

MASTER AGREEMENT

BETWEEN

MESICK CONSOLIDATED SCHOOLS

AND

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

JULY 1, 2017 – JUNE 30, 2019

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AGREEMENT

This Agreement, effective this 1st day of July, 2017 by and between the Mesick Consolidated Schools Board of Education of Mesick, Michigan, hereinafter called "Board" and the Mesick Education Association, (an affiliate of the Michigan and National Education Associations), of Mesick, Michigan, hereinafter called "Association";

WITNESSETH

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

WHEREAS both parties have a statutory obligation, pursuant to the Public Employment Relations Act, to bargain with respect to hours, wages, terms and conditions of employment, and

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

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

ARTICLE I **RECOGNITION**

The Board hereby recognizes the Association as the exclusive negotiating representative as defined in Section 11 of Act 379, Public Employment Relation Act for all professional certified teachers, counselors, excluding adult education teachers, substitutes, social workers and administrative personnel.

ARTICLE II **TEACHER RIGHTS AND PROTECTION**

- A. Pursuant to Act 379 of 1965, the Board hereby agrees that every teaching employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in professional negotiations. The Board will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any of the activities of the Association of collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The

Association shall not discriminate against any teacher who refuses to pay dues to, or participate in activities of the Association.

- B. Nothing contained herein shall be construed to deny or restrict to any teachers rights he/she may have under the Michigan Revised School Code, or other applicable State or Federal laws or regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. This clause shall not apply to the termination of non-tenured teachers. Professional employees within the bargaining unit whose employment is not regulated by the teacher tenure act shall be disciplined with just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth, including arbitration.
- D. A teacher shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Board or its agents. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the teacher shall be advised immediately of said possibility.

No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. If there is disagreement with the information contained in the teacher's personnel file, the teacher may submit a written reply regarding any material, including complaints, within thirty (30) days and the same shall be attached to the file copy of the material in question. When material is to be placed in a teacher's file, the affected teacher shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. A teacher shall be given the opportunity during normal office hours, upon written request, to review information contained in their personnel file not more than two (2) times per calendar year. Except in instances that conflict with the Revised School Code, information in the teacher's personnel file can be corrected if mutually agreed to by the teacher and the employer. Except when the release is ordered in a legal action or arbitration to a party in that legal action or arbitration, disciplinary reports, letters of reprimand, or other records of disciplinary action older than four (4) years old may not be released to a third party. This article may not be construed or enforced in any way that will be in conflict with the Revised School code. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file. Confidential letters of reference secured from outside the school system shall not be added to or included in a teacher's personnel file.

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

- E. Each teacher shall have the right, upon request, to review the contents of his/her personnel file, except for the confidential recommendations. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE III **ASSOCIATION RIGHTS**

- A. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings on days when school is in session, with approval of the Superintendent.
- B. The Board agrees to make available to the Association current information concerning the financial resources of the District (as such information becomes available) that will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
- C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

ARTICLE IV **BOARD RIGHTS**

Pursuant to all applicable laws and regulations, the Board of Education retains the right to:

- A. Hire all employees, determine qualifications; assign or reassign duties; and determine the size of the professional staff.
- B. Suspend, discharge or take other disciplinary action against employees in accordance with the standards and procedures set forth in this Agreement.
- C. Establish programs, services, trades and courses of instruction and provide for athletic, recreational and social events for students as deemed necessary and/or advisable by the Board of Education.

- D. Decide the means and methods of instruction and selection of textbooks, teaching materials, teaching aids and equipment with input from teachers whenever possible.

ARTICLE V
PROFESSIONAL COMPENSATION

- A. The salaries of the teachers covered by the Agreement are set forth in Schedule A, which is attached to, and incorporated in this Agreement.
- B. The basic payments for extra duties of teachers are set forth in Schedule B, which is attached to, and incorporated in this Agreement. Such payment schedule shall remain in effect during the designated periods.
- C. A teacher's daily rate is to be determined by dividing his/her base salary by the number of contract days in the current school year as per the agreed upon calendar.
- D. Teachers shall be paid at a bi-weekly rate obtained by dividing their annual pay by twenty-one (21) or twenty-six (26) . Those choosing the twenty-one (21) pay period will receive their final check on the last regular pay of the school year. Those choosing the twenty-six (26) pay period will receive their checks on a continuing basis throughout the summer or in one lump sum on the last regular pay of the school year. Elections shall be made in writing not later than the teacher orientation day at the beginning of each school year or their first day of work if hired during the school year and shall remain in effect for the entire contract year. The District agrees to publish a list of pay dates at the start of school.

In those years requiring twenty-seven (27) pays to adjust the pay periods with the calendar and the school's fiscal year, the annual pay will be divided by twenty-seven (27) pays. The need to have 27 pays periodically arises because the years with 26 pays do not line up evenly with the calendar. This will only occur with advance notice from the District.

- E. For purposes of clarification with respect to part-time teachers: If the District deems it necessary to meet the needs of the students based on budget concerns or student enrollment, a part-time position may be created. Part-time teachers shall receive a year's service credit for each year worked in that capacity. This service credit shall apply to seniority accumulation and advancement on Schedule A. Paid benefits such as insurance shall be prorated. Paid leave shall be commensurate with what was earned and how it was/is used. (Example: Employee A works six (6) years as a full time employee accumulating fifty-three (53) Employee days, goes half time for a year and accumulates ten (10) half days while using four (4) half days. New accumulation total is fifty-six (56) days. Pay for said positions will be based on the number of hours

worked, multiplied by the teachers daily rate. Teacher prep-time will be considered part of the hours worked. Part time teachers are required to attend staff meetings and scheduled professional development.

ARTICLE VI
TEACHER HOURS

- A. Teaching hours in the Mesick Consolidated School shall be as follows: All teachers will have a daily seven (7) hour, ten (10) minute contractual obligation. Each teacher's workday schedule will be contiguous. The teacher's workday will be scheduled between 7:30 a.m. and 4:00 p.m. The administration shall establish the starting times and ending times for each building. The daily contractual obligation, as specified herein, will be adjusted by the Board and Association, as necessary to meet the requirements of the School Code and/or State Aid Act for minimum student instruction regarding clock hours of instructional time for receipt of all available funding, allowances and appropriations.
- B. All teachers shall have a duty free, uninterrupted lunch period of not less than thirty (30) minutes or more than fifty (50) minutes, not to be included in the seven (7) hour, ten (10) minute contractual obligation.
- C. Each teacher shall have an unassigned preparation period of no less than the equivalent of fifty (50) minutes per day. In grades of Kindergarten through eight (8) this time (two hundred fifty (250) minutes) will be distributed over the week in blocks of time no less than twenty-five (25) minutes in duration. Teachers will not be assigned less than fifty (50) minutes except when scheduled activities such as assemblies, conferences, field trips, etc., prevent it. The intention is to provide each teacher with fifty (50) minutes of preparation time each day, as feasible. Individual teachers will not be assigned less than fifty (50) minutes preparation time in one day without prior consultation for such work assignment.
- D. Attendance at professional staff meetings, for a total to not exceed ninety (90) minutes monthly outside the regular working hours, is mandatory, except when permission for absence is granted by the supervisor or principal. Every effort will be made to end these meetings no later than 5:00 p.m.
- E. Teachers are not required to report to school on days during which school does not operate because of acts of God or employer directed closings. Furthermore, teachers may report at a corresponding later time on days when the start of school is put on hold. In both instances, there will be no loss of pay.

- F. The Board retains the sole right to make up any or all employee work days/hours cancelled or lost because of reasons for which the State Department of Education does not allow such days/hours to be counted as days of student instruction. The rescheduling of such days/hours shall not entitle employees to additional compensation. The days/hours to be made up will be made up at the end of the current school calendar year unless mutually agreed upon by both parties.
- G. Should the Board contemplate instituting summer school or other types of bargaining unit work funded by the general fund budget beyond the regular duty day, all terms and conditions of said employment shall be bargained by the parties.

ARTICLE VII
TEACHING LOADS AND ASSIGNMENTS

- A. Should teacher absences necessitate using teachers on preparation periods as substitutes because no eligible substitutes are available, said teacher giving up his/her preparation period shall be paid at the rate listed in Schedule B for each prep period given up to substitute. Every effort will be made to share the assignments equally. When absences of fifty percent (50%) or more of the day occur, the Administration will call for an eligible substitute.
- B. Elementary scheduled recess periods will be supervised by non-teachers. Elementary teachers may use this as preparation time, as long as it is a scheduled release time.
- C. Any teacher may discuss his/her tentative assignment for the forthcoming year with their building administrator. Teachers who will be affected by a change in assignments or classroom will be notified of their tentative assignment by June 1. Teachers shall be informed of the final assignments and classrooms no later than August 15 unless an unforeseen or emergency situation arises.
- D. The staff will be surveyed prior to the end of each school year to determine teaching preference for the next school term.
- E. Because the Board of Education has the statutory duty to educate all children within the boundaries of the school district and those participating in schools of choice, and because the student/teacher ratio is an important aspect of the educational program, and because the number of students the teacher is required to instruct has a direct bearing upon the amount of work required of the individual teacher, the parties agree the size of the individual classes shall be given careful consideration to balance them by the administration.

Upon the request of the teacher or Association, if educationally appropriate, or economically feasible all options not limited to: balancing class loads, hiring a paraprofessional, or not being able to do anything will be considered. Discussion on whether to do so will be done by the 4th Wednesday count day.

- F. The elementary, junior and senior high school schedules shall be established by the administration, shared with teacher representation, teaching staff, department heads, and counselors. The administrator will utilize collective input from the affected grades or disciplines as much as possible. In the event that teachers are shared between buildings, consideration will be given to ensure that schedules with those teachers will align with contractual requirements and guidelines.
- G. Parent/Teacher Conferences will be scheduled each year in conjunction with the mutual development of the school calendar. The format for the conferences shall likewise be mutually developed each year.
- H. Medically fragile students: No bargaining unit member shall be required to provide school health services except in an emergency situation.
- I. While the parties acknowledge the policy of least restrictive environment (LRE) is legally mandated, they also recognize the extent to which any individual student with disabilities should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual basis.
- J. A teacher who agrees to teach a regularly scheduled extra class in lieu of his/her preparation period shall receive an additional one-seventh (1/7) of his/her contractual salary. This type of extra teaching assignment shall be posted and filled. A teacher substituting during his/her preparation period shall be paid an additional salary as specified in Schedule B under Compensation Hours.

ARTICLE VIII
VACANCIES, PROMOTIONS AND TRANSFERS

- A. Requests by a teacher for transfer to a different class, building or position shall be made in writing to the principal. The application shall state the reasons for requesting transfer and the applicant's qualifications.
- B. When vacancies occur, the superintendent shall notify the Association President and all teachers of vacancies by email and by posting the vacancy on the district's website.

ARTICLE IX
TEACHING CONDITIONS

- A. The District recognizes the necessity of keeping schools reasonably and properly equipped and maintained within the established budget. The District further recognizes its responsibility to maintain schools in a safe and sanitary condition and will consult with other responsible officials when necessary to achieve this end. Teachers and children shall not be required to work and study under unsafe or unsanitary conditions when so determined by such responsible officials or the school Superintendent.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The Board agrees to provide adequate materials and supplies to the extent finances will permit.
- C. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for teachers' use and faculty lounges.
- D. Telephone facilities shall be made available for teachers' use in making calls within the attendance area for school business. Personal long distance calls may not be charged to school accounts. The personal use of cell phones during instructional time, unless used for emergencies, is prohibited.
- E. All teachers shall aid in the supervision and safety of students in the school building and on the school grounds.
- F. Teachers are expected to exercise care in their use of school equipment.
- G. Teachers shall not leave a class unattended during the time instruction is normally scheduled, except in an emergency. The use of a teacher aide or student assistant does not satisfy the supervision requirement except during an emergency or a scheduled supervisory period assigned by the principal.
- H. All classroom teachers will make available a hard copy or electronic access (district provided electronic plan book) general plans for one (1) week in advance.
- I. Lesson plans shall enable the substitute to conduct the class in a manner that will provide lesson continuity. Plans must be available for a substitute prior to teacher reporting time on any given day.

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

ARTICLE X
LEAVES OF ABSENCE

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

- A. At the beginning of each school year all teachers shall receive credit for ten (10) sick days cumulative to one hundred fifty (150) days. The sick days may be used by a teacher for the following reasons and subject to the following conditions:
 - 1. The sick days may be used for personal illness or disability and in the case of illness or disability of immediate family.
 - 2. At the beginning of each school year, each teacher shall be credited with four (4) personal days to be used for any purpose at the discretion of the teacher. A teacher planning to use these days shall notify his/her principal at least one (1) day in advance, except in cases of emergency. The days immediately preceding or the days immediately following a legal holiday or school recess (e.g. Thanksgiving, Christmas vacations, opening day of rifle season for deer) will not be recognized by the employer as a personal leave day, except in cases of emergency. Because of difficulty in securing substitutes, no more than six (6) teachers shall be allowed personal leave use per day, two (2) of which must have at least one (1) weeks' notice except in cases of emergency or approval of the building principal. Unused personal days will revert to sick leave accumulation at the end of each school year.
 - 3. The Board and the Mesick Education Association agree that there are special situations that may occur during a professional teacher's contractual calendar (graduations, weddings, once-in-a-lifetime events) that require special consideration for leave. These events will be handled through the Special

Leave Application and must be approved by the Special Leave Committee made up of administrators and members of the MEA executive committee. It is understood that personal days must be used for this leave. Applications need to be turned in no less than 30 school days prior to leave. All decisions made by the SLC are final.

4. Deaths in the Immediate Family: Funeral leaves not to exceed four (4) working days per occurrence will be granted in case of death in the immediate family. Immediate family shall be interpreted as spouse, son, daughter, mother, father, brother, sister, in-laws, grandchildren, grandparents, or dependents living in the same household of said Employee. These funeral days for immediate family members shall not be deducted from an employee's bank. An additional two (2) days will be allowed for travel time upon prior approval by the Superintendent or designee and may be deducted from the employee leave bank. The teacher may use one (1) day per death for attendance at a funeral service of a person whose relationship (not necessarily blood related) to the teacher warrants such attendance. Said day will be deducted from the bank.

B. The Board shall furnish each teacher with a written statement at the beginning of each school year, setting forth the total employee leave accumulation. The District will print on the bi-weekly check stubs, the current available sick days.

C. A teacher who is unable to work because of personal illness or disability and who has exhausted all leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year and the leave may be renewed each year, at the discretion of the Board, and upon written request by the teacher. The Board agrees to provide health insurance coverage as negotiated for the first eighteen (18) weeks of unpaid leave. Upon return from the initially granted leave, the teacher shall be assigned to an equivalent position for which he/she is certified and qualified. Compliance with these standards shall be regarded as constituting restoration for purpose of the Family & Medical Leave Act.

It shall be the teacher's responsibility to notify the principal no less than thirty (30) days in advance of intent to return, to prevent the hiring of a substitute for that assignment. Failure to comply with this provision will result in the amount necessary to pay the substitute being deducted from the salary of the teacher.

D. Absence due to injury or illness incurred in the course of the teacher's employment with the Mesick Consolidated Schools shall not be charged against the teacher's sick days. The employer shall pay to such teacher the difference between his/her net salary and any benefits received under the worker's compensation act for a maximum of ninety (90) working days, which shall not be charged against the teacher's

accumulated sick days. Thereafter, the teacher shall be placed on unpaid leave of absence due to his/her disability while he/she is receiving benefits under the Worker's Compensation Act. The teacher's sick days, in one-half (1/2) day increments, may be used after the first ninety (90) working days to offset any difference between his/her net compensation. The employer shall provide health insurance coverage as negotiated for the first year of a teacher's absence under these conditions.

- E. If, after teaching in the District for fifteen (15) years, a teacher severs his/her employment for any reason, other than dismissal for reasons that are not arbitrary and capricious, he/she shall receive payment for all accumulated sick leave at \$100 per day. If start date is after July 1, 2017, teacher may only receive sick leave pay out for an accumulated 100 days.
- F. In the event of illness or other case in which a teacher is unable to report to work he/she shall notify the respective principal, Superintendent or designee at the earliest possible time, to obtain a substitute. If a teacher becomes ill during the school day and is unable to continue work, the teacher shall notify the administrative office to arrange for room coverage. The Superintendent shall have the right to request an explanation for use of sick leave, should it be thought that there is a misuse or abuse of same. Every effort will be made to schedule medical/dental appointments after school hours.
- G. A teacher called for jury duty shall be paid his/her full salary for such time needed; however, he/she shall be required to return any per diem received for such jury duty service to the school district.
- H. A teacher subpoenaed to testify during school hours in any judicial or administrative matter connected with the teacher's employment or the school shall be paid his/her full salary for such time needed. Should a per diem be received by said teacher for such time, the teacher shall be required to return same to the school district.
- I. Teachers elected or otherwise selected to serve on the governing board of an area teacher center, State Board of Education/Department of Education committee or task force, and/or similar professional advisory policy making body shall be allowed adequate leave time to attend related meetings and activities, with the approval of the Superintendent.
- J. A leave of absence for military service shall be granted in accordance with applicable state and federal law.
- K. The employer may grant a leave of absence of not more than sixty (60) days without pay to any teacher to campaign for a public office.

- L. The employer shall have the prerogative to extend leaves or to grant leaves for reasons not covered in this Agreement, when such leaves would be in the best interest of the school system.
- M. The Board may grant up to one (1) year leave of absence for general purposes, provided the teacher has submitted the request ten (10) days in advance, except in case of emergency. Teachers may during the term of the leave continue fringe benefits at no cost to the Board. Upon the conclusion of the leave, the teacher shall be returned to a teaching position for which they are certified and qualified and shall retain all accumulated leave and seniority. The intent to return must be made in writing no later than November 15 for a first semester leave and May 1 for a second semester leave.
- N. Pursuant to the provisions of the Family and Medical Leave Act, eligible teachers shall be granted unpaid leave for the purposes and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any unpaid leave, which is otherwise available under the provision of this Agreement for the same purposes for which leave is to be provided under the FMLA shall be used concurrently with the leave provided under the FMLA and shall be credited toward fulfilling the leave entitlement of the eligible teacher to the extent permitted by the law and its implementing regulations.

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

- O. Gifting of Sick Days
 - 1. Only tenure teachers may gift.
 - 2. The giver must have a minimum of twenty-five (25) accumulated days in order to offer a gift.
 - 3. This is a gift, not a loan or a trade.

4. A gift can only be given to a teacher who has exhausted their sick leave.
5. Gifts must be given in increments of three (3) full days.
6. The three (3) days must be used before the person can receive another three (3) days from another giver. Unused days may not be transferred back to the giver. The days must be used and not accumulated or carried over to the next year.
7. These sick days are for leave, not to be "cashed in" if a person severs his/her employment as covered in Article XI, Section E.
8. It is the giver's responsibility to go to the school business office and to request, by form, a transfer of three (3) days from their days to the other person's days.
9. Maximum number of days gifted per recipient per school year is ninety (90).

P. Association Business

At the beginning of every school year, the Association shall be credited with three (3) days per year to be used by teachers who are officers or agents of the Association. Use of Association days shall be at the discretion of the Association. No more than three (3) officers or agents of the Association will use an Association day on the same date except by mutual agreement of both the Association and District. The Association will reimburse the District for the cost of the substitute(s) for each day.

ARTICLE XI
SENIORITY, QUALIFICATIONS, CERTIFICATION

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

A. Seniority

1. Seniority shall be defined as years of service in the bargaining unit dating from the first date of work. Periods of time spent on leaves of absence and on layoff shall not constitute a break in service and seniority shall be deemed to accrue during such periods.

2. Periods of time served in the administrative capacity in the school district (for administrators, employed by the Board on or before June 7, 1992) shall accrue to and including the conclusion of the 1991-92 school year. Accrued seniority shall be regarded as frozen with the commencement of the 1992-95 Agreement. A bargaining unit member who leaves the bargaining unit to take an administrative position in the Mesick Consolidated Schools shall lose all seniority in the bargaining unit.
3. A seniority list consistent with the foregoing definition shall be prepared within thirty (30) days of the execution of this Agreement and by November 1 during succeeding academic years. In the event that more than one individual began work on the same date, position on the seniority list shall be determined by the onetime drawing of lots on that date. Any such drawing will be conducted openly with the Association President, his/her designee, and the affected employees present. The Association will review the seniority list for accuracy and notify the Board of any errors or discrepancies within thirty (30) days of the publication of the list. If no notification is received within the latter period, the Board's list shall be considered conclusive. The parties will meet to attempt to resolve any discrepancies in the seniority list. Any remaining dispute will be subject to the grievance procedure.

B. Qualifications

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

1. For positions at kindergarten-sixth grade, self contained classrooms, possession of an elementary certificate. For positions in special elementary areas, such as music, art, and physical education, the teacher must possess specific certification in the subjects to be taught.
2. For positions in grades 7-12 possession of a major or minor(s) in the subject(s) to be taught or Michigan teaching certificate endorsement requiring training in the subject to be taught, or highly qualified as defined by the State of Michigan.
3. Teachers must possess the qualifications set forth in the applications or grants of any federally or state funded programs to be eligible to be assigned to such programs.
4. Special education teachers shall be deemed to be qualified for special education assignments if they are certified by the state of Michigan for those positions.

5. Bargaining unit members must meet all applicable standards for a "highly qualified teacher" under the No Child Left Behind Act of 2001, including the NCLB Final Regulations, 34 CFR 200.55-200.56 and the Michigan definition for Identifying Highly Qualified Teachers as approved by the State Board of Education. No provision in this agreement shall be construed to prevent or prohibit the Board from taking actions required under NCLB. The Board and the Association agree to construe and effectuate this Agreement to ensure full implementation of all NCLB requirements.

C. Certifications

"Certified" shall be defined as holding all certificates, endorsements and approvals required by law and Michigan Department of Education regulation to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements or approvals with the school district. The certification status of a teacher on file with the school district shall be considered conclusive for all purposes under this contract.

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

ARTICLE XII
TEACHER EVALUATION AND MENTOR TEACHERS

The teacher evaluation system shall comply with School Board policy and administrative guidelines.

- A. The Board and Association realize that a new teacher may need help and orientation to be an effective teacher at Mesick Consolidated Schools. The parties agree that providing Mentor Teachers for probationary teachers is an essential practice and further agree to cooperate in providing this assistance.
 1. A Mentor Teacher as defined in Section 1526 of the School Code, may be a member of the bargaining unit.

2. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. Mentor teachers shall follow the Mentor Teacher Plan as outlined in the teacher handbook.
3. A Mentor Teacher shall be assigned in accordance with the following:
 - a. The Mentor Teacher may be a tenured member of the bargaining unit.
 - b. Participation as a Mentor Teacher shall be voluntary.
 - c. The District shall notify the Association within five (5) days of hiring a new teacher.
 - d. The Administration shall notify the Association when a potential Mentor Teacher is matched with a bargaining unit member (Mentee).
 - e. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 - f. The Mentee shall only be assigned to one (1) Mentor Teacher at a time.
4. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.
5. Upon request, the administration may make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible the

Mentor Teacher and Mentee shall be assigned common preparation time.

6. Mentees may be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. For purposes of this section a day has been defined as six hours. Teachers who attend induction training during the regular workday will receive their regular salary. The Board may pay for such training which occurs outside the regular workday or work year. The training dates, if possible, will be a part of the negotiated calendar.

Mesick Consolidated Schools
Teacher Evaluation Parameters to Comply with the
Michigan Teacher Tenure Act
And
Section 1249 of the Revised School Code

ARTICLE XIII
PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the teacher will initiate the referral process as delineated in each building's procedures. If it is determined that the pupil is in need of special treatment, the Board will take reasonable steps to assist the teacher in responsibility with respect to such pupil. However, in no instance will the child be put out of school solely because he/she is too much bother in the classroom. In all cases, the decision will be based upon what is best for the class.
- B. Any case of assault upon a teacher shall be reported promptly to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. The teacher shall be reimbursed for any loss, damage or destruction of clothing or personal property because of such assault.
- C. If any teacher is complained against or sued, while acting appropriately within the framework of Board policies, the Board will provide legal counsel and render assistance to the teacher in his/her defense. In all cases, the Board Insurance will be used first.

When it is exhausted the MEA Insurance will pick up the balance if the specifications of the coverage have been met. In no case will the teacher be left without protection.

- D. Any complaint by a parent or a student, either verbally or in writing, directed toward a teacher shall be promptly called to the teacher's attention when considered serious enough by the appropriate administrator. The identity of the parent making the complaint shall be made known to the teacher.

ARTICLE XIV
ACADEMIC FREEDOM

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

ARTICLE XV
NEGOTIATION PROCEDURES

- A. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.
- B. It is the intent of this Agreement to cover all matters of common concern, therefore, it is agreed by both parties that all items are closed to further consideration during the life of this Agreement, including salary Schedules A and B, unless both parties mutually agree for the need to deal with the negotiation of certain items.
- C. In any negotiation discussion in this Article, neither party shall have any control over the selection of the negotiation representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association casting ballots, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and to consider concessions in the course of negotiations.
- D. Copies of this Agreement shall be printed and presented to all teachers now employed, or hereafter employed, by the Board. Teachers currently employed shall receive their copies of the contract no more than thirty (30) days after the agreement is ratified by both parties. Teachers employed after that period of time shall receive a copy of the contract upon their hiring and/or their first day of work in the District. The Association and the board of education will evenly share the costs of printing.
- E. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsistent, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

ARTICLE XVI
PROFESSIONAL GRIEVANCE PROCEDURE

- A. The term “days” when used in this Article shall mean workdays, days when school is in session. Time limits may be extended by mutual written agreement. Any teacher or group of teachers believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may file a grievance as hereinafter provided within fifteen (15) days of the alleged incident. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion, failure to re-employ any probationary teacher, failure to re-employ any teacher to a position on the extracurricular schedule and any matter involving subjective teacher evaluation.) A grievance may be filed by an individual teacher, a group of teachers, and/or the Association.
- B. HEARING LEVELS
1. INFORMAL LEVEL. When a cause for complaint occurs, the affected teacher(s) shall within fifteen (15) days of the alleged incident, request a meeting with his/her principal in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the teacher at such meeting. If the teacher(s) is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.
 2. FORMAL LEVEL 1. If a complaint is not resolved in a conference between the affected teacher(s) and his/her principal, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing on the approved form, within ten (10) days of the meeting between the principal and the affected teacher(s). A copy of the grievance shall be sent to the Association and the principal. The principal shall, within ten (10) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.
 3. FORMAL LEVEL 2. If the Association is not satisfied with the disposition of the grievance by the principal at level 1, within ten (10) days of receipt of the Level 1 response, the grievance shall be transmitted to the Superintendent. Within ten (10) days after the grievance has been so submitted, the Superintendent shall meet with the Association on the grievance. The Superintendent, within ten (10) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

4. FORMAL LEVEL 3. If the Association is not satisfied with the disposition of the grievance by the Superintendent at Level 2, within ten (10) days of receipt of the Level 2 response, the grievance shall be transmitted to the Board of Education, via its President for hearing at its next regularly scheduled meeting, or as mutually agreed to by the parties. The Board of Education, within ten (10) days after the conclusion of the hearing, shall render a written decision thereon with copies to the Association and the grievant(s).

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

6. FORMAL LEVEL 5. Only the Association shall have the right to process a grievance at Level 5. If the Association is not satisfied with the disposition of the grievance at Level 4, it may within ten (10) days after mediation refer the matter to advisory arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. Within such ten (10) day period the Association will also serve a copy of the Demand for Arbitration upon the Board of Education. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
 - a. Neither party may raise a new defense or ground at Level 5 not previously raised or disclosed at other written Levels.
 - b. The decision of the arbitrator shall be binding upon employees, the Board, and the Association.
 - c. Powers of the arbitrator are subject to the following limitations:
 - (i) He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (ii) He/she shall have no power to establish salary scales.
 - (iii) He/she shall have no power to change any practice, policy, or rule of the board or substitute his/her judgment for that of the board as to the reasonableness of any such practice, policy, rule,

or any action taken by the Board in compliance with this Agreement.

(iv) He/she shall have no power to decide any questions which, under this Agreement, are within the responsibility of the management to decide.

d. The cost of arbitration shall be paid by the Association except each party shall assume its own cost for representation including any expense of witnesses.

C. MISCELLANEOUS CONDITIONS

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

GRIEVANCE REPORT FORM

Grievance # _____

_____ School District

Distribution of Form:

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

Submit to Supervisor/Principal in Duplicate

Building

Assignment

Name of Grievant

Date filed

STEP I

A. Date cause of grievance occurred: _____

B. Statement of grievance: _____

Relief sought: _____

Signature

Date

C. Disposition of Supervisor/Principal: _____

Signature of Principal/Supervisor

Date

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

Signature

Date

STEP II

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Association: _____

Signature

Date

STEP III

A. Date submitted to Board of Education: _____

B. Disposition of Board of
Education: _____

Signature

Date

C. Position of Grievant and/or Association: _____

Signature

Date

STEP IV

A. Date submitted to Mediation: _____

B. Recommendation of Mediator: _____

Signature

Date

STEP V

A. Date submitted to Arbitration _____

B. Binding Award by Arbitrator _____

ARTICLE XVII
FRINGE BENEFITS

- A. During each year of the Agreement the Board makes specified premium payments (as outlined in paragraph B) for each full-time employee and the employee's eligible dependents. Part-time employees shall receive a pro-rata share of premiums. The remaining amount of the premium shall be deducted from the part-time employee's wages.
- B. The employer shall pay the following annual amounts towards the total cost of the Employee selected medical plans available to members inclusive of medical premium and Health Saving Account (HSA) funding described below for each plan year.

\$6,160 times the number of single subscribers
\$12,968 times the number of 2-person subscribers
\$15,440 times the number of family subscribers

The employer paid amounts shall be allocated toward medical premium and HSA, such premium calculations shall not include any fees or commissions for health insurance consultants or representatives.

- C. Teachers may select one of the following plans:

Plan A: Health Priority Health POS (Point of Service) HSA

Option 1:

Deductible \$1300/\$2600 – 0% Co-insurance

Prescription \$10/\$40/\$80

HSA will be funded by the district

Option 2:

Deductible \$1300/\$2600 – 20% Co-insurance

Prescription \$10/\$40/\$80

HSA will be funded by the district

Option 3:

Deductible \$2000/\$4000 – 20% Co-insurance

Prescription \$10/\$40/\$80

HSA deductible funding will be \$1300/\$2600 which is included in the agreed upon hard cap cost

**If insurance costs come in below the negotiated cap, the difference will be deposited monthly into the employees' HAS (for example if the 1P comes in \$21.08 below cap per month - \$21.08 x 12 = an extra \$252.96 into the 1P HSA for a total of \$1,522.96 into their HSA over the course of the year).

The district will provide, at no cost to the employee, the following ancillary health insurance benefits.

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

Plan B:

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

The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee. Such contributions shall be made by payroll deduction during each school year through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to the employee's HSA account.

Employees may contribute through the selection of the "Direct to HSA Schedule B or Schedule C" payment, or through payroll deduction and electronic transfer additional money towards their HSA up to the maximum amounts allowed by Federal law.

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

2017-2018	\$7000	2018-2019	\$7000
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- E. Part-time Employees: Part-time employees who are scheduled to or assigned to work at least one full semester will be eligible for fringe benefits pro-rated according to the amount of time they work, limited to the time they work unless they sign a contract or letter of intent to return to the district the following semester or school year, whichever is applicable.
- F. In the case of husband and wife both teaching in the district, one will take Plan A and one will take Plan B.
- G. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

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

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

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

- H. From time to time, in an effort to keep insurance costs down, the Association, Board and Administration will research alternative insurance carriers. The Association, Board and Administration may agree to open the contract to change insurance carriers.
- I. Additional hours beyond the M.A.: Each teacher shall receive additional compensation of \$350 for each ten (10) semester hours earned beyond the M.A. degree. All teachers are eligible.
- J. Graduate Credit Reimbursement

The Board will pay one hundred (\$100) per credit hour for classes taken after eighteen (18) semester hours beyond the B.A., professional education certificate or continuing

certificate, whichever comes first. These classes must be approved in advance by the Superintendent and must apply to the teacher's present or projected future teaching/administrative assignment. Teachers must receive a minimum grade of "B" to receive reimbursement. The maximum Board contribution (total staff pool) shall be six thousand dollars (\$6,000) each year. All requests for reimbursement of tuition, with proof of successful passing of the class, shall be made in writing to the Superintendent and be submitted not later than June 1st. A tally will be provided, on request, of the total credit hours currently approved for the fiscal year. The payment shall be made to all qualifying requests submitted by June 1st. If requests exceed the six thousand dollar (\$6,000) amount allowed by contract, the total amount shall be prorated on a credit hour basis by dividing the total hours of credit payment requested into the amount and paying that amount per credit hour to all approved requests. A six (6) semester hour limit per applicant per year will exist.

Any unused graduate credit subsidy mentioned above will be used on a prorata basis to help defray tuition costs of teachers who have less than eighteen (18) semester hours of graduate credit. Teachers must receive a minimum grade of "B" to receive reimbursement. All requests for reimbursement of tuition, with proof of successful passing of the class, shall be made in writing to the Superintendent and be submitted not later than June 1st. The one hundred dollar (\$100) credit hour limit will apply for these semester hours. A six (6) semester hour limit per applicant per year will exist.

- K. Upon appropriate written authorization from the employee, the Employer shall deduct from the salary of any such employee and make appropriate remittance for annuities.
- L. Off-Schedule Payments and Insurance Hard Cap Reopener. In addition to the other provisions of this agreement, the Association and Board will provide for a reopener during both years of this agreement for off-schedule payments and negotiated hard cap adjustments if financial feasibility can be demonstrated by either party.

ARTICLE XVIII

VOLUNTARY SEVERANCE INCENTIVE PLAN

The Mesick Consolidated School's voluntary severance incentive plan (VSIP) is a plan to assist individuals who are interested in considering severing employment from the Mesick Consolidated School District after a minimum of fifteen (15) years service to the District. An employee is eligible providing he/she is in active service and was not laid off or terminated (or been severed notice of layoff or termination).

Option 1

- A. During the year an employee has accrued thirty (30) years with MPSERS, (excluding any purchased time) the person must complete the VSIP agreement and release form and the VSIP election form (Appendix # 5) and resigns no later than the end of the school year in which the employee becomes eligible. A school year shall be defined as July 1- June 30. (Note: "Thirty (30) years" means in your thirtieth (30th) year of service with MPSERS.)
- B. The year an employee is first eligible, he/she shall receive a voluntary severance incentive equal to thirty-five percent (35%) of his/her present regular salary, which shall include longevity pay. Regular salary excludes all extra pay for extra duty stipends or payments, and all other salary which is paid in addition to the established salary schedule.
- C. The VSIP payment shall be three (3) equal payments, with the first payment no later than thirty (30) days after the employee's last date of employment. The second and third payments shall be made in January of the next two (2) subsequent years. (Note: Federal income tax on this money shall be withheld as it is received.)
- D. The VSIP payment is in addition to any stipend or payments which may be available to an employee through a negotiated contract covering employees who resign and/or terminate employment with Mesick Consolidated Schools.
- E. If an employee opts not to resign within, or by the end of the first school year he/she becomes eligible then he/she shall relinquish all rights to the VSIP payment.
- F. In the event an employee who calculates his/her eligibility for full retirement benefits for the school year and is subsequently notified by the Michigan Public School Employees Retirement System (MPSERS) that he/she is not eligible, then any severance forms, letters of resignation or any other executed documents pertaining to resignation will, at the request of the employee, be considered null and void. Said employee shall then be retained by the employer in his/her present employment capacity as if said documents as aforementioned were never in existence.
- G. An employee shall not be required to buy any time into the MPSERS in order to become eligible for the VSIP.
- H. Employees resigning during a school year must notify the employer at least ninety (90) days prior to the date of severance. Employees resigning at the end of a school year must notify the Employer by June 1st of the year of the year in which they resign.

Option II

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

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

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

Option III

Any employee who resigns with an effective resignation date of three (3) school years or less, who has at least twenty (20) years of active service in-district will be placed on Longevity Step J at the time his/her resignation is accepted by the Board or designee. Placement on Step J shall not exceed a maximum of three (3) years. Step J shall be computed by adding \$5,000 per year to the employees current longevity step. Any employee electing voluntary severance incentive option 1 or option 2 shall not be eligible for this provision. A teacher with 20 years or more of active service, but not more than 30, may apply for Step J for a maximum of (3) years.

An employee is not eligible to receive Step J if they work over 30 years. Step J may be applied for in the 29th year for two years of benefit or in the 30th year for one year of benefit. An employee may not receive retroactive Step J pay. It is beneficial to apply for Step J early in the year, for taxing purposes. An employee may not rescind the Step J agreement.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2017 and shall continue in effect for two (2) years until June 30, 2019. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

MESICK EDUCATION ASSOCIATION

President/Negotiating Member

President/Chief Negotiator

Secretary

Secretary

Chief Negotiator

Negotiating Member

Superintendent

Negotiating Member

Negotiating Member

Negotiating Member

SCHEDULE A

SALARY

	2017-2018			2018-2019	
STEP	BA	MA		BA	MA
1	34,628	37,085		34,974	37,456
2	36,291	38,791		36,654	39,179
3	38,214	40,614		38,596	41,020
4	39,895	42,767		40,294	43,195
5	41,930	44,520		42,349	44,965
6	44,110	47,459		44,551	47,934
7	45,787	49,310		46,245	49,803
8	47,344	50,937		47,817	51,446
9	49,142	52,822		49,633	53,350
10	51,305	55,039		51,818	55,589
11	54,845	58,782		55,393	59,370

LONGEVITY

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

Years 16-20	6.25% of salary	L-1
Years 21-25	7.00% of salary	L-2
Years 26+	7.25% of salary	L-3

The preceding percentages are not cumulative.

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

SCHEDULE B

BAND: Marching and Performances	9%
ADVISORS: Senior	\$500
Junior	\$475
Sophomore	\$250
Freshman	\$250
PLAY DIRECTOR (K-12) Per Play as approved by building administrator	4%
MUSIC/BAND DIRECTOR (K-5)	\$500
INDUSTRIAL ARTS TEACHER (if participating in MITES competition)	\$500
SPECIAL EDUCATION CONTACT	\$500
HIGH SCHOOL ART SHOWS	\$500
NATIONAL HONOR SOCIETY	\$500
YEARBOOK	\$600
OUTDOOR EDUCATION COORDINATOR	\$500
COMPENSATORY PERIOD	\$20/period
A.M. CROSSING GUARD	\$250
P.M. CROSSING GUARD	\$250
AFTER SCHOOL SKI COORDINATOR	\$250
MENTOR TEACHER	\$300

This pay is for volunteering to serve as a mentor teacher for a teacher teaching his/her first year in Mesick Consolidated Schools. The Mentor must attend the mentor teacher program requirements as outlined in the Mentor Teacher program guide in the Employee handbook. Should an IDP indicate a deficiency in a probationary teacher's performance requiring additional mentor assistance, the mentor will be paid \$100 per additional years.

GRANT WRITING

If a member of the bargaining unit writes and is rewarded a grant. The District will pay the member 5% (five percent) of the grant total. For example: If a member writes and receives a grant of \$1,000 they will be paid \$50 out of General Fund. All grants must be approved in writing by the Superintendent for the grant to qualify.

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

SCHEDULE C

Positions shall only be posted when a vacancy occurs.

Experience factor determined as follows:

For every two seasons spent coaching, the percentage will move up the step scale one step all the way up to Step 11.

FOOTBALL:

Varsity	10%
Varsity Assistant	6%
Junior Varsity	6%
Junior Varsity Assistant	5%
*Junior High	4%
*if more than 20 players – head coach at 4% and assistant at 2%	

BASKETBALL: Varsity	10%
Junior Varsity	6%
*Junior High	4%
*if more than 20 players – 7 th and 8 th grade positions at 2.5%/each	

VOLLEYBALL: Varsity	8%
Junior Varsity	6%
*Junior High	4%
*if more than 20 players – 7 th and 8 th grade positions at 2.5%/each	

TRACK: Boys	7%
Girls	7%
Varsity Assistant (Over 30 combined Varsity runners)	3%
7th/8th Boys	2.5%
7th/8th Girls	2.5%

BASEBALL: Varsity	7%
Junior Varsity	5%

SOFTBALL: Varsity	7%
Junior Varsity	5%

CROSS COUNTRY: Varsity	8%
Assistant (20+)	3%

Appendix # 1
Voluntary Severance Incentive Form

Name _____ SS# _____

Years with Office of Retirement Services _____ Years with Mesick School District _____
___ Check if with BASIC ___ Check if with MIP

Per Article XIX Master Agreement between Mesick Consolidated Schools and Mesick Education Association, I elect, by my own volition, the following option:

Option 1 [] or Option 2 [] or Option 3 []

If choosing Option 2, the years of generic service being requested is:

1 [] 2 [] 3 []

I verify that all of the information supplied within the Voluntary Severance Incentive Form to be true and factual.

Signature _____ Date _____

Official Use Only

Date Received _____ Verified by _____