

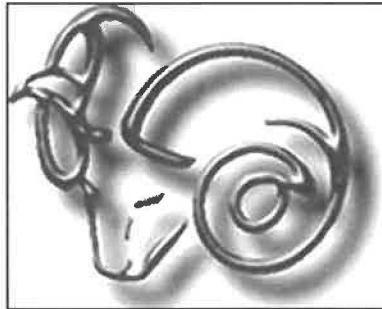
# **MASTER AGREEMENT**

**BETWEEN**

**MONTROSE COMMUNITY SCHOOLS**

**AND THE**

**MONTROSE EDUCATION ASSOCIATION**



**September 1, 2019  
THRU  
August 31, 2022**

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## ARTICLE 1

### Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, employed or to be employed by the Board, including personnel on tenure, probation and on per diem appointments, classroom teachers, speech therapists, guidance counselors, GSRP preschool programs, librarians, but excluding Alternative Education personnel, supervisory and executive personnel and office and clerical employees, custodial staff, cafeteria staff and bus drivers. The term “teacher” when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit.
- B. The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of the Agreement. Also, the Board agrees not to negotiate with any teacher or group of teachers on any subject included in the Agreement. Furthermore, the Board and Administration shall refrain from discussion with individual Association Members on any subject involved in this agreement during the negotiations process.

## ARTICLE 2

### Association and Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, other than regular hours when school is in session. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members. All such posted media must be signed by an officer of the Association.
- C. The Board agrees to furnish to the Association in response to reasonable request from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- D. The Board may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs or major revisions of education policy, which are proposed or under consideration. The Association shall be given opportunity to advise the Board with respect to major programs prior to their final adoption and general publication.
- E. Nothing contained herein shall be construed to deny, or restrict to any teacher, rights he/she may have under the Michigan or Federal Constitutions or under Michigan or Federal laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- F. The Association shall be granted ten (10) days for Association business. Such days may be applied for only by the Association President and may be used only by a person or persons designated by him/her for the purpose indicated. Any one teacher shall not use more than four (4) days in any one school year. Such teacher or teachers granted leave shall be paid the contractual rate and the Association shall reimburse the district for the cost of a substitute. Unused association days will accumulate year to year with a cap of 20 days.
- G. The Board agrees to provide for the Association the use of school equipment and facilities for the duplication of printed materials provided such use does not interfere with or interrupt normal school operations.
- H. The Board agrees to forward the Association President an agenda in advance of each School Board meeting. Approved meeting minutes are available and archived on the District webpage.
- I. All letters of agreement will be provided and signed as warranted and in a timely manner. Copies of signed agreements will be sent to the Association.

### **ARTICLE 3**

#### Board Rights

The Board retains all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law.

The exercise of such powers, rights, authority, duties and responsibilities and the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the law.

### **ARTICLE 4**

#### Compensation

- A. The salaries of teachers covered by this agreement are set forth in Schedule A, which is attached to and incorporated into this agreement. Said salaries shall be paid in 21 or 26 pay periods according to the schedule attached as Schedule D. All earnings will be distributed through direct deposit. Employees may view "Employee Web" during work hours using the School District's computer system.
- B. The salary schedule is based upon a weekly teaching load, as hereinafter defined, according to the school calendar. For extra work, not covered by Schedule C, the teacher shall be entitled to appropriate additional compensation. The teacher shall be compensated his/her established hourly rate in addition to his/her base salary for all time spent at any function where attendance is mandatory, excluding probationary tenure act requirements. The hourly rate of any teacher shall be determined by dividing his/her base salary as set forth in Schedule A by the number of required teacher day, which shall be divided by the number of required hours. For bookkeeping purposes, a work day is based on an 8-hour day, and a comp day is based on a 6-hour day. The teacher workday is defined by Article 5.
- C. Teachers required, in the course of their work, to drive personal automobiles shall be given an allowance at a rate equal 100% of the current IRS mileage rate.

- D. Payroll deduction will be provided for tax-deferred annuities. New carriers may be added if there are at least five (5) staff members who are enrolling with a carrier. This shall in no way impair or preclude those programs presently in existence and recognized by the Board. The total cost of the annuity to be paid by the employee. Deductions will be provided for credit union, United Way Fund and others as agreed upon.
- E. A list of approved annuity vendors will be made available at the start of every school year and also listed on the districts webpage.
- F. Teacher purchase or re-payment of retirement service credit:
  1. The internal revenue code (IRS) section 414(h) (2) permits employee “pick-up” of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Under the Michigan public school employee’s retirement system (MPERS) plan conditions, teachers may be allowed to:
  2. Re-deposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full: and/or:
  3. Purchase permissive service credit (such as Universal Service Credit, maternity/paternity/child care and non-public school teaching, military active duty, sabbatical leave of absence, etc.)

Therefore, in order to permit tax deferral for these additional employee contribution amounts, the employer shall adopt the plan attached to this agreement, along with the attached list of vendors.
- G. Payment for an extra-curricular activity in Schedule B shall be paid in a lump sum, at the completion of the activity. Payment for an extra-curricular activity in Schedule C shall be paid in a lump sum at the completion of the activity, or made in two payments if the activity continues into a second semester; one at the end of the first semester and the second at the completion of the activity.

## ARTICLE 5

### Teaching Schedule and Hours

- A. The Board recognizes the principle of a normal work week and will so far as possible set work schedules and make professional assignments, which can reasonably be completed within such normal work week. The Board will not require teachers regularly to work in excess of such normal work week within or outside of any school building.
- B. The normal weekly teaching schedule for each school year in grades 5-12 will be determined by the building principal (Administration) and will include at least five (5) unassigned preparation periods of at least 50 consecutive minutes’ duration each.
- C. The normal weekly teaching schedule for each year in grades PreK-4 will be determined by the building principal (Administration) and will include at least five (5) unassigned preparation periods per week of at least 50 consecutive minutes’ duration each or, in order to accommodate the Pre-K schedule, Pre-K teachers will receive 250 minutes of unassigned preparation time during one day of the work week.
- D. Each building’s master schedule will be developed through a collaborative process that includes teachers and administration. No departure from these norms except in the case of emergency shall be authorized without prior consultation with the Association. Substitution during the preparation period shall be voluntary. The principal may assign if no volunteer is available. Said assignments shall be rotated. Teachers will be contacted first as defined in Article 1A.

- E. Every effort will be made not to schedule IEP and Child Study Meetings during teacher preparation time. If a teacher has more than *four* of these meetings during their planning time in a year they will receive comp time in one-half hour increments starting with the fifth meeting. All IEP and Child Student Meetings scheduled before or after school will receive comp time in one-half hour increments.
- F. Teachers in grades 5-12 will be assigned no more than three (3) class preparations. In the event teachers are assigned additional preparations in a core subject area (Math, Science, English, and Social Studies) compensation of \$300 will be provided per additional preparation during any semester. A teacher may voluntarily request an additional class prep, which may be granted at the discretion of the building principal. The instruction of the same class (i.e. English 9) multiple times during the school day shall be considered one preparation. Teachers of specialty areas such as special education, music, art, and physical education may exceed the three (3) class preparation limit in order to meet their unique instructional requirements.
- G. Teachers will be required to start 15 minutes before the scheduled student start time and remain 10 minutes after the schedule student end time on both full and half days. Teachers will not be required to work dismissal duty or attend bus duty beyond this required time.
- H. Class hour assignments at the secondary level, before or after the normal stated school day shall be on a voluntary basis. Teacher's daily schedule would be adjusted accordingly and would be scheduled in a consecutive block of time.
- I. All teachers shall be provided no less than a thirty (30) minute duty-free lunch period.
- J. A maximum of nine (9) staff/curriculum meetings may be held each year in addition to the meeting held during the first teacher report day and regularly scheduled in-service days. Staff meetings shall be scheduled on the same day of each month and the day shall be announced at the beginning of each year. Staff meetings shall last no longer than one hour and shall start no later than fifteen (15) minutes beyond the regularly scheduled student dismissal time. In the event that a staff meeting would need to be rescheduled, teachers would be given notice, with at least 5 days between dates. Otherwise, the staff meeting would be cancelled.
- K. Lunch recess will be supervised by instructional aides. Teachers may schedule, and supervise, additional recesses in cooperation with the building principal.
- L. To accommodate the shortened day on PLC days, teachers may be required to cover lunch duty in the course of their daily duties with an agreed upon rotation schedule between the building staff and administrator.
- M. If additional contact time is necessary to meet instructional day and clock hour requirements as determined by the Michigan Department of Education, the Administration (building principal and superintendent) and Association (building staff) in agreement, can choose one or more of the following options:
  - 1. Increase the time at the beginning or end of the day.
  - 2. Add another student day.
  - 3. Otherwise modify the existing calendar as needed.
- N. Recognizing the legal duty to comply with the parameters of a county-wide calendar and instructional day/clock requirements determined by the Michigan Department of Education, as well as the need to adapt to changing needs of students, staff, and community in a timely manner, the calendar for each new school year will be developed cooperatively by the Administration and teaching staff no later than March 30 each year.

- O. On Friday, or on days preceding holidays or vacations, the teachers' day may end when the regular bus leaves. Teachers may leave earlier than the regular scheduled time when approved by the principal.
- P. On days when students attend for a portion of the school day, and the remaining hours of the school day are set aside for teacher work time, teachers may choose to work from home for the record keeping portion of the day with the understanding that all necessary work responsibilities will still be met. Should a teacher be absent on a student half-day/teacher work-day, four hours will be charged against the teacher's sick days or personal business days.
- Q. In any instance where classes are canceled, either for the entire District or for an individual building, for reasons such as, but not limited to, inclement weather, fires, epidemics, mechanical breakdowns, health conditions, or other conditions beyond the control of the Board, teachers shall be dismissed directly after student dismissal.
- R. Teachers shall be excused from reporting to duty without loss of pay on hours/days when school is closed for reasons identified in section Q. These days shall not be charged against the teacher's sick days or personal business days.
- S. When students are not brought in or sent home early in order to accommodate state testing, curriculum development, grade or team level work and professional development days, teachers will be required to work a regular work day. This will not be used to make teachers work more than the agreed upon amount of days for that contract year and such days do not conflict with events outlined in Section Q and R.
- T. In the event road conditions allow for safe travel teachers may be called in for a teacher workday (i.e. such as several successive wind chill days). Teachers will be notified no later than 10:00 p.m. the previous night. Teacher report time will be 10:00 a.m. and dismissal time will be 3:00 p.m.
- U. All Teachers will be required to take part in their respective open house. Time will be provided for teachers to prepare their classrooms for open house. Administration will strive to provide this time before the day of open house.
- V. All teachers will be allowed five minutes of passing time or the same amount of passing time the students receive between classes to attend to personal needs (i.e. restroom break) during that time.
- W. The scheduling of parent teacher conferences will be determined between the Union and Administration for each school year. Those teachers who have been scheduled to conference outside the expected hours will receive comp time as previously agreed upon with their building administrator.
- X. Absences during Parent Teacher Conference
  - 1. A teacher may miss parent-teacher conferences to attend assigned schedule b or c events, excluding practices.
  - 2. A teacher may attend his/her child's parent-teacher conferences in district by making accommodations with their building principal.



## ARTICLE 6

### Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end. Both parties recognize the importance of a learning environment that is conducive to learning. With that, it is important to strive to maintain manageable class sizes within the context of a targeted cost effective staffing ratio model.

A. The Board will strive to maintain a district wide student to staff ratio that is with a range of 23.7:1 to 24:1. This ratio staffing formula will exclude non-load bearing bargaining unit positions such as special education teachers, speech therapists, Title 1 teachers, counselors, social workers, nor will it include members of the administrative staff.

1. The Board will strive to achieve class sizes that do not exceed the following targets:

- Kindergarten-Grade 1                      25 Students
- Grades 2-4                                      27 Students
- Grades 5-8                                      30 Students
- Grades 9-12                                    32 Students

2. The District to not exceed the total number of weekly student contacts for special area teachers (Physical Education, Art, Music, Technology) as follows:

- Grades K-4                                      160 Students
- Grades 5-8                                      160 Students
- Grades 9-12                                    150 Students

3. Every attempt will be made to balance class sizes within grade levels and content area courses by the end of the second full week of school at the beginning of each semester. The administrative staff and teaching staff will work cooperatively to find practical and creative solutions to achieve this mutual goal. After the first two weeks of the start of the new semester, teaching loads will be provided to the Association.

4. Should class sizes exceed the targets outlined in Section B, but the district wide staffing ratio outlined in Section A is maintained, no additional compensation will be provided to teachers. However, if class sizes exceed targets outlined in Section B and, the district wide staffing ratio outlined in Section A exceed 24:1-Teachers will be compensated with an hourly stipend equal to the state minimum wage as follows:

Hours per Week	Kindergarten	Grades 1-4	Grades 5-8	Grades 9-12
2	26	28	31	33
3	27	29	32	34
4	28	30	33	35
5	29+	31+	34	36+

## B. Special Student Procedures

1. Students identified by teachers for child study teams as potential special education students will be tested/processed in accordance with State and Federal guidelines. Every attempt will be made to include the referring teacher in the child study meeting.
2. Teachers shall be released from regular duties to attend all IEPC meetings.
3. Students receiving special education programs and services remain the responsibility of the general education teacher with the assistance of the special education staff. Special Education is considered a support service and does not take sole responsibility for any student unless the student is placed 100% of their day in a special education classroom. Responsibilities are defined as follows:
4. Inclusion Agreement (for buildings where inclusion takes place)
  - a. Federal and State law requires that a special education student be included in the general education setting unless the IEP states that it is inappropriate. The current Master Agreement between Montrose Community Schools and the Montrose Education Association states that “Students mainstreamed into a general classroom will be counted when determining the maximum class sizes as stated above. Said students shall be equally distributed amongst appropriate grade level classrooms to the extent possible.”
  - b. When it is determined by the special education staff and administration that special education students’ needs will be best met by participating in a general education classroom setting, along with the special education teacher, it may not be possible to divide said students equally amongst grade level classrooms. In these situations, an agreement will be made between the general education teacher, and the special education teacher, in conjunction with appropriate administrative staff, to cluster special education students together in a classroom setting. It is understood that in such arrangements, both the general education and special education teachers will be working together in a co-teaching arrangement, with both teachers having responsibilities for an effective classroom program. Responsibilities for parties involved will include, but not be limited to:
    - c. General Education Teacher: Curriculum pacing, choosing district adopted curriculum, and preparing lesson plans; sharing these goals and plans with the special education teacher in a timely way, to enable teachers to implement the modifications and accommodations for special education students; preparing progress reports and grade cards.
    - d. Special Education Teacher: At the beginning of each school year/semester, and after each IEP meeting, special education teacher shares the student’s individualized plan with the general education teachers.
    - e. Shared Responsibilities: implementing of modifications and accommodations, grading, implementing the goals and objectives dictated by the curriculum, and delivering instruction in the classroom where the students are clustered; grading and evaluating the performance and progress of students.
    - f. Administration: provide time for general education and special education teachers to plan together; provide substitute teachers whenever the general education or special education teacher is absent; provide for professional development opportunities to increase the effectiveness of shared teaching.
5. Students mainstreamed into a regular classroom will be counted when determining the maximum class sizes as stated above. Said students shall be equally distributed amongst appropriate grade level classrooms to the extent possible.

- C. The Board will furnish each teacher with a desk in the room he/she has his/her major assignment, as well as guarantee a lockable room and a lockable file
- D. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- E. Teachers shall be responsible for inventorying of supplies and equipment, duplicating teaching materials, operating audio-visual equipment for their room only. Teachers shall not be required to collect money for insurance, lunches, workbooks, and picture money.
- F. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- G. The Board shall make available and maintain in each school restroom facilities exclusively for teacher use and a primary lounge facility shall be made available and maintained in each building.
- H. Adequate telephone facilities shall be made available to faculty for their reasonable use.
- I. Adequate surfaced parking facilities shall be made available to the faculty for their use separate from students.
- J. The private and personal life of any teacher is not within the appropriate concern or attention of the Board within the limits of professional behavior. The provisions of the Agreement and the wages, hours, terms and conditions, of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization.
- K. Recognizing that a clean classroom will promote learning and protect the health of students and teachers, it is the responsibility of the district to maintain a clean classroom environment. Teachers shall not be responsible for routine custodial services but will assist the district in communicating when additional cleaning is necessary.
- L. Substitute teachers shall be provided when special area teachers are absent. Special area teacher is defined as any teacher who pulls students from a regular classroom for the purpose of providing instruction or remediation. This excludes Teacher Consultants, Title I teachers, and also counselors during non-instructional work times.
- M. When a teacher is assigned a medically fragile student, the teacher shall not be required to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily function nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures, which may be necessary on occasion due to the student's impaired condition. Upon the request of the teacher, additional training will be provided.
- N. When a teacher is required to use technology, it will be the district's responsibility to keep it functioning within a reasonable amount of time. The district will provide training and time for teachers to learn and implement new programs or technology. A tech schedule will be provided to the staff regarding when tech personnel will be in the buildings as well as a confirmation upon completion of repairs.
- O. Every effort will be made for teachers to be notified at least one school day in advance of a new student via written or email notification. The first 10 days of a new semester at the high school and middle school are excluded from this expectation.
- P. All monitoring or surveillance of an employee shall be conducted openly and with the full knowledge of the employee. The Association shall have the right to review any video recording and shall be furnished a copy of any video recording upon reasonable request.

## ARTICLE 7

### Vacancies, Promotions and Transfers

- A. Requests by a teacher for transfer to a different class, building or position shall be made in writing and filed with the superintendent and the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications.
- B. A vacancy shall be defined as a position to which no assignment has been made or a new position.
- C. The Board declares its support of a policy of filling vacancies from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly notify the Association and post notice of same on a bulletin board in each school building for no less than ten (10) work days before the position is filled.
  - 1. When vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:
    - a. The Superintendent shall promptly notify the Association and post notice of the same on the district's website for no less than ten (10) calendar days before the position is filled.
    - b. Teachers with specific interests in possible vacancies will notify the Personnel Office, Building Principal, and Superintendent of their interest, in writing, during the last regular week of school and shall include a summer address.
    - c. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Personnel Office, Building Principal, and Superintendent and notified of the vacancy.
    - d. The teachers so notified shall have the responsibility of the Personnel Office, Building Principal, and Superintendent indicating their interest in said position within three (3) days of receiving such notification.

## ARTICLE 8

### Qualifications and Assignments

- A. Teachers shall meet all certification requirements as established by law. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause. Temporary shall be defined for purposes of this article as not to extend beyond the current year.
- B. All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than the last day of school. A tentative class list will be made available at least one week prior to the first day of class. All shared staff shall be given a master schedule for their individual assignments that includes the layout of their day in each building.
- C. While the District may provide reminders, the responsibility to maintain current certification rests solely with each individual teacher. Teachers shall at a minimum maintain the certification (level and subject areas) held when initially hired by the Board. Failure to provide evidence of current certification shall be grounds for immediate dismissal. Current employees who prior to July 1, 2016, made changes to the levels and areas of teacher certification held at the time of their initial hire by the District, are held harmless of this stipulation.

- D. Any assignments in addition to the regular teaching schedule during the regular school year, or summer, including adult academic education courses, driver education, extra duties enumerated in Schedule B and C, and summer school courses, shall not be obligatory but shall be with the consent of the teacher.
- E. The schedule for those staff shared and assigned to multiple buildings shall include travel time between buildings that is worked out in cooperation with the teacher involved and the building principals at the assigned schools. Travel time between buildings shall not infringe upon the teacher's contractual lunch and prep time allocation.
- F. The creation of the school schedule shall provide time for the transfer of students to specials and core classes which shall not be less than five minutes. This time shall not include the period immediately following their lunch time.

## ARTICLE 9

### Leave Pay

- A. Each year every teacher will receive twelve (12) sick leave days to use for personal illness or disability. Persons ill or disabled at the start of the year will be credited with sick days upon commencement of duties and paid retroactively for days from the start of the school year.
- B. Teachers will be entitled to an unlimited accumulation of their unused leave days each year.
- C. Teachers may voluntarily donate unused sick days to the common bank as they wish. Teachers may also voluntarily donate unused sick days to a short-term sick bank as they wish. The short-term sick bank will be administered by the MEA. Criteria for the short-term sick bank can be found in Schedule H.
- D. Teachers who are absent because of an injury compensable under the Worker's Compensation Law shall not be charged with a subtraction from sick leave. The insurance company will pay the teacher for loss of time according to their schedule.
- E. In the case of an emergency, a teacher who has exhausted all sick days may take unpaid sick days. (Dock Days)
- F. Common Bank - The purpose of the Common Sick Leave Bank is to assist professional staff members who suffer prolonged illness/disability. Participating faculty members can borrow up to thirty (30) working days of sick leave from the bank in one school year by fulfilling these requirements.
  1. All but the last three personal sick leave days must be used before any withdrawal can be made.
  2. Teachers may begin withdrawing from the sick bank no sooner than the 22<sup>nd</sup> consecutive workday, following the present bout with the illness/disability.
  3. A doctor's written statement must be presented at the time of withdrawal confirming need for leave from work.
  4. A teacher must have worked more than 90 days of their first year to be eligible for the bank.
  5. No teacher shall draw more than 30 days from the common bank during any two (2) consecutive years.

6. Maternity leave shall be treated the same as illness/disability with all the benefits as well as the restrictions stated above.
7. Teachers who withdraw days from the sick bank will repay the bank from their annual sick days at a rate of five (5) days per year, until the total number of days borrowed has been repaid.
8. Teachers who are not full-time teachers will participate in the use of, and repayment to the sick leave bank on a pro-rated basis.

G. Each teacher shall be allowed three (3) days, of his/her sick leave allowance Section A above, to be used for personal leave days.

A personal day may be used for any personal business without explanation except they may not be used to miss Parent/Teacher Conferences or in-service days.

1. When a teacher who has exhausted personal days is confronted with an extreme personal emergency otherwise qualifying for personal day use, he/she may upon application to the Superintendent be granted an additional paid day deductible from his/her accrued sick days.
2. When a personal day is proposed to be taken, notice shall be given to the designated administrator at least forty-eight (48) clock hours prior to said day.
3. Emergency requests for personal days, based upon urgent and unforeseen circumstances, may be made within the forty-eight-(48) hour period. Such request may also be made under such circumstances as to particular calendar periods when personal days may not regularly be taken. Such request will not be denied without substantial reasons.
4. Personal days may not be taken, except as qualified above, two days before or immediately following vacations, the beginning of a semester, or during the five (5) school days prior to the last regularly scheduled class or during the first 3 (three) student's days of the school year. They may not be used in conjunction with comp time.

H. Recognizing that teaching is an ever-changing field and the large amount of continuing education required by law, teachers taking graduate courses will be given one additional personal business day each semester they are enrolled in graduate courses. This total will not exceed two additional personal business days per school year. Teachers must show proof of enrollment either at the beginning of the semester or when submitting absence paperwork to their building principal. These personal business days cannot be saved if not used, and teachers must follow the guidelines spelled out in paragraph F above.

I. The Board recognized that attending conferences is necessary for teachers to keep current in their area(s) of certification. Each building will be allotted 20 professional conferences days each year. The building principal will manage the use of these days on a rotating schedule to allow equitable access to all teachers in the building.

## ARTICLE 10

### Leaves of Absence

- A. Any teacher whose personal illness/disability extends beyond the period compensated under Article 9 shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness/disability. Fringe benefit coverage will continue as long as paid sick leave continues.
- B. Leave of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

A maximum of five (5) days per school year to care for illness/disability or injury of immediate family.

1. One day when emergency illness/disability in the family requires a teacher to make arrangements for necessary medical or nursing care. The administration may request the teacher to present documentation.
2. Time necessary for special medical and dental appointments when such appointments cannot be made at other times.
3. A maximum of five (5) days per school year for a death in the immediate family.
4. Any other emergency is to be approved by the Superintendent.
5. Immediate family is defined as spouse, children, foster children, grandchildren, parent or equivalent, mothers-in-law, fathers-in-law, brother, brothers-in-law, sister, sisters-in-law, grandparents of either spouse or any family member residing in the household.
6. An employee may take one day per year to attend or participate in a funeral.

In the event of the death of a person not interpreted as "immediate family" and whose relationship to the teacher poses an unusual circumstance, leave may be granted at the discretion of the superintendent or his/her designee.

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

1. When a teacher is called for jury duty. The teacher will return any per diem allowances, less expense, to the Board.
2. Court appearances as a witness in any case connected with the teacher's employment, or the school, except when the teacher is the plaintiff.
3. For the funeral of a student, student's guardian, or staff member, the Association and the Administration will jointly work out details to provide for representation by the school.
4. Teachers participating in authorized school activities during the normally scheduled school day shall not be charged with any leave time.
5. Time necessary for attendance at approved professional conferences or school visitations.

- D. Child Care Leaves: (Without Pay)

1. Childcare leaves shall be granted to parents, of children, for the remainder of the school year under the following circumstances:
  - a. Newborn infants or in preparation for an anticipated birth.
  - b. Crippling or terminal accidents or illnesses/disability.
2. A teacher adopting a child will, upon proper application, receive similar leave, which shall commence upon the legal establishment of a parental relationship.

- E. Leave of absence will be granted up to two (2) years to any teacher who joins any Governmental Service Program as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Schedule A of the Agreement, provided such participation is of a nature substantially equivalent to teaching experience.
- F. Teachers, who are officers of the Association or are appointed to its staff will upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association, up to two (2) years.
- G. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office up to two (2) years.
- H. Sabbatical Leave
  - 1. Teachers possessing a Michigan Life or Permanent, Continuing or Professional Education Teaching Certificate and who have been employed for seven (7) consecutive years in the district may be granted a sabbatical leave by the Board for one (1) year.
  - 2. During said Sabbatical Leave, the teacher shall be considered to be in the employ of the Board. He/she may be paid 1/2 his/her full annual salary, but under no circumstances shall his total salary exceed his/her full annual salary.
  - 3. A teacher, upon return from Sabbatical Leave, shall be placed to the same position on the salary schedule as he/she would have been had he/she taught in the district during such period, and shall be in the employ of the District for at least one (1) year or refund the money.
  - 4. Qualifications for Sabbatical Leave shall be determined by the Board and acceptable to the Association.
- I. Educational leaves, without pay, may be requested not to exceed one year. Proper application must be made by March 1st of any year to insure time for Board review of application. Letter of intent to return at end of leave must be received by the Board prior to March 1st of the year prior to return or reemployment agreements are terminated. Such leaves will be taken without cost to the Board.
- J. Upon proper and timely application, an eligible employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29 USC 2601) for a total period of up to twelve (12) weeks per year.
  - 1. A twelve-month period commencing with the application for leave will be utilized in all cases by the Board in assessing the amount of time an eligible employee has available for qualified leaves under the Act.
  - 2. The Board will require an employee to utilize available paid leave time (e.g., sick leave, etc.) and such time will be utilized concurrently when computing available time off under the Act.
  - 3. In general, intermittent and reduced schedules will be approved with mutual agreement between the employee and the Board. Proper consideration, when medically necessary, will be given as required by law in such instances and alternate assignment(s) may be instituted by the Board.
  - 4. In the event an employee and his/her spouse are both employed by the district, whether within or outside of the bargaining unit, an aggregate of twelve (12) weeks will be provided, unless the leave time is attributable to a serious health condition that makes the employee unable to perform the functions of his/her position. In such instances, the total amount of time for each spouse will not exceed twelve (12) weeks for all leaves covered by the Act.
  - 5. Insurance benefit payments will continue for an employee absent on a qualified leave under this section.



6. In the event this article or other portions of this agreement extend greater benefits to an eligible employee in relationship to qualified leaves, the provisions of the agreement shall prevail.
  7. Alleged violations of this section are not subject to the grievance procedure beyond the Board level. Failure to return to work at the end of an approved leave of absence will be considered a voluntary resignation. The Board will require the employee to repay insurance premiums paid if failure to return is due to reasons other than that of the initial request.
- K. All leaves must be applied for in writing or be of such a nature to cause written notice to be impractical. Appropriate forms will be made available with provision for a response to the teacher as to the disposition of the application.
  - L. Confirmation of return from leave, or request for an extension of leave, must be given by April 15th or thirty (30) days prior to its expiration, whichever occurs first. Request for extension of leave will be treated as an original request. The Board shall not be obligated to extend any leave beyond a period of two (2) years. Any extension of a leave beyond two (2) years shall be at the Board's discretion.
  - M. Upon return from leaves granted under this article and/or State or Federal mandates, said teacher shall be returned to a position substantially equivalent to the position held at the time said leave commenced.

## ARTICLE 11

### Insurance

- A. The Board will secure and maintain in force and effect, without cost to the teachers, a policy of public liability insurance, covering all teachers in the performance of their duties under which each teacher will be afforded such coverage in the amount of \$1,000,000 for any one accident.  
  
In addition, the Board will also provide a motor vehicle policy that protects the teacher when he/she is transporting students on a school-related trip in a car not owned by the school. This policy shall protect the teacher for \$100,000 per student and \$300,000 per accident maximum.
- B. Whenever any claim is made or any civil action is commenced against any teacher for injuries to persons or property and while acting within the scope of his authority, the Board will furnish the services of the school attorney to advise the teacher as to the claim and to appear for and represent the teacher in the action and the Board may compromise, settle and pay such claim before or after the commencement of any civil action.
- C. The Board shall offer to all teachers and their eligible dependents the options listed below. Teachers may select Plan A or Plan B *based on stipulations outlined in Paragraph F of this Article*.
  - a. Employees shall be allowed to choose between the two plans listed below during the initial open enrollment period and during each open enrollment thereafter. Employees shall be allowed each January 1<sup>st</sup> to switch from MESSA Choices II to the MESSA ABC Plan to take advantage of the IRS tax year which is 1/1 to 12/31 each year.
  - b. For the duration of this contract, the Board will pay an amount equal to the annual "hard cap" limit toward the medical insurance premium for the plan each teacher selects, as prescribed in MCL 15.563, and updated January 1st of each year.
  - c. The parties may mutually agree to substitute one MESSA plan for another.
  - d. The Board will pay 100% of Vision, Dental, Long Term Disability and Life Insurance premiums for the life of the contract for those on Plan A.

Plan A - For employees electing health insurance

**MESSA Choices II**

\$500/\$1000 Deductible in Network  
\$1000/\$2000 Deductible out of Network

\$20/\$25/\$50 Office Visit/Urgent  
Care/Emergency Room Copay

\$2/\$10/\$20/\$40 Copays  
Super Saver Rx

Preventative Care Covered  
See MESSA Plan Description

**OR**

**MESSA ABC 1 with HSA 2019**

*HSA Deductibles and Contributions  
Subject to Yearly IRS Updates*

\$1350/\$2700 Deductible in Network  
\$2700/\$5400 Deductible out of Network

ABC Rx with \$2/\$10/\$40 Copays  
Free Preventative Rx

Employee Funded Pretax HSA  
Max Contributions \$3,500 Single,  
\$7,000 2-P/Full Family

Preventative Care Covered  
See MESSA Plan Description

**Long Term Disability**

66 2/3%

\$4,000 maximum monthly benefit

\$6,000 maximum monthly salary

90 Calendar days - Modified fill

COLA- no

Mental/Nervous same as  
illness/disability

Alcohol/Drug same as  
illness/disability

Pre-existing Limits Waived

Primary Social Security Offset

No Survivor Income

No Educational Supplement

2-year Own Occupation

\$45,000 with AD&D

80/80/80 \$2,000 Annual Max

VSP-3 Gold

Negotiated Life

Delta Dental Plan

Vision

**Plan B - For employees not electing health insurance**

Long Term Disability	66 2/3% Same as Plan A
Delta Dental Plan	80/80/80 \$2,000 Max
Vision	VSP-3+ Gold

Five hundred dollars (\$500) per month to apply toward insurance options such as “cash in lieu of”.

- D. By mutual agreement or in the event the IRS changes the tax status of ‘Cash In Lieu Of’ health benefits, the Association and Board will meet as soon as possible to discuss how to resolve the issue.
- E. Insurance coverage shall be for a full twelve (12) month period concurrent with the contract year.
- F. If an employee and their dependents are covered by an equal or superior health insurance to MESSA Choices II, they are limited to Plan B.
- G. For the 2019-2022 school years, all Plan B members will contribute 10% toward their health, dental and vision, or an amount equal to, but not greater than, the State mandated amount, with immediate implementation.
- H. Any contribution paid by the employee shall be paid through pre-tax contribution to the premium payment under the means of compensation reduction agreements (Section 125 Plan).
- I. The Board will pay for less than full-time teachers, if eligible, the prorated cost of the above insurance benefits that are paid to full time teachers. The pro-ration will be on the number of classroom duty hours and the number of months worked, if they pay the other costs and are eligible for it.
- J. Disputes between beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.
- K. The insurance benefits provided in this section shall begin when the employee has properly completed the necessary forms and actually begins employment. Such insurance shall terminate when the employees’ employment is terminated or when the employee is on a leave of absence without pay.

**ARTICLE 12**

**Student Discipline and Teacher Protection**

- A. Since the teacher’s authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of the responsibilities with respect to such pupils and refer to appropriate professional persons or agencies. Teachers must have reasonable knowledge of a set chain of command for when an administrator is out of the building or unavailable.

- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognizing that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such reasonable force only as in necessary to:
1. Protect himself/herself from attack or to prevent injury to a student,
  2. Obtain possession of a weapon or other dangerous objects,
  3. To protect property from physical damage.
- C. A teacher may temporarily remove a pupil from class when the severity of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal(s) promptly as his/her teaching obligation will allow, full particulars of the incident. The principal shall make the final decision regarding further discipline of the student.
- D. Any attack or threat on a teacher or his/her home by a student from the school system shall be brought to the attention of the principal and the case be investigated at once. The Board shall give the teacher legal assistance if the investigation reveals the incident to be a result of school duties.
- E. No action shall be taken upon any written complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.
- F. Whether a particular act is disciplinary in nature is subject to the grievance procedure. All information forming the basis for disciplinary action will be made available to the teacher and the Association. No teacher shall be disciplined for a reason that is arbitrary or capricious.
- G. Teachers shall exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable for actions of others resulting in damage or loss to person or property, unless the teacher's negligence can be proven in a court of law.
- H. Time lost by the teacher in connection with any incident mentioned in the Article shall not be charged against the teacher.
- I. Inasmuch that a safe and orderly environment is a fundamental element of successful schools, the district will support teachers with resources and periodic training techniques and strategies to help deescalate emotionally volatile students. In addition, each principal will inform their staff members of student discipline procedures and how to seek timely assistance from administrative/office personnel. Administrators will apprise staff of a crisis response plan.
- J. Each teacher shall have the right upon request to review the contents of his/her own local personnel file. A representative of the Association may be requested to accompany the teacher in such a review. However, the Placement Credentials from College or University files are not subject to perusal. Any objectionable material may be expunged through the grievance procedure.
- K. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. The presence of an Association representative is optional to the teacher. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- L. The Board and Administration will comply with all facets of the Michigan Teacher Tenure Act.

## **ARTICLE 13**

### Negotiation Procedures

- A. It is contemplated that new matters not specifically covered by this Agreement or considered by the parties in the negotiation of this agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the next school year.
- C. In any negotiations described in the Article, neither party 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. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification by both parties.
- D. The Association agrees to only negotiate with Board appointed negotiators, furthermore refrains from discussion with individual Board Members on any subject in this agreement during the negotiations process.

## **ARTICLE 14**

### Grievance Procedure

- A. Definitions:
  - 1. A “grievance” is an alleged violation or misinterpretation of the terms of this agreement or the written Board policies as they relate to wages, hours and working conditions.
  - 2. The “aggrieved person” is the person or persons making the claim.
  - 3. The term “teacher” is inclusive of any individual or group who is a member of the bargaining unit covered by this contract.
  - 4. A “party of interest” is a person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
  - 5. The term “days” shall mean calendar days.
- B. Purpose: The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
- C. Nothing contained herein shall prevent any individual teacher from discussing problems informally with a member of the Administration or having any grievance adjusted without the intervention of the Association. Said adjustment shall be consistent with the terms of this Agreement and the Association shall be given an opportunity to be present at said adjustment.

D. Structure:

1. The Association will designate a grievance representative for each building.
2. The Association will appoint a grievance committee and inform the Superintendent as to its membership.
3. The Building Principal shall be the administrative representative at the building level.
4. The Superintendent shall be the administrative representative when a grievance arises in more than one building.

E. Procedure:

1. The number of days indicated at each level should be considered as maximum. Time limits may be extended by mutual written consent.
2. A teacher with a grievance must initiate the grievance procedure within fourteen (14) days of the occurrence thereof or within fourteen (14) days of the reasonable discovery thereof by using the following procedure.

**Level One**

The teacher shall discuss the grievance with the principal individually, together with his/her Association representative or through the Association representative.

Informal discussion at Level 1 shall be completed within seven (7) days. If unresolved, the grievance may be reduced to writing and filed with the Principal within seven (7) days. The principal shall make answer in writing within seven (7) days thereafter.

**Level Two**

If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within seven (7) days of receipt of the Level One answer, file the grievance with the Association Grievance Committee.

If the Association Grievance Committee decides to process the grievance it shall, within seven (7) days of receipt of said grievance, file the grievance with the Superintendent.

Within seven (7) days from receipt of the grievance, the Superintendent shall meet with the Association Grievance Committee. His/her decision will be rendered within five (5) days of the meeting.

**Level Three**

If the grievance is not resolved at Level Two, the grievance may be advanced to the Board's Review Committee by the Association Grievance Committee within seven (7) days of the receipt of the level 2 answer. The Board's Committee shall meet with the Association Committee within seven (7) days from receipt of the grievance and a decision shall be rendered within seven (7) days after the next Board meeting or within thirty (30) days after the meeting between the Association Grievance Committee and the Board's Review Committee.

#### **Level Four**

If the Level Three disposition of the grievance is not satisfactory, the Association may within fourteen (14) calendar days of receipt of the Level Three decision request that the matter be submitted to binding arbitration.

The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within ten (10) days after notice is given, he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The arbitrator shall render his/her decision in writing and shall set forth his/her findings, reasons and conclusions on the issues submitted. The decision shall be final to the extent such conforms to the restrictions placed upon him/her.

Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The expenses of the arbitrator under this article shall be divided equally between the Board and the Association.

- F. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present to state its views at all stages of the grievance processing.
- G. The arbitrator may make monetary awards pursuant to applicable law.
  - 1. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision. If an answer to the grievance is not received within the time limits set forth above, it may automatically be appealed to the next level.
  - 2. Matters within the jurisdiction of the Tenure Commission shall not be subject to the grievance procedure.
  - 3. The dismissal of a probationary teacher, who has not previously been granted tenure by the district, may be subject to the grievance procedure through Level Three, but not including Level Four.

### **DISTRICT GRIEVANCE FORM**

Any grievance is to be submitted to the appropriate administrator as stated in Article 15 Section E of the Master Agreement. The administrator or secretary will sign for receipt of the grievance, giving a copy to the grievant and forwarding a copy to the Assistant Superintendent. It is the grievant's responsibility to forward a copy to the Association Grievance Chair, and the Grievance Chair's responsibility to provide a copy to the MEA Uniserv Director.

<b>GRIEVANCE TIMELINE</b>	<b>DATE DEADLINE</b>	<b>DATE MET</b>
<b>Event Occurrence Date</b>		
you have up to 14 days to initiate the grievance procedure from the event's occurrence or from the discovery of the occurrence		
<b>Grievance Initiation Date</b>		
<b>LEVEL ONE</b>		
You have up to 7 days from the event's occurrence to have an informal meeting with the building administrator		
<b>Informal Discussion with Building Administrator</b>		
You have up to 7 days from the date of the informal meeting to put the grievance in writing and submit it to the building administrator		
<b>Written Complaint to Building Administrator</b>		
The administrator has up to 7 days to respond in writing from the time you submit the written complaint		
<b>Building Administrator's Response in Writing</b>		
<b>LEVEL TWO</b>		
Within 7 days from the building administrator's written response you must submit your grievance to the grievance committee		
<b>Submitted to Grievance Committee</b>		
If the grievance committee decides to proceed, you have up to 7 days to submit the grievance to the superintendent		
<b>Submitted to Superintendent</b>		
Within 7 days from the receipt of the grievance by the superintendent, a meeting must be held between the grievance committee and the superintendent		
<b>Meeting between Grievance Committee and Superintendent</b>		
Within 5 days from the meeting between the grievance committee and the superintendent, the superintendent must give his decision regarding the grievance		
<b>Superintendent's Decision</b>		
<b>LEVEL THREE</b>		
If dissatisfied with the decision, the grievance may be presented to the school board's review committee <b>within 7 days.</b>		
<b>Presented to Board Review Committee</b>		
The school board's review committee and the grievance committee must meet within 7 days from the date the grievance was presented to the board		
<b>Board and MEA Grievance Committee Meet</b>		
The school board has up to 7 days after the next board meeting, or up to 30 days after the meeting between the Association Grievance Committee and the Board's Review Committee to submit their decision.		



<b>Board Committee Response</b>		
<b>LEVEL FOUR</b>		
If dissatisfied with the board's decision, the grievance committee has up to 14 days from receipt of the decision to request that the board submit to binding arbitration		
<b>Request Binding Arbitration</b>		
Within 10 days both sides must agree on an arbitrator		
<b>Mutual Agreement on Selection of Arbitrator</b>		
If they cannot agree on an arbitrator, one will be selected by the American Arbitration Association		
<b>Selection by the American Arbitration Association</b>		
<b>Arbitration Response</b>		
<b>GRIEVANCE RESOLUTION</b>		
<b>DESCRIPTION OF RESOLUTION</b>		<b>DATE</b>

## ARTICLE 15

### Seniority

- A. Before the Board makes any reduction of staff, it will first notify the Association regarding the effects of such reduction.
- B. Seniority shall be defined as non-terminated years of teaching in Montrose from the first day of work.
  1. Seniority shall be granted in increments of ½ year. Half or more of days worked in any semester shall result in ½ -year credit.
  2. Paid leave days shall be considered workdays.
  3. Teachers working less than a full day shall receive seniority on the basis of 1/2-year credit for each 450 hours or major fraction taught.
  4. Any bargaining unit member who becomes an administrator shall have their seniority credits frozen. If said member moves back to a bargaining unit position he or she shall be given seniority credit based on where the credit was originally frozen.

5. Only the following leaves will accrue seniority: Sabbatical and disability. All other leaves are excluded from seniority accumulation.

6. For the purpose of seniority, when multiple teachers are hired, or the first day of work is the same, a lottery shall be held to determine seniority order. A lottery shall be held on the night the Board approves the hire. The lottery shall consist of the Association President/or designee, the Superintendent/or designee, and the teachers affected meeting and drawing numbers to establish said order of seniority. In the event that teacher cannot be present, the Association designee will draw on his/her behalf.

C. A seniority list of all teachers will be prepared by the Board and verified by the Association. If the Association has not registered an objection with the Board to the seniority list within thirty (30) days of issuance, the list shall be presumed accurate.

1. Under the 1986 COBRA provisions, laid-off individuals or dependents are allowed to pay premiums to continue insurance through the school for a period of eighteen (18) months.

2. During said layoff, such teacher seniority shall remain unbroken but shall not accumulate, and his/her earned rights under the terms of the master agreement at time of layoff shall be reinstated at time of recall.

## ARTICLE 16

### Miscellaneous Provisions

- A. Teachers shall be informed of a telephone number or website address that they can access to report unavailability for work. The Board shall provide an answering machine or other similar device so that calls may be received at any time. Teachers must call at least one (1) hour before their scheduled starting time, but in no case later than 6:30 a.m., except in case of emergency. If a teacher fails to report unavailability for work by the stated time, he/she shall forfeit the cost of substitute pay for that day.
- B. This agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Copies of this Agreement shall be printed, the cost shall be shared equally by the Board and the Association and presented to all teachers now employed by the Board and hereafter employed by the Board.
- D. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all provisions or applications shall continue in full force and effect.
- E. The Board endorses the concept of using only full-time teachers. If the Board determines that it is necessary to have a less than full-time position, they shall first discuss the matter with the Association.
- F. Hand Scan: Teachers hired under this agreement will be required to pay for their own full hand scan at a state-authorized facility of their choice.

## ARTICLE 17

### Salary

- A. Longevity: Any teacher with fifteen (15) years total teaching experience credit which includes at least ten (10) years in Montrose shall receive an additional six hundred (\$600) dollars per year. An additional six hundred (\$600) dollars will be paid each year after twenty (20) years, an additional six hundred (\$600) dollars will be paid each year after twenty-five (25) years and an additional six hundred (\$600) dollars will be paid each year after thirty (30) years. (Note: Total per year after thirty (30) years is two thousand four hundred dollars (\$2400).
- B. Experience credit: No new hires shall be placed on a higher step on the salary schedule than any current employee with equivalent, or greater, years of service (does not include lane assignment). Full credit will be given for continuous service in the district.
- C. Military Service Credit: Service credit will be granted in accordance with State and Federal Law. All military service credit granted under previous contracts will remain in effect.
- D. Experience credit increments shall be credited at the beginning of each school year. Increments for educational advancement shall be credited at the beginning of each semester.
- E. One-half (1/2) year increments will be granted for fifty (50) days service in a semester. This provision does not apply to the days of service accrued prior to September 1, 2013 or substitutes.
- F. Teachers working weeks in addition to the school year calendar developed through the process described in Article 5, Paragraph L shall be paid at the regular contract rate.
- G. Any teacher leaving the Montrose School system with 10 or more years of service in Montrose shall receive as a severance benefit, payment of forty-five (\$45) for each unused sick day. In the event of said employee's death, his/her beneficiary as indicated on the teacher's school term life policy shall receive this accrued sick leave benefit. This does not limit the number of days that can be accumulated for sick use.
- H. Early retirement plans may be considered and agreed to by the Association and the Board.
- I. Educational credits beyond the Master's Degree will only be credited if obtained after the date that the Master's Degree is awarded. All employees hired prior to September 1, 2013 will be exempt from the language if educational credits beyond the Master's Degree have already been recognized by the board.

**ARTICLE 18**

Duration of Agreement

This agreement shall be effective as of September 1, 2019 and continue in effect until August 31, 2022.

Montrose Education Association

Montrose Board of Education

Travis L Elliott (P)

[Signature]

M. Cherish Wolfe (VP)

Coetta Adams

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## SCHEDULE A

### Salary Schedule

- A. Inasmuch that the fiscal stability of the District is in the best interests of all employee groups, it is also recognized that all employees must be recognized as partners in the shared efforts to maintain adequate resources. As such, the following compensation agreement shall remain in effect for the duration of this agreement.
- B. Beginning with the 2019-2020 school year and for the duration of this agreement, compensation for teachers shall be based on the salary schedule shown in Table A. Annual adjustments to this schedule shall be calculated on the basis of the District's general fund balance as determined by the official financial audit for the previous school year as follows:

Audited General Fund Balance	Compensation Formula
General Fund Balance less than 10%	Freeze in Salary and No Step Increase
General Fund Balance equal to 10%	Step Increase
General Fund Balance equal to or greater than 11%	0.75% (0.0075) increase to the base
General Fund Balance equal to or greater than 12%	An additional 0.75% (0.0075) increase to the base (cumulative gain of 1.5% (0.015%) to the base

SALARY SCHEDULE - TABLE A 2018-19 SCHOOL YEAR *Subject to change based on 2019 Audit					
STEP	BA	BA+18	MA	MA+15	MA+30
0	<b>\$36,582</b>	\$38,411	\$40,331	\$42,348	\$44,465
0.5	\$37,496	\$39,371	\$41,340	\$43,406	\$45,577
1	\$38,411	\$40,332	\$42,348	\$44,466	\$46,689
1.5	\$39,371	\$41,340	\$43,407	\$45,577	\$47,856
2	\$40,332	\$42,349	\$44,466	\$46,689	\$49,024
2.5	\$41,340	\$43,407	\$45,578	\$47,857	\$50,249
3	\$42,349	\$44,466	\$46,690	\$49,024	\$51,475
3.5	\$43,408	\$45,578	\$47,857	\$50,250	\$52,762
4	\$44,467	\$46,690	\$49,025	\$51,476	\$54,050
4.5	\$45,579	\$47,857	\$50,250	\$52,763	\$55,401
5	\$46,691	\$49,025	\$51,476	\$54,050	\$56,753
5.5	\$47,858	\$50,251	\$52,763	\$55,402	\$58,172
6	\$49,026	\$51,477	\$54,051	\$56,753	\$59,591
6.5		\$52,764	\$55,402	\$58,172	\$61,081
7		\$54,051	\$56,754	\$59,592	\$62,571
7.5		\$55,403	\$58,173	\$61,081	\$64,135
8		\$56,754	\$59,592	\$62,572	\$65,700
8.5		\$58,173	\$61,082	\$64,136	\$67,343
9		\$59,593	\$62,572	\$65,701	\$68,986
9.5		\$61,083	\$64,137	\$67,343	\$70,711
10		\$62,573	\$65,702	\$68,987	\$72,436
10.5		\$64,137	\$67,344	\$70,711	\$74,247
11		\$65,702	\$68,987	\$72,437	\$76,059

This chart is for illustrative and reference purposes only.

**SALARY SCHEDULE - TABLE A (19-20)  
WITH 1.5% (0.015) INCREASE**

<b>STEP</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
0	<b>\$37,130</b>	\$38,987	\$40,936	\$42,983	\$45,132
0.5	\$38,059	\$39,962	\$41,960	\$44,058	\$46,260
1	\$38,987	\$40,937	\$42,983	\$45,133	\$47,389
1.5	\$39,962	\$41,960	\$44,058	\$46,261	\$48,574
2	\$40,937	\$42,984	\$45,133	\$47,390	\$49,759
2.5	\$41,960	\$44,058	\$46,261	\$48,574	\$51,003
3	\$42,984	\$45,133	\$47,390	\$49,760	\$52,248
3.5	\$44,059	\$46,262	\$48,575	\$51,004	\$53,554
4	\$45,134	\$47,391	\$49,760	\$52,248	\$54,861
4.5	\$46,262	\$48,575	\$51,004	\$53,554	\$56,232
5	\$47,391	\$49,761	\$52,249	\$54,861	\$57,604
5.5	\$48,576	\$51,005	\$53,555	\$56,233	\$59,044
6	\$49,761	\$52,249	\$54,862	\$57,605	\$60,485
6.5		\$53,555	\$56,233	\$59,045	\$61,997
7		\$54,862	\$57,605	\$60,485	\$63,510
7.5		\$56,234	\$59,045	\$61,998	\$65,097
8		\$57,606	\$60,486	\$63,510	\$66,686
8.5		\$59,046	\$61,998	\$65,098	\$68,353
9		\$60,487	\$63,511	\$66,686	\$70,021
9.5		\$61,999	\$65,099	\$68,354	\$71,771
10		\$63,512	\$66,687	\$70,021	\$73,523
10.5		\$65,099	\$68,354	\$71,772	\$75,361
11		\$66,688	\$70,022	\$73,523	\$77,199

## **SCHEDULE B**

### **Extra Pay for Athletics**

- A. All percentages are based on the years of experience in the specific activity. All Schedule B pay will be based on a maximum BA + 18 scale. All employees who continuously held a Schedule B position on or before September 1, 2013 are grandfathered in regards to this agreement.
- B. With prior approval of the Athletic Director, if one person fills both the head and assistant coaching positions simultaneously, the individual will be paid the full head-coaching rate and one-half the assistant rate.
- C. The Association reserves the right to have the compensation schedule listed in the contract and the amount shall be accepted by both parties. Association members will be regarded as District employees during their performance of Schedule B duties and held responsible to the District's Athletic Director for evaluation.
- D. Both parties agree the Association members shall be given first preference to positions that are open on Schedule B before individuals outside the Association are considered. All Association members that fill those positions must be qualified and meet any and all qualifications prior to accepting a position.

### **SCHEDULE B: Differentials**

- 1. All positions must be approved through the superintendent or his designee prior to the beginning of the activity
- 2. Off-Season Programs 3% of Base. These programs will be approved or rejected by the athletic director within 10 days of application. It is strongly recommended by the Administration that all Varsity Head Coaches conduct summer programs for their perspective athletes. Proposal shall be made in writing and written approval granted before any program can begin. Proposals shall relate directly to existing varsity programs. The AD will have authority to limit the number of programs based on the contribution of the off-season program to the regular program. Every attempt will be made to equally distribute requests.
- 3. Coaches on sick leave shall not actively coach their teams. Sick leaves exceeding five (5) consecutive days, upon the discretion of the Athletic Director, may be subject to pay reduction at that coach's daily pay rate for said sport.

## SCHEDULE B: Differentials

### **Football**

1 Head Coach	11%
2 Varsity Assistant Coach	4%
1 Junior Varsity Coach	7%
1 Junior Varsity Assistant Coach	4%
1 Freshman Head Coach	5%
1 Freshman Assistant Coach	3%

### **Basketball (Male)**

1 Head Coach	11%
1 Varsity Assistant Coach	6%
1 Junior Varsity Coach	6%
1 Freshman Coach	5%

### **Basketball (Female)**

1 Head Coach	11%
1 Varsity Assistant Coach	6%
1 Junior Varsity Coach	6%
1 Freshman Coach	5%

### **Wrestling**

1 Head Coach	10%
1 Assistant Coach	7%

### **Baseball**

1 Head Coach	9%
1 Junior Varsity Coach	6%
1 Assistant/ Freshman Coaches	5%

### **Softball**

1 Head Coach	9%
1 Junior Varsity Coach	6%
1 Assistant/ Freshman Coaches	5%

### **Track (Male)**

1 Head Coach	7%
1 Assistant Coach	5%

### **Track (Female)**

1 Head Coach	7%
1 Assistant Coach	5%



## SCHEDULE B: Differentials

### Volleyball

1 Head Coach	10%
1 Junior Varsity Coach	6%
1 Freshman Coach	5%

### Soccer

1 Head Boys Coach	9%
1 Boys Assistant	5%
1 Head Girls Coach	9%
1 Girls Assistant	5%

### Cross Country (Boys and Girls)

1 Head Coach	7%
1 Assistant Coach	5%

### Golf

1 Head Boys Coach	6%
1 Head Girls Coach	6%

### Cheerleading

1 Head Coach Football	7%
1 Assistant (10 participants)	5%
1 Head Basketball or Competitive Cheer	7%
1 Assistant (10 participants)	5%

### Middle School Sports

#### Boys 7th & 8<sup>th</sup>

1 Track	4%
2 Football	4%
2 Basketball	4%
2 Wrestling	4%
2 Baseball	4%
1 Cross Country (boys and girls)-	4%

#### Girls 7th & 8th

2 Basketball	4%
2 Softball	4%
2 Volleyball	4%
1 Track	4%

### Cheerleaders

1 Head Coach Football	4%
1 Head Coach Basketball or Competitive Cheer	4%

## SCHEDULE C

### Extra pay for Extra Work

A. All percentages are based on the years of experience in the specific activity. All Schedule C pay will be based on a maximum BA + 18 scale. All employees who continuously held a schedule C position on or before September 1, 2013 are grandfathered in regards to this agreement.

#### Differentials

Debate & Forensics	2 %
Drama (Musical and Play must alternate every other year).	
Musical	
High School Artistic Director	8 %
Middle School Artistic Director	6 %
High School Vocal Director	4 %
Middle School Vocal Director	2 %
Play	
High School Artistic Director	6 %
Middle School Artistic Director	4 %
High School Bands (Football games/2 concerts/1 festival)	6 %
Middle School Bands (2 concerts/1 festival)	3.5 %
High School Choir (2 concerts/1 festival)	2 %
Middle School Choir (2 concerts/1 festival)	2 %
Elementary Music Director (2 concerts)	2 %
High School Quiz Bowl	4 %
Middle School Quiz Bowl	4 %
Student Council Advisor	3.5 % of base
National Honor Society	3.5 % of base
Sr. Sponsor (2)	2 % of base
Prom Advisor (1)	2 % of base
Jr. Sponsor (1)	2 % of base
Sophomore Sponsor (1)	1.5 % of base
Freshman Sponsor (1)	1.5% of base
8th Grade Sponsor (1)	1 % for fundraiser
7th Grade Sponsor (1)	1 % for fundraiser
6th Grade Sponsor (1)	1 % for fundraiser

## SCHEDULE C: Differentials

5th Grade Sponsor (1)	1 % for fundraiser
4th Grade Sponsor (1)	1 % for fundraiser
Department Chairs	2 % of base
Committee Chairs (2 per building)	2 % of base
Special Olympics Coordinator	2 % of base
Special Olympic Building Sponsor	0.5% of base
Safety Patrol	2 % of base
Teaching without conference period	Hourly pro-ration on step $\frac{1}{5}$ of salary
High School Yearbook	4%
Middle School Yearbook	4 % of base
Digital Media Coordinator	4%
Approved Club Sponsor	2 % of base
Driver Education	.069 % of base
Driver Education Coordinator	3 % of base
Athletic Event Supervisor (3 positions – 1 fall / 1 winter / 1 spring)	\$1500 per season
Work at Athletic Events	
Timers/Scorers	
1 Athletic Event/ night	0.1 % of base
2 Athletic Event/ night	0.125 % of base
3 Athletic Event/ night	0.15 % of base
Ticket takers	
1 Athletic Event/ night	0.077 % of base
2 Athletic Event/ night	0.1 % of base
3 Athletic Event/ night	0.125 % of base
Curriculum Assistant (1)	6% of base
Sub during conference Period or	
Elem. subbing for Spec. Area Teacher (Comp time will accumulate and will be equally distributed.)	.077% or 1-hour comp. time

## SCHEDULE C: Differentials

- B. Departments at the High School will, every two years, recommend from among its members a chairperson to the principal by May 1st. The final selection of the Chairperson shall be the responsibility of the Building Principal. Departments that may be assigned a Chairperson include English Language Arts, Math, Science, Social Studies and Special Education. Goals and Expectations for each department will be developed by the High School Principal and Department Chairperson annually. These positions will remain viable within budget constraints and the District reserves the right to structure alternate pathways to achieve levels of communication and collaboration necessary for effective curriculum alignment and development in lieu of Department Chairpersons.
- C. The numbers of positions indicated in each extra pay area are suggestions only. In exercising its discretion as to the operation and the staffing of such activities the Board may consider participation and financial resources.
- D. The parties recognize that it is not necessary that a teacher be restricted in his/her extra-pay (Schedule B and C) assignment to only the building of his/her teaching assignment but such is recognized as a valid and important factor in selection.
- E. Two or more teachers may share the duties of a schedule B or C activity provided all details as to the specific duties of each party and the amount or reimbursement are reduced to writing and approved by the Superintendent or his/her designee and signed by all parties. A copy of any agreement to share assignments will be forwarded to the Association.
- F. Mentor Teacher Compensation
- |          |          |
|----------|----------|
| 1st Year | \$400.00 |
| 2nd Year | \$300.00 |
| 3rd Year | \$200.00 |
1. A mentor is defined as an experienced educator that voluntarily agrees to be a mentee.
  2. A mentor teacher will be provided for all new teachers, as well as current teachers that make a significant grade or subject change if requested by the teacher for one year at the 3<sup>rd</sup> year rate, and approved by the building principal.
  3. When bargaining unit members are involved, every effort shall be made to establish matches in the same subject and or grade level.
  4. The relationship of the mentor is that of assistance and shall not be used in the evaluation process.
  5. The role of the mentor shall be to provide assistance, resources and information, and demonstrate effective instructional techniques. They must meet regularly and provide assistance in the following areas: curriculum and instructional strategies, organizational skills, classroom organization and management techniques, diagnosing student learner needs and differences, assessing student progress and school operations.
  6. A yearly plan will be developed by the new teacher and Mentor and shared with the principal each September. This plan must include at least 2 (two) formal meetings or visits each month by the mentor and the new teacher. This plan and the teachers involved may be shared with the association.
  7. A mentee may request that he/she be released from this relationship and request reassignment if a case can be made for such a request to be fulfilled.
- G. Merit Pay – The Parties agree that MCL 423.215(3)(o) states that methods of compensation which provide for compensation which comply with MCL 380.1250 are prohibited subjects of bargaining. However, the Parties recognize that MCL 388.1764h states that a school district will not enter into a collective bargaining agreement which does not comply with MCL 380.1250. Therefore, the Parties acknowledge that the District has a Board Policy to compensate teachers which complies with MCL 380.1250. Further, the Parties agree that the Board Policy which complies with MCL 380.1250 is not subject to collective bargaining pursuant to MCL 423.215(3)(o). The parties agree that all forms of merit pay will be in addition to compensation, including schedule A, outlined in this Agreement.

## SCHEDULE D

### Pay Dates

It is the Board's intent to pay employees every two weeks. However, depending on the calendar year and the start/end of each year, there may be occasions when it is necessary to provide 27 pay periods in order to avoid a "payless pay day." On those occasions it is agreed that employees will have their annual compensation amount distributed equally over 27 pay periods as opposed to the usual 26. This agreement does not impact employees who have elected 21 pay periods.

<b>PAY DATES - TEACHERS</b>					
<b>2019-2020</b>		<b>2020-2021</b>		<b>2021-2022</b>	
<b>Pay Date</b>	<b>Pay #</b>	<b>Pay Date</b>	<b>Pay #</b>	<b>Pay Date</b>	<b>Pay #</b>
August 30, 2019	1	August 28, 2020	1	August 27, 2021	1
September 13, 2019	2	September 11, 2020	2	September 10, 2021	2
September 27, 2019	3	September 25, 2020	3	September 24, 2021	3
October 11, 2019	4	October 9, 2020	4	October 8, 2021	4
October 25, 2019	5	October 23, 2020	5	October 22, 2021	5
November 8, 2019	6	November 6, 2020	6	November 5, 2021	6
November 22, 2019	7	November 20, 2020	7	November 19, 2021	7
December 6, 2019	8	December 4, 2020	8	December 3, 2021	8
December 20, 2019	9	December 18, 2020	9	December 17, 2021	9
January 3, 2020	10	January 1, 2021	10	December 31, 2021	10
January 17, 2020	11	January 15, 2021	11	January 14, 2022	11
January 31, 2020	12	January 29, 2021	12	January 28, 2022	12
February 14, 2020	13	February 12, 2021	13	February 11, 2022	13
February 28, 2020	14	February 26, 2021	14	February 25, 2022	14
March 13, 2020	15	March 12, 2021	15	March 11, 2022	15
March 27, 2020	16	March 26, 2021	16	March 25, 2022	16
April 10, 2020	17	April 9, 2021	17	April 8, 2022	17
April 24, 2020	18	April 23, 2021	18	April 22, 2022	18
May 8, 2020	19	May 7, 2021	19	May 6, 2022	19
May 22, 2020	20	May 21, 2021	20	May 20, 2022	20
June 5, 2020	21	June 4, 2021	21	June 3, 2022	21
June 19, 2020	22	June 18, 2021	22	June 17, 2022	22
July 3, 2020	23	July 2, 2021	23	July 1, 2022	23
July 17, 2020	24	July 16, 2021	24	July 15, 2022	24
July 31, 2020	25	July 30, 2021	25	July 29, 2022	25
August 14, 2020	26	August 13, 2021	26	August 12, 2022	26
<b>NA</b>	<b>27*</b>	<b>NA</b>	<b>27*</b>	<b>NA</b>	<b>27*</b>

**SCHEDULE E**

**Job Sharing Agreement**

The Board reserves its right to determine whether individual employees will be permitted to participate in job sharing. Once the decision has been made to permit job sharing, then the following procedures and employment conditions will control.

1. The Job-Sharing Agreement will be for the contractual year (as noted below.) In order to continue in the program, the employee must re-apply for the next contractual year.
2. Reimbursement shall consist of the pro-rated payment of salary, retirement and insurance premiums, subject to carrier restrictions.
3. Request for renewal of a job-sharing agreement must be filed by April 15.
4. New request for a job-sharing agreement must be filed by August 1.

School Year \_\_\_\_\_

\_\_\_\_\_  
Percentage of Time Worked

\_\_\_\_\_  
Name

\_\_\_\_\_  
Job Sharing Partner

\_\_\_\_\_  
Placement

The conditions as outlined above are acceptable.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

## **SCHEDULE F**

### **Comp Time**

- A. Comp time is earned by substituting for another teacher during a teacher's conference period or before or after school teaching assignments. Teachers will be awarded comp time when scheduled school wide activities requiring their being with their students conflicts with their regularly scheduled planning time. No more than thirty (30) hours of comp time may be used in any one school year.
- B. Teachers have the option of accumulating comp time from one year to the next or being reimbursed at the contracted rate, which is currently twenty-five (\$25.00) dollars per period. At this time only, a teacher may request that any or all remaining comp time be also paid off at twenty-five (\$25.00) dollars per period. A maximum of 2 days of comp time may be carried over into the subsequent year.
- C. Comp time may be used on an hourly basis if a teacher within the district can cover the class. If a substitute teacher is required, comp time must be used in half (1/2) day increments.
  - 1. Comp time may be used at any time with the following exceptions:
  - 2. It may not be used during the last five (5) student days or during the first three (3) student days of the school year.
  - 3. No more than two teachers per building at a time may be using comp time immediately before or after a vacation period. No more than five (5) teachers district wide. If more than the allowed number of teachers request use of comp time before or after holidays or vacation days, the teachers who have extended holidays or vacations with comp time most recently shall have their requests denied.
  - 4. Teachers may use comp time no more than two (2) consecutive days at a time.
  - 5. Comp days (not hours) requested within forty-eight (48) hours of intended use may be denied or granted by the Superintendent.
  - 6. Comp time to be distributed as evenly among teachers as possible.
  - 7. Comp time may not be used on in-service or parent/teacher conference days.
  - 8. Comp time may not be used in conjunction with business or personal days, unless in the case of extenuating circumstance with the approval by the Superintendent.

## **SCHEDULE G**

### **Independent Study**

#### **PURPOSE**

Due to the size of the student body in Montrose, it is sometimes not possible to offer classes, which will provide higher level learning opportunities to the students. It is the desire of the Association and the Board to attempt to meet this need through a program of Independent Study. To this end, it is agreed as follows:

#### **CONDITIONS**

1. A student must secure an application from the counselor and get administrative approval before starting independent study. This application must be submitted no later than the week of the semester prior to the desired independent study. The counselor shall determine an appropriate staff member to meet the needs of the student and shall approach the staff member with the opportunity to supervise the independent study, with top priority given to teachers currently teaching the course, then those that have previously taught the course. The staff member shall have full rights to deny the sponsorship.
2. No more than five (5) Independent Study students may be assigned to a teacher at any one time.
3. In order to avoid disruption of the teacher's regular classes, every effort will be made to assign Independent Study students during a teacher's preparation period.
4. The teacher working with an Independent Study student will be solely responsible for determining the goals and evaluating the performance of the student.
5. Teachers working with Independent Study students will be paid three-hundred (\$300) dollars per student, per semester.
6. Student requests for independent studies will be distributed among the appropriately certified teachers as fairly as possible.
7. Selected students from the 11th and 12th grades will be permitted to do independent study in some field that they are particularly interested in. This is in addition to their regular classes. To participate in independent study, a student must have an overall average of at least a "C" with an average of at least a "B" in the field of special interest. The student must have an advisor who will meet with him/her at least once a week. Studies must be completed by the end of the semester in which they are started. Students will earn credit comparable to any class, which meets for one semester.
8. Priority status will be given first to students who meet the above criteria and their course of study is not being offered in the master schedule. Second priority goes to senior students who meet the above criteria and have a scheduling conflict in the master schedule. After the above two priorities have been met, we will consider other student requests. Teachers will accept Independent Study students on a voluntary basis only working through the guidance counseling staff.



## **SCHEDULE H**

### **Donation of Sick Days to Short Term Sick Bank**

The purpose of the donation of sick days is to assist professional staff members who suffer prolonged illness/disability. A request for donation days must be made in writing by the requesting member to the member's association representative, who will present the request to the Association President. The Association President will request donation days from the Montrose Education Association, when the following criteria have been met:

1. The member must have exhausted all personal sick leave, personal business, and comp days.
2. Donation days cannot be used simultaneously with the sick bank.
3. A doctor's written statement must be presented to the Superintendent or designee at the time of the request for donation days, confirming the need for leave from work.
4. A teacher must have worked more than 90 days of his/her first year to be eligible to request days.
5. No teacher shall draw more than three (3) donation days without approval by the executive board of the Montrose Education Association.
6. Maternity leave shall be treated the same as illness/disability with all the benefits as well as the restrictions stated above.

### **RTT Legislation: School Reform /Redesign Model**

In keeping with Section 15 of the Public Employment Relations Act, it is recognized that should the Montrose Community School District, (the District) represented by the Montrose Education Association (the Association) be placed in the state school reform/redesign school district or is placed under a chief executive officer under the section 1280c of the revised school code, 1976 PA 451, MCL 380.1280c, then for the purposes of collective bargaining under this act, the state school reform/redesign officer or the chief executive officer, as applicable, is the public school employer of the public school employees of that public school for as long as the public school is part of the state school reform/redesign school district or operated by the chief executive officer.

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