, not necessarily agreement.

ARTICLE XIII (con't)

- L. 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 teacher and their representatives. No action shall be taken until the requested Association representative is given an opportunity to be present, provided this does not exceed three (3) working days.
- C. Reprimands shall take place within twenty (20) working days after the occurrence giving rise to the reprimand becomes known.

ARTICLE XV

PROFESSIONAL IMPROVEMENT

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

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

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

ARTICLE XV (con't)

- 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:
 - 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.

ARTICLE XV (con't)

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

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

ARTICLE XVI

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. A comprehensive Grievance Procedure removes the basic cause of work interruptions. Therefore the Association agrees that it will not, during the period of the Agreement, directly or indirectly, engage in, or assist in any strike which is illegal or the result of a dispute over any issue subject to the grievance procedure.
- B. The Board agrees that it will not, during the period of the Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God or a labor dispute with employees outside of the bargaining unit and nothing shall require teachers to report for work in such circumstances.
 1. On days when school is not operating at full capacity due to acts of God, teachers prevented from attendance due to the acts of God shall not lose any days from their paid leave days as described in Section A of Article IX. However, the teacher shall notify their supervisor within two hours of the reporting time or forfeit relief granted in this Section.

ARTICLE XVI (con't)

2. If days need to be made up in order to receive full state financial support, all days will be added to the end of the year. If an individual building is required to add minutes, they will be added to the end of the year unless mutually agreed to by the association and the administration. If additional days are added to the calendar the scheduled "teacher"/"records" day shall be moved accordingly.

ARTICLE XVII

TEACHER PROTECTION

- A. Conduct of students is determined by board Policy, and in enforcing these rules and policies, the Administration and Board will support efforts of the Faculty. While the administration bears the primary responsibility for setting the overall student environment in each building, both parties recognize that each teacher is also responsible for discipline in the classroom and other school related environments.
- B. Any case of assault upon a teacher shall be promptly reported to the Administration. The teacher shall provide a written report of such incidents immediately following the event. Subject to the limits of the legal liability insurance provided by the Board, the Board will provide legal counsel to advise the teacher of their 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.

ARTICLE XVIII (con't)

- C. The time limits provided in this Article shall be strictly observed. Failure of the grievant or the Association to move the grievance to the next step in a timely fashion shall indicate the grievance has been satisfied and/or waived. Time constraints may be extended by written agreement of the parties. For the purposes of this Article, unless otherwise indicated, "days" shall be days when the administration offices are open. Day 1 shall commence at 12:01 a.m. of the day immediately following the action initiating time constraints and shall conclude at the next midnight. Subsequent days shall be computed in like manner.
- D. If a teacher or the Association does not file a grievance in writing with the principal or other designated Board representative within twenty five (25) days after the occurrence giving rise to the grievance, then the grievance shall be considered waived.
- E. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
1. The termination of services of, or failure to re-employ any probationary teacher.
 2. The placing of a non-tenure teacher on an additional period of probation.
 3. Any claim or complaint for which there is another required procedure or forum established by law or by regulation having the force of law.
 4. Class size.
- F. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of their 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 they presently have, 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.

ARTICLE XVIII (con't)

- 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 their 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 the designee shall meet with the Association and/or the grievant at the request of either party and shall indicate their disposition of the grievance in writing within three (3) days of such meeting or eight (8) days of the receipt and shall furnish a copy thereof to the Association.

STEP III:

- A. If the Association or the grievant is not satisfied with the disposition of the grievance by the Superintendent or the 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.

ARTICLE XVIII (con't)

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, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern proceedings.

STEP IV:

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

ARTICLE XIX

NEGOTIATIONS PROCEDURES

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

ARTICLE XX

EMPLOYEE BENEFITS

A. Insurance coverage

The Employer shall provide 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 their entire family. The Employer shall sign an Employer participation agreement. Effective July 1, 1999, for the 1999-2000 fiscal year only, the Employer shall contribute up to 112% of the 1998-99 premium of the costs for the Pak Plan A or B. If the cost of the insurance coverage exceeds the limits above, the difference in monthly premiums will be paid by the teacher through payroll deductions.

Thereafter, and for the remaining years of this contract (2000-01 and 2001-02) the cap on premiums will be removed.

Plan A (For employees electing health insurance)

Health: Super Care 1
(Includes \$5,000 AD&D Basic Term Life)
Co-Pay for prescription medications \$5.00

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 (con't)

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 they have 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 they have 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. 1. "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."
- 2. The district will create an insurance group for retirees under the following provisions:
 - a. The retiree must have been employed by MAPS for a minimum of 15 years.
 - b. The retiree must declare the intent to purchase Super Care I coverage thirty (30) days prior to the lapse of coverage as an employee.

ARTICLE XX (con't)

- c. The severance payment provided under Article XX, Section C may be used to pay the premium until the amount of the severance payment has been depleted. Thereafter, the retiree assumes direct responsibility for all payments under the plan.
- d. The retiree will be eligible for coverage under this provision only as long as six (6) month premium payments are made by September 1st and March 1st of each school year, and until the retiree becomes eligible for Medicare.
- e. Any lapse in policy payments will result in cancellation of participation in the plan with no option for reinstatement.

D. Personal auto mileage shall be reimbursed at the IRS rate.

E. Cafeteria options shall include MEA Financial Services and those carriers currently identified by the district. If a carrier remains inactive (no member participation) for more than two years that carrier may be removed if the association is notified. MEAFS will be exempt from the removal clause.

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

SCHEDULES

A, B & C

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 the 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 hirees.

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

ARTICLE XXI (con't)

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

Step	Index	Non Deg	Per Diem	BA	Per Diem	BA+20	Per Diem	MA	Per Diem	MA+30	Per Diem
0.0	1.0000	29,264	157	30,804	166	0	0	33,730	181	35,270	190
.5	1.0266	30,042	162	31,623	170	0	0	34,627	186	36,209	195
1.0	1.0532	30,820	166	32,443	174	0	0	35,525	191	37,147	200
1.5	1.0798	31,599	170	33,262	179	0	0	36,422	196	38,085	205
2.0	1.1064	32,377	174	34,081	183	0	0	37,319	201	39,023	210
2.5	1.1330	33,156	178	34,901	188	0	0	38,216	205	39,961	215
3.0	1.1596	33,934	182	35,720	192	0	0	39,114	210	40,900	220
3.5	1.1862	34,713	187	36,540	196	0	0	40,011	215	41,838	225
4.0	1.2128	35,491	191	37,359	201	0	0	40,908	220	42,776	230
4.5	1.2394	36,269	195	38,178	205	0	0	41,805	225	43,714	235
5.0	1.2660	37,048	199	38,998	210	0	0	42,702	230	44,652	240
5.5	1.2926	37,826	203	39,817	214	0	0	43,600	234	45,591	245
6.0	1.3192	38,605	208	40,636	218	0	0	44,497	239	46,529	250
6.5	1.3458	39,383	212	41,456	223	0	0	45,394	244	47,467	255
7.0	1.3724	40,161	216	42,275	227	0	0	46,291	249	48,405	260
7.5	1.3990	40,940	220	43,095	232	0	0	47,189	254	49,343	265
8.0	1.4256	41,718	224	43,914	236	0	0	48,086	259	50,281	270
8.5	1.4522	42,497	228	44,733	241	0	0	48,983	263	51,220	275
9.0	1.4788	43,275	233	45,552	245	0	0	49,883	268	52,160	280
9.5	1.5054	44,053	237	46,372	249	0	0	50,777	273	53,096	285
10.0	1.5320	44,832	241	47,191	254	0	0	51,675	278	54,034	291
10.5	1.5586	45,610	245	48,011	258	0	0	52,572	283	54,972	296
11.0	1.5852	46,389	249	48,830	263	51,028	274	53,469	287	55,911	301

3.50%

Schedule A 2000-2001
Includes 57 hour increase in the calendar

Step	Index	Non Deg	Per Diem	BA	Per Diem	BA+20	Per Diem	MA	Per Diem	MA+30	Per Diem
0.0	1.0000	30,288	163	31,882	171	0	0	34,911	188	36,505	196
.5	1.0266	31,094	167	32,730	176	0	0	35,839	193	37,476	201
1.0	1.0532	31,899	172	33,578	181	0	0	36,768	198	38,447	207
1.5	1.0798	32,705	176	34,426	185	0	0	37,697	203	39,418	212
2.0	1.1064	33,511	180	35,274	190	0	0	38,625	208	40,389	217
2.5	1.1330	34,316	184	36,122	194	0	0	39,554	213	41,360	222
3.0	1.1596	35,122	189	36,970	199	0	0	40,483	218	42,331	228
3.5	1.1862	35,928	193	37,818	203	0	0	41,411	223	43,302	233
4.0	1.2128	36,733	197	38,666	208	0	0	42,340	228	44,273	238
4.5	1.2394	37,539	202	39,515	212	0	0	43,268	233	45,244	243
5.0	1.2660	38,344	206	40,363	217	0	0	44,197	238	46,215	248
5.5	1.2926	39,150	210	41,211	222	0	0	45,126	243	47,186	254
6.0	1.3192	39,956	215	42,059	226	0	0	46,054	248	48,157	259
6.5	1.3458	40,761	219	42,907	231	0	0	46,983	253	49,128	264
7.0	1.3724	41,567	223	43,755	235	0	0	47,912	258	50,099	269
7.5	1.3990	42,373	228	44,603	240	0	0	48,840	263	51,070	275
8.0	1.4256	43,178	232	45,451	244	0	0	49,769	268	52,041	280
8.5	1.4522	43,984	236	46,299	249	0	0	50,697	273	53,012	285
9.0	1.4788	44,766	241	47,122	253	0	0	51,598	277	53,954	290
9.5	1.5054	45,595	245	47,995	258	0	0	52,555	283	54,954	295
10.0	1.5320	46,401	249	48,843	263	0	0	53,483	288	55,925	301
10.5	1.5586	47,207	254	49,691	267	0	0	54,412	293	56,897	306
11.0	1.5852	48,012	258	50,539	272	52,814	284	55,341	298	57,868	311

Step	Index	Non Deg	Per Diem	BA	Per Diem	BA+20	Per Diem	MA	Per Diem	MA+30	Per Diem
0.0	1.0000	30,969	167	32,599	175	0	0	35,696	192	37,326	201
.5	1.0266	31,793	171	33,466	180	0	0	36,645	197	38,319	206
1.0	1.0532	32,617	175	34,333	185	0	0	37,595	202	39,312	211
1.5	1.0798	33,440	180	35,200	189	0	0	38,544	207	40,304	217
2.0	1.1064	34,264	184	36,068	194	0	0	39,494	212	41,297	222
2.5	1.1330	35,088	189	36,935	199	0	0	40,443	217	42,290	227
3.0	1.1596	35,912	193	37,802	203	0	0	41,393	223	43,283	233
3.5	1.1862	36,735	198	38,669	208	0	0	42,342	228	44,276	238
4.0	1.2128	37,559	202	39,536	213	0	0	43,292	233	45,269	243
4.5	1.2394	38,383	206	40,403	217	0	0	44,242	238	46,262	249
5.0	1.2660	39,207	211	41,270	222	0	0	45,191	243	47,255	254
5.5	1.2926	40,031	215	42,137	227	0	0	46,141	248	48,247	259
6.0	1.3192	40,854	220	43,005	231	0	0	47,090	253	49,240	265
6.5	1.3458	41,678	224	43,872	236	0	0	48,040	258	50,233	270
7.0	1.3724	42,502	229	44,739	241	0	0	48,989	263	51,226	275
7.5	1.3990	43,326	233	45,606	245	0	0	49,939	268	52,219	281
8.0	1.4256	44,149	237	46,473	250	0	0	50,888	274	53,212	286
8.5	1.4522	44,973	242	47,340	255	0	0	51,838	279	54,205	291
9.0	1.4788	45,797	246	48,207	259	0	0	52,787	284	55,198	297
9.5	1.5054	46,621	251	49,075	264	0	0	53,737	289	56,191	302
10.0	1.5320	47,445	255	49,942	269	0	0	54,686	294	57,183	307
10.5	1.5586	48,268	260	50,809	273	0	0	55,636	299	58,176	313
11.0	1.5852	49,092	264	51,676	278	54,001	290	56,585	304	59,169	318

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 the superintendent's 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.

1999-2000
MONTAGUE HIGH SCHOOL - SCHEDULE B

Steps	1		2		3		4		5	
	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Var Ftbll/BB	14.0	4313	14.5	4467	15.0	4621	15.5	4775	16.0	4929
Asst Ftbll/BB	9.0	2772	9.5	2926	10.0	3080	10.5	3234	11.0	3388
Freshman BB	7.0	2156	7.5	2310	8.0	2464	8.5	2618	9.0	2772
Soccer	9.0	2772	9.5	2926	10.0	3080	10.5	3234	11.0	3388
Asst Soccer	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Wrestling HC	9.0	2772	9.5	2926	10.0	3080	10.5	3234	11.0	3388
Asst Wrestling	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Var Base/Softball	9.0	2772	9.5	2926	10.0	3080	10.5	3234	11.0	3388
Asst Base/Softball	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Track HC	9.0	2772	9.5	2926	10.0	3080	10.5	3234	11.0	3388
Asst Track	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Cross Country	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Tennis	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Golf	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Volleyball HC	9.0	2772	9.5	2926	10.0	3080	10.5	3234	11.0	3388
Asst Volleyball	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Freshman Volleyball	4.0	1232	4.5	1386	5.0	1540	5.5	1694	6.0	1848
Band	11.0	3388	11.5	3542	12.0	3696	12.5	3851	13.0	4005
Chorus	7.5	2310	8.0	2464	8.5	2618	9.0	2772	9.5	2926
Cheerleading FB	9.0	2772	9.5	2926	10.0	3080	10.5	3234	11.0	3388
Cheerleading BB	9.0	2772	9.5	2926	10.0	3080	10.5	3234	11.0	3388
Cheerlead JV BB	6.0	1848	6.5	2002	7.0	2156	7.5	2310	8.0	2464
Yearbook-with class	3.0	924	3.5	1078	4.0	1232	4.5	1386	5.0	1540
Yearbook w/o class	8.0	2464	8.5	2618	9.0	2772	9.5	2926	10.0	3080
Drama Club - no class	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Prom Advisor	1.0	308	1.5	462	2.0	616	2.5	770	3.0	924
Student Senate	3.0	924	3.5	1078	4.0	1232	4.5	1386	5.0	1540
Sen Class Advisor	1.0	308	1.5	462	2.0	616	2.5	770	3.0	924
Jun Class Advisor	0.5	154	1.0	308	1.5	462				
Debate/Forensics	7.0	2156	7.5	2310	8.0	2464	8.5	2618	9.0	2772
Academic Award	1.0	308								
NHS	2.5	770	3.0	924	3.5	1078	4.0	1232	4.5	1386
Journalism	2.0	616	2.5	770	3.0	924	3.5	1078	4.0	1232
Summer Ag	7.0	2156	7.5	2310	8.0	2464	8.5	2618	9.0	2772
FFA School Year	7.0	2156	7.5	2310	8.0	2464	8.5	2618	9.0	2772
DECA	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Science Olympics	2.3	708								
Close Up	2.5	770								
Mentor - 1st Year Prob.	1.0	308								
Mentor - 2nd Year Prob.	0.5	154								

**1999-2000
NBC MIDDLE SCHOOL
SCHEDULE B**

Steps	1		2		3		4		5	
	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Track HC	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Asst Track	4.0	1232	4.5	1386	5.0	1540	5.5	1694	6.0	1848
Basketball 7&8	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Wrestling	4.0	1232	4.5	1386	5.0	1540	5.5	1694	6.0	1848
Volleyball 7&8	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Intramurals	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Band	5.0	1540	5.5	1694	6.0	1848	6.5	2002	7.0	2156
Asst. Band	1.5	462	2.0	616	2.5	770	3.0	924	3.5	1078
Chorus	2.0	616	2.5	770	3.0	924	3.5	1078	4.0	1232
Student Council	1.0	308	1.5	462	2.0	616	2.5	770	3.0	924
Student Activities	2.0	616	2.5	770	3.0	924	3.5	1078	4.0	1232
Cheerleading Winter	2.5	770	3.0	924	3.5	1078	4.0	1232	4.5	1386
Yearbook	1.0	308	1.5	462	2.0	616	2.5	770	3.0	924
Science Olympics	2.3	708								
Mentor - 1st Year Prob.	1.0	308								
Mentor - 2nd Year Prob.	0.5	154								
Mentor - 3rd Year Prob.	0.25	77								

**1999-2000
RRO ELEMENTARY SCHOOL**

Steps	1		2		3		4		5	
	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Elem Vocal	1.0	308	1.5	462	2.0	616	2.5	770	3.0	924
Grade Level Coordinators	1.0	308	1.5	462	2.0	616				
Mentor - 1st Year Prob.	1.0	308								
Mentor - 2nd Year Prob.	0.5	154								
Mentor - 3rd Year Prob.	0.25	77								

OTHER:

RESEARCH AND DEVELOPMENT	.00058 OF BASE	\$17.87
SCOREKEEPER-BOOKKEEPER-TIMER	.00050 OF BASE	\$15.40
DRIVER EDUCATION	.00058 OF BASE	\$17.87

2000-2001
MONTAGUE HIGH SCHOOL - SCHEDULE B

Steps	1		2		3		4		5	
	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Var Ftbll/BB	14.0	4463	14.5	4623	15.0	4782	15.5	4942	16.0	5101
Asst Ftbll/BB	9.0	2869	9.5	3029	10.0	3188	10.5	3348	11.0	3507
Freshman BB	7.0	2232	7.5	2391	8.0	2551	8.5	2710	9.0	2869
Soccer	9.0	2869	9.5	3029	10.0	3188	10.5	3348	11.0	3507
Asst Soccer	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Wrestling HC	9.0	2869	9.5	3029	10.0	3188	10.5	3348	11.0	3507
Asst Wrestling	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Var Base/Softball	9.0	2869	9.5	3029	10.0	3188	10.5	3348	11.0	3507
Asst Base/Softball	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Track HC	9.0	2869	9.5	3029	10.0	3188	10.5	3348	11.0	3507
Asst Track	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Cross Country	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Tennis	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Golf	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Volleyball HC	9.0	2869	9.5	3029	10.0	3188	10.5	3348	11.0	3507
Asst Volleyball	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Freshman Volleyball	4.0	1275	4.5	1435	5.0	1594	5.5	1754	6.0	1913
Band	11.0	3507	11.5	3666	12.0	3826	12.5	3985	13.0	4145
Chorus	7.5	2391	8.0	2551	8.5	2710	9.0	2869	9.5	3029
Cheerleading FB	9.0	2869	9.5	3029	10.0	3188	10.5	3348	11.0	3507
Cheerleading BB	9.0	2869	9.5	3029	10.0	3188	10.5	3348	11.0	3507
Cheerlead JV BB	6.0	1913	6.5	2072	7.0	2232	7.5	2391	8.0	2551
Yearbook-with class	3.0	956	3.5	1116	4.0	1275	4.5	1435	5.0	1594
Yearbook w/o class	8.0	2551	8.5	2710	9.0	2869	9.5	3029	10.0	3188
Drama Club - no class	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Prom Advisor	1.0	319	1.5	478	2.0	638	2.5	797	3.0	956
Student Senate	3.0	956	3.5	1116	4.0	1275	4.5	1435	5.0	1594
Sen Class Advisor	1.0	319	1.5	478	2.0	638	2.5	797	3.0	956
Jun Class Advisor	0.5	159	1.0	319	1.5	478				
Debate/Forensics	7.0	2232	7.5	2391	8.0	2551	8.5	2710	9.0	2869
Academic Award	1.0	319								
NHS	2.5	797	3.0	956	3.5	1116	4.0	1275	4.5	1435
Journalism	2.0	638	2.5	797	3.0	956	3.5	1116	4.0	1275
Summer Ag	7.0	2232	7.5	2391	8.0	2551	8.5	2710	9.0	2869
FFA School Year	7.0	2232	7.5	2391	8.0	2551	8.5	2710	9.0	2869
DECA	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Science Olympics	2.3	733								
Close Up	2.5	797								
Mentor - 1st Year Prob.	1.0	319								

2000-2001
NBC MIDDLE SCHOOL
SCHEDULE B

Steps	1		2		3		4		5	
	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Track HC	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Asst Track	4.0	1275	4.5	1435	5.0	1594	5.5	1754	6.0	1913
Basketball 7&8	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Wrestling	4.0	1275	4.5	1435	5.0	1594	5.5	1754	6.0	1913
Volleyball 7&8	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Intramurals	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Band	5.0	1594	5.5	1754	6.0	1913	6.5	2072	7.0	2232
Asst. Band	1.5	478	2.0	638	2.5	797	3.0	956	3.5	1116
Chorus	2.0	638	2.5	797	3.0	956	3.5	1116	4.0	1275
Student Council	1.0	319	1.5	478	2.0	638	2.5	797	3.0	956
Student Activities	2.0	638	2.5	797	3.0	956	3.5	1116	4.0	1275
Cheerleading Winter	2.5	797	3.0	956	3.5	1116	4.0	1275	4.5	1435
Yearbook	1.0	319	1.5	478	2.0	638	2.5	797	3.0	956
Science Olympics	2.3	733								
Mentor - 1st Year Prob.	1.0	319								
Mentor - 2nd Year Prob.	0.5	159								
Mentor - 3rd Year Prob.	0.25	80								

2000-2001
RRO ELEMENTARY SCHOOL

Steps	1		2		3		4		5	
	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Elem Vocal	1.0	319	1.5	478	2.0	638	2.5	797	3.0	956
Grade Level Coordinators	1.0	319	1.5	478	2.0	638				
Mentor - 1st Year Prob.	1.0	319								
Mentor - 2nd Year Prob.	0.5	159								
Mentor - 3rd Year Prob.	0.25	80								

OTHER:

RESEARCH AND DEVELOPMENT	.00058 OF BASE	\$18.49
SCOREKEEPER-BOOKKEEPER-TIMER	.00050 OF BASE	\$15.94
DRIVER EDUCATION	.00058 OF BASE	\$18.49

2001-2002
MONTAGUE HIGH SCHOOL - SCHEDULE B

Steps	1		2		3		4		5	
	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Var Ftbll/BB	14.0	4564	14.5	4727	15.0	4890	15.5	5053	16.0	5216
Asst Ftbll/BB	9.0	2934	9.5	3097	10.0	3260	10.5	3423	11.0	3586
Freshman BB	7.0	2282	7.5	2445	8.0	2608	8.5	2771	9.0	2934
Soccer	9.0	2934	9.5	3097	10.0	3260	10.5	3423	11.0	3586
Asst Soccer	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Wrestling HC	9.0	2934	9.5	3097	10.0	3260	10.5	3423	11.0	3586
Asst Wrestling	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Var Base/Softball	9.0	2934	9.5	3097	10.0	3260	10.5	3423	11.0	3586
Asst Base/Softball	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Track HC	9.0	2934	9.5	3097	10.0	3260	10.5	3423	11.0	3586
Asst Track	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Cross Country	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Tennis	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Golf	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Volleyball HC	9.0	2934	9.5	3097	10.0	3260	10.5	3423	11.0	3586
Asst Volleyball	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Freshman Volleyball	4.0	1304	4.5	1467	5.0	1630	5.5	1793	6.0	1956
Band	11.0	3586	11.5	3749	12.0	3912	12.5	4075	13.0	4238
Chorus	7.5	2445	8.0	2608	8.5	2771	9.0	2934	9.5	3097
Cheerleading FB	9.0	2934	9.5	3097	10.0	3260	10.5	3423	11.0	3586
Cheerleading BB	9.0	2934	9.5	3097	10.0	3260	10.5	3423	11.0	3586
Cheerlead JV BB	6.0	1956	6.5	2119	7.0	2282	7.5	2445	8.0	2608
Yearbook-with class	3.0	978	3.5	1141	4.0	1304	4.5	1467	5.0	1630
Yearbook w/o class	8.0	2608	8.5	2771	9.0	2934	9.5	3097	10.0	3260
Drama Club - no class	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Prom Advisor	1.0	326	1.5	489	2.0	652	2.5	815	3.0	978
Student Senate	3.0	978	3.5	1141	4.0	1304	4.5	1467	5.0	1630
Sen Class Advisor	1.0	326	1.5	489	2.0	652	2.5	815	3.0	978
Jun Class Advisor	0.5	163	1.0	326	1.5	489				
Debate/Forensics	7.0	2282	7.5	2445	8.0	2608	8.5	2771	9.0	2934
Academic Award	1.0	326								
NHS	2.5	815	3.0	978	3.5	1141	4.0	1304	4.5	1467
Journalism	2.0	652	2.5	815	3.0	978	3.5	1141	4.0	1304
Summer Ag	7.0	2282	7.5	2445	8.0	2608	8.5	2771	9.0	2934
FFA School Year	7.0	2282	7.5	2445	8.0	2608	8.5	2771	9.0	2934
DECA	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Science Olympics	2.3	750								
Close Up	2.5	815								
Mentor - 1st Year Prob.	1.0	326								
Mentor - 2nd Year Prob.	0.5	163								
Mentor - 3rd Year Prob.	0.25	81								

**2001-2002
NBC MIDDLE SCHOOL
SCHEDULE B**

Steps		1		2		3		4		5
	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Track HC	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Asst Track	4.0	1304	4.5	1467	5.0	1630	5.5	1793	6.0	1956
Basketball 7&8	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Wrestling	4.0	1304	4.5	1467	5.0	1630	5.5	1793	6.0	1956
Volleyball 7&8	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Intramurals	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Band	5.0	1630	5.5	1793	6.0	1956	6.5	2119	7.0	2282
Asst. Band	1.5	489	2.0	652	2.5	815	3.0	978	3.5	1141
Chorus	2.0	652	2.5	815	3.0	978	3.5	1141	4.0	1304
Student Council	1.0	326	1.5	489	2.0	652	2.5	815	3.0	978
Student Activities	2.0	652	2.5	815	3.0	978	3.5	1141	4.0	1304
Cheerleading Winter	2.5	815	3.0	978	3.5	1141	4.0	1304	4.5	1467
Yearbook	1.0	326	1.5	489	2.0	652	2.5	815	3.0	978
Science Olympics	2.3	750								
Mentor - 1st Year Prob.	1.0	326								
Mentor - 2nd Year Prob.	0.5	163								
Mentor - 3rd Year Prob.	0.25	81								

**2001-2002
RRO ELEMENTARY SCHOOL**

Steps		1		2		3		4		5
	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Elem Vocal	1.0	326	1.5	489	2.0	652	2.5	815	3.0	978
Grade Level Coordinators	1.0	326	1.5	489	2.0	652				
Mentor - 1st Year Prob.	1.0	326								
Mentor - 2nd Year Prob.	0.5	163								
Mentor - 3rd Year Prob.	0.25	81								

OTHER:

RESEARCH AND DEVELOPMENT	.00058 OF BASE	\$18.91
SCOREKEEPER-BOOKKEEPER-TIMER	.00050 OF BASE	\$16.30
DRIVER EDUCATION	.00058 OF BASE	\$18.91

**Schedule C - Longevity Supplement to Schedule
1999-2000**

Level I	A minimum of 15 years of service to MAPS through 19 years of service @ 1% of Base	308
Level II	20 - 24 years of service @ 2.5% of Base	770
Level III	25 - 29 years of service @ 3.5% of Base	1078
Level IV	30 or more years of service @ 4% of Base	1232

Members may elect from the following methods of payment for longevity.

- 1. Divided equally over all pays.**
- 2. Two equal payments; the first pay period in December and the first pay period in June.**

**Schedule C - Longevity Supplement to Schedule
2000-2001**

Level I	A minimum of 15 years of service to MAPS through 19 years of service @ 1% of Base	319
Level II	20 - 24 years of service @ 2.5% of Base	797
Level III	25 - 29 years of service @ 3.5% of Base	1116
Level IV	30 or more years of service @ 4% of Base	1275

Members may elect from the following methods of payment for longevity.

- 1. Divided equally over all pays.**
- 2. Two equal payments; the first pay period in December and the first pay period in June.**

**Schedule C - Longevity Supplement to Schedule
2001-2002**

Level I	A minimum of 15 years of service to MAPS through 19 years of service @ 1% of Base	326
Level II	20 - 24 years of service @ 2.5% of Base	815
Level III	25 - 29 years of service @ 3.5% of Base	1,141
Level IV	30 or more years of service @ 4% of Base	1,304

Members may elect from the following methods of payment for longevity.

- 1. Divided equally over all pays.**
- 2. Two equal payments; the first pay period in December and the first pay period in June.**

SCHOOL CALENDAR 1999-2000

August	23	New Teachers
	24-27	All Teachers (Individual Building Meetings)
	30	Classes Begin 1/2 day all students
September	3-6	Labor Day Recess (No school)
November	5	End First Marking Period
November	9-12	Parent Teacher Conferences*

Fall Conferences K-8

9	1/2 Day Classes AM (am classes meet)	Evening Conferences
10	1/2 Day Classes AM (pm classes meet)	Afternoon/Evening Conferences
11	1/2 Day Classes AM (am classes meet)	Afternoon Conferences
12	1/2 Day Classes AM (pm classes meet)	

Fall Conferences 9-12

10	1/2 Day Classes AM (pm classes meet)	Afternoon/Evening Conferences
11	1/2 Day Classes AM (am classes meet)	Evening Conferences
12	1/2 Day Classes AM (pm classes meet)	

November	25-26	Thanksgiving Recess
December	17	Last Day Before Christmas Break (Full Day)
January	4	School Resumes
	21	End First Semester (1/2 day for students K-12)
February	18	Mid Winter Break (1/2 day for students K-12)
	21	Mid Winter Break (No School)
March	24	End 3rd Marking Period
	28-31	Parent Teacher Conferences*

Spring Conferences K-5

28	1/2 Day Classes AM (am classes meet)	Evening Conferences
29	1/2 Day Classes AM (pm classes meet)	Afternoon/Evening Conferences
30	1/2 Day Classes AM (am classes meet)	Afternoon Conferences
31	1/2 Day Classes AM (pm classes meet)	

Spring Conferences 6-12

	30	1/2 Day Classes AM (am classes meet)	Afternoon/Evening Conferences
	31	1/2 Day Classes AM (pm classes meet)	
April	3-7	Spring Break (No School)	
	21	Good Friday (1/2 day)	
May	29	Memorial Day - (No School)	
June	9	Last Day of School (1/2 day students K-12)	
	10 or 12	Teacher Records Day	

183 Student Days

188 (3PD days) Teacher Days

SCHOOL CALENDAR 2000-2001

August	21	New Teachers
	22-25	All Teachers (Individual Building Meetings)
	28	Classes Begin 1/2 day all students
September	1-4	Labor Day Recess (No school)
November	3	End First Marking Period
November	7-10	Parent Teacher Conferences*

Fall Conferences K-8

7	1/2 Day Classes AM (am classes meet) Evening Conferences
8	1/2 Day Classes AM (pm classes meet) Afternoon/Evening Conferences
9	1/2 Day Classes AM (am classes meet) Afternoon Conferences
10	1/2 Day Classes AM (pm classes meet)

Fall Conferences 9-12

8	1/2 Day Classes AM (pm classes meet) Afternoon/Evening Conferences
9	1/2 Day Classes AM (am classes meet) Evening Conferences
10	1/2 Day Classes AM (pm classes meet)

November	23-24	Thanksgiving Recess
December	22	Last Day Before Christmas Break (Full Day)
January	8	School Resumes
	19	End First Semester (1/2 day for students K-12)
February	16-19	Mid Winter Break (No School)
March	23	End 3rd Marking Period
	27-30	Parent Teacher Conferences*

Spring Conferences K-5

27	1/2 Day Classes AM (am classes meet) Evening Conferences
28	1/2 Day Classes AM (pm classes meet) Afternoon/Evening Conferences
29	1/2 Day Classes AM (am classes meet) Afternoon Conferences
30	1/2 Day Classes AM (pm classes meet)

Spring Conferences 6-12

	29	1/2 Day Classes AM (am classes meet) Afternoon/Evening Conferences
	30	1/2 Day Classes AM (pm classes meet)
April	2-6	Spring Break (No School)
	21	Good Friday (1/2 day)
May	28	Memorial Day - (No School)
June	8	Last Day of School (1/2 day students K-12)
	9 or 11	Teacher Records Day

183 Student Days 188 (4PD days) Teacher Days

SCHOOL CALENDAR 2001-2002

August	20	New Teachers
	21-24	All Teachers (Individual Building Meetings)
	27	Classes Begin 1/2 day all students
	31	Labor Day Recess (No school)
September	3	Labor Day Recess (No school)
November	2	End First Marking Period
November	6-9	Parent Teacher Conferences*

Fall Conferences K-8

6	1/2 Day Classes AM (am classes meet)	Evening Conferences
7	1/2 Day Classes AM (pm classes meet)	Afternoon/Evening Conferences
8	1/2 Day Classes AM (am classes meet)	Afternoon Conferences
9	1/2 Day Classes AM (pm classes meet)	

Fall Conferences 9-12

	7	1/2 Day Classes AM (pm classes meet)	Afternoon/Evening Conferences
	8	1/2 Day Classes AM (am classes meet)	Evening Conferences
	9	1/2 Day Classes AM (pm classes meet)	
November	29-30	Thanksgiving Recess	
December	21	Last Day Before Christmas Break (Full Day)	
January	7	School Resumes	
	18	End First Semester (1/2 day for students K-12)	
February	15-18	Mid Winter Break (No School)	
March	22	End 3rd Marking Period	
	26-29	Parent Teacher Conferences*	

Spring Conferences K-5

26	1/2 Day Classes AM (am classes meet)	Evening Conferences
27	1/2 Day Classes AM (pm classes meet)	Afternoon/Evening Conferences
28	1/2 Day Classes AM (am classes meet)	Afternoon Conferences
29	1/2 Day Classes AM (pm classes meet)	

Spring Conferences 6-12

	28	1/2 Day Classes AM (am classes meet)	Afternoon/Evening Conferences
	29	1/2 Day Classes AM (pm classes meet)	
April	1-5	Spring Break (No School)	
	20	Good Friday (1/2 day)	
May	27	Memorial Day - (No School)	
June	7	Last Day of School (1/2 day students K-12)	
	8 or 10	Teacher Records Day	

183 Student Days

188 (4PD days) Teacher Days

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, 1999 school year and shall continue in effect until August 23, 2002. 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. Lisa Bush
President

1. Wanda Lee Suits
President

2. Van Lawry
Chairman, Negotiating
Committee

2. Cindy S. Francis
Secretary

