

● **MONTROSE COMMUNITY
SCHOOLS**

Master Agreement

Montrose Education Association

● **2010 - 2013**

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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, 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. Any teacher who is not a member of the Montrose MEA-NEA or who does not apply for membership within 31 days of commencing teaching duties, shall as a condition of employment pay into the scholarship fund, an amount equivalent to the dues uniformly required of members. Payroll deduction shall be available to all teachers for dues or scholarship fees as the teacher may choose, however, any teacher may choose to pay dues or scholarship fund fees directly. Said sum shall be certified by the Association by September 15 each year. Such authorization shall continue in effect from year to year unless revoked in writing between the start of school and September 30 of any year. Said dues shall be deducted in 16 equal installments beginning in October.
- In the event that a teacher shall fail to pay either dues or fees, the Association may after written notice to the delinquent teacher institute suit for collection of the full yearly amount which when received shall be considered as a service fee and not payable into the scholarship fund.
- In the event the teacher removes the case from small claims division to general district court it is agreed that the Association and the Board share equally reasonable attorney fees necessarily incurred and the Board will reimburse the Association upon presentation of such account.
- Any money deducted pursuant to payroll authorization for dues or scholarship fund shall be remitted to the proper party or account promptly.
- The scholarship fund shall be maintained by the Association. The Association and Board shall each appoint two members to the Scholarship Fund Committee to oversee the fund and make recommendations for disbursements. No payments into the scholarship fund shall be required unless the Montrose Teachers Scholarship Committee files an annual report before October 1 of each year.
- C. 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. The application shall reasonably explain the necessity for the absence of the teacher and nature of the business. 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.

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 E. All Earnings will be distributed through direct deposit through a phase-in or "Transition Period". completion date of January 1st 2011. During this "Transition Period" the Administration will establish training and inservice for all employees on "Employee Web". Employees may view "Employee Web" during work hours using the School District's computer system. Those staff members who are ready, are required to direct deposit prior to the completion date of January 1st 2011.
- 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 Appendix 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 Appendix 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. Teachers required, in the course of their work, to drive personal automobiles shall be given an allowance at a rate equal to the current IRS mileage allowance rate, effective as of September 1, of each year.
- C. Teachers required, in the course of their work, to drive personal automobiles shall be given an allowance at a rate equal to 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 Fund and others as agreed upon.
- E. Teacher purchase or re-payment of retirement service credit:
- i. 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 employees retirement system (MPSERS) plan conditions, teachers may be allowed to:
 - ii. 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:
 - iii. 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 extra-curricular activity shall be either in a lump sum, at the completion of the activity or made in two payments half way through the activity and at the completion of the activity. Designation of the above choice must be made no later than three weeks prior to the commencement of the activity. All earnings will be distributed through direct deposit based on the stipulations set forth in Article 4, Section A.

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 minutes duration each. 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 minutes duration each. 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.

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.

Teachers in grades 5-12 will be assigned no more than three (3) class preparations during any grading period. 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.

- C. 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.
- D. 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.

- E. All teachers shall be provided no less than a thirty (30) minute duty-free lunch period. Building level variations in the thirty (30) minute lunch period may be made provided said changes are approved by a majority of the teachers in the building. The Building Administrator shall work through the Association Building Representatives.
- F. A maximum of six (6) 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. Five days advance notice will be given. Said meeting shall be held 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 beyond the regularly scheduled student dismissal time.
- G. Lunch recess will be supervised by instructional aides. Regular recess may be scheduled and supervised by teachers. A regular rotation and schedule may be established by the teachers and presented to administration for approval.
- H. If additional contact time is necessary to meet state requirements, the Administration (building principal) and Association (building staff) in agreement, can choose one of two options:
 - 1. Increase the time at the beginning or end of the day.
 - 2. Add another student day.
- I. 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. Inclement weather. No teacher shall be required to report to school when school is not in session for children because of hazardous road or school environmental conditions; these days shall not be charged against the teacher's sick days or personal business days. Teachers may be required to report/remain at school on days when students are not brought in or are sent home early if appropriate areas can be located for them to do curriculum, grade level, or other appropriate group work. This will not be used to make teachers work more than the agreed to amount of days for that contract year.
- J. All Teachers will be required to take part in their respective open house.

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.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees that it will strive to achieve a maximum pupil/teacher load of 23 for K, 25 for grades 1-4; 28 for grades 5-8; and 30 for grades 9-12 for the Academic Areas.

The Teacher shall be provided with the assistance of an aide based on the following chart:

Aide Time	Grades 1-4 # of Students	Grades 5-8 # of Students	Grades 9-12 # of Students
2 hours per week	26	29	31
3 hours per week	27	30	32
4 hours per week	28	31	33
5 hours per week	29+	32+	34+

If a Special Area Teacher (Physical Education, Art, Music, Study Hall, Computers) exceeds the total student contacts in a day, the Teacher shall be provided with the assistance of an aide based on the following chart:

Aide Time	Grades 1-4 # of Students	Grades 5-8 # of Students	Grades 9-12 # of Students
5 hours per week	160	160	140

The Board will provide the assistance of an aide for kindergarten classrooms that exceed 23 students.

The Board has ten (10) school days to locate an appropriate aide for a class meeting the requirements above.

In lieu of aide time for classes that exceed the defined pupil/teacher load, teachers may choose to receive an hourly stipend (at the state minimum wage) equal to the amount of aide time they would have otherwise received. This stipend will be paid at the end of each semester.

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 referring and/or receiving students shall be released from regular duties to attend all IEPC meetings regarding students they have referred or are to receive.
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:

Inclusion Agreement (for buildings where inclusion takes place)

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."

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 may 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:

General Education Teacher: Curriculum pacing, choosing Grade Level Content Expectations, and preparing lesson plans; sharing these goals and plans with the special education teacher in a timely way, to enable that teacher to plan modifications and accommodations for special education students; preparing progress reports and grade cards.

Special Education Teacher: Uses IEP goals and general education teacher's plans to develop specific accommodations and/or modifications to meet the needs of special education students; shares the IEP goals with the general education teacher; assures that the accommodations and modifications for special education students are consistently implemented.

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.

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.

4. 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 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. No bookkeeping as to milk money will be required.
- 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 in each school restroom facilities exclusively for teacher use and a primary lounge facility shall be made available in each building.
- H. Adequate telephone facilities shall be made available to faculty for their reasonable use.
Adequate surfaced parking facilities shall be made available to the faculty for their exclusive use.
- 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. Teachers shall not be responsible for routine custodial services.
- 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.

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.
- An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reason for such transfer. If the teacher objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure.
- B. A vacancy shall be defined as a position to which no assignment has been made or a new position.
- C. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent determines that it is not possible to fill the position without undue disruption of the existing instructional program, he/she will notify the Association and such a vacancy may be filled on a temporary or tentative basis until the end of the current year at which time the position will be considered vacant.
- D. 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 or Director 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 or Director and notified of the vacancy.
 - d. The teachers so notified shall have the responsibility of contacting the Personnel Office or Director indicating their interest in said position within three (3) days of receiving such notification.
 - e. Vacancies occurring within one week of the scheduled opening of school may be filled in conformance with Article 7-C.
- E. Any teacher who shall be transferred to an administrative or executive position and shall later return to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer.

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. In the event that changes in such schedules are necessary, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association shall be so notified in each instance. A tentative class list will be made available at least one week prior to the first day of class.
- C. 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 Appendix B and C, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. If the position cannot be filled by qualified bargaining unit members, the position shall be opened to other qualified non-bargaining unit members. After all attempts have been made to fill the position, the position may be assigned involuntarily. Such involuntary assignments shall not be made in two consecutive years.
- Positions on Appendix B and C, which require certification shall be given to teachers regularly employed in the district, provided they have the necessary certification. For those positions on Appendix B and C which do not require certification the Board shall establish reasonable minimum qualifications which will be included in the job posting. Said positions shall be given to teachers regularly employed in the district provided they meet the reasonable minimum qualifications.
- D. All teachers assigned to extra-duty positions will be evaluated on a yearly basis. Bargaining unit members may be called upon to provide information, critiques, etc., regarding persons working under them to be utilized by the primary evaluator who shall be an administrator.

ARTICLE 9

Leave Pay

Note: Agreed any place the word illness is used in the contract shall be added "or disability."

- 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. Teachers will be entitled to an unlimited accumulation of their unused leave days each year. 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 I.
- 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.

C. Common Bank - The purpose of the Common Sick Leave Bank is to assist professional staff members who suffer prolonged illness. 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 22nd consecutive workday, following the present bout with the illness.
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 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.

Teachers who are not full-time teachers will participate in the contribution to, and the use of, the sick leave bank on a pro-rated basis.

The Association will appoint a person who shall consult with the Superintendent prior to his ruling on request for days from the sick leave bank.

D. 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.

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.

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.

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.

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) students days of the school year. They may not be used in conjunction with comp time.

E. 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 D above.

- F. 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 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. Fringe benefit coverage will continue as long as paid sick leave continues. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

- 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 or injury of immediate family.

1. One day when emergency illness 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 or staff member, the Association and the Administration will jointly work out details to provide for representation by the school.
4. Time necessary to take Selective Service examination.
5. Teachers participating in authorized school activities during the normally scheduled school day shall not be charged with any leave time.
6. 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.
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 Appendix 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 restored to his/her former position or to a position of like nature and status. They 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.

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.

The Board will require an employee to utilize available paid leave time (e.g., sick leave, etc.) and such time will be utilized in computing available time off under the Act.

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.

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.

Insurance benefit payments will continue for an employee absent on a qualified leave under this section.

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.

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. When teachers are on layoff or a layoff is imminent, an on-staff teacher may apply for a leave of absence for a period of up to one (1) year. Also a teacher on layoff who is recalled may make such application for leave. This leave is for the specific purpose of providing an employment opportunity to a teacher to be laid-off or one on lay off and on that basis will be granted upon application. Such leave, however, will not be granted if it necessitates the hiring of a new teacher. Voluntary transfers to accomplish the purpose of this provision will be encouraged.

M. 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 Boards discretion.

N. 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. If a substantially equivalent position does not exist the teacher shall be returned to a position for which they are certified and may occupy in accordance with their seniority as defined in Article 16.

O.

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 outline in Paragraph F of this Article.

Plan A - For employees electing health insurance

MESSA Choices II	\$500/\$1000; \$10/\$20 drug card; \$5/\$10/\$25 o.v. u.c. et
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 Alcohol/Drug same as illness Pre-existing Limits Waived Primary Social Security Offset No Survivor Income No Educational Supplement 2 year Own Occupation
Negotiated Life	\$45,000 with AD&D
Delta Dental Plan	80/80/80 \$2,000 Annual Max
Vision	VSP-3 Gold

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

Negotiated Life

\$45,000 with AD&D

Vision

VSP-3+ Gold

One hundred twenty (\$120) per month to apply towards insurance options of as cash in lieu of. If 2 additional teachers, not enrolled in Pak B in the previous two school years, opt to switch to Pak B, then the amount increases to (\$250) two hundred fifty dollars per month. If five additional teachers, not enrolled in Pak B in the previous two school years, opt to switch to Pak B, then the amount increases to (\$500) five hundred dollars per month.

- 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. (September 1 - August 31)
- F. If an employee and their dependents are covered by an equal or superior health insurance to MESSA Choices II, they are limited to Option B.
- G. For the 2011-12 school year, Health Insurance/LTD, Vision, Dental and Life Insurance shall be provided to the teachers at the following capped rate:

Full Family: up to \$1610.47 per month

Double: up to \$1405.15 per month

Single: up to \$651.02 per month

Plus the additional amount for changes in Dental:

Single: 4.20 per month

Double: 7.77 per month

Full Family: 13.22 per month

Plus the additional amount for the changes in Vision:

Single: \$0.88 per month

Double: \$1.92 per month

Full Family \$2.84 per month

For the 2011-2012 school years, all 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.

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).

the 2012-2013 school years: Insurance re-opener

- H. 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.
- I. Disputes between beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.
- J. 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

Teacher Evaluation

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Each bargaining unit member shall be evaluated at least annually using the Teacher Performance Appraisal System (TPAS). This evaluation instrument listed as Appendix I of this Agreement shall assess the member's performance in meeting the goals as stated.
- B. Pre-Observation Meeting: Each bargaining unit member shall be notified of the name of his/her evaluator at least twenty (20) days prior to the commencement of the evaluation process and administrators in each school shall conduct a pre-observation meeting with each teacher to be observed for the purposes of providing that teacher with the criteria on which his/her performance will be evaluated. Each teacher will be provided with a delineation of resources and responsibilities needed to meet the identified criteria, the expected outcomes and indicators/measurements of success, and suggested timelines for performance attainment.
- C. 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.
- D. 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.
- E. Teachers without previous tenure from a Board of Education in the State of Michigan shall be required to serve a four-year probationary period. Teachers who have received tenure from a Board of Education in the State of Michigan may be required to serve a two-year probationary period. The principal shall designate a voluntary mentor(s) during the new teacher's first fifteen working days to assist the teacher in developing professional competencies and effectiveness. Notwithstanding any other provisions of the master contract, the time spent by new teachers with

mentors, in professional development activities and the time spent in relationship to an individual development plan shall not require additional compensation beyond that provided in Schedule C.

r. Objectives

The objectives for evaluation of teachers are:

1. To serve the students in the Montrose Community Schools with the best teaching staff possible.
2. To help the teachers grow in professional effectiveness and competency.
3. To recommend competent non-tenure teachers for tenure.
4. To serve as one basis for discharge of teachers.

G. Evaluators

The following personnel evaluate teachers:

1. The appropriate principal or assistant principal evaluates teachers (full and part-time assigned to a particular school. The evaluation reports are the responsibility of the principal. Common training will be provided to assure that evaluators, administrators, and bargaining unit members are trained in all aspects of the Teacher Performance Appraisal System (TPAS).
2. The Superintendent or his/her designee evaluates teachers (full or part-time) not assigned permanently to any specific school (as: music, art, speech, etc.)
3. The appropriate principal and/or designee are referred to as the "evaluator" throughout this procedure.
4. In the event that the evaluation is unsatisfactory, a teacher may request a second evaluation by a different district administrator.
5. The parties agree that parents, students, or other District employees' input regarding a bargaining unit member will not be a significant factor in the member's evaluation.
6. Any charge concerning the professional competence of a tenured educator arising out of the evaluation process shall be filed with the Board by April 30.

H. School administrators shall have the right, recognized by the parties of this agreement, to conduct formal observations of tenured and non tenured teachers at any time, with or without advanced notice; provided, however, that following such observation(s) the teacher shall have the opportunity to attend a post-observation meeting with the observer(s) for the purpose of reviewing the contents of an evaluation based on such observation(s) and responding thereto. Informal observations may occur, without prior notice. However, written procedures are outlined herein, pursuant to such observations shall be followed if the observer chooses to create a written record of the observation.

I. Each observation will be made in person for a minimum of thirty consecutive minutes.

J. All evaluations shall be reduced to writing and a copy given to the teacher within five (5) school days of the observation. If the teacher disagrees with the evaluation, he/she may submit a written answer, which shall be attached to the file copy of the evaluation in question within five (5) school days after receiving said evaluation.

K. If the performance of a tenured teacher is judged to be less than satisfactory, he/she shall be provided an individualized development plan as specified by law. Each evaluation of a teacher

shall be followed by a personal conference between the teacher and his/her evaluator within ten (10) school days of the observation for purposes of clarifying the written evaluation report.

- L. The Board retains all rights granted to it by the Teachers Tenure Act.
- M. Probationary teachers shall be observed for the purposes of evaluation as required by law.
- N. The remedy for failure of the Employer to follow the procedural requirements of this Article shall be the destruction of all reports, excluding records regarding unprofessional conduct. In addition, the teacher's evaluation will be deemed satisfactory for that school year.
- O. Add the following language to #9 Student Growth on the Teacher Performance Appraisal System:

Student growth shall include the measurement of one school year's growth for students using multiple assessment tools and data. Class composition, class size and demographics will be considered in the determination of student growth data

ARTICLE 13

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.
- 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 recognize 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. No teacher shall be disciplined without just cause. 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.
- 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.

ARTICLE 14

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 15

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. 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 nor 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 where appropriate.

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.

ARTICLE 16

Seniority Layoff and Recall

A. Before the Board makes any reduction of staff, it will first consult with the Association regarding the effects of such reduction.

B. Should it become necessary to reduce staff, the following procedure will be used:

1. Seniority shall be defined as non-terminated years of teaching in Montrose from the first day of work.
 - a. Seniority shall be granted in increments of 1/2 year. Half or more of days worked in any semester shall result in 1/2 year credit.
 - b. Paid leave days shall be considered workdays.
 - c. 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.
 - d. Any bargaining unit member who becomes an administrator shall have their seniority credits frozen.
 - e. Any administrator who shall move to a bargaining unit position, and has no frozen seniority, shall be given seniority credit at the next highest increment above any probationary teacher.
 - f. Only the following leaves will accrue seniority: Voluntary staff reduction, sabbatical and disability. All other leaves are excluded from seniority accumulation.
 - g. Probationary employees will be laid off first.

- h. In the event tenure teachers must be laid off, said layoff will be on the basis of district seniority with the lowest seniority teachers to be laid off first provided there are teachers in the district certified to perform the duties of the teacher to be laid off.
 - i. 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.
2. 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.
- A. 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.
 - B. Teachers shall be offered recall in inverse order of layoff for positions for which they are certified and the teacher shall notify the district of intent within three (3) working days of receipt of notice. Criteria to be applied as in B-2 above.
 - C. 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.
 - D. The district will be required to keep a teacher on the laid off/recall list for a maximum of three years.

ARTICLE 17

Miscellaneous Provisions

- A. Teachers shall be informed of a telephone number that they can call 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.

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 15

Duration of Agreement

This agreement shall be effective as of September 1, 2011 and continue in effect until August 31, 2013.

Montrose Education Association

Montrose Board of Education

Kathleen Dillon-Howd

[Signature]

Jennifer Dumton

SCHEDULE A
SALARY SCHEDULE

- 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: Seven (7) years credit for service in other schools may be accepted. Experience credit will be awarded in half-year increments. Full credit will be given for previous 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. After sixty (60) consecutive working days on the same assignment, the substitute will be placed on the regular salary schedule. Said substitute will be considered a member of the bargaining unit upon being placed on the regular salary schedule and shall receive fringe benefits in accordance with State Law.
- F. One-half (1/2) year increments will be granted for fifty (50) day service in a semester (not retroactive before this contract or applicable to substitutes.)
- G. Teachers working weeks in addition to the calendar as specified in Appendix D shall be paid at the regular contract rate.
- H. 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 (\$40) dollars for each unused sick day up to a maximum of 90 days. 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.
- I. Early retirement plans may be considered and agreed to by the Association and the Board.

SALARY SCHEDULE

Educational credits beyond the Master's Degree will only be credited if obtained after the date that the master's Degree is awarded. All current employees will be grandfathered, exempt from the language as of date of ratification.

2010-2011

Step	BA	BA+18	MA	MA+15	MA+30
0	34,983	36,732	38,569	40,498	42,522
0.5	35,858	37,651	39,533	41,510	43,585
1	36,732	38,569	40,498	42,522	44,649
1.5	37,651	39,533	41,510	43,585	45,765
2	38,569	40,498	42,522	44,649	46,881
2.5	39,533	41,510	43,585	45,765	48,053
3	40,498	42,522	44,649	46,881	49,225
3.5	41,510	43,585	45,765	48,053	50,456
4	42,522	44,649	46,881	49,225	51,686
4.5	43,585	45,765	48,053	50,456	52,978
5	44,649	46,881	49,225	51,686	54,271
5.5	45,765	48,053	50,456	52,978	55,627
6	46,881	49,225	51,686	54,271	56,984
6.5		50,456	52,978	55,627	58,409
7		51,686	54,271	56,984	59,833
7.5		52,978	55,627	58,409	61,329
8		54,271	56,984	59,833	62,825
8.5		55,627	58,409	61,329	64,396
9		56,984	59,833	62,825	65,966
9.5		58,409	61,329	64,396	67,615
10		59,833	62,825	65,966	69,265
10.5		61,329	64,396	67,615	70,996
11		62,825	65,966	69,265	72,728
Longevity-15 (+600)		63,425	66,566	69,865	73,328
Longevity-20 (+1200)		64,025	67,166	70,465	73,928
Longevity-25 (+1800)		64,625	67,766	71,065	74,528
Longevity-30 (+2400)		65,225	68,366	71,665	75,128

2011-2012

No step movement. Steps will remain at 2010-2011 position, on Salary Schedule A, (Steps 0-11/and columns BA-MA+30/all Longevity.

2012-2013

Wage Reopener/Insurance Reopener to begin no later than May 15, 2012.

SCHEDULE B

EXTRA PAY FOR ATHLETICS

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 current employees will be grandfathered, exempt from the language as of date of ratification.

For the duration of the contract, payment for MEA members will be frozen at 2011-2012 rates, according to the percentages listed.

Differential

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 Coaches	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)

Head Coach	7%
Assistant Coach	5%

Track (Female)

1 Head Coach	7%
1 Assistant Coach	5%

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

Head Boys Coach	6%
Head Girls Coach	6%

Cheerleading

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

Middle School Sports

Boys 7th & 8th

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

Head Coach Football	4%
Head Coach Basketball	4%

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 C

EXTRA PAY FOR EXTRA WORK

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 current employees will be grandfathered, exempt from the language as of date of ratification.

For the duration of the contract, payment for MEA members will be frozen at the 2011-2012 rates, according to the percentages listed.

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 & 1/2 %
High School Choir (2 concerts/1 festival)	2 % of base
Middle School Choir (2 concerts/1 festival)	2 % of base
Elementary Music Director (2 concerts)	2 % of base
High School Quiz Bowl	4 %
Middle School Quiz Bowl	4 %
Yearbook Advisor	1/2% for fundraiser
Student Council Advisor	3 & 1/2 % of base
National Honor Society	3 & 1/2 % of base
Sr. Sponsor (2)	2 % of base
Prom Advisor (1)	2 % of base
Jr. Sponsor (1)	2 % of base
Sophomore Sponsor (1)	1 & 1/2 % of base
Freshman Sponsor (1)	1 & 1/2 % of base
Grade Sponsor (1)	1 % for fundraiser
7th Grade Sponsor (1)	1 % for fundraiser

6th Grade Sponsor (1)	1 % for fundraiser
5th Grade Sponsor (1)	1 % for fundraiser
4th Grade Sponsor (1)	1 % for fundraiser
*Department Chairs	2 % of base
BLT Chairs (1 per building)	2 % of base
Special Olympics Coordinator	2 % of base
Special Olympic Building Sponsor	1/2% of base
Safety Patrol	2 % of base
Teaching without conference period	Hourly pro-ration on step of salary
Middle School Yearbook	4 % of base
Approved Club Sponsor	2 % of base
Driver Education	.069 % of base
Driver Education Coordinator	3 % of base
Athletic Event Supervisor (2 positions – 1 fall/ 1 winter)	\$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

.077% or 1 hour comp. time

(Comp time will accumulate and will be equally distributed.)

*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.

A. 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.

- 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 parties recognize that it is not necessary that a teacher be restricted in his/her extra-pay (Schedule B) assignment to only the building of his/her teaching assignment but such is recognized as a valid and important factor in selection.
- D. 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.

E. Mentor Teacher Compensation

1st Year	\$300.00
2nd Year	\$200.00
3rd Year	\$100.00

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.

SCHEDULE D

Calendars

- Additional half-days may be scheduled at mutually agreeable times while taking into consideration the annual state mandated day and hour requirements.
- Teachers may elect to leave with the students on student half-days.
- 2012-2013 calendar will be reviewed not later than May 15, 2012.

SCHEDULE E
PAY DATES

Calendar Date	Pay #	Teacher Pay #	
01-Jul-11	1	(2010-2011)	23
15-Jul-11	2		24
29-Jul-11	3		25
12-Aug-11	4		26
26-Aug-11	5	(2011-2012)	1
09-Sep-11	6		2
23-Sep-11	7		3
07-Oct-11	8		4
21-Oct-11	9		5
04-Nov-11	10		6
18-Nov-11	11		7
02-Dec-11	12		8
16-Dec-11	13		9
30-Dec-11	14		10
13-Jan-12	15		11
27-Jan-12	16		12
10-Feb-12	17		13
24-Feb-12	18		14
09-Mar-12	19		15
23-Mar-12	20		16
06-Apr-12	21		17
20-Apr-12	22		18
04-May-12	23		19
18-May-12	24		20
01-Jun-12	25		21
15-Jun-12	26		22
29-Jun-12	27		23
13-Jul-12	1		24
27-Jul-12	2		25
10-Aug-12	3		26
24-Aug-12	4	(2012-2013)	1

Note: For 2012-2013 School year Teachers will select 22 or 27 pays to come in alignment with the teacher calendar. They will be asked to make their selection in April 2012

SCHEDULE F
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. The employee reserves the right to return to full-time service the following year. Said return shall be to the position previously held or a position within their certification.
3. Daily work schedules shall be determined jointly between the job sharing participants and the administration.
4. Reimbursement shall consist of the pro-rated payment of salary, retirement and insurance premiums, subject to carrier restrictions.
5. This agreement shall apply to voluntary less than full-time assignments either elementary or secondary.
6. In the case that one party is unable to fulfill this agreement; the remaining party shall have first option to assume the position on a full-time basis or to remain on part-time.
7. Request for renewal of a job sharing agreement must be filed by April 15.
8. New request for a job sharing agreement must be filed by August 1.
- 9.

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 G

COMP TIME

- A. Comp time is earned by substituting for another teacher during a teacher's conference period or before or after school. Elementary teachers will be awarded comp time when scheduled school wide activities requiring their being with their students conflicts with their regularly scheduled planning time. This comp time will be able to accumulate in increments of 1/4 hours and 1/2 hours.
- B. No more than thirty (30) hours of comp time may be used in any one school year.
- C. 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. A teacher may also elect to roll unused comp time into their sick bank.
- D. 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 H

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. 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 I

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. 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 with all the benefits as well as the restrictions stated above.

RTT Legislation: School Reform /Redesign Model

In the event that any of the schools in the Montrose Community School District, (the District) represented by the Montrose Education Association (the Association) should be identified as part of Michigan's lowest five percent of public schools, and placed under the supervision of a state school reform/redesign officer, the District shall consult with the Association to develop a plan to employ the transformational model as the model to improve student achievement in those schools.

ANNUITY VENDORS

AXA/Equitable

List, Matthew 1-989-799-9630
McDonald, Ryan 1-989-799-9630

AIG/Valic

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Comment, Lori 800-232-2383 ex.1110

Sawchuck, David 800-232-2383 ex. 1153

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Christie, Jennifer

Carlock, Donald

Machesney, Shari

Smith, David

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Tomasik, Ronald 810-659-5887

Spence, Teresa 989-288-4646

Waddell & Reed

Bruff, Greg 989-845-7699

Maier, Michael

LETTERS OF AGREEMENT

Between the Montrose Education Association and the Montrose Community Schools for the 2011-2012 school year.

Signed and agreed to on August 9, 2011

Agreement to amend Article 5B for 2011-2012

For the 2011-2012 school year, the Montrose Education Association agrees to waive that portion of the language in Article 5B which states that the "teaching schedule will include at least five (5) unassigned periods of at least 50 minutes duration each.

Agreement to amend Article 6 for 2011-2012

For the 2011-2012 school year, the Montrose Education Association agrees to allow the pupil-teacher ratio to increase by 2, in grades K-8, without the necessity of providing aides or compensation. In the high school, the pupil-teacher ratio may increase by 3, without the necessity of providing aides or compensation.

If the number of students reaches or exceeds this amount, the classroom teacher will notify his or her building representative, and the building representative and affected teacher, and scheduling counselor will meet with the building administrator in an attempt to correct and resolve the overage within ten (10) calendar days of the occurrence. In the event that the overage cannot be corrected or resolved, the affected teacher shall be entitled to a stipend of five hundred dollars (\$500), which may be pro-rated by the district.

