

**MORLEY STANWOOD COMMUNITY SCHOOLS**

**Morley, Michigan**

**MASTER CONTRACT FOR TEACHERS**

**2018- 2020**

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## **ARTICLE 1 RECOGNITION CLAUSE**

Pursuant to Article 379, Public Acts of 1965, as amended, the Morley Stanwood Community Schools, Board of Education (hereunder referred to as the Board), recognizes the Morley Stanwood Education Association (hereinafter referred to as the Association), as the exclusive bargaining agent for employees of the Board (herein referred to as employees), in the bargaining unit as defined as:

All full-time and regular part-time certified teachers including librarians and counselors, and school social workers, but excluding the superintendent, assistant superintendent, principals, assistant principals, school administrators, and all others.

## **ARTICLE 2 BOARD RIGHTS**

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Morley Stanwood Community School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by law.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of the Agreement. The Board of Education in this contract does not seek in any way to deny or restrict any employee's rights established under the Revised School Code or any other laws or regulations which apply.
- C. If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

## **ARTICLE 3 TEACHER RIGHTS**

- A. The administration will notify the teacher each time an entry of a disciplinary nature is made in his/her personnel file. Any formal complaint(s) by a parent(s) of a student directed toward a teacher shall be promptly called to the teacher's attention. No anonymous complaints will be placed in a teacher's personnel file. Teachers may submit a written reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If a teacher is asked to sign material that is to be placed in his/her personnel file, this signature shall be understood

to indicate awareness of the material but in no instance shall the signature be interpreted to mean agreement with the content of the material.

- B. The Association and its members shall have the right to use school buildings and facilities during reasonable hours for meetings provided administrative approval is obtained in advance of the meeting. The Association and its members shall have the right to use district computers, Internet access, and e-mail for educationally related activities and/or Association business provided such use does not interfere with educational functions and further provided that such use is in compliance with applicable Board policy.
- C. In accordance with Public Act 103 of 1999, that being Section 1309 of the Revised School Code, a teacher may suspend a student from his/her class for conduct prohibited by law, Board Policy #5610, or the student handbook. Such suspensions shall be subject to the procedures specified in Board Policy/Administrative Guideline(s) #5610 and Section 1309 of the Revised School Code.
- D. In accordance with Public Act 104 of 1999, that being Section 1311a of the Revised School Code and Board Policy #5610.1, students in grade 6 or above committing a verbal or physical assault against a teacher shall be disciplined as provided by that legislation and policy.
- E. A complete copy of the policies of the Board is available on the district website. The Staff Handbook will be available online.

#### **ARTICLE 4 CALENDAR**

- A. The school calendars for the duration of this Contract are shown in Appendix D. The Board reserves its right to establish the calendar to the extent provided in Public Act 112 of 1994.

The Board and the Association accept the perpetual calendar guidelines shown in Appendix D which are provided by agreement between representatives of the Association and administration of the Mecosta-Osceola Intermediate School District (MOISD) unless these guidelines create undue hardship for the District. In such cases, changes must be mutually acceptable to both the Association and the Board.

- B. The Board shall not be required to keep schools open in the event of severe inclement weather or when otherwise prevented from doing so. When schools are closed, bargaining unit members shall not be required to report for work. Bargaining unit members will be paid for scheduled days and hours of instruction when school is closed but shall receive no additional compensation for days and hours of instruction made up

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in accordance with State statute. In the event that make up days and hours are required, they shall be added to the end of the school calendar for that year, unless the Board and Association mutually agree to a different method of rescheduling the cancelled days/hours.

- C. After spring break the Board and Association will review the school calendar. At that time, the last day of the school year and length of the school day will be determined. .

#### **ARTICLE 5 CLASS LOAD**

The following guidelines shall be followed in an attempt to maintain an appropriate pupil-teacher ratio:

- A. No more than twenty-eight (28) students shall be assigned to a kindergarten classroom, twenty-four (24) students assigned to a combination classroom, twenty-one (21) students assigned to a primary (junior first) grade classroom, nor more than thirty (30) students in any first through twelfth grade regular classroom.
- B. In the event that the class size limitation specified in Section A of this Article are exceeded, teachers of self-contained classrooms (students are present with the same teacher all day) shall be reimbursed at the rate of \$10.00 per day (\$5.00 per half day) for each student over the maximum. Teachers of departmentalized courses shall receive \$3.00 per class period per day for each student over the maximum. Special education teachers in inclusive classrooms are not eligible for overload pay.
- C. If overload conditions exist class sizes may not exceed the following:
  - 1. Up to twenty-six (26) students may be scheduled into first through sixth grade combination classrooms, twenty-two (22) in the primary classroom, and thirty-two (32) in first through twelfth grade regular classrooms.
    - A. With teacher and administration approval in grades 9-12 can go to (33)
  - 2. Up to thirty-four (34) students in grades seven through twelve may be scheduled into a regular classroom during the time that a special education teacher is assigned to assist special education students in the regular education classroom.
    - A. With teacher and administration approval in grades 9-12 can go to (35)
  - 3. In specialty classes such as physical education, band, vocal music, computers, art, shop, small engine repair, technology labs, and so forth, the class size limitations in Section A of this Article shall be waived. In such classes, the class size limitation shall be increased or decreased as determined by the facilities

available and conditions conclusive to a safe and appropriate learning environment.

- D. Overload rates as described in Section B would be paid for those days when the actual enrollment of the class as shown by the office roster exceeds the specified limit. Overload pay will not be provided for days upon which class is not held or canceled for any reason. Daily attendance shall not be used to calculate overload pay.
- E. Teachers who voluntarily combine classes or groups of students for the purpose of team teaching, providing large group instruction, or other instructional activities shall have administrative approval and shall not be eligible for overload compensation as described in this Article, unless the teacher(s) regular class size otherwise qualified him/her for such compensation.
- F. It is the responsibility of the teacher(s) to report all overloads to their building principal on each pay date. The building principal shall be responsible for approving all requests for compensation in accordance with the terms of this Article prior to payment. Payment for overloads shall be made on regular pay periods. Failure to report overloads on this basis may result in forfeiture of the teacher(s) eligibility for overload payments.
- G. In the event that the administration is unable to comply with the provisions of this Article due to circumstances beyond the District's control, a committee with representation from the Association and administration will meet within five (5) school days to determine a mutually agreeable course of action. If necessary, this committee shall make recommendation(s) to the superintendent and the Board. This recommendation shall be considered at the next regularly scheduled Board meeting.

## **ARTICLE 6 TEACHING ASSIGNMENTS**

- A. Recommended changes in the number of class periods in the middle school and high school schedules shall be determined by a committee and representatives from the teaching staff and administration. Any changes to the number of classes offered daily in the middle or high school shall be determined by a committee with representatives from the teaching staff and administration and shall be subject to final approval by the Board. It is understood that a departmentalized approach will not be used for core academic courses in grades five and six, but teaming to provide instruction in these content areas (math, science, language arts, and social sciences) is allowed.
- B. Teachers shall receive unassigned time (prep time) as provided by recess periods, specialty classes, enrichment classes, or unassigned periods.



- C. Teachers may elect, with administrative approval, to teach in lieu of their conference hours or teach a zero hour class and receive a percentage of their salary based on the number of class periods in the day.
- D. Each teacher shall be assigned a thirty (30) minute duty free lunch period.
- E. Counselor--The schedule for extra work days beyond the contract shall be determined on a yearly basis between the administration and the Association. Counselors will receive 100% of their pay for each day worked. They will be allowed a maximum of ten (10) extra work days with the Principal's approval. If additional days are needed, written approval from the superintendent shall be required.
- F. A Teacher, with administrative directive, that is assigned to teach a Direct Credit College Class, the teacher and District shall follow the current contract with respect to schedule, class size and payment as well as this article. A Direct Credit Class shall meet according to college contact hour requirements starting or ending during a normal school day. The days of the week in which the Direct Credit Class is not in session shall be used by the teacher as their "office hours" for the Direct Credit Class. "Office hours" are defined as follows: A teacher shall use "office hours" for coursework planning and be available with an open classroom to help those students of the Direct Credit Class. The teacher, of a Direct Credit Class shall be required to teach no more than four (4) additional periods with the fifth (5th) period assigned as the teacher's conference. A teacher directed to teach a Direct Credit Class as provided for in this article shall receive a stipend of \$1,000 per Direct Credit Class. It should be noted if the Direct Credit Class is scheduled as a "zero hour" class or taught in the teacher's conference hour, then the teacher shall be paid in accordance with Article 7 Section D of the Master Contract for Teachers.

**ARTICLE 7 CONFERENCE DAYS PROFESSIONAL OBSERVATION DAYS COACHING CLINICS**

- A. The Board recognizes that educational conferences are needed for optimum educational advantage. Teachers will be permitted two (2) conference days each year not to be deducted from sick leave. If the administration requests a teacher to attend a conference, it will not count against their regular conference days. A conference leave form shall be used in requesting leave. Conference leave is subject to the approval of the building principal.
- B. Teachers, including those with less than three years of employment at Morley Stanwood, are eligible for one Professional Observation Day every three years. If a teacher elects to use a Professional Observation Day, he/she would not be eligible to use another such day until three years from the date the Professional Observation Day was used. A Professional Observation Day will be granted upon written request from

the teacher stating the school to be attended, the reason for the selection of the school, and the aims and objectives of the visit. It is anticipated that planning for such a visit will be made in cooperation with the building principal and will result in some positive feedback to the system.

- C. An allowance for cost, up to \$95, will be reimbursed for a registration fee. Mileage will also be granted within the State of Michigan and will be paid at the rate allowed by the IRS. It is anticipated that the district van will be taken when available. If not available mileage will be reimbursed and furthermore when more than one (1) person is going (i.e., Spring Reading Conference) mileage will be paid for only one (1) vehicle, not to each person.
- D. Each Coach will be permitted to attend one (1) clinic per sport for one (1) school day not deductible from sick leave. An allowance for cost, up to \$95, will be reimbursed for a registration fee. It is anticipated that the district van will be taken when available. If not available mileage will be reimbursed and furthermore if more than one (1) coach attends, mileage will be paid for only one (1) vehicle, not each person. Mileage will also be granted at the IRS rate within the State of Michigan.

## **ARTICLE 8 CURRICULUM PLANNING**

The Board desires that teachers take part in the selection of textbooks and urges teachers to work in committees with Building Principals, not only in the selection of textbooks, but in the development of a curriculum guide. The Board desires to provide up-to-date textbooks in adequate supply within its budget limitations and within reason so that an orderly revision or change of textbooks takes place. Recommendations to change textbooks are to be submitted to the Board through the building principal. Principals are designated to conduct an ongoing curriculum study for grades K-12. This should begin early in the current year. A status report is expected by the Board at the end of the first semester.

- A. During the summer recess the Board will pay registration plus a \$85 per day stipend for school improvement workshops provided funding is available.
- B. In order to be eligible for reimbursement under this section, the teacher must complete a Conference Leave Request Form and have it approved by the administration in advance of the conference or workshop.
- C. Up to two (2) Building Accreditation /School Improvement Team Leader(s) shall be assigned to each building with the exception of Alternative Education which will be assigned to the high school team. The high school team could be composed of up to two (2) Leader(s) and up to four (4) team members; up to four (4) of which would come from the high school and up to two (2) of which

would come from Alternative Education. Each leader shall receive 2% of the BA salary schedule step commensurate with their experience as Leaders, up to a maximum of Step 4. Every Leader shall be a member of the District Accreditation/School Improvement Team, but shall not be eligible for a team member stipend as provided in Paragraph D of this Article.

- D. Up to four (4) Building Accreditation/School Improvement Team Members shall be assigned to each building. Team members shall be compensated at the rate of 1% of the BA Step 1 salary schedule. No experience credit will be granted to Team Members.

## **ARTICLE 9 DISCIPLINE OF STUDENTS**

- A. Any formal complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- B. Public Act 103 of 1999 authorizes teachers to suspend a student(s) from his/her class for up to one day for any behavior prohibited by law, the Student Handbook, or Board Policy. Violations meriting removal from class by the teacher include, but are not limited to, persistent misbehavior or disruptions that interfere with classroom procedures, verbally abusing the teacher or other students, refusing to comply with directives, and other forms of unacceptable behavior. In suspending a student from class, teachers are to comply with Act 103 and Board Policy #5233 which is included in the Staff Handbook.

## **ARTICLE 10 PROFESSIONAL COMPENSATION**

- A. Salaries for bargaining unit members are provided in Appendix A. Salaries for non-tenure extracurricular positions held by bargaining unit members are provided in Appendix B and C of this Agreement.
- B. Salaries shown in Appendix A are based upon a normal teaching load as defined in Articles 6 and 7 for the entire school year as shown in Appendix D. For the purpose of calculating salaries for teachers teaching less than a full school year, payment per day shall be defined as the teacher's base annual salary, excluding any extra duty compensation, divided by the number of work days in the contract calendar for that school year. Work performed for the district outside the calendar year(s) as shown in Appendix D may not be paid at the teacher's daily rate, but shall be paid at a rate agreed upon by the Board and the Association. It is understood that salaries shown in Appendix A represent full payment for the contracted days and hours as provided by this Agreement. The impact of any changes in the number of hours or days worked as a result of legislative mandate shall be subject to further negotiations between the Board and the Association.

- C. Teachers who elect to give up planning time and or conference period to cover class, supervise lunch, Saturday school, after school detention or elementary teachers who lose their planning time due to cancellation of specialty classes by the administration shall be paid at the rate specified in this section or may elect to receive comp. time. An unlimited number of comp hours may be earned during the school year; however a maximum of 30 hours (five (5) days) comp time may be accrued. The accrued Comp time may be carried over to the following year, but the maximum number of cumulative comp days shall be five(5) days. In cases where the maximum number of comp days is attained, the involved teacher shall be compensated at the rate given in this section. All reimbursement made to MSEA members will be dispensed by the District within, but not later than, 30 days of the receipt of the written request for reimbursement.

15 - 30 minutes	\$ 5.00
31 - 45 minutes	10.00
46 - 60 minutes	15.00
61 - 75 minutes	20.00
over 75 minutes	25.00

## ARTICLE 11 EDUCATIONAL GROWTH

The Board agrees that incentive should be provided for those teachers taking course work beyond that required to maintain certification.

- A. For each block of ten (10) semester hours of credit earned beyond the requirements necessary to obtain permanent, continuing, or professional certification, the teacher's salary will be increased \$200 for that and succeeding years. This incentive will not be paid to teachers on the BA+35/MA or MA+30 salary column except as noted in part B of this Article.
- B. Upon proof of completion of a unit of ten (10) semester hours of credit earned beyond the BA+35/Masters degree, or beyond the MA+30, the teacher's salary will be increased \$200 for that and succeeding years. In order to receive this stipend for the current school year, the necessary course work must be completed by the end of the university's fall semester. In order to receive this stipend, qualifying course work must be completed after BA+35/Masters degree, or MA+30 has been earned/obtained.
- C. When the Board encourages a teacher to take extra course work to qualify for a particular position within the school district, it will pay the cost of the tuition for those courses.

## **ARTICLE 12 EXPERIENCE CREDIT**

At the Discretion of the Board of Education, prior teaching experience may be given.

## **ARTICLE 13 EVALUATION OF COACHES/POSTING OF VACANT COACHING POSITIONS**

A.

1. The Board of Education or its designee will determine by whom, how, and how often a coach should be evaluated.
2. In the event there is a discernible problem, the coach should be notified immediately, but no later than halfway through the season (provided that is possible; if a problem arises after the halfway point, the coach will be notified of the problem as soon as practicable).
3. A face to face meeting will be held between the coach, athletic director, and/or principal to discuss the problem and to outline suggestions as to how the coach might best deal with the problem.
4. Ongoing communication, as necessary, shall continue between the administration and the affected coach as long as the problem exists.
5. If the situation is not satisfactorily resolved, and it becomes the administration's recommendation not to rehire a coach, a written recommendation will be sent to the Board of Education for consideration. A copy of this recommendation will also be given to the coach.
6. The Board, in discussing any such recommendation, shall treat it as a personnel matter and discuss it in closed session if requested to do so by the affected coach. The Board of Education shall make a determination not to rehire a coach based upon reason(s) which are not arbitrary or capricious.
7. Action items of the Board dealing with a Board decision not to rehire a coach, will be released to the press by the parties without details of problems leading to the action, to the extent that the employee has requested a closed session under the Open Meetings Act. The parties recognize that the Board is obligated to make disclosure of such information if requested to do so under the Freedom of Information Act.

B.

### Vacant Coaching Positions

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Vacant positions shall be posted for 5 school days internally to MSEA staff members. After 5 days unfilled positions shall be posted externally until filled.

### Current Coaching Positions

1. Coaching positions held by MSEA staff shall not be posted on a yearly basis. Coaches shall retain positions unless resignation occurs or administrative evaluation of coach is ineffective .
2. Coaching positions held by non-MSEA staff shall not be posted on a yearly basis unless:
  - a. A MSEA employee expresses interest in position held by a first year non-MSEA coach
    - i. A written letter of interest will be submitted to MSEA union representatives or MSCS administration prior to Memorial Day.
  - b. Coach tenders a resignation or administrative removal from position.

### **ARTICLE 14 FINANCIAL INFORMATION**

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements, allocations, and such information as will assist the Association in developing programs on behalf of the teachers in the Morley Stanwood school system. These items will be those things normally furnished to the Board and will not require special research of particular items.

Copies of the agenda will be available on the district website on Friday before the Board meeting and a supplemental agenda will be available on the district website on the morning of the Board meeting. The agenda for special meetings will be available online in accordance to OMA regulations.

### **ARTICLE 15 FRINGE BENEFITS**

- A. For those selecting health insurance, the district shall provide health insurance for a full 12 month period to each full time bargaining unit member and his/her entire family. For those selecting health insurance, the Board will pay 80% for health care PAK A and / or PAK B. Members selecting health care will pay 20% PAK A and / or PAK B. The Association will have MESSA HSA ABC I with super saver Rx with an implementation date of September 1<sup>st</sup> , 2016 (October 1<sup>st</sup> by mutual consent of both parties required by MESSA) through August 31<sup>st</sup> 2017 with the District funding 50% of the deductible of the HSA ABC I on January 1st and 50% on July 1st. If teacher uses the 50% before July 1st or new teacher uses the prorated amount before January 1st they can fill out Appendix G to have the district provide the remaining deductible.

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B. The district will provide the following additional coverage (PAK B):

1. Long Term Disability - 66 2/3%  
\$5,000 Maximum Monthly Income Benefit  
\$4,500 Maximum Eligible Monthly Salary  
90 Calendar Days Modified Fill  
Maternity Coverage - Yes  
Pre-existing Condition Waiver - Yes  
Freeze – Yes on offsets  
Alcoholism/Drug Waiver - 2 year limitation  
Mental/Nervous Waiver - 2 year limitation  
2 Year Own Occupation
2. Negotiated Life - \$40,000 with AD & D
3. Vision - VSP-3 PLUS PLATINUM (Plan year July to July)
4. Delta Dental - 100/80/80: Usual & Customary with Adult Ortho  
\$2,000 60 UCR Lifetime Maximum

C. In accordance with the district's Flexible Benefits Plan, teachers not desiring health insurance may elect to receive \$5,000.00; paid out in installments over the course of the year with selected pay periods (21 or 26). Plan B – An amount equivalent to the Board's medical benefit plan cost up to \$416.66 per month or a total of \$5,000.00 per year, shall be contributed on behalf of the employee upon the employee completing application toward other options provided in this contract on the conditions that: (1) If the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The employee shall be eligible for cash in lieu or Plan B. These employees will continue to receive long term disability, life, vision, and dental insurance (PAK B) benefits are described in this Article.

D. Teachers may elect to purchase additional available MESSA options through payroll deduction.

E. Insurance benefits for part time teachers will be prorated in the same ratio as their fractional contracted salary amount.

F. There will be an internal and external coordination of benefits.

- G. In the event a teacher dies during the school year, the Board shall continue payments of all applicable health insurance premiums through the following August 31<sup>st</sup> in order to assure full, uninterrupted coverage for the survivors of the policy holder. If the teacher dies after the completion of the school year, the Board shall continue payment through August 31<sup>st</sup> of that year.

## **ARTICLE 16 GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A "grievance" is a claim by the Association or any teacher that there has been a violation, misinterpretation or misapplication of the terms of this Agreement; Layoff/Recall, Evaluation, Assignment/Placement, Discipline/Discharge and Merit Pay are prohibited subjects of bargaining and are not subject to grievance.
2. The "aggrieved person" is the teacher(s) initiating the grievance.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this Contract; and
4. The term "days" shall mean "school" days, except during June-August when "days" shall mean Monday through Friday.

### **B. All grievances presented or appealed under this Contract:**

1. Shall be signed by the Association/grievant(s) and dated.
2. Shall contain the date when the alleged violation occurred.
3. Shall contain a complete statement of the facts giving rise to the grievance and cite the section(s) of this Agreement alleged to have been violated.
4. Shall specify the relief or remedy requested.

### **C. Grievances will be processed according to the following procedure:**

- Step 1. The grievance will be submitted in writing within twenty (20) days of its occurrence by the aggrieved person to his/her building administrator and to the Association.

If the grievance is resolved to the satisfaction of both parties within a period of ten (10) days, the grievance will be withdrawn.



- Step 2. If, at the end of the above ten (10) day period, the grievance is not settled, it will be evaluated by a committee consisting of the Superintendent of Schools, the administrative personnel involved, a Board member (if so desired by the Board), and an Association member representative. If this committee cannot resolve the grievance in ten (10) days, the committee will meet with the full Board to resolve the grievance.
- Step 3. The Board of Education shall place the matter on its agenda for the next regularly scheduled Board meeting, provided the grievance is received no later than ten (10) working days prior to the scheduled meeting date, and shall notify the grievant and the Association of the scheduled date.
- The Board will respond in writing within ten (10) working days following the scheduled Board meeting where the grievance was heard.
- Step 4. Only the Association shall have the right to process or appeal a grievance to arbitration.
- a.1. If, after ten (10) additional consecutive days, the grievance cannot be resolved, the Association in writing may appeal to an impartial arbitrator whose decision shall be binding.
  2. The expense of said arbitrator shall be shared equally by the Association and the Board.
  - b.1. The impartial arbitrator shall be mutually agreeable to the Board and the Association.
  2. If no agreement can be reached within ten (10) consecutive days, the American Arbitration Association will be asked to appoint an arbitrator in accordance with its rules.
  - c. Failure to pursue a grievance within the time limits indicated shall be deemed acceptance of the previous decision.

#### **ARTICLE 17 ASSOCIATION LEAVE DAYS**

Association leave days will be provided to allow members of the MSEA to attend Association business as follows:

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Non-bargaining years  
Bargaining years

Ten (10) days  
Fifteen (15) days

The cost of the substitute(s), based on the WillSub current daily rate, will be borne by the MSEA, and the Employers Retirement cost. The use of these days requires MSEA President's approval.

#### **ARTICLE 18 BEREAVEMENT LEAVE**

- A. Up to three (3) days, not chargeable to sick leave, may be used for relatives or persons residing in the home of the bargaining unit member. If additional days are needed, sick or personal leave may be used upon notification of the superintendent.
- B. Up to one (1) day per occurrence will be available to teachers for bereavement for those not included in A, which shall be charged to the teacher's sick or personal leave. The teacher may determine which form of leave shall be used.

#### **ARTICLE 19 PERSONAL LEAVE**

- A. Each teacher will be allowed two (2) days of leave for personal business each year, not deductible from sick leave. This shall accumulate to a maximum of three (3) days. Forms requesting such leave shall be sent to the Superintendent directly by the teacher via the building principal at least one (1) day in advance except in cases of emergency. Only five (5) teachers will be allowed personal business days on any given date.
- B. In the event a teacher has accumulated three (3) days of personal leave, excess days will be credited to sick leave.
- C. Up to one (1) day of personal leave may be used in any school year, for emergency leave for situations beyond the teacher's control. These instances deal with the teacher's inability to report for work in situations such as an unanticipated commercial carrier travel delays, serious car problems while away from the area, or similar circumstances which prevent their returning to their home area. It is understood that to qualify, they must notify the building principal so that a substitute teacher may be obtained, with direction to the substitute to carry out the teaching assignment.

#### **ARTICLE 20 SICK LEAVE**

- A. Each teacher shall be given ten (10) days of sick leave per year, cumulative to one hundred forty (140) days, with full pay, on account of:
  - 1. Personal illness;

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2. Illness in family;
3. Absence necessitated by exposure to contagious disease; and
4. Disability of the employee

It is expected that the teacher will take steps to notify his/her building principal or the Superintendent directly in such events. The administration MAY request a doctor's statement after three (3) consecutive absences.

A teacher may use up to ten (10) days Maternity, Paternity, or Adoption per occurrence not chargeable to sick, personal or comp time.

- B. A teacher with fifteen (15) years or more of service at Morley Stanwood Community Schools, and retires from teaching as a current employee of this school system will receive thirty-five dollars (\$35) per day of unused sick leave, up to 140 days, at the time of resignation.

In the event of the death of a current employee with fifteen (15) years or more of service at Morley Stanwood Community Schools, the designated beneficiary will be paid the sick leave benefit. The designated beneficiary for this benefit must be recorded in the teacher's personnel file, on forms provided by the school district. It is the teacher's responsibility to assure that this is done and is currently correct.

- C. Teachers hired after September 1st 2015 will not get paid for unused sick days upon retirement.

## **ARTICLE 21 LEAVES OF ABSENCE**

- A. Sabbatical Leave--In accordance with the provisions of Section 1235 of the Revised School Code, teachers who have been employed seven (7) or more consecutive years at Morley Stanwood Community Schools may be granted a sabbatical leave, without pay or fringe benefits, for a minimum of one (1) semester and a maximum of one (1) school year. Upon return to his/her duties, a teacher shall be restored to his/her former position or a position of like nature, seniority and status and the sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in this agreement.
- B. General Leave--Teachers who have been employed for five (5) or more consecutive years at Morley Stanwood Community Schools, and each five (5) years thereafter, may be granted a general leave of absence, without pay or fringe benefits, for up to one (1) school year. Seniority shall not accrue during this leave.

C. Family Medical Leave--In accordance with the Family and Medical Leave Act of 1993 (FMLA), bargaining unit members may be eligible for leave and other rights under the law. Upon request and provided the employee meets eligibility requirement, the employer will grant up to 12 weeks of unpaid leave for the following reasons:

1. Birth of a child;
2. Placement of a child with a teacher for adoption or foster care;
3. A serious health condition that makes the teacher unable to perform the essential functions of his/her job; or
4. A serious health condition affecting the teacher's spouse, child, or parent for which it is necessary that the teacher provide care.
5. Other reasons provided by the act.

Eligible employees are entitled to take up to 12 work weeks of unpaid leave under FMLA during the school year.

During leave under FMLA, the employee shall use available paid sick leave except as noted under Child Care Leave below.

After using ten (10) consecutive days of sick leave, eligible employees will be required to continue their leave under FMLA. The employee shall have the right to take leave under FMLA on a reduced or intermittent schedule.

Health insurance benefits will continue during leave under FMLA under the same conditions and at the same level as if the employee were still at work. The employee shall continue to contribute to health insurance at the established contract rate.

Spouses employed by the district are each entitled to leave under FMLA.

Whenever practicable, the employee will provide the employer with at least two (2) weeks written notice of the request for leave. It will include the reason for the request, the expected beginning date, and whether or not the employee intends to use paid leave for any part of the leave. The employer may request medical verification from the employee's health care provider.

Upon return from leave under FMLA, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

- D. Child Care Leave--In addition to the time provided under FMLA for the birth of a child, the adoption of a child, or caring for a seriously ill child, six (6) weeks of child care leave will be granted upon request.

Leave under FMLA must be used before child care leave.

After twelve (12) weeks of leave under FMLA, six (6) weeks of child care leave may be used. Child care leave is unpaid and fringe benefits are not provided.

Requests for child care leave shall be made at least one week in advance and shall terminate at the ends of marking periods whenever possible.

- E. Coaching Leave--A coach may be granted a one (1) year leave of absence from coaching with Board approval. After the year's leave of absence, the coach will be able to return to his/her former coaching position. Salary steps will not be accrued during this leave.

**ARTICLE 22 LENGTH OF SCHOOL DAY**

A.	Work Day	Elementary	8:05 a.m. – 3:05 p.m.
		Middle School	8:10 a.m. – 3:10 p.m.
		High School	8:07 a.m. – 3:15 p.m.
		Alternative Education	8:05 a.m. – 3:05 p.m.
		<u>Career Center Schedule</u>	
		AM	8:30 a.m. – 10:45 a.m.
		PM	12:40 p.m. – 2:55 p.m.

Teacher work day begins ten (10) minutes before scheduled class time and ends ten (10) minutes after the scheduled class time.

- B. Parent-teacher conferences will be held as shown in Appendix D.
- C. The Association and its members recognize that as professionals, the proper discharge of teachers' responsibilities to their students and the school district will require them to devote time outside normal school hours to attend staff meetings and meet with parents, and agree that these professional responsibilities will be met.
- D. Teachers will be in the hallway adjacent to their classroom ten (10) minutes prior to the start of the student school day.

- E. Extended Day Tutoring before school, after school, or during lunch period will be compensated at the rate of \$25 per hour. It is understood that Extended Day Learning is one aspect of At-Risk and Title I programming and is intended to be an ongoing activity with students. It is not intended to replace the customary responsibility of teachers to assist students with coursework outside the time that a class or classes meet. Prior approval of the building principal is required in order to receive compensation for Extended Day Tutoring.

## **ARTICLE 23 PAYROLL INFORMATION**

- A. Teachers may elect to receive their pay in twenty-one or twenty-six paychecks. For the duration of this contract, payday will be every other Friday, beginning September 14, 2012 for the 2012-2013 school year Payroll deductions will be allowed as follows:
  - 1. West Michigan Credit Union
  - 2. Payroll Savings Bonds
  - 3. Mecosta County United Way Fund
  - 4. MSEA Scholarship Fund
  - 5. Teacher Benefit Fund (Sports Boosters)
  - 6. MESSA Options
  - 7. MIP (Retirement)
  - 8. TDP (Service Credit Purchase)
  - 9. There will be direct deposit in any financial institution designated, in writing, by the bargaining unit member.
  
- B. Financial institutions available to teachers for payroll deduction.
  - 1. A maximum number of financial institutions (businesses) listed in the Morley Stanwood Community Schools Master Contract for teachers will be capped at ten (10).
  - 2. If a financial institution (business) listed in the contract has no participating members, the business will be immediately removed from the contract and notice will be given to the Association.
  - 3. Any business that is interested in becoming a part of the Morley Stanwood Community Schools Master Contract for Teachers will:
    - a. Contact the Morley Stanwood Community Schools central office.
    - b. The business representative(s) will then be referred to the building principal to discuss the possible interest in and the scheduling of a meeting with the staff.
    - c. If the business has a minimum of five (5) Morley Stanwood staff members committed to investing with them, then they will contact

- d. the Morley Stanwood Education Association (MSEA) President. The MSEA President will take the information to the MSEA Executive Board for approval.
- e. The MSEA representative will meet with the current Morley Stanwood Community Schools Superintendent. They will then draft a letter of agreement that will be taken to the next regularly scheduled Morley Stanwood School Board meeting for final approval.
- f. If approved, the staff will be able to immediately invest with the business through payroll deductions. The name of the business will be added to the contract during the next MSEA contract negotiation.
- g. The following financial institutions are available for staff to invest through payroll deduction:

AXA Equitable, Ameriprise Financial Services, Edward Jones, Farm Bureau, GLP and Associates, Lincoln National, Mass Mutual and MEA Financial Services/Paradigm.

**ARTICLE 25 RECESS DUTIES**

A playground supervisor will be provided for all recess periods.

**ARTICLE 24 SENIORITY**

- A. "Seniority" shall be computed from the last day of hire and shall be defined to mean the amount of time continuously employed by the District. A teacher shall remain on the seniority list for recall an amount equal to twice the number of years continuously employed by the District. Time spent on layoff shall not be construed as a break in continuous service, and seniority shall continue to accrue. Names shall be added to the Seniority List according to the date and time the employee signed their contract (known as the contract date). The most recent contract date shall appear above all later dates. Employees who share a contract date shall have their names added to the Seniority List according to the time their contracts were signed, with the earliest time having seniority over all later times. It is noted that future employee leaves may affect the overall seniority placement of a name and these leaves shall be indicated in parentheses under the employee's name.

The District shall prepare and present to the Association a current seniority list each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification and qualification areas. Any objections to the accuracy of the list must be presented within thirty (30) days of delivery of the list to the Association.

- B. "Certified" or "certification" shall be defined as the requirement to hold all certificates, endorsements and approvals required by law and/or the Michigan Department of Education Teacher Certification Code to serve in the position assigned. It is the teacher's responsibility to file such certificates, endorsements or approvals with the District. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this Contract.
- C. A teacher, having been notified of being laid off and subsequently recalled at the beginning of the current school year, will receive a salary adjustment providing he/she was paid unemployment compensation during their regular summer months. This adjustment will be equal to the amount of unemployment compensation received, which will be deducted from the salary he/she would have earned for the school year had there been no layoff.

#### **ARTICLE 26 - JURY DUTY**

An employee who is called for jury duty shall be compensated for the difference in his/her normal salary and the money received for the performance of such duty.

Reimbursed expenses such as travel allowance shall not be considered.  
Reasonable proof of salary earned for jury duty is required.

#### **ARTICLE 27 MISCELLANEOUS**

- A. *Medically Fragile Children:* No bargaining unit member, except an employee hired for that purpose, shall be required to provide custodial care or health services or any act or function constituting the practice of medicine, except in an emergency situation. Appropriate training with regard to health-related services required by medically fragile children will be provided to teachers responsible for educational services to such children, but only to the extent that this training is necessary to protect the well being of the child and only to the extent permitted by law.
- B. *Hours of Instruction:* The Board and the Association agree to work together to construct a school day that will meet the mandatory hours of instruction required by the State of Michigan.
- C. *Inclusive Education Planning Time:* A planning time schedule for Inclusive Education (Co-teaching) will be made by the building principals with the assistance of the teachers involved in the planning. The building principal will make every effort to schedule these planning times on a regular basis each month. If this time is cancelled for any reason the building principal will reschedule as soon as possible.



## **ARTICLE 28 MENTORING**

- A. A mentor teacher shall be defined as a master teacher as identified in section 1526 of the School Code and shall perform the duties of a master teacher as specified in this Article 30, Letter G.
- B. Probationary teachers in their first three (3) years in the classroom shall be assigned a mentor teacher by the building principal.
- C. Participation as a mentor teacher shall be voluntary.
  - a. Efforts will be made to match mentor teachers and probationary teachers who work in the same building and the same area of certification, but shall not be required.
- D. Where possible the mentor teacher and probationary teacher shall be assigned the same preparation time. To be considered as a mentor teacher, the tenured teacher must have satisfactory evaluations for the past five (5) years.
- E. If possible, the mentor shall receive mentor training and participate in experiences which prepare him/her or his/her role and responsibilities as a mentor. Training offered within the district will be planned cooperatively with the MSEA.
- F. Each teacher in his/her first three years of classroom teaching shall have an individual professional development plan known as the Individual Development Plan (IDP). The IDP is prepared by the administration in consultation with the teacher.
- G. Roles and Responsibilities of Mentor
  - 1. Provide the mentee teacher with professional support, instruction and guidance.
  - 2. Demonstrate effective instruction to the mentee teacher.
  - 3. Meet regularly with the mentee teacher to provide assistance in the following areas: curriculum and instructional strategies, organizational skills, classroom management, and assessing student progress.
  - 4. Participate in orientation and training for mentors.
  - 5. Offer suggestions for the probationary teacher's individualized development plan if requested to do so by the building principal.
- H. Teacher mentors shall be paid 1% of the BA Step 1 salary step for each mentee. No mentor will be assigned more than one mentee.

## **ARTICLE 29 MEDICAID REIMBURSEMENT**

- A. The parties recognize that teachers are responsible for completing the Medicaid Reimbursement forms and that additional work is required by the performance of that task.
- B. The Board agrees to pay \$5 per completed form (per month) to the classroom supply account of the teacher completing the forms. These funds will be used exclusively for the purchase of classroom supplies and other classroom material resources.
- C. If the funds allocated (as explained above) are not utilized by the end of the fiscal year (June 30), the unused amount will be converted to store or merchandise credits which will be used for the purposes expressed above. Teachers will submit receipts for all expenditures made if a purchase order has not been issued.

### **ARTICLE 30 EMERGENCY FINANCIAL MANAGER**

If an Emergency Financial Manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA)

**ARTICLE 32 DURATION**

This Contract shall become effective upon ratification by the Board and the Association and shall expire on June 30, 2020.

In Witness Whereof, the parties have executed this Contract by their duly authorized representatives the day and year first written above.

Dated this \_\_\_\_<sup>th</sup> \_\_\_\_ day of June, 2018.

**Morley-Stanwood Community Schools**

**Morley-Stanwood Education Association**

By:\_\_\_\_\_

By:\_\_\_\_\_

Its:\_\_\_\_\_

Its:\_\_\_\_\_

By:\_\_\_\_\_

Its:\_\_\_\_\_

AND

AND

By:\_\_\_\_\_

By:\_\_\_\_\_

Its:\_\_\_\_\_

Its:\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_<sup>th</sup> day of June, 2018, in the city of \_\_\_\_\_, County of \_\_\_\_\_, State of Michigan.

\_\_\_\_\_  
**Notary Public**  
**Mecosta County, Michigan**  
**My Commission Expires August 15, 2019**

Morley Stanwood Community Schools  
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Classes counted toward next rail movement must be accomplished after prior rail is completed.

\* Additional hours must be completed after MA is achieved.

## Appendix "A" – SALARY SCHEDULE

Step	Index	BA	BA+35 or MA	MA+30 *
1	1.000	36,753	40,061	42,266
2	1.055	38,774	42,264	44,590
3	1.110	40,796	44,468	46,916
4	1.165	42,818	46,670	49,241
5	1.220	44,839	48,873	51,565
6	1.275	48,860	51,079	53,889
7	1.330	48,880	53,281	56,214
8	1.385	50,904	55,486	58,539
9	1.440	52,926	57,689	60,863
10	1.495	54,945	59,891	63,187
11	1.550	56,968	62,096	65,512
12	1.605	58,990	64,299	67,839
15	1.660	61,010	66,502	70,163
20	1.715	63,032	68,705	72,487
25	1.7425	64,042	69,806	73,648

2018/19 school year:

Steps plus 1% increase is tied to a \$100.00 per pupil increase in State aid funding for the 2018-19 school year. If the increase in State funding for the 2018-19 school year is equal to or greater than \$200.00 per pupil the increase on the base will be 2%. A \$1,500.00 Longevity payment to those at step 25 or above. The longevity payment is tied to 1155 kids fall count. Paid at second pay period in February

2019/20 school year:

Steps increases plus 2% increase on schedule. A \$1,500.000 Longevity payment to those at Steps 25 and above. The longevity payment is tied to a \$150.00 per pupil increase in State aid funding for the 2019-20 school year. Paid at second pay period in February

- A. Teachers hired after October 1 shall be awarded the next step on the salary schedule on the anniversary date of his/her hiring.
- B. Teachers hired before October 1 shall be awarded the next step at the beginning of the next school year.

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## Appendix“B” – EXTRA CURRICULAR ACTIVITIES

Elementary Yearbook	300
Elementary Robotics	600
High School Robotics	600
Senior Class Sponsor	1200
Junior Class Sponsor	1200
Sophomore Class Sponsor	500
Freshman Class Sponsor	500
All School Play, HS/MS @ 2 per year allowed	600 per play
Band:	3400
National Honor Society	600
Student Council, High School	1200
Student Council, Middle School	600
Recycle Club	300
Quiz Bowl	600
ELA Team	300
Art/Talent Review	300
MCYAC	500

If two or more individuals share supervision of the activity, the stipend will be divided equally among the individuals (unless mutually agreed to do otherwise).

**Appendix “C” – COACHING SALARIES**

FOOTBALL

Varsity	10.5%
Assistants (3)	7.0%

BASKETBALL

Varsity	10.5%
J.V.	7.0%
9th Grade	5%
8 <sup>th</sup> Grade	4.0%
7 <sup>th</sup> Grade	4.0%

CHEERLEADING

Varsity Fall	5.0%
Varsity Winter	5.0%
J.V. Fall	3.0%
J.V. Winter	3.0%
Middle School	3.0%

CROSS COUNTRY

HS/MS	5.0%
-------	------

GAME MANAGER

High School	10.5% of the BA Step 8
Middle School	3.0% of BA Step 8

BASEBALL AND SOFTBALL

Varsity	9.0%
J.V.	5.0%

VOLLEYBALL

Varsity	10.5%
J.V.	5.0%
8 <sup>th</sup> Grade	4.0%
7 <sup>th</sup> Grade	4.0%

TRACK

Varsity Boys	8.5%
Varsity Girls	8.5%
Varsity Assistants (2)	2.0%
Middle School Boys	5.0%
Middle School Girls	5.0%

GOLF

Varsity Girls	6.5%
Varsity Boys	6.5%

To determine the pay for coaching assignments, the percentage shown at the right of the sport schedule shall be applied to the salary B.A. step which is equal to the number of years or experience that the person has had in that sport. Ten (10) step maximum.

## Appendix“D”– SCHOOL CALENDAR

August 16	Kindergarten Open House 9:30am - 11am
August 20	Open Houses
August 21	First Day for Students
August 24	No School for Students
August 31 - September 3	No School – Labor Day Weekend
September 21	AM Half Day for Students/ PM Prof. Dev. (3 hrs)
October 9	Elementary Parent Teacher Conferences (5-8 pm)
October 16 & 18	Elementary/High School Parent Teacher Conferences (5-8 pm)
October 19	AM Half Day for Students/ PM Prof. Dev. (3 hrs)
November 9	AM Half Day for Students/ PM Prof. Dev. (3 hrs)
November 15	No School - Safety Day
November 21-23	No School – Thanksgiving Recess
December 21	AM Half Day for Students/ PM Prof. Dev. (3 hrs)
December 24 – January 4	No School – Winter Recess (School Resumes Jan 7)
January 18	AM Half Day for Students/ PM Prof. Dev. (3 hrs)
February 15	AM Half Day for Students/ PM Prof. Dev. (3 hrs)
March 15	AM Half Day for Students/ PM Prof. Dev. (3 hrs)
March 19	Elementary/High School Parent Teacher Conferences (5-8 pm)
March 25-29	No School – Spring Recess
April 12	AM Half Day for Students/ PM Prof. Dev. (3 hrs)

April 19	No School – Good Friday
May 17	AM Half Day for Students/ PM Prof. Dev. (3 hrs)
May 27	No School – Memorial Day
June 3	Last day for Students and Staff

Note: Calendar based on the Mecosta-Osceola Intermediate Common School District Calendar



## Appendix “E”– WAIVER OF COVERAGE

Morley Stanwood Community Schools

Having met the eligibility requirements, you are being offered the opportunity to enroll in health coverage offered by Morley Stanwood Community Schools. You have the right to decline, or waive coverage. If you do waive coverage for yourself, you may not cover dependents under the Employer’s health plan.

Note that if you waive coverage considered affordable and minimum essential under the Patient Protection and Affordable Care Act (ACA), you will not qualify for government credits and subsidies to purchase individual health insurance on the Marketplace.

The decision to waive coverage has consequences for you. For example:

- If you waive this coverage and do not obtain coverage on your own, you will be subject to a penalty under the individual responsibility requirement of the ACA.
- If you waive coverage, you cannot enroll in MSEA health plan until the next open enrollment, unless you experience a qualified change in status. Examples include if you are covered under another plan but that coverage is lost, or if you gain a new dependent through birth, adoption, or marriage. However, you must request to enroll in your plan within 30 days of the qualified change in status. If you miss the 30-day enrollment deadline, you must wait until open enrollment.
- I acknowledge that the Employer has offered me affordable minimum essential coverage, as defined under the ACA, for the period from \_\_\_\_\_ to \_\_\_\_\_. I have read the above and I understand the consequences of my waiver of coverage.

• \_\_\_\_\_ Name of Employee

• \_\_\_\_\_ Signature of Employee Date

• As a representative of the Employer, I received this Waiver of Coverage from the above employee on \_\_\_\_\_ (Date).

• \_\_\_\_\_ Signature of the Employer Representative

Morley Stanwood Community Schools  
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**Appendix “F” – Spring Conference Compensation Form**

Morley Stanwood Community Schools  
Spring Conference Compensation Form

Please read carefully, check the appropriate places, sign and return to Central Office

\_\_\_\_ I have worked spring conference and am requesting to be compensated as per the contract.

\_\_\_\_ I would like to receive one day comp time for working the conference

OR:

\_\_\_\_ I would like to receive reimbursement of \$75 for educational expenses. I understand that I must submit all receipts for any purchases made to Central Office by the last day of school.

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

**Appendix “G” – Deductible Request Form**

I \_\_\_\_\_ I’m asking the district to fund the other 50% of my deductible early as the first 50% has been used.

Employee Signature \_\_\_\_\_

Date: \_\_\_\_\_



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