

MASTER AGREEMENT

BETWEEN

MONTAGUE AREA PUBLIC
SCHOOLS

AND

THE MONTAGUE TEACHER'S
EDUCATION ASSOCIATION

EXPIRES
June 30, 2024



IT IS THE MISSION OF MONTAGUE AREA PUBLIC SCHOOLS TO EDUCATE AND
INSPIRE ALL STUDENTS TO BECOME MMOTIVATED, ARTICULATE, PRODUCTIVE,
AND SUCCESSFUL CITIZENS FOR TODAY TOMORROW AND FOREVER

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ARTICLE I
RECOGNITION

- A. The Board recognizes the Montague Teachers Education Association, MEA-NEA hereafter referred to as the "Association", as the exclusive bargaining representative for the entire certified and/or approved professional teaching staff hereafter referred to as the teacher(s), including the position of:

Classroom Teachers
Support Teachers
Counselors
Speech Therapist
School Social Workers

Librarians
Vocational Education Teachers
Special Education Teachers
Special Education Consultants

- B. Excluded from this contract are supervisory and executive personnel, office, clerical, aides, transportation, maintenance and operating personnel, per-diem substitutes, community education and alternative education teachers and any other non-teaching position.
- C. The term "Board" shall include its officers and designated representatives.
- D. Any new teaching position created during the life of this Agreement will be added to the unit providing it is similar to any position heretofore recognized.
- E. Long Term Substitute is defined as anyone who is employed as a substitute more than fifteen consecutive days for the same bargaining unit member. Long term substitutes will be employed under the guidelines described under Temporary Vacancies in Article VII.

As required by P.A. 103, italicized language applies only to Non-Teaching Professionals.

ARTICLE II
ASSOCIATION/TEACHER RIGHTS

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

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

- F. Bargaining unit members, who are covered under the Teacher Tenure Act, shall not be reprimanded, disciplined, discharged, or reduced in rank or compensation for any reason that is arbitrary or capricious.

Arbitrary or capricious- This standard signifies that a disciplinary decision must be supported by results of a disciplinary investigation and that any resulting disciplinary action must result from a deliberate, principled, reasonable process supported by the evidence.

Any corrective action taken by an administrator toward a bargaining unit member shall be done in private to the extent possible. The bargaining unit member that is corrected has the right to association representation. All provisions related to discipline and correction shall be determined by the Board's adopted Policy 3139 in accordance with PA 100 and 101.

- G. Bargaining unit members are encouraged to confer and make recommendations to their immediate supervisors on all aspects of the educational process. When the supervisor receives a recommendation or proposal the teacher may schedule a meeting, if requested, to discuss the matter with individuals submitting such recommendations.
- H. Tenure shall not accrue in non-classroom positions within the bargaining unit.
- I. Cameras will be used for the sole purpose of monitoring student behavior.

As required by P.A. 103, italicized language applies only to Non-Teaching Professionals.

ARTICLE III
DISTRICT RIGHTS

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

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

ARTICLE IV
TEACHING DUTIES AND RESPONSIBILITIES

- A. The student-day shall be defined as:
1. The Board and Association will work together to establish days and hours of instruction as required by state law during the term of this agreement.
 2. All full-time bargaining unit members K-12 shall be asked to be at their workstations 20 minutes before classes begin and remain a reasonable time after school.
- B. Bargaining unit members shall have a base work year of 182 days, with the exception of first year bargaining unit members who shall work 183 days. 180 of these days shall be student days. The district will provide 30 hours of professional development for bargaining unit members.
- C. The Board shall give each teacher a duty-free lunch period of at least one-half (1/2) hour. Conference and planning time shall be in addition to the 30-minute duty-free lunch period.
- D. Bargaining unit members recognize that certain additional activities are an integral part of the instructional program and exist for the benefit of the students. Such duties and responsibilities include but are not limited to:
1. Careful preparation of lesson plans. Normally, preparations will be made outside of hours when bargaining unit members are meeting with students.
 2. School administrators may have up to three (3) regular staff meetings per month. The administration shall give careful consideration to advanced notice of at least two (2) days whenever possible. In the event of a valid emergency an additional meeting(s) may be called which staff members shall attend.
 3. Bargaining unit member's assignments for participation in such activities as open houses, OPC or PTAB meetings, rallies, musical, social and other after-school and evening events shall in most cases be serving functions in their own grade level areas, i.e. K-5, 6-8, 9-12. All bargaining unit members shall share the responsibility to cover these activities. Bargaining unit members will be given the opportunity to volunteer for activities in which they have a particular interest. Supervisors shall assign after school or evening activities as equally as possible to those bargaining unit members who do not volunteer for an activity. Bargaining unit members who are ill on the day of an activity for which they have been assigned or for which they have volunteered shall cover another activity for the one they missed as agreed between the supervisor and bargaining unit member.
- E. Planning and conference time shall exist for the benefit of the instructional program and shall be governed by the following conditions:

1. Bargaining unit members, such as librarians, physical education, guidance, music, and remedial teachers shall have commensurate planning and conference time as other bargaining unit members. This may vary according to assignment. The before and after school responsibilities of these bargaining unit members may be considered as part of their preparation time.
 2. Each full time bargaining unit member shall be provided with no less than fifty (50) uninterrupted minutes per day for conference and planning. Elementary teachers may use for preparation, the time during which their classes are receiving instruction from various teaching specialists. No block of time less than fifty (50) minutes will be considered planning time. Conference and planning time for part time bargaining unit members shall be pro-rated.
 3. It is understood that the use of such time is to be used for those activities that will enhance the instructional program and benefit students. It is further understood that from time to time it may be necessary for the immediate supervisor to require teachers to use such time for activities that the supervisor may deem necessary for the operation of the instructional program. However, supervisors should make a reasonable effort to limit those activities during the teachers' conference and planning time.
 4. No departure from these norms shall be made without prior consultation with the Association (except in the case of an emergency). In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure herein set forth.
- F. The faculty and administration will cooperate in covering the classes of absent teachers where the District is unable to secure the services of a per diem substitute teacher.
1. Teachers interested in voluntarily performing substitute service during their planning period shall notify the building principal at the beginning of the academic year.
 - a. Where feasible, such substitutions will be allocated on a rotational basis and among those volunteer teachers having a common planning period.
 - b. If there is an insufficient number of volunteers in a given building or if volunteers are not readily available at a time when a substitute is required, the administration has the right to assign needed coverage and shall attempt to do so on a rotational basis in inverse order of years of service among all teachers in a particular building having a common planning period. Teachers employed in a contained classroom (R.R.O and MACC), may agree to add students to their classroom for the day and will be compensated by multiplying the R&D rate by 5 and dividing by the number of teachers who will be splitting the students.
 2. In the event that a teacher is asked, or required, to cover the responsibilities of fellow teachers (cover an hour or a period for a teacher who must be gone for that period or class) the teacher who provides the substitute service shall be given the option of receiving the R&D rate for each hour covered, or 1-hour compensatory time in lieu of wages.

3. Upon accumulating five hours of compensatory time the teacher shall be accorded one (1) compensatory leave day.
 - a. Compensatory days shall be considered as annual leave days and are subject to the same restrictions.
 - b. Any days or parts of days granted as compensatory annual leave days shall not be eligible when calculating severance pay nor may they accumulate from one year to the next.
 - c. Compensatory time not used prior to the end of May shall be paid at the R & D rate for each hour of substitution.
 - d. It is understood that "one hour" is equal to one scheduled class or period.
- G. If a teacher is requested to teach on a continuing basis more than the normal teaching load as set forth in this article, the teacher shall receive additional compensation as provided in Article XXI section D. No teacher shall be required to teach on a continuing basis more than the normal teaching load.
- H. After the sixth meeting, one (1) IEP/504/Formal Behavior Meeting = 1 Hour of Comp Time (recorded on district documentation sheet) for all staff, upon approval from building principal.
- I. During the school day, a teacher will be released from regular duty without loss of salary when directly engaged in professional negotiations called for by the Board. A teacher required to participate in any grievance, including arbitration, shall be released from regular duty without loss of salary.
- J. Mentors:
 - A. In accordance with Michigan Revised School Code, mentor teachers shall be assigned to probationary teachers during the period of their probationary status. Mentor teachers should be tenured teachers. Recent retirees (2 years or less) mutually agreed to by the Board and Association may serve as mentors. Bargaining unit members have the right to decline this assignment. The association will help facilitate in areas of shortages. Mentor teachers shall fulfill the following responsibilities:
 1. The mentor shall meet weekly with the probationary teacher for the first six (6) weeks and then monthly until the end of the first semester. The mentor shall meet quarterly with the probationary teacher during the second semester.
 2. The mentor shall meet quarterly during each of the second and third years of a probationary teacher's employment in MAPS.
 3. During the probationary teacher's first school year, the mentor shall provide assistance in orientation to the district and school, lesson planning, goal setting, classroom management and other areas of identified need. In addition, the mentor shall, in the first year of the probationary teacher's service, conduct two (2) visitations of the teacher's classroom instruction and provide appropriate feedback.
 4. The Mentor shall, in the second year of the Probationary Teacher's service, conduct one (1) visitation of the teacher's classroom instruction and provide appropriate feedback.
 5. Compensation shall be provided in Schedule B.

- K. Parent Teacher Conferences: Building administration along with association leadership will determine the best modes of conferencing, including phone conferences.

ARTICLE V
TEACHING CONDITIONS

- A. The parties recognize that good and adequate school facilities for both student and teacher are needed to insure the high quality of education. It is also acknowledged that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to educate children.
- B. The Board, reflecting the sentiments of its citizens, has long recognized that pupil-teacher ratio is an important aspect of an effective educational program and has endeavored to keep class loads moderate.
- C. Class Size
 - 1. In all subject areas (Junior and Senior High), which are of the same instruction, and all grades (Elementary: including special classes), the comparative size of these classes shall not vary by five (5) or more pupils from the average. Said average to be computed by dividing the number of students by the number of classes. Class sizes, K-2 will not exceed 26, 3-5 will not exceed 28, 6-12 will not exceed 31. (Exceptions may be made at the request of the teacher or in traditional large group instruction, where the Association has agreed to exceed these class sizes.) Overload Pay will be paid at a rate of 5 dollars per student, per hour, per day. After 3 weeks, the teacher will get paid for those students who are over the limit from the start of the class (quarter/semester/year). Payouts for overages will be made at the end of each Quarter.
 - 2. The Board recognizes the importance of reducing class size whenever possible, particularly in the elementary grades, and agrees to review class size problems brought to it by the administration, teachers or parents. Teachers concerned with class sizes should first attempt to resolve the issue by working directly with the administration. The Board agrees to review unresolved specific concerns of the Association or staff members by providing a place on its regular agenda as soon as practical following a request.
 - 3. If a teacher reasonably believes that the needs of the students are not being met because of class size, the teacher may request relief pursuant to the following procedure:
 - a. The teacher, along with an Association representative, if the teacher so desires, shall attempt to resolve the matter with the building principal. The principal shall consider 1) the size of the classroom, 2) the number of students in each class, 3) the number of classes being taught by the teacher, 4) the nature of the subject and skills taught and 5) availability of instructional support staff.
 - b. Based upon these factors, the principal shall determine the legitimacy of the teacher's concerns and possible alternatives to resolve the matter.

- c. In the event that the teacher is not satisfied with the principal's suggestion, he/she may request within five (5) days, a review of the dispute by the Superintendent or his designee. The Superintendent shall consider the factors specified in Step (a) to determine alternatives for resolving the matter. The teacher may appear with an Association representative if he/she so desires.
 - d. If the teacher remains dissatisfied with the Superintendent's suggested alternatives within ten (10) days a committee consisting of 1) the building principal, 2) the Teacher, 3) a teacher designated by the Administration, 4) an administrator designated by the Association and 5) the Association president or his/her designee shall be convened. The committee shall propose a resolution of the dispute.
 - e. The Superintendent may accept or reject the committee's proposed resolution. He/she shall notify the teacher and committee of his/her determination within five (5) days.
 - f. If the teacher is not satisfied with the Superintendent's determination, the teacher may seek recourse before the Board of Education. An Association representative may assist the teacher. The Board shall review this matter.
- D. The parties recognize that the presence of children in regular classrooms who have special physical, psychological, or emotional problems may interfere with the normal instructional program. The parties, accordingly, will cooperate to remedy the situation including, but not limited to, transfer of classrooms, assignment to Special Education rooms, or other solutions suggested by qualified personnel.
- 1. Teachers will be notified at least two (2) working days in advance of any meeting called for the purpose of discussing a student's individual educational planning program, (including but not limited to IEP, IEPC, and TAT meetings) in which the student's teacher(s) are required to attend either by request of the special education department or administration.
- E. The Board agrees to provide the following as basic to any approved course of study: textbooks and teacher manuals or guides when available. Library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar material also are recognized tools of the teaching profession and every effort will be made to provide these as deemed appropriate and within budgetary constraints as determined by the Board.
- F. The Board will provide meeting time throughout the year to hear recommendations of study committees concerning these matters.
- G. The Board agrees to make available in each school adequate computers.
- H. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- I. The Board shall make available in each school, adequate restroom and lavatory facilities for employee use.

- J. Classroom telephones will be provided for teachers.
- K. Adequate off-street parking facilities shall be provided
 - A. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger their health or safety. Teachers shall report any unsafe or hazardous working conditions.
- M. All teachers shall be given written notice of their tentative assignment for the forthcoming year by May 15th. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly. Only unavoidable changes in teacher's assignment will be made after this notification.
- N. New teachers shall be employed in accordance with the Teacher Tenure Act/Revised School Code.
- O. Teachers will have access to a color copier for appropriate copies needed for instruction.
- P. Virtual Instruction
 - 1. Guidelines will be established in a LOA regarding virtual instruction of M.A.P.S. students choosing that option.
 - 2. Teachers will not be required to teach in-person and virtual students at the same time, unless mutually agreed upon by the Association and the Board.

ARTICLE VI
RETIREMENT POLICY

- A. Retirement of Teachers shall be in conformance with Federal and State laws. It is agreed that the Board's obligation for retirement contributions shall be defined by the Public School Employees Retirement System.
- B. Severance Payment – The Employer shall, provided that a bargaining unit member has notified the Board in writing by April 15th of his/her intention to leave the district, provide a severance payment to the employee who meets the criteria that follows. In recognition of service to the district, severance payments shall be calculated using the table below:

| Accumulated Days | | Severance Rate | Max for Level |
|------------------|--|----------------|--|
| 30 | 59 | 25 | 1475 |
| 60 | 89 | 35 | 3115 |
| 90 | 129 | 45 | 5805 |
| 130 | 159 | 55 | 8745 |
| 160 | 189 | 65 | 12285 |
| 190 | 200 | 75 | 15000 |
| Unlimited | For staff with 15 years of service with the District will be unlimited | 75 | For staff with 15 years of service with the District will be unlimited |

1. The bargaining unit member shall be paid upon termination (except terminations for cause), retirement, or upon the bargaining unit member's death to the estate, provided such bargaining unit member shall have been employed by the school district for not less than ten (10) years of continuous service.
 2. In no event shall the severance pay be paid to a teacher more than once.
 3. Administration has the right to waive the April 15th deadline in the event of extenuating circumstances.
- C. All employees electing retirement and meeting the eligibility requirements of Article VI, Paragraph C, will receive severance pay under the following conditions:
1. Employees shall have the option to receive severance payment in cash at no additional cost to the employer. All costs associated with compensation of this form will be assumed by the employee.
 2. The employer will make the total severance payment into the employee's 403(b) account no later than June 30 of the retirement year.
 3. The employee will notify the District by June 1 of the retirement year to designate the company and the 403(b) plan into which the severance amount is to be deposited.

4. The payments to employees by the District will constitute employer contributions under 403(b) of the Internal Revenue Code.

ARTICLE VII
POSTINGS, VACANCIES, AND TRANSFERS

- A. **Postings.** A posting shall be made for all permanent vacant positions within the bargaining unit. Positions to be posted are those created after transfers or by retirement, resignation, dismissal, death or the addition of course of study or classroom at a particular grade level.

Vacant positions shall be posted for five (5) working days on the official bulletin Boards of the school district in the teachers' work room in each building with an additional copy delivered to the Association president or his designee.

- B. **Vacancies.** Teachers interested in applying for posted positions shall notify the appropriate immediate supervisor in writing within the posting period. Such application should include their interest, experience, and special training relative to the qualification of the position.

The Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the district, and other relevant factors. However, the Board declares its support of a policy of filling vacancies, excluding vacancies in supervisory positions, from within its own teaching staff. Therefore, when the professional backgrounds of applicants from within and outside the system are equal, preference shall be given to the employee. All candidates will be notified when the position has been filled.

- C. **Temporary Vacancies.** If a position becomes vacant on or after the beginning of any school year, the District shall have the right to fill that position on a temporary basis with a temporary substitute(s) for a period not to exceed ninety (90) working days. After 90 days, the assignment shall be posted in accordance with paragraph A of this Article unless mutually agreed to by the association.
1. Long term substitutes will be paid on a tiered scale determined by the district.
 2. Long Term Substitutes will not have rights to join the bargaining unit.
 3. Long Term Substitutes will be not eligible for the benefit package as covered in Article XX.

- D. **Voluntary Transfers.** Teachers may request a transfer to another building, subject area, or grade level for the ensuing school year beginning April 1 and all transfer requests shall expire on the last day of school. In addition to the above, teachers may request a transfer into a non-classroom assignment or into special education. The teacher will make such a request in writing to his supervisor, setting forth the reason for such transfer request, and outlining his qualifications for the position. The immediate supervisor will discuss the request with the principal of the school to which the teacher desires transfer and the teacher will arrange for an interview with the receiving principal within ten (10) school days. Upon recommendation of the receiving principal and the approval of the Board, the transfer may be consummated.

The teacher will be notified in writing of the decision. If the request for transfer is denied, the teacher may request and will receive reasons for the denial in writing.

ARTICLE VIII
PAID LEAVES OF ABSENCE

The Board shall provide fifteen (15) annual paid leave days per year for each member. Days not used during the school year will be added to accumulated leave.

A. Annual Leave - Each school year absences will be deducted from the 15 annual leave days first regardless of the reason for the absence.

1. The 15 annual leave days each year provided by the Board may be used at the discretion of the teacher within the following guidelines.
 - a. A teacher planning to use an annual leave day shall notify his/her supervisor and sign up for a substitute using ASEOP (or district approved system) at least one (1) day in advance, except in cases of emergency or sickness.
 - b. No more than 3 annual leave days shall be used in succession without reason.
 - c. Annual Leave days are not intended to be used to extend or lengthen scheduled breaks. Exceptions may be made by administration for extenuating circumstances or at the discretion of the administration.
 - d. No annual leave days shall be used either individually or collectively for the purpose of withholding services.
 - e. Members who have a minimum of 8 annual leave days remaining at the end of the school year may elect to sell up to 50% of the remaining days back to the district. Days will be reimbursed at a rate of 50 dollars per day. Members will notify the district by June 1st of their intent. The district will reimburse members before June 30th.

B. Accumulated Leave- If a teacher exhausts all 15 annual leave days; accumulated leave days may be used as described below. District provided leave days for non-immunized illness, funerals, jury-duty and association leave will **not** be deducted from the members accumulate or annual leave.

1. **Personal Sick Leave**: A teacher may use leave days for absence from duty for mental or physical disabilities that prohibit the teacher from effectively meeting his/her job responsibilities. Pregnancies shall be treated as any other disability. The Board may require written medical evidence for verification of any of the above.
2. **Family Care**: A teacher may use accumulated leave days as needed for care of the teacher's sick children, spouse or parents, grandparents, mother-in-law, or father-in-law. In addition, this provision shall also be applicable to any blood relative who resides in the teacher's home. The Board may require medical evidence for

verification of the need for this leave. The district may grant a father a maximum of five days of accumulated leave immediately following the birth of a child.

- C. **Workers Compensation:** The Board will subsidize the difference between the compensation benefit and the employee's regular pay up to fifteen (15) full-time days, after which he may continue to receive the difference by using any unused sick time.
- D. **Non-immunized Illness:** A teacher absent from work because of chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.
- E. **Funerals:** A teacher will be allowed a maximum of five (5) days for funerals of the following immediate family members: spouse, child, father, mother, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law.
 - a. A teacher will be allowed a maximum of three (3) days for funerals of the following relatives: aunts, uncles, nieces and nephews.
 - b. Provided, that where extenuating circumstances exist (e.g. distant travel) the teacher may request from the Superintendent or the designee up to an additional two (2) days (for a total of no more than five (5) days) for attendance at the funerals of these relatives.
- F. **Jury Duty:** A teacher receiving notification of jury duty or who is subpoenaed as a witness shall immediately notify his immediate supervisor. The supervisor may seek relief from duty if in his judgment the absence of the teacher would be disruptive to the instructional program. A teacher on jury duty or a teacher who has been subpoenaed as a witness shall receive the difference between remuneration for that duty and his regular salary.
- G. **Association Leave:** At the beginning of each school year the Association will be credited with twenty (20) days to be used by the teachers who are officers or agents of the Association. The Association will pay the standard substitute wage for usage beyond nine (9) days. Members will request the sub as soon as possible to ensure coverage.
- H. **Termination of Employment:** If a teacher terminates employment during a school year, the leave days shall be prorated to his time of employment. Any overpayment shall be deducted from the final paycheck.

ARTICLE IX
UNPAID LEAVES OF ABSENCE

A. General Provisions

1. A leave may be granted by the Board, at its discretion, if a suitable replacement can be found.
2. Applicants returning from leave will be returned to a position for which they are qualified and certified, understanding the district reserves the right of placement.
3. Unless expressly amended by other provisions of this contract, teachers returning from leave shall not receive experience credit for salary purposes for the time encompassed by the leave.
4. Whenever practical, leaves of absence will be made to coincide with the school year.
5. A teacher returning from leave of absence shall inform the Superintendent or his designee in writing of the date of his intended return to work. Said notification shall be no later than ninety (90) days prior to the date of his return. If a teacher fails to return to work after being assigned a position, he shall be considered resigned and forfeit all rights to employment under this Agreement. The teacher may be required to submit a written waiver of employment as a condition for consideration of an unpaid leave of absence.
6. No benefits will accrue to a teacher during an unpaid absence except as otherwise stated herein. Upon return from leave, the *teacher's* unused sick leave benefits, and salary increments which had been accumulated at the time the leave commenced will be restored to him.

B. Child Care Leave: An employee may request an unpaid child-care leave of up to one (1) year for care of a newborn or newly adopted child when the employee is otherwise able to perform his or her teaching duties. When child-care leave is granted an acceptable return date will be indicated.

C. Maternity Leave: A maternity leave of absence without pay of up to one (1) year may be granted to a teacher upon request and such leave shall commence as recommended in writing by the teacher's physician. When maternity leave is granted, an acceptable return date will be indicated.

D. Personal Illness: Upon request from an employee, leave may be granted for personal illness upon recommendation from an employee's physician. The Board may ask for a physical or mental exam from a Board-appointed physician.

E. Short-Term Unpaid Leave: Short Term Unpaid Leave may be granted to an employee in special circumstances but not generally for vacation purposes.

1. An employee may be granted no more than 5 days per year for unpaid leave.
2. Short-Term Unpaid leave will not affect an employee's sick leave or annual leave days.
3. Annual Leave must be used prior to or in conjunction with unpaid leave. Unpaid leave will not be granted unless all Annual Leave days have been used or are used in conjunction with the Unpaid Leave.
4. Short-Term Unpaid leave does not accumulate or carry over to succeeding years.

5. Employees must apply for unpaid leave 20 calendar days prior to the first day of leave. Under extenuating circumstances, the 20-day requirement may be waived by the district.
6. No more than two teachers per building may use unpaid leave during the same time period.

F. **Sabbatical Leave:**

- a. Teachers who have been employed for seven (7) consecutive years may be granted a sabbatical leave for professional improvement for up to one (1) year at any one time. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution, travel which will improve the teacher's ability to teach and other activities that would add valuable resource experience.
- b. Provided there are enough people who qualify for sabbatical leaves and apply for such leaves, the Board may grant two (2) such leaves per year amongst the teachers so applying.
- c. Requests for sabbatical leave must be submitted in writing to the Board on or before March 31 preceding the school year in which the leave will be taken provided, however, that the said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
- d. Any teacher granted sabbatical leave by the Board shall notify the Superintendent, in writing, no later than April 15 of the year in which the leave was taken, stating his/her intent to return, request additional leave or terminate employment.
- e. Replacement teachers will be hired on a one year teaching contract.
- f. Teachers returning from sabbatical leave are guaranteed a teaching position in the district.

ARTICLE X
REDUCTION IN FORCE

BARGAINING UNIT MEMBERS COVERED BY THE TEACHER TENURE ACT

- A. Any reduction in force of members covered by the Teacher Tenure Act shall be determined by the Board's Adopted Policy 3370 in accordance with PA 102.

NON-TEACHING PROFESSIONALS

A. *In the event it becomes necessary to reduce the number of non-teaching professionals due to program elimination or reduction to reduce the number of non-teaching professionals in a given subject area, field or program, or to eliminate or consolidate positions, the Board shall follow the procedure listed below:*

1. *Both parties recognize that even with the need for staff reduction it is desirable to maintain a well-balanced instructional program. Staff reduction shall take place by laying off first year probationary non-teaching professionals first, then second year probationary non-teaching professionals second, then third year probationary non-teaching professionals third, provided there are fully qualified, fully certified tenured non-teaching professionals to replace and perform all the needed duties of the laid off non-teaching professionals.*
2. *If further reduction is necessary, then tenure non-teaching professionals with the least number of years of continuous teaching experience in the Montague Area Public Schools will be laid off first, provided there are fully qualified, fully certified non-teaching professionals to replace and perform all the needed duties of the laid off non-teaching professionals.*

B. *In the event of layoff, the Board will institute a recall procedure which will be in order of years of service as long as the non-teaching professionals is qualified and certified for the position available. Employees involved by the recall shall be notified by certified or registered mail as soon as the position is available. A copy of the letter will also be sent to the Association president.*

1. *A non-teaching professionals who was full-time prior to layoff shall have the right to accept or reject a position that is less than full-time without loss of the right of recall to the first full-time position for which the non-teaching professionals is certified. No non-teaching professionals shall be terminated, lose recall rights or seniority if the teacher at the time of recall is under contract with another employer during that school year. However, if the employee is eligible to return in the ensuing year and fails to do so, they shall be considered resigned. The non-teaching professionals must at all times keep the Board informed in writing of their current address.*

No new non-teaching professionals shall be employed by the Board to fill specific positions for which there are certified and qualified non-teaching professionals of the District who are laid off or have less than a full-time assignment.

C. Seniority rights shall be lost by the non-teaching professionals if the non-teaching professional does not notify the Superintendent within fifteen (15) calendar days after receipt of notification that he will return from layoff. Non-teaching professionals who accepted recall and fail to return to work on the appointed date shall be considered resigned and shall forfeit all employment rights under this contract.

As required by P.A. 103, italicized language applies only to Non-Teaching Professionals.

D. Any layoff pursuant to this agreement shall automatically terminate the individual's employment contract. All or a portion of benefits under this master agreement shall be reinstated upon a return to employment.

E. The Board shall give no less than thirty (30) calendar days' notice to the non-teaching professionals being laid off.

F. It is intended that this article takes precedent over and governs the individual teaching contract; and that the individual teaching contract is expressly conditioned by this article.

G. Probationary non-teaching professionals who have not been recalled within two years of layoff shall be removed from the years of service list.

As required by P.A. 103, italicized language applies only to Non-Teaching Professionals.

ARTICLE XI CERTIFICATION

- D. "Certified" shall be defined, as the requirement to hold all certificates and endorsements required by law and/or Michigan Department of education administrative regulations to serve in the position assigned. Failure to hold any such certificates or endorsements shall be cause of termination. Further it is the teacher's responsibility to file such certificates and endorsements with the school district. The certification status of a teacher on file with the school district shall be considered conclusive for all purposes under this contract.
1. The teacher shall provide written notice to the school district of any change to his/her certificate of endorsements after the original filing of same with the school district. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The teacher shall further notify the school district, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.
 2. Provided, that failure to hold proper certification or endorsements shall not be cause for termination under this Article in the event that the teacher has been administratively placed in an assignment for which he/she does not possess the requisite certification and/or endorsement. It is understood that these types of assignments are to be minimized and are further conditioned upon proper approval by the Michigan Department of Education.
- C. "Highly Qualified" shall be defined by the State of Michigan where applicable.

**ARTICLE XII
CALCULATION OF YEARS OF SERVICE**

- A. Years of service shall be computed beginning with the first date of work and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on leave of absence or on a lay-off shall not be construed as a break in continuous service and years of service shall continue to accrue. No person other than a member of the bargaining unit shall possess, retain, or accrue years of service within the bargaining unit.
- 1. The district shall prepare and present to the Association a current years of service list of all teachers by the end of October each year. Included in the list will be the bargaining unit member's first date of work and certification. Teacher's certification shall be considered that certification which is on file with the school district.

**ARTICLE XIII
ACADEMIC FREEDOM**

- A. It is recognized that knowledge can best be transmitted in an atmosphere which is free from censorship and artificial restraints, upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom shall be guaranteed to teachers, and no special limitations except as stipulated in Article III shall be placed upon study, or investigation, or presenting and interpreting facts and ideas concerning man, human society, and the physical and biological world and other branches of learning, subject only to accepted standards.

**ARTICLE XIV
TEACHER EVALUATION**

- A. Bargaining unit members will be evaluated per the Board's Adopted Policy 3220 in accordance with PA 102.
- B. The district will train and provide all bargaining unit members on the Board policy and the evaluation tool.

ARTICLE XV
PROFESSIONAL BEHAVIOR

- A. Teachers may receive disciplinary action as determined by Board Policy 3139.
- B. The district will provide all bargaining unit members with the Board policy regarding disciplinary procedures.
- C. Bargaining unit members have the right to review their personnel file in the presence of the HR coordinator following Board Policy 8320.
- D. *No Non-Teaching Professional shall be reprimanded, disciplined, discharged, and reduced in rank or compensation without just cause. The discharge provision of this section shall not apply to probationary bargaining unit members.*
- E. Bargaining unit members, who are covered under the Teacher Tenure Act, shall not be reprimanded, disciplined, discharged, or reduced in rank or compensation for any reason that is arbitrary or capricious.

Arbitrary or Capricious- This standard signifies that a disciplinary decision must be supported by results of a disciplinary investigation and that any resulting disciplinary action must result from a deliberate, principled, reasonable process supported by the evidence.

Any corrective action taken by an administrator toward a bargaining unit member shall be done in private to the extent possible. The bargaining unit member that is corrected has the right to association representation. All provisions related to discipline and correction shall be determined by the Board's adopted policy in accordance with PA 100 and 101.

As required by P.A. 103, italicized language applies only to Non-Teaching Professionals.

**ARTICLE XVI
PROFESSIONAL IMPROVEMENT**

- A. At the request of the Association, or on the Board's initiative, arrangements may be made for courses, workshops, conferences and programs designed to improve the quality of instruction.

- B. Any bargaining unit member enrolled in courses related to their current instructional assignment, or to future potential assignments, shall be reimbursed for tuition paid for graduate level courses taken provided the member has completed one (1) full year of teaching in MAPS with at least an effective evaluation; and:
 - 1. Agrees to remain a teacher in MAPS for a period of not less than two (2) years following completion of the coursework. Should the teacher fail for any reason to remain in MAPS for two (2) full years, the teacher will be required to reimburse the district for all such expenses.
 - 2. A bargaining unit member will be reimbursed at a rate not to exceed \$750 per year for credits earned towards their professional certificate (up to 18 hours).
 - 3. A bargaining unit member who no longer holds a provisional certificate will be reimbursed at a rate not to exceed \$1000 per year for credits earned.
 - 4. Teachers can also be reimbursed for textbooks that are required for the course(s), however, total reimbursement will not exceed the above limits.
 - 5. Administrative approval must be obtained in advance and payment will be made upon proof of successful completion of such courses and receipts for eligible expenses. The Board will not duplicate monies received in grants or from income tax credit.

- C. Teachers shall be encouraged to learn from each other through consultations, conferences, sectional conference, educational conferences, and school visitations and planned observations within our district and others.

- D. The Board will continue to encourage teachers to attend selected conferences that are an integral part of their in-service training. This will be subject to budgetary limitations. A teacher with at least a minimum of three (3) years teaching in Montague may be selected, by a department, to attend a national level conference once every five (5) years, with all expenses paid by the Board. If two (2) from each department wish to attend, the Board will pay one-half the expenses of each. Meetings related primarily to salary or MEA leadership problems will not be reimbursed by the Board.

ARTICLE XVII
CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. A comprehensive Grievance Procedure removes the basic cause of work interruptions. Therefore, the Association agrees that it will not, during the period of the Agreement, directly or indirectly, engage in, or assist in any strike which is illegal or the result of a dispute over any issue subject to the grievance procedure.
- B. The Board agrees that it will not, during the period of the Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God or a labor dispute with employees outside of the bargaining unit and nothing shall require teachers to report for work in such circumstances.
 - 1. On days when school is not operating at full capacity due to acts of God, teachers prevented from attendance due to the acts of God shall not lose any days from their paid leave days as described in Section A of Article IX. No remote instruction will be required unless agreed upon by the association and board and in the event that total instruction days, per MDE/legislative requirements, are in jeopardy.
 - 2. If days need to be made up in order to receive full state financial support, all days will be added to the end of the year, unless mutually agreed to by the Board and Association. If an individual building is required to add minutes, they will be added to the end of the year unless mutually agreed to by the Association and the administration.

ARTICLE XVIII
TEACHER PROTECTION

- A. Conduct of students is determined by Board Policy, and in enforcing these rules and policies, the Administration and Board will support efforts of the Faculty. While the administration bears the primary responsibility for setting the overall student environment in each building, both parties recognize that each teacher is also responsible for discipline in the classroom and other school related environments.
- B. Any case of assault upon a teacher shall be promptly reported to the Administration. The teacher shall provide a written report of such incidents immediately following the event. Subject to the limits of the legal liability insurance provided by the Board, the Board will provide legal counsel to advise the teacher of his/her rights and obligations, with respect to such assault, and will render all reasonable assistance to the teacher in connection with handling the incident by law enforcement and judicial authorities in all cases where teachers have acted within the scope of their professional duties and responsibilities. Time lost in such instances will not be charged against the teacher.
- C. A student/person who makes any type of assault on a teacher shall be removed from the classroom and will not be returned to that classroom without consultation with the teacher.

ARTICLE XIX
GRIEVANCE PROCEDURE

The Grievance form is attached as Appendix A.

- A. Both parties recognize that it is desirable to solve disputes in an amicable manner without recourse to the formal Grievance Procedure whenever possible. If an individual teacher or the Association has a complaint to discuss with the Supervisor, they will first meet with that Supervisor to discuss the complaint before resorting to the Grievance Procedure.
- B. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or Board Policy referenced in this agreement shall be processed as a grievance as hereinafter provided. Any action that might constitute an unfair labor practice is subject to the formal Grievance Procedure until such time as either the teacher or the Association files an unfair labor practice charge with MERC.
- C. The time limits provided in this Article shall be strictly observed. Failure of the grievant or the Association to move the grievance to the next step in a timely fashion shall indicate the grievance has been satisfied and/or waived. Time constraints may be extended by written agreement of the parties. For the purposes of this Article, unless otherwise indicated, "days" shall be days when the administration offices are open. Day 1 shall commence at 12:01 a.m. of the day immediately following the action initiating time constraints and shall conclude at the next midnight. Subsequent days shall be computed in like manner.
- D. If a teacher or the Association does not file a grievance in writing with the principal or other designated Board representative within twenty-five (25) days after the occurrence giving rise to the grievance, then the grievance shall be considered waived.
- E. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
 - 1. The termination of services of, or failure to re-employ any probationary teacher.
 - 2. The placing of a non-tenure teacher on an additional period of probation.
 - 3. Any claim or complaint for which there is another required procedure or forum established by law or by regulation having the force of law.
- F. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder, will be pursuant to the Grievance Procedure; provided, however, that nothing contained herein when the grievance has not been waived or adjusted will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further provision of this Article.
- G. Any teacher at any time may present grievances in accordance with this Grievance Procedure to seek adjustment. Upon the teacher filing a written acceptance of any determination at any level, any Grievance Procedure shall be halted and the grievance shall be deemed to be fully

resolved. An Association representative shall be given opportunity to be present at the settlement of any such grievances.

- H. It shall be the general practice of all parties to process grievances during times which do not interfere with assigned duties. In the event proceedings are held during regular working hours, teachers directly participating in such proceedings shall be released from assigned duties without loss of salary.

Grievance Procedure

STEP I:

- A. All grievances shall be in writing and shall be processed as indicated by the Chart of Organization and Responsibility. All grievances shall plainly and fully state the nature of the grievance, the particulars thereof, the Article and section of the Agreement allegedly violated and the remedy requested, and shall be signed by the grieving teacher and the Association.
- B. Within five (5) days of receipt of the grievance, the principal or supervisor shall meet with the Association and/or grievant at the request of either party in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) days of such meeting, or eight (8) days of receipt and shall furnish a copy thereof to the Association.

STEP II:

- A. If the grievant or Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) days of such meeting or eight (8) days from the date of filing, (whichever shall be later), the grievance shall be transmitted to the Superintendent within five (5) days. Within five (5) days, the Superintendent or his designee shall meet with the Association and/or the grievant at the request of either party and shall indicate his disposition of the grievance in writing within three (3) days of such meeting or eight (8) days of the receipt and shall furnish a copy thereof to the Association.

STEP III:

- A. If the Association or the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) days of such meeting (or sixteen (16) days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board via the Superintendent within five (5) days.
- B. Upon proper notification by the grievant or the Association, the Board no later than its next regular meeting or within three (3) weeks after said notification may hold a hearing on the grievance, review such grievance or give such consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the grievant and the Association.
- C. (OPTIONAL STEP) The Board may designate a committee which shall hold a hearing on the grievance within eleven (11) days of the receipt of the grievance. Such committee will give

a written disposition within six (6) days of the hearing to the Association and the Board.

- D. Subsequent to the disposition, the Board at its next regular meeting may hold a hearing on the grievance, review such grievance or give such consideration as it shall deem appropriate.
1. Failure of the Board to take action on the Board Committee's finding shall constitute acceptance of the committee's finding.
 2. If the grievant or the Association is dissatisfied with the Board action on the committee's finding, they shall within six (6) days indicate same to the Board as specified in Step III (A) above.
 3. If a Board hearing is required, it shall be held at a mutually agreeable time but not later than two weeks after the Board disposition in Step III (D). The Board shall make its final determination no later than seven (7) days after the hearing, a copy of which shall be furnished to the grievant and the Association.

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration. Such appeal to arbitration must be taken within twenty (20) days of a Board decision deemed to be unsatisfactory. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern proceedings.

STEP IV:

- A. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- B. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make decisions in cases of alleged violation of this Agreement.
 1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
 3. He shall have no authority to award punitive damages.
 4. He shall have no power to rule on any of the following:
 - a. The termination of services of or failure to re-employ any probationary teacher.
 - b. The placing of a non-tenure teacher on an additional year of probation.
 - c. The termination of services or failure to re-employ any teacher to a position on the extra curricular schedule.
 5. The fees and expenses of the arbitrator shall be equally shared by the Board and the Association.
 6. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board.

ARTICLE XX
EMPLOYEE BENEFITS

The Employer shall provide to each bargaining unit member who works at least a three-fourths assignment the choice between the plans listed below for a full twelve-month period for the bargaining unit member and his/her entire eligible family. The Employer shall sign an Employer participation agreement.

A. Employees Electing Health Insurance Coverage

For the duration of this contract, the district elects to become a "hard cap" district unless both parties agree to switch to an 80/20 calculation. The district will contribute 100% of the published hard cap rate for that year to the premium rate. Any deductible, premium, taxes or fees not covered by the hard cap rate will be the responsibility of the member.

For the 2023-2024 medical benefit plan coverage year, employees shall have the following MESSA medical plans available in MESSA Packages:

- i. MESSA ABC Plan 1 \$1600/\$3200, ABC Rx
- ii. MESSA ABC Plan 2 \$2000/\$4000, ABC Rx
- iii. MESSA ABC Plan 2 \$2000/\$4000, ABC Rx, 10% Co-Insurance

Each of the above medical plans include \$5,000 of Basic Term Life with Medical.

B. Employees Not Electing Health Insurance Coverage

Members who elect to waive medical coverage will receive 80% of the current year's single subscriber monthly rate for MESSA ABC Plan 2 times 12. This total will be divided equally over pays to be applied to the employee cafeteria plan. Cafeteria options shall be chosen from among those carriers identified by the Board. Cash in lieu may be used for cafeteria options, taken as cash or deferred to a district approved 403B account.

1. All teachers who, at the end of each school year of scheduled duties resign, retire, or are laid off, shall be afforded credit as above until the end of the contract.
2. Cafeteria options shall include MEA Financial Services and those carriers currently identified by the district. If a carrier remains inactive (no member participation) for more than two years that carrier may be removed if the Association is notified. MEAFS will be exempt from the removal clause.
3. Members may use the cafeteria plan or payroll deduction to purchase the MEA endorsed Financial Services Long Term Care.

C. Non-Medical MESSA Ancillary Benefits

All non-medical benefits describe below shall be fully employer-paid and provided to all employees in the bargaining unit.

| | |
|--|--------------|
| <u>Dental:</u> | Delta Dental |
| Benefits | |
| Class I (Diagnostic/Prevention) | 100% |
| Class II (Basic Services/X-Rays) | 80% |
| Class III (Bridgework/Dentures) | 80% |
| Class IV (Orthodontics) | 80% |
| Annual Maximum Class I, II, III | \$3,000 |
| Lifetime Maximum Class IV (per person) | \$2,400 |
| Adult Orthodontics: | Yes |

| | |
|-------------------------|---------------------|
| <u>Vision:</u> | VSP-3 Plus Platinum |
| <u>Negotiated Life:</u> | \$50,000 with AD& D |

Negotiated LTD @ 66 2/3%

- \$5,000 Maximum Monthly Benefit
- \$7,500 Eligible Monthly Salary
- 90 Calendar Days Modified Fill
- Maternity Coverage
- Pre-Existing Condition Waiver
- Freeze on Offsets
- Alcoholism/Drug Addiction--2-year limitation
- Mental/Nervous Condition--2-year limitation
- Two Year Own Occupation

ARTICLE XXI
POLICY RELATING TO SCHEDULE A

In 2023-2024, Schedule A steps will be evened out on Steps 0-15 and Steps 16-30 will increase by 1%.

An additional 0.5% will be added to Schedule A (in addition to above) if student count reaches 1350 for the Fall 2023 count.

OR

An additional 1% will be added to Schedule A (in addition to above) if student count reaches 1375 for the Fall 2023 count.

A. Semester hours of course work for the MA + 30 scales shall be approved on the basis of the following criteria:

1. The completion date of the work must be subsequent to date of the degree and also the date of the first issued certificate, which would have certified or does certify the teacher as assigned. The date of an equivalent out-of-state certificate will be honored under this Section. Equivalency will be determined by State policy.
2. Course work shall be from an accredited institution of higher learning in one or more of the following areas. Further, all credits except where allowed in d. below shall be graduate hours.
 - a. All courses which constitute in full or in part a planned program of study for an advanced degree, or the attainment of a permanent or continuing certificate shall be allowed.
 - b. Credits earned in the teachers' area(s) of certification and/or area(s) of assignment and/or in a related field shall be allowed.
 - c. Where the above criteria would not apply, approval of the Superintendent or his designee shall constitute acceptance of course work.
 - d. All credits presented shall be supported by an official transcript.

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

C. Teachers who teach more than a normal teaching load as set forth in Article V shall receive additional compensation at the rate of 1/6 of their daily rate for each teaching period in excess of such norms.

D. Part-time teachers:

1. Teachers under contract for a full school year at less than a full teaching load will be given experience credit at the following rates:
 - a. Less than one-half (.5) - 0
 - b. One-half (.5) through full load (1) - 1 year
 2. Teachers teaching a full load for less than a full year will be given experience credit at the following rates:
 - a. Less than ninety (90) student days - 0
 - b. Ninety (90) student days or more - 1 year
 3. Teachers teaching less than a full teaching load will have their salary and annual leave days prorated, including credit for a prorated portion of preparation time.
- E. **Counselor Days:** School counselor shall be given additional days to perform necessary scheduling duties prior to the start of the school year and after the year is over. It is the determination of the counselor, with approval from the building administrator, to decide how many of the days they need to work. Counselors will be paid at their salary per diem rate for the days worked.

High School: Up to 10 days (5 days at the end of the calendar year and 5 days preceding teacher reporting days).

Middle School and Elementary: Up to 5 days total.

F. **Merit Pay:** All teachers (K-12) in the District will be awarded merit pay based on the percentage of students deemed as Career and College Ready by the SAT scores recorded from the Spring SAT test. The percentage of students deemed Career and College ready will be the dollar amount that each teacher will receive to be paid in July of the calendar year the students are tested.

POLICY RELATING TO SCHEDULE B

1. Whenever boys' and girls' activities are the same, the pay will be the same.
2. The Board will determine wages of new positions subject to bargaining in new contracts.
3. It is expressly understood that tenure is not granted in any of these assignments and the Board has power to drop any of these activities.
4. Any extra duty assignments beyond the normal teaching schedule shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be made based on first, best qualified person; second, present staff; and third, other qualified personnel.
5. Research and Development rates apply to special committees or projects that take place outside the negotiated calendar year. Training programs that take place outside the negotiated teacher calendar, requested by the administration, will be paid at a daily rate of \$100. This rate does not apply to normal teaching responsibilities.
6. If assistants are hired; the total pay for all assistants will not exceed the dollar value listed in Schedule B. Central Office Administrative approval is needed to add assistants; even if within budgetary constraints.
7. Coaches must have prior approval from the administration to hold practices on weekends or holidays.
8. On staff coaches will not participate in practice when teachers are required to be on duty. (Including but not limited to Parent Teacher Conferences, Faculty Meetings and Professional Development)
9. Bargaining Unit members will be given priority consideration for all Schedule B positions.
10. Schedule B will remain unchanged until such time as the BA base increases beyond \$36,806
which is used to calculate the schedule B pay currently.
11. Schedule B steps, which have been earned, will be awarded to all coaches.

POLICY RELATING TO DISTRICT PAID ANNUITY

- A. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal.
- B. The parties agree that the district will utilize a neutral third party administrator (TPA) for the school district's 403(b) Tax Sheltered Deferred Retirement Plan.

Approved vendors for the 403(b) plans recognized by the district are: MEA Financial Services and current district vendors who agree to comply with the new IRS regulations. In addition, any new vendors will be added to the TPA who would meet the current requirements of district policy (at least [3] MTEA members) and IRS regulations.

- C. The parties further understand and agree that the regulations regarding the administration of 403 (b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that:
 - 1. A plan document, consistent with all legal requirements has been adopted by the Board, including acceptance of contributions to the plan from monies generated by liquidation of another plan (i.e. "rollover"); and, any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the plan within fourteen (14) business days following the act of reduction of salary for the purpose.
- D. The amount of the employer-paid annuity is based on 0.5% of the employee's base salary of 2023-2024 school.
- E. In order to receive this amount, the employee must have an account set up that will accept employer paid pre-tax contributions no later than June 15th of the current school year.

MHS SCHEDULE B 2023-2024

| | STEPS 1 | | 2 | | 3 | | 4 | | 5 | |
|----------------------------|---------|-------|--------|-------|--------|-------|--------|-------|--------|-------|
| | % | AMT | % | AMT | % | AMT | % | AMT | % | AMT |
| Assignments | | | | | | | | | | |
| Academic Award | 1.00% | 403 | | | | | | | | |
| Band | 11.00% | 4,433 | 11.50% | 4,634 | 12.00% | 4,836 | 12.50% | 5,037 | 13.00% | 5,239 |
| Baseball - V Coach | 11.00% | 4,433 | 11.50% | 4,634 | 12.00% | 4,836 | 12.50% | 5,037 | 13.00% | 5,239 |
| Baseball - JV Coach | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| Basketball - V Coach | 14.00% | 5,642 | 14.50% | 5,843 | 15.00% | 6,045 | 15.50% | 6,246 | 16.00% | 6,448 |
| Basketball - JV Coach | 9.00% | 3,627 | 9.50% | 3,828 | 10.00% | 4,030 | 10.50% | 4,231 | 11.00% | 4,433 |
| Basketball - FR Coach | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| Bowling - HC | 11.00% | 4,433 | 11.50% | 4,634 | 12.00% | 4,836 | 12.50% | 5,037 | 13.00% | 5,239 |
| Bowling - Asst | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| Cheer - Competitive Coach | 11.00% | 4,433 | 11.50% | 4,634 | 12.00% | 4,836 | 12.50% | 5,037 | 13.00% | 5,239 |
| Cheer - Competitive Asst | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| Cheer Sideline - V Coach | 9.00% | 3,627 | 9.50% | 3,828 | 10.00% | 4,030 | 10.50% | 4,231 | 11.00% | 4,433 |
| Cheer Sideline - JV Coach | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 |
| Chorus | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 | 9.50% | 3,828 |
| Class Advisor - SR | 1.00% | 403 | 1.50% | 604 | 2.00% | 806 | 2.50% | 1,007 | 3.00% | 1,209 |
| Class Advisor - JR | 0.50% | 201 | 1.00% | 403 | 1.50% | 604 | | | | |
| Close Up | 2.50% | 1,007 | | | | | | | | |
| Cross Country - Head Coach | 11.00% | 4,433 | 11.50% | 4,634 | 12.00% | 4,836 | 12.50% | 5,037 | 13.00% | 5,239 |
| Cross Country - Asst Coach | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| Debate/Forensics | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| DECA | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 |
| Drama | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 |
| Drum Line | 2.00% | 806 | 2.50% | 1,007 | 3.00% | 1,209 | | | | |
| FFA School Year | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| FFA-Summ | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| Football - V Head Coach | 14.00% | 5,642 | 14.50% | 5,843 | 15.00% | 6,045 | 15.50% | 6,246 | 16.00% | 6,448 |
| Football - V Asst Coach | 9.00% | 3,627 | 9.50% | 3,828 | 10.00% | 4,030 | 10.50% | 4,231 | 11.00% | 4,433 |
| Football - JV Coach | 9.00% | 3,627 | 9.50% | 3,828 | 10.00% | 4,030 | 10.50% | 4,231 | 11.00% | 4,433 |
| Golf - V Coach | 11.00% | 4,433 | 11.50% | 4,634 | 12.00% | 4,836 | 12.50% | 5,037 | 13.00% | 5,239 |
| Golf - JV Coach | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| Journalism | 2.00% | 806 | 2.50% | 1,007 | 3.00% | 1,209 | 3.50% | 1,410 | 4.00% | 1,612 |
| Mentor – 1st Year Prob. | 2.00% | 806 | | | | | | | | |
| Mentor – 2nd Year Prob. | 1.00% | 403 | | | | | | | | |
| Mentor – 3rd year Prob. | 0.50% | 201 | | | | | | | | |
| NHS | 2.50% | 1,007 | 3.00% | 1,209 | 3.50% | 1,410 | 4.00% | 1,612 | 4.50% | 1,813 |
| Prom Advisor | 1.00% | 403 | 1.50% | 604 | 2.00% | 806 | 2.50% | 1,007 | 3.00% | 1,209 |
| Robotics | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| SADD | 2.50% | 1,007 | 3.00% | 1,209 | 3.50% | 1,410 | | | | |
| Science Olympics | 2.30% | 927 | | | | | | | | |
| Soccer - V Coach | 11.00% | 4,433 | 11.50% | 4,634 | 12.00% | 4,836 | 12.50% | 5,037 | 13.00% | 5,239 |
| Soccer - JV Coach | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| Social Media | | 1,500 | | | | | | | | |
| Softball - V Coach | 11.00% | 4,433 | 11.50% | 4,634 | 12.00% | 4,836 | 12.50% | 5,037 | 13.00% | 5,239 |
| Softball - JV Coach | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| Student Senate | 3.00% | 1,209 | 3.50% | 1,410 | 4.00% | 1,612 | 4.50% | 1,813 | 5.00% | 2,015 |
| Summer Ag | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| Tennis Coach | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 |
| Ticket Manager - Fall | | 1,500 | | | | | | | | |
| Ticket Manager - Winter | | 1,500 | | | | | | | | |

MHS SCHEDULE B 2023-2024

| STEPS | 1 | | 2 | | 3 | | 4 | | 5 | |
|------------------------|--------|-------|--------|-------|--------|-------|--------|-------|--------|-------|
| | % | AMT | % | AMT | % | AMT | % | AMT | % | AMT |
| Assignments | | | | | | | | | | |
| Track - Head Coach | 11.00% | 4,433 | 11.50% | 4,634 | 12.00% | 4,836 | 12.50% | 5,037 | 13.00% | 5,239 |
| Track - Asst Coach | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| Volleyball - V Coach | 14.00% | 5,642 | 14.50% | 5,843 | 15.00% | 6,045 | 15.50% | 6,246 | 16.00% | 6,448 |
| Volleyball - JV Coach | 9.00% | 3,627 | 9.50% | 3,828 | 10.00% | 4,030 | 10.50% | 4,231 | 11.00% | 4,433 |
| Volleyball - FR Coach | 7.00% | 2,821 | 7.50% | 3,022 | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 |
| Wrestling - Head Coach | 14.00% | 5,642 | 14.50% | 5,843 | 15.00% | 6,045 | 15.50% | 6,246 | 16.00% | 6,448 |
| Wrestling - Asst Coach | 9.00% | 3,627 | 9.50% | 3,828 | 10.00% | 4,030 | 10.50% | 4,231 | 11.00% | 4,433 |
| Yearbook w/o class | 8.00% | 3,224 | 8.50% | 3,425 | 9.00% | 3,627 | 9.50% | 3,828 | 10.00% | 4,030 |
| Yearbook-with class | 3.00% | 1,209 | 3.50% | 1,410 | 4.00% | 1,612 | 4.50% | 1,813 | 5.00% | 2,015 |

NBC SCHEDULE B 2023-2024

| STEPS | 1 | | 2 | | 3 | | 4 | | 5 | |
|----------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| | % | AMT | % | AMT | % | AMT | % | AMT | % | AMT |
| Assignments | | | | | | | | | | |
| Band | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 |
| Band - Asst | 1.50% | 604 | 2.00% | 806 | 2.50% | 1,007 | 3.00% | 1,209 | 3.50% | 1,410 |
| Basketball 8th Grade Coach | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 |
| Basketball 7th Grade Coach | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 |
| Cheer - Competitive Coach | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 |
| Chorus | 2.00% | 806 | 2.50% | 1,007 | 3.00% | 1,209 | 3.50% | 1,410 | 4.00% | 1,612 |
| Cross Country - Head Coach | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 |
| Cross Country - Asst Coach | 4.00% | 1,612 | 4.50% | 1,813 | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 |
| Drama | 1.00% | 403 | | | | | | | | |
| Football - Head Coach | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 |
| Football - Asst Coach | 4.00% | 1,612 | 4.50% | 1,813 | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 |
| Intramurals | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 |
| Math Counts | 1.00% | 403 | | | | | | | | |
| Mentor – 1st Year Prob. | 2.00% | 806 | | | | | | | | |
| Mentor – 2nd Year Prob. | 1.00% | 403 | | | | | | | | |
| Mentor – 3rd year Prob. | 0.50% | 201 | | | | | | | | |
| Project Citizen | 1.00% | 403 | | | | | | | | |
| Robotics | 1.00% | 403 | | | | | | | | |
| Science Olympics | 2.30% | 927 | | | | | | | | |
| Student Activities | 2.00% | 806 | 2.50% | 1,007 | 3.00% | 1,209 | 3.50% | 1,410 | 4.00% | 1,612 |
| Student Council | 1.00% | 403 | 1.50% | 604 | 2.00% | 806 | 2.50% | 1,007 | 3.00% | 1,209 |
| Track - Head Coach | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 |
| Track - Asst Coach | 4.00% | 1,612 | 4.50% | 1,813 | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 |
| Volleyball 8th Grade Coach | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 |
| Volleyball 7th Grade Coach | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 |
| Wrestling - Head Coach | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 | 6.50% | 2,619 | 7.00% | 2,821 |
| Wrestling - Asst Coach | 4.00% | 1,612 | 4.50% | 1,813 | 5.00% | 2,015 | 5.50% | 2,216 | 6.00% | 2,418 |
| Yearbook | 1.00% | 403 | 1.50% | 604 | 2.00% | 806 | 2.50% | 1,007 | 3.00% | 1,209 |

MACC / RRO SCHEDULE B 2023-2024

| STEPS | 1 | | 2 | | 3 | | 4 | | 5 | |
|-------------------------|-------|-----|-------|-----|-------|-------|-------|-------|-------|-------|
| | % | AMT | % | AMT | % | AMT | % | AMT | % | AMT |
| Assignments | | | | | | | | | | |
| Elementary Vocal | 1.00% | 403 | 1.50% | 604 | 2.00% | 806 | 2.50% | 1,007 | 3.00% | 1,209 |
| Grade Level Coordinator | 1.50% | 604 | 2.00% | 806 | 2.50% | 1,007 | | | | |
| Mentor – 1st Year Prob. | 2.00% | 806 | | | | | | | | |
| Mentor – 2nd Year Prob. | 1.00% | 403 | | | | | | | | |
| Mentor – 3rd year Prob. | 0.50% | 201 | | | | | | | | |
| Safety Patrol | 1.50% | 604 | 2.00% | 806 | 2.50% | 1,007 | | | | |

SCHEDULE B HOURLY RATES

| | | | |
|--------------------------|---------|---------|---------|
| RESEARCH AND DEVELOPMENT | 0.00065 | OF BASE | \$26.19 |
| SCOREKEEPER-BOOKER-TIMER | 0.00050 | OF BASE | \$20.15 |
| HOMEBOUND TEACHER | 0.00065 | OF BASE | \$26.19 |
| SUMMER SCHOOL TEACHER | 0.00078 | OF BASE | \$31.43 |

Since the Fall 2023 student count reached 1350:
 Steps 0-15 evened out and increased by 0.5%;
 Steps 16-30 increased by 1%.

SCHEDULE A

2023-2024

| STEP | BA | MA | MA+30 |
|-------------|-----------|-----------|--------------|
| 0 | 40,298 | 47,016 | 50,374 |
| 1 | 41,941 | 48,658 | 52,016 |
| 2 | 43,582 | 50,299 | 53,657 |
| 3 | 45,224 | 51,941 | 55,299 |
| 4 | 46,866 | 53,584 | 56,941 |
| 5 | 48,507 | 55,225 | 58,582 |
| 6 | 50,150 | 56,867 | 60,225 |
| 7 | 51,792 | 58,509 | 61,867 |
| 8 | 53,433 | 60,150 | 63,508 |
| 9 | 55,075 | 61,792 | 65,150 |
| 10 | 56,717 | 63,435 | 66,792 |
| 11 | 58,358 | 65,076 | 68,433 |
| 12 | 60,001 | 66,718 | 70,076 |
| 13 | 61,643 | 68,360 | 71,718 |
| 14 | 63,284 | 70,001 | 73,359 |
| 15 | 64,926 | 71,643 | 75,000 |
| 16 | 67,270 | 74,054 | 77,446 |
| 17 | 67,837 | 74,619 | 78,011 |
| 18 | 68,402 | 75,185 | 78,576 |
| 19 | 68,967 | 75,750 | 79,142 |
| 20 | 69,531 | 76,316 | 79,708 |
| 21 | 69,531 | 76,316 | 79,708 |
| 22 | 69,531 | 76,316 | 79,708 |
| 23 | 69,531 | 76,316 | 79,708 |
| 24 | 70,096 | 76,881 | 80,272 |
| 25 | 70,096 | 76,881 | 80,272 |
| 26 | 70,096 | 76,881 | 80,272 |
| 27 | 70,096 | 76,881 | 80,272 |
| 28 | 70,664 | 77,446 | 80,838 |
| 29 | 70,664 | 77,446 | 80,838 |
| 30 | 71,228 | 78,011 | 81,403 |

ARTICLE XXII

GENERAL

- A. Copies of this agreement shall be reproduced by the Board of Education and expenses of reproduction shall be shared equally by the Board and the Association.
- B. The Agreement is the sole and entire existing Agreement between the parties and it supersedes and cancels all previous Agreements, verbal or written, or based on alleged practices between the parties. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between the District and the Association. The waiver of any term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- C. If any portion of this Agreement shall be contrary to law, then such portions shall be deemed null and void. However, all provisions not contrary to law shall remain in full force and effect.
- D. All individual contracts will be consistent with this Agreement.
- E. Calendars for the years included in this contract will be collaboratively developed by the Board and association during each previous year. Hours and days for students and staff will not exceed the amounts in the 2023-2024 calendar.

ARTICLE XXIII

NEGOTIATIONS PROCEDURES

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

**ARTICLE XXIV
DURATION OF AGREEMENT**

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

For the Association

For the Board

President

President

Chief Negotiator

Secretary

This contract was approved by the Montague Area Public Schools Board of Education at the November Board Meeting on November 13, 2023.