PROFESSIONAL AGREEMENT



BETWEEN

MONTABELLA EDUCATION ASSOCIATION

AND

BOARD OF EDUCATION
OF
MONTABELLA COMMUNITY SCHOOLS

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	3
ARTICLE 2	ASSOCIATION AND TEACHER RIGHTS	4
ARTICLE 3	BOARD RIGHTS	6
ARTICLE 4	ASSOCIATION AND TEACHER RESPONSIBILITIES	7
ARTICLE 5	SCHOOL DAY AND CALENDAR	9
ARTICLE 6	CLASS SIZE	12
ARTICLE 7	VACANCIES, PROMOTIONS, AND TRANSFERS	13
ARTICLE 8	LEAVES OF ABSENCE WITH PAY	15
ARTICLE 9	LEAVES OF ABSENCE WITHOUT PAY	18
ARTICLE 10	BEHAVIOR AND DISCIPLINARY PROCEDURES	20
ARTICLE 11	PROFESSIONAL IMPROVEMENT	21
ARTICLE 12	SENIORITY	22
ARTICLE 13	EVALUATION	23
ARTICLE 14	LAYOFF AND RECALL	24
ARTICLE 15	PROFESSIONAL COMPENSATION	26
ARTICLE 16	STUDENT DISCIPLINE	28
ARTICLE 17	INSURANCE PROTECTION	30
ARTICLE 18	GRIEVANCE PROCEDURE	31
ARTICLE 19	NEGOTIATION PROCEDURES	35
ARTICLE 20	SPECIAL CONFERENCE	36
ARTICLE 21	MISCELLANEOUS PROVISIONS	37
ARTICLE 22	COMMUNICABLE DISEASES	38
ARTICLE 23	MASTER/MENTOR TEACHER PROGRAM	39
ARTICLE 24	SCHOOL IMPROVEMENT PLANS	40
ARTICLE 25	DURATION OF AGREEMENT	41
SCHEDULE A	SALARY SCHEDULES	42
SCHEDULE B	ADDITIONAL COMPENSATION FOR EXTRA DUTIES	45

ARTICLE 1

RECOGNITION

A. The Board of Education of Montabella Community Schools (hereinafter "Board") hereby recognizes the Montabella Education Association MEA/NEA (hereinafter "Association") as the exclusive bargaining representative for all employees included in the unit for bargaining as set forth in the paragraph below. The term "teacher" when used hereinafter shall refer to all employees within the unit. The term "Board" when used hereinafter shall refer to the Board of Education of the Montabella School District, its administrative agents and supervisory personnel.

B. The following teacher personnel who hold valid contracts with the Montabella School District comprise the bargaining unit: K-12 classroom teachers, counselors, librarians, special education teachers, reading teachers, academic coaches, speech therapists, social workers, alternative education teachers, pre-school teacher, community as school coordinator, and all other personnel placed on the Teacher's Salary Schedule but excluding: per diem substitutes, supervisory, executive, and non-certified personnel employed by the Board.

C. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.

ARTICLE 2

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right to freely join and support the Association for the purpose of engaging in collective bargaining or negotiations. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States.

B. Nothing contained herein shall be construed to restrict or deny to any teacher rights they may have under any other laws.

C. The Association shall have the right to use building facilities at reasonable times and hours for teacher meetings outside their working day when an operating staff is on duty, provided this shall not interfere with or interrupt normal school procedures. Such use will be scheduled through the respective building secretary.

D. The Association shall enjoy the same privileges of facility availability as other community groups. The Board of Education reserves the right to regulate after hour use of buildings and in no case are Association meetings to interfere with other regularly scheduled activities.

E. The Association shall have the right to use school facilities and equipment, including computers, printers and copiers, calculating machines, and all types of audio visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies. The Association agrees to indemnify and hold harmless the Board of Education of and from any damage or cost of repair arising out of Association use.

F. The Board shall provide a bulletin board in each building, part or all of which shall be designated in writing by the building administrator for Association use. With the exception of Association elections, political campaign literature shall not be posted on school bulletin boards by the Association or any teacher.

G. The Association may use the district mail service and teacher mailboxes for communications to teachers.

H. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. However, teachers may not attach or glue any type of membership insignia to any part of the building structure.

I. The Board shall make available to the Association for inspection all public records of the Montabella School System. The requests for such information should be in writing stating specifically the information desired. This is not to imply that oral requests will be denied. Official records will be made available during regular working hours.

ARTICLE 2 (Continued)

J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, handicap, age, sex or marital status.

K. Each teacher shall have the right, upon appointment with the Central Office, to have access to his/her personnel files twice each semester to review any document prepared by the teacher, college transcripts, or progress evaluation forms prepared by the principal or supervisor. Such records will be made available at the Central Office and will not be removed from said office. A Montabella Education Association representative of the teacher's choice may, at the teacher's request, accompany said teacher in this review. The review shall be made in the presence of the administrator or his representative responsible for the safekeeping of these files.

L. Employees who by law do not qualify for tenure shall be deemed to be in a period of probation.

ARTICLE 3

BOARD RIGHTS

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and the affairs of the Board.

2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.

3. Direct the working forces, including the right to hire, promote, transfer and determine the size of the work force.

4. Determine the services, supplies, and equipment necessary to continue its operations.

5. Adopt rules and regulations.

6. Determine the qualifications of employees, including health conditions.

7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments and the relocation or closing of offices, departments, buildings or other facilities.

8. Determine the financial policies, including all accounting procedures.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the laws of the State of Michigan and the laws of the United States.

ARTICLE 4

ASSOCIATION AND TEACHER RESPONSIBILITIES

A. A teacher who is off duty for more than five (5) consecutive days may be required to present a statement of ableness to the principal upon return to work. This statement shall be made out by a physician authorized to practice medicine under laws of the State. Medical verification of disability may be required where a teacher's attendance record shows frequent absences. In such cases, the teacher shall be notified in writing of the need for such verification prior to the absence for which the verification is required.

B. Teachers recognize that their responsibility to students and their profession may require the expenditure of time beyond the normal working day such as grading assignments, analyzing data for the purpose of preparing lessons and assessments.

C. Duly authorized officials of the Association shall report their presence in a building to the building principal before their conference with any teacher.

D. No teacher will engage in Association activities during regular working hours.

E. Teachers shall be at their work station for days contracted. Any unexcused absence will result in an entry to that effect in the teacher's personnel file with notice thereof to the teacher and it, or a combination of these, may be cause for disciplinary action up to and including dismissal. Unexcused absences may result in the absence becoming a dock day, this will be communicated to the teacher ahead of time and will be calculated according to Article 8.D. Unexcused absences are defined as unallowable use or excess use of personal days as defined in Article 8.B.

F. No teacher on continuing tenure shall discontinue service with the Board except by mutual consent, without giving a written notice to said. Any teacher discontinuing services in any other manner than as provided in this section shall forfeit, in accordance with the Act, the rights to continuing tenure previously acquired under the Tenure Act.

G. All Association materials intended for distribution or display on any property under the management of the Board shall be identified as Association material before display or distribution.

H. Teachers are responsible for maintaining a continuous high level of professional proficiency, to plan adequately and make conscientious efforts to meet, if necessary, with children, parents, and/or administrators.

I. Teachers are expected to indicate to the Board as soon as possible if they do not intend to return for the coming school year. Any teachers knowing they will not return the following school year shall file a notice of such intent with the Superintendent immediately upon knowing.

ARTICLE 4 (Continued)

J. Parent/Teacher Conferences

Parent/Teacher conferences are required. Conferences shall not exceed twelve (12) hours per school year.

Teachers who are not able to complete conferences due to an emergency during scheduled times will be responsible for scheduling conferences for each student on their own time within one week of regularly scheduled conferences. Time allotted for the make-up conferences shall be equal to the amount of time originally scheduled.

K. Teachers must report their unavailability for work prior to 6:30am on the given day. Teachers are required to file the absences through electronic reporting or a phone call to the building principal. It is the responsibility of the administration to arrange for a substitute teacher. It is the responsibility of the teacher to have lesson plans available unless the absence is an emergency.

ARTICLE 5

SCHOOL DAY AND CALENDAR

A. High school, middle school, and elementary school teachers will stay the same length of time, but may have a different beginning time and closing time.

B. Teachers shall be required to work seven (7) hours in their assigned place of work.

C. It is agreed by the Association and the Board that good public relations are necessary in all community activities and, therefore, recognize that attendance at school activities be encouraged. It is further agreed that teachers will be required to attend an annual open house type of meeting and evening parent-teacher conferences. Other meetings will be at the option of the teachers. Teachers who attend volunteer, after-school training sessions, as arranged by the building principal, shall receive $30.00 per hour in compensation.

Parent-teacher conferences will take place on two weekdays or one afternoon/evening between the hours of 1pm and 8pm for a total of 12 hours for the school year. The specific times will be agreed upon annually through the approval of the school calendar.

The day following all parent-teacher conferences shall be a day off as agreed upon according to school calendar.

D. Except in cases of emergency all regular teachers shall have a duty free period for lunch that begins between the hours of 10:30 A.M. and 12:30 P.M. for at least thirty (30) minutes duration.

E. Teachers at the elementary and junior/senior high schools will, in addition to duty free lunch periods, have at least one (1) preparation period each day of fifty (50) continuous minutes during which time they will not be assigned any other duties without mutual agreement. This may vary during exams, late start/early release or assembly days. Alternative education teachers will have an equivalent yet perhaps not continuous amount of preparation time each week.

Recognizing that different grade levels and the alternative education program have different needs and operate under different schedules, it is the intent to mutually explore options for providing more equal amounts of planning time to all instructional staff. Reasonable efforts shall be made to make this planning time as uninterrupted as possible. It is further understood that teachers who service multiple district buildings will be afforded at least the established district minimum (50) minutes.

ARTICLE 5 (Continued)

F. Secondary (7-12) teachers will teach six periods and have one assigned preparation period per day equal in length to an academic period. (Maximum length of periods will be fifty-five minutes.)

Alternative education periods may be less than seventy-five minutes. Assigned teaching time cannot exceed the equivalent for regular education teachers.

G. Elementary staff hours shall be from 7:35 a.m. to 3:05 p.m. daily, with student hours to occur from 8:00 a.m. until 3:00 p.m. Student contact hours shall not begin prior to 7:50am.

Secondary staff hours shall be from 7:40 a.m. until 3:10 p.m. daily, with student hours to occur from 8:05 a.m. until 3:05 p.m. Student contact hours shall not begin prior to 7:50am.

Both parties understand the importance of proper preparation for school assignments each day but also the need for meetings and training to take place during contractual time. Therefore, the following limitations will be placed meetings/training that occur during the time from 7:35am-8am. Meetings and/or trainings will be for the following purposes: staff or departmental meetings, parent meetings, student staffing, Professional Learning Community meetings. These meetings and/or trainings will be limited to no more than twice per week for any particular member.

H. Services to be rendered by teachers include their participation in, up to one general teachers meetings or Professional Learning Community meetings each month conducted outside the regular staff hours designated in Article 5 Section G.

Staff will be given a minimum of 48 hours notice of staff meetings lasting more than 15 minutes, unless an emergency situation arises. The meeting shall begin at the published time. The union, recognizing that administration may have student/school issues to deal with directly after school, will give administration a 10 minute grace period for the beginning of any meeting.

All committee work not covered under Schedule B, shall take place within the designated staff meeting guidelines stated above. Should the need arise for extended committee work beyond the seven (7) hours; administration shall hire subs to complete school related committee work.

Administration acknowledges the importance of continuity and teacher presence in the classroom. Committee work and trainings during the school day will be attempted to be limited to two days each month. When the limit is exceeded the teacher may request a meeting with the building administrator to discuss alternative scheduled in future months.

I. Part-time and full-time teachers are required to be in the building for preparation and conferences as follows:

ARTICLE 5 (Continued)

Elementary

Contracted	Prep Time
1% - 50%	25 Minutes
51% - 75%	35 Minutes
76%-100%	50 Minutes

J. Calendars for the following school years will be framed with the following references:

1. The closing of the school year will be agreed upon in the annual school calendar and shall reflect state law and regulation.

2. Length of School Year

   a. There shall be one hundred eighty (180) student attendance days. There shall be one hundred eighty-five (185) teacher attendance days. New teachers in their first year of employment shall have one hundred eighty-seven (187) work days. Teacher work days shall be provided for classroom preparation before school begins, room preparation for the summer, and time at the end of each semester for the purposes of preparing report cards and general recordkeeping. Prior to the start of each school year time will be allotted for content/grade level collaboration work.

   b. Teachers shall not be required to report to school when school is cancelled/delayed due to acts of God. Teachers will receive their regular pay for days which are cancelled/delayed but shall work for any rescheduled student instruction time with no additional compensation. If the law governing this provision is changed or repealed, this section will be renegotiated. In the event of a weather delay or cancellation, any scheduled PD/Parent Teacher Conferences will still occur for staff providing the Superintendent determines travel conditions are safe for staff to report.

ARTICLE 6

CLASS SIZE

A. Philosophy: Class load will be kept at a minimum within economic ability of the school district and the availability of space. Twenty-five (25) to thirty (30) pupils is recognized as a desirable class load for effective teaching and learning. In some special classes a lower number of pupils is desirable, while in other classes, a larger number can be accommodated. In recognition that hands on classes and classes with heavy grading responsibilities can be difficult to manage administration will take that into consideration when developing the schedule. In the secondary (grades 7-12), the board will create assignments for lead teachers that have no more than 10 preparations per year. Double blocked classes shall be counted as one preparation (i.e. a class and another class in that subject which is remedial in nature shall not be considered as separate preparations). The 10 preparation limit shall not apply to special education, title I and physical education teachers. Any teacher may volunteer to exceed the 10 preparation limit. Lead teachers shall be compensated at the rate of $350 per preparation in excess of four preparations each semester.

In the event that a Junior/Senior High School teacher's different preparations exceed four per day, the teacher may ask for a special conference to discuss the matter. Present at the conference shall be the building principal, the teacher, the Montabella Education Association President and the Superintendent.

It is further understood though that alternative education teachers operate under a different schedule and are likely to have more than four different preparations per day.

B. The Board of Education will, within its financial ability, provide facilities, equipment and supplies in order that teachers may do an adequate job of teaching. Teachers will be asked to submit lists and recommendations in the matters of purchasing the above.

C. The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

D. Should elementary class size in grades K-1 exceed twenty-six (26) students, grades 2-3 exceed twenty-eight (28) students, and in grades 4-6 exceed thirty (30) students, the teacher may request a conference with the principal to discuss alternatives including the possibility of paraprofessional support. If the teacher and building principal cannot mutually agree upon paraprofessional support, general education classroom teachers (excluding specials/elective teachers) shall be compensated $3 per student for each day the limit of 30 is exceeded in grades K-2 and 33 is exceeded in grades 3-6. This will be payable in one lump sum at the conclusion of the school year.

ARTICLE 7

VACANCIES, PROMOTIONS, AND TRANSFERS

A. Promotions

1. Any teacher may apply for administrative vacancies.

2. The promotion or failure to promote any teacher to an administrative position which shall become vacant during the course of this contract shall not be subject to the grievance procedure, it being expressly understood that the Board's right to select its own administrators is solely within its discretion.

3. Any teacher who shall be promoted to an administrative position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such promotion to administrative status.

B. Vacancies

1.

a. A vacancy which has been created by a retirement, resignations, or termination may be filled by assignment by the Board from the current teaching staff.

b. The Board's assignment is not grievable.

2.

a. The following vacancies shall be posted ten (10) working days in all buildings where teachers work:

Extra-duty positions;
Newly created positions;
Any remaining openings once all regular teachers are assigned.

The posting will include a general statement of duties and qualifications. If the vacancy occurs during the summer months, the posting shall be sent to all staff via email through the school email system.

b. Any teacher may apply for such vacancies. The application must be in writing and sent to the Superintendent, and must include among other things the reasons for applying and the applicant's qualifications.

3. Any teacher interested in any potential vacancies must file an annual letter of interest with the Superintendent no later than June 1 of each school year.

C. Transfers

1. Although the Board and Association recognize that frequent transfers of teachers from one school to another can be disruptive to the educational process and interfere with optimum teacher performance, they also

ARTICLE 7 (Continued)

recognize that some transfers may be necessary. Therefore, they agree as follows:

Transfers may be made by the administration at any time for reasons of over and under staffing, revised or new programs, positions created by termination of employment or personality conflicts. Involuntary transfers shall be reviewed by the administration and teacher will be given an opportunity to state, in writing, the reason for their objection to transfer.

ARTICLE 8

LEAVES OF ABSENCE WITH PAY

A. Every regularly employed, full-time teacher, excluding those on leave of absence, shall be granted thirteen (13) working days of leave, with pay, per school year, taken as full or half days, without loss of salary subject to the following:

1. The thirteen (13) days allowance may be used for illness or disability, including pregnancy related disability.

2. Sick days may be used by any teacher for illness in the immediate family (spouse, child, step-child, daughter-in-law, son-in-law, legal dependents (including foster child), father, mother, father-in-law, mother-in-law, step-parent, grandparents, grandchildren, brother, sister, brother-in-law, sister-in-law, niece, or nephew).

3. A maximum of five (5) days per occurrence may be used for bereavement in the immediate family (as defined in Article 10.A.2). Bereavement time will be deducted from available sick time.

4. A maximum of two (2) days may be used to attend the funeral of a friend or relative. Bereavement time will be deducted from available sick time.

5. At the end of each year the unused portion of the thirteen (13) days shall become accumulative up to one hundred (100) days.

6. New teachers to the system will have three (3) days sick leave posted after their first working day. One additional day per month (September through June) will be posted at the beginning of each month. Any new teacher that was granted steps upon their hire, will also be granted the same number of additional sick days to be granted after their first working day (step 5 will receive 5 additional sick days).

7. Any member that discontinues service with the district prior to the end of the scheduled contracted days will have their sick day benefits prorated by the portion of the year that was actually worked. If more days were used then the prorated amount, those additional days will be charged as dock days. The calculation for dock days will be the definition provided in Article 8.D.

B. Personal Leave

Three days per year, with pay, non-accumulative, will be allowed to each teacher for use as personal leave as one of the thirteen (13) Compensable Leave Days. A maximum of two leave days can be used after February 1st. Such leave must be requested, in writing, at least forty-eight (48) hours in advance from the Superintendent. No more than four (4) teachers from the entire district and no more than two (2) teachers from any single building will be on such leave at any one time. Requests will be granted in a first come first serve manner.

Individuals should make every effort to resolve personal business without taking time off from work.

Such leave shall not be granted for the first week or last week of the school year nor on days in which final exams are being administered. Such leave shall not be granted on scheduled professional development days.

Personal days can be taken on parent-teacher conference dates but teachers are still expected to be in attendance for evening conferences. Teachers may request either, one (1) day before or one (1) day directly following any holiday or school break. Requests may only be made once in a three (3) year period and must comply with the restrictions above.

C. Leave of Absence Not Chargeable Against Sick Leave

1. Leaves of absence with full pay not chargeable against the teacher's sick leave shall be granted for the following:

   a. Absence when a teacher is called for jury service.

   b. Court appearances when subpoenaed as a witness in any case. A copy of the subpoena will be provided to the building administrator.

   c. Approved visitation of other schools.

   d. When attending any function when so directed by the administration.

2. Teachers called for jury service are to receive the equivalent of one day's pay for one day served. The amount received from the court (mileage excepted) is to be refunded to the school.

3. The Association shall be granted six (6) days each year with pay to be used for necessary business purposes of the Association. The Association will pay for the cost of the substitute. Notice of such leave must be given to the Superintendent at least two (2) days prior to the leave.

D. Non-FMLA Dock Days

Granting of dock days is at the discretion of the Superintendent. Dock days will be calculated using an individual teacher's daily rate and will include fringe benefits (FICA, retirement and insurance). Dock days should not be considered an option in extension of a holiday or vacation.

E. Disability

In the event a teacher is aware of a disability that can be anticipated in advance (e.g., pregnancy related disability, scheduled surgery) the following provisions shall apply:

ARTICLE 8 (Continued)

1. The teacher shall notify the administration of the anticipated disability at least ninety (90) days in advance, if possible. Said notification is to be accompanied by a statement from the attending physician which identifies the date anticipated disability is expected to occur. Said notification shall be filed with the Superintendent of Schools.

2. The teacher shall be required to furnish medical certification of his/her continued ability to perform his/her duties as often as the Board of Education may, in its discretion, request.

3. To receive sick leave payments the teacher must perform all duties until physically disabled and, unless granted leave, return to service as soon as physically able to perform all duties as certified by his/her physician.

4. For all sick leave days claimed, the teacher must have a physician's certificate verifying physical disability which prevents him/her from fulfilling his/her teaching responsibilities.

5. The teacher shall provide, in writing, all lesson plans and other materials required by the principal for the duration of the absence in order to maintain curriculum continuity through the substitute if physically able. The following are general guidelines for teachers and substitute teachers during a leave:
    - Outline of lesson plans that include learning objectives to be covered.
    - Assessment map including the development of the assessment, if possible assessment should be limited to a format that a sub teacher with varying skills could administer and grade
    - Accommodation list for all students with special needs
    - Grading of assignments/assessments and entry into grade book will be the responsibility of the sub teacher
    - Conferences that are scheduled during leave time will either be canceled or conducted by the substitute teacher

F. In lieu of provisions for unpaid adoptive leave, the adoptive parent shall have the right to receive sick leave benefits for the following matters relative to the adoption: travel necessary to the legal transactions required of the adoption process once the adoption has been approved by the adoption agency and/or time to begin immediately and proceed consecutively once legal custody has occurred. The maximum allowance of sick leave to be used for such purposes shall not exceed six weeks.

G. Medical verification can be requested by administration when a pattern of absences occur, either with the days the absence occurs or with absences in succession. The district shall provide in writing the rationale for the establishment of the absence pattern. Written notice (including email) will be given to the teacher of the need for verification.

ARTICLE 9

LEAVES OF ABSENCE WITHOUT PAY

A. Study, Research, Travel Leaves

1. Upon the request of the teacher, the Board may grant leaves of absence, not to exceed one year, for study, research, or travel.

2. Upon request of the teacher, the Board may grant leaves of absence, not to exceed one year, for an education leave such that teachers may meet new state or federal requirements.

3 Eligibility for such leaves is conditioned upon satisfactory record of at least three (3) years employment in the school system.

4. A second leave or an extension of a leave for study, research, or travel may be granted by the Board.

B. Leaves of Absence for Reasons of Health

1. Upon the request of the teacher and the recommendation of the teacher's physician, the Board shall grant a leave of absence for reasons of health, which may not exceed one (1) year.

2. At the termination of the leave, the employee must either return to duty or resign. The Board may grant an extension for up to one (1) year.

3. Upon request of the teacher, the Board may grant a leave of absence not to exceed one (1) year for illness in the immediate family.

C. Parental Leave

1. A parental leave, not to exceed one (1) year, shall be granted upon request, to teachers who become parents of newborn. Such leave shall, if applicable, be granted until the end of the school year.

2. The leave must be requested, in writing, not later than two (2) weeks after the birth of the child.

3. Upon request of the teacher, the leave may be renewed for one (1) additional year.

D. Adoptive Leave

1. Any teacher may apply for an adoptive leave without pay. When first notified of acceptance as an adoptive parent by the adoption agency, the teacher desiring leave shall apply to the Superintendent's office for an adoptive leave which shall commence when the teacher assumes custody of the child, and shall continue for the duration of the school year. See Article 8 Paragraph F regarding adoptive leave with pay.

2. Upon request of the teacher, the leave may be extended for an additional school year.

E. Public Office

The Board may grant a leave of absence without pay to any teacher to campaign for or serve in a public office (other than the Michigan Legislature), for up to one year.

F. Employment

1. Unpaid leave may be granted for (1) one year by the board for employment, only in circumstances where the outcome of that employment may reasonably benefit the educational mission of Montabella Community Schools.

G. Status Upon Returning from Leave

1. While on leave an employee shall maintain continuing tenure, if applicable, and seniority status, and shall retain all employment rights held before leave was taken.

2. Upon reinstatement the teacher taking leave hereunder will be entitled to accrued experience and sick leave accumulated prior to the start of said leave. Any teacher completing over fifty percent (50%) of the class days in any semester during which leave commences or ends shall be given credit on the salary schedule and sick leave for that semester.

H. Notification of Return from Leave

The teacher shall notify the Superintendent of Schools, in writing, of intention to return by no later than ninety (90) days prior to the termination of the leave period. Failure to notify the board shall be considered voluntary termination. Notification shall not be applicable to maternity leaves or parental leaves or adoptive leaves granted for the remainder of the school year.

ARTICLE 10

BEHAVIOR AND DISCIPLINARY PROCEDURES

A. Teachers are expected to comply with rules, regulations, and directions adopted by the Board which are not inconsistent with the provisions of this Agreement.

B. Breaches of conduct are subject to disciplinary procedure. Such breaches include but are not limited to: abuses of sick leave and other leave, tardiness, willful deficiencies in professional performance, violation of Board policies, regulations and directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement.

C. The non-renewal of a probationary teacher's contract shall not be considered discipline.

D. Before any meeting is called from which disciplinary action may result, the teacher shall be notified and shall be entitled to have present a representative of the Association. If an Association representative is requested to be present, no longer than two (2) days may lapse before such meeting is held.

E. The discharge of a probationary teacher is not subject to the grievance procedure. Probationary teachers who are discharged shall have a right to a hearing before the Board of Education. Upon request of the teacher, a local Association representative or the UniServ Director may be present.

F. All communications, including evaluations by Montabella's administrators, commendations, and complaints directed toward a teacher which are included in the personnel file shall be called to the teacher's attention before the time of their inclusion.

ARTICLE 11

PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work or advanced degrees or special studies and participation in community educational projects.

B. The Board shall support and provide for a pre-school conference and at least one (1) in-service training meeting during the school year.

C. Upon recommendation by the Superintendent and approval from the Board, teachers may attend conferences to improve their professional competencies. Visitations to other schools and programs shall be considered as a conference. If approved, the Board will reimburse expenses for such conferences.

D. No blanket reimbursement will be allowed by the Board to pay for membership in recognized professional educational organizations. The Board may, in individual cases, encourage teachers to join certain organizations and agree to pay the cost of membership.

ARTICLE 12

SENIORITY

A. Definition of Seniority

Seniority for all purposes under this Agreement shall be defined as the number of continuous teaching years as an employee of this school district. All bargaining unit seniority is lost when employment is severed by resignation, retirement or by discharge. Personnel who are promoted out of the bargaining unit shall maintain seniority according to Article 9. A. 4. Neither layoff nor the taking of a leave as provided under this Agreement shall constitute a break in service and seniority will accumulate during such periods. Seniority will be pro-rated for less than full-time teachers who are hired after July 1, 1980.

B. Seniority Ties

In the event more than one individual has the same seniority, the relative ranking of such persons on the seniority list will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected bargaining unit members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The President of the Association or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing.

C. Seniority List

No later than thirty (30) days following ratification of this Agreement and upon hiring of a new teacher, the employer shall prepare a seniority list and submit that to the association.

D. Posting/Copies/Revision of Seniority List

The seniority list shall be published with notation of the date of hire of each bargaining unit member and housed in an electronic format that the association leadership has access to. Updates of the list shall be published as they are made. Errors, omissions, and/or deletions in or to the seniority list will be corrected upon discovery.

ARTICLE 13
EVALUATION

The association and the board agree upon the importance of an equitable high quality evaluation process. The process at Montabella Community Schools will follow all applicable state law and accompanying board policies regarding evaluation.

Evaluations will be based upon a minimum of two (2) observations, one of which is planned, within that school year. Every effort will be made to have one observation in each semester. All probationary staff and tenure staff on an Individualized Development Plan will also be provided a mid-year review. The goal is to provide the teacher with meaningful feedback so that they may work to address any areas of concern prior to the end of the school year.

Observation feedback, mid-year reviews and end of year evaluations will be provided in writing. Final evaluations will be provided no later than the last scheduled teacher day for that school year.

Twenty (20) percent of the year end evaluation will be based on student growth and assessment data. The specific data used and the calculation will be determined by the Evaluation Committee, which will consist of both administration and certified staff members representing each building. For the 2024-2025 school year student growth will be determined by the percentage of students that reach their growth target for the year as measured by growth on the NWEA test from Fall to Spring. Those students reaching their growth target early in the winter administration and those receiving conditional growth will also be counted as successfully reaching their growth target. This calculation will be reevaluated after the 2024-2025 school year by the Evaluation Committee. Any changes or adjustments will be made by October 1 of each year.

ARTICLE 14

LAYOFF AND RECALL

A. Should substantial and unforeseen changes in student population or other conditions make necessary a layoff of staff not covered by tenure law employed by the Board, the following layoff procedure will be followed:

1. The certification and qualification of a member to be laid off shall be the certification and qualifications on file with the Board at the time the layoff notice is sent. The certification and qualification of a member to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent.

2. The effectiveness of potentially effected members measured by the District's performance evaluation system will be the primary factor considered. Effectiveness ratings (effective, developing and needs support) will be looked at first.
    a. When potentially effected members have the same effectiveness rating on the rubric portion, then the following factors will be considered
        1. Numerical value of the rubric portion (no student growth data) of the evaluation system.
        2. Discipline record
        3. Relevant specialized training that is above and beyond what is required by law and has a meaningful impact on instruction.
        4. Classroom management (efficacy of disciplining students, parent rapport, rapport with colleagues)
        5. Teacher attendance record (consideration for family and personal situations that impact attendance)
        6. Significant relevant accomplishments and contributions that contributes to the over performance of the school.
        7. Length of time in that particular grade level or subject area

3. Length of service may only be considered when all other factors are considered equal amongst the potentially effected members.

B. Any member on layoff shall be recalled in inverse order of layoff provided he/she is certified and/or qualified for the vacancy. No new staff shall be employed by the Board while there are staff members of the district who are laid off unless none of the members on layoff have the proper certification and qualifications to fill the vacancy.

C. The Board shall give written notice of recall from the layoff by sending a letter to the members last known address. Email may also be used for notification, however a read receipt must be used and received otherwise notification by mail must be used. If a member fails to respond within fifteen (15) calendar days for the date of the recall, said teacher shall be considered as a voluntary quit.

D. It shall be the responsibility of each member to notify the Board of any change of address. The member's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notices to members.

E. A member who is laid off and who is paid unemployment compensation benefits during the summer immediately following the layoff and who is subsequently recall to a position at the beginning of the next school year will be paid according to the annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off.

ARTICLE 15

PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

Part-time teachers will be compensated on the following basis:

JR/SR HIGH

Teaching Periods	Prep Time	Contract Proration
3 periods	25 minutes	50%
4 periods	34 minutes	67%
5 periods	42 minutes	83%

ELEMENTARY (PK - 6)
One-half assignment will be compensated at fifty percent (50%).

B. The Board and the Association recognizes that consistency of the hiring practice is desirable for reasons of equity and staff morale. Therefore, teachers to be employed in the system with previous teaching experience may be given credit for up to 20 years and placed on the appropriate step of the salary schedule. The Association will be informed in writing of the action taken. The board agenda for all hires will reflect the step placement and will serve as notification to the association.

C. Teachers involved in extra duty assignments set forth in Schedule B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation.

D. Teachers required to use their personal cars for field trips or other business of the district shall be paid the IRS rate per mile, upon presentation of a completed mileage log turned in to Central Office.

E. Teachers who choose to teach on a regular basis during their preparation period will be paid fifteen percent (15%) of that individual's salary step.

F. Credits earned before the first day of the second semester will be accepted for second semester placement of a teacher on the salary schedule.

H. Terminal Pay

A severance pay of forty dollars ($40.00) per day for up to ninety (90) days of unused sick leave will be granted for employees retiring through the Michigan Public Schools Employee Retirement System after at least ten (10) years of service to the district. Non-elective employer paid contribution to a the employees MEA financial services 403(b) account, if the employee does not have an established account, one will be created. There shall be no cash option to this employer contribution.

ARTICLE 15 (Continued)

I. Teachers who have accumulated at least 40 sick days may choose to gift up to 15 sick days to another teacher who is experiencing extended illness or hardship related to a family member's catastrophic illness. Teachers will be notified by email that a member is in need and fill out the form and submit to central office with the number of days they wish to gift. Teacher who are deemed eligible will be able to accept a maximum of 60 days during their career.

Eligibility will be limited to those that are suffering from a catastrophic, terminal or life threatening situation to the member or immediate family of the member. This includes but is not limited to events that will require extended hospital or rehab appointments over an extended period of time. Immediate family member will be defined by the definition in Article 8 A2.

Requesting teachers must have exhausted all days or anticipated to exhaust all days prior to requesting assistance. Requesting teachers will fill out the required form and submit to central office.

J. Teachers who choose to substitute teach during their planning hour shall be paid thirty dollars ($30) per class. If coverage is for less than 20 minutes payment shall be for half of the amount ($15).

K. The detention supervisor will be paid fifteen dollars ($15.00) per hour (based on one hour per day) for each hour after school.

L. Teachers who declare to retire by June 30 of that year through the Michigan School Employee Retirement System (MPSERS) and notify the district prior to the following dates shall receive additional compensation; February 1 - $1,000 or April 1-$800. Compensation shall be paid in one lump payment on the last payment in June. Retirement must take place at the end of the school year, where the employee completes their assignment for the year, for the employee to be eligible for the additional compensation.

M. Teachers at the elementary who are assigned a new grade level to teach (never been taught before) with less than two (2) weeks before the first student day will be compensated four hundred and fifty dollars $450 for the additional time needed for last minute preparations. Secondary teachers who are assigned a new elective (never been taught before will be compensated three hundred dollars ($300) for the additional time needed for developing original curriculum. The administration and impacted teacher can mutually agree to substitute a day off from required work duties in place of the compensation.

ARTICLE 16

STUDENT DISCIPLINE

A. The Board will give support and assistance to teachers with respect to the maintenance of control and discipline in the school. Problem students may be temporarily removed from a teacher's classroom by the teacher and building principal. Whenever it appears that a particular pupil's sustained behavioral pattern in the classroom becomes a serious deterrent to the welfare of himself, his classmates, and teacher or teachers, the following procedure will be followed:

1. A complete evaluation of the situation shall be made.

2. The evaluators shall consist of the teachers involved, building principal, guidance personnel and any other professional persons involved or qualified to assist.

3. After all available facts and information have been reviewed, the evaluation committee shall recommend to the Board a course of action in light of the following:

   a. best interest to the student involved
   b. best interest of other students in the classroom
   c. the demands made upon the teacher(s) involved.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use force as is necessary to protect himself from attack or to prevent injury to another student. Discipline problems are much less likely to occur when teachers are in the classroom when rooms are occupied for classes. Teachers are to be in the classroom except for emergencies, while answering phone, etc., and absence for such reasons should be for very short duration.

C. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parent when warranted. Transfer of the student to another teacher or other measures short of suspension, will first be exhausted. Every effort will be made to provide a separate room for in-school suspension and/or students who are in the office due to disciplinary reasons.

D. Any case of assault or assault and battery upon a teacher while in the performance of duties assigned by the school district shall be promptly reported to the Board or its designated representative. Any alleged assault will be promptly investigated by the principal or his designated representative who, with the teacher and Superintendent, will determine a suitable punishment for the assaulting pupil(s). If the assault is by a person

who is not a pupil, the Board will promptly report the incident to the proper law enforcement authorities. In either case (pupil or non-pupil) the Board will render assistance to the teacher in connection with handling of the incident by law enforcement, legal and medical authorities. If the teacher is injured while in the line of duty, medical, surgical or hospital care within the limits of Worker's Compensation will be furnished by the Board. Provided that the teacher is not at fault, he shall not be penalized in loss of salary for a period of one year from the date of disability, the Board making up the difference between contractual salary and Worker's Compensation disability payments.

E. Teachers shall be expected to exercise care with respect to safety of pupils and property, but shall not be held responsible by the school, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE 17

INSURANCE PROTECTION

A. The Board shall provide insurance which covers pupils riding with teachers on special trips.

B. The district shall pay the State of Michigan Public Act 152 established hard caps towards the total cost of medical premium. This amount will be determined by the Department of Treasury each year.

The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee. Each employee's monthly contribution towards medical premiums shall be determined annually.

The employee's premium contribution will be payroll deducted twice monthly in equal amounts from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding.

All non-medical benefits described shall be fully employer (board) paid.

There shall be at least 2 different medical plans offered each year. The determination of which plans offered and by what carrier will be made by the insurance committee, comprised of both union leadership and district representation, by October 1 of each year. Members will have the option each year in November to select their desire plan for the year. Medical plan coverage will start in January and run through December.

The district will provide at no cost to members, additional insurance coverages. These benefits are available to all members regardless of medical coverage. The other insurance benefits are to include the following:

1. Life Insurance - $10,000
2. Dental Insurance – minimum coverage of 80% and annual max of $1200
3. Vision Insurance – minimum coverage of glasses ($130 frame allowance) or contacts ($110 allowance)
4. Long Term Disability Insurance – coverage of 60% of monthly salary with a maximum of $2,000 per month

D. The Board shall provide a cash option in lieu of health benefits for those full time teachers not selecting a health insurance benefit. The cash amount shall be $300.00 per month. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied by the bargaining unit member to a MEA Financial Services Tax-Deferred Annuity or a MESSA tax exempt variable option. The program will become effective 9-24-97. All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

D. Less than full-time employees shall receive benefits on a pro rata basis in accordance with the formula found in Article 17, Section A.

ARTICLE 18

GRIEVANCE PROCEDURE

A. Definition

A claim by a teacher or the Association that there has been a violation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided. Any dispute involving a prohibited subject of bargaining is excluded from the grievance procedure.

B. Presentation

At any stage of the Grievance Procedure, a teacher is entitled to have Association representation present.

Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, providing that the Association has been given opportunity to be present at such adjustment. However, only the Association has the authority to carry a grievance to Step Four of the Grievance Procedure.

C. Time Limits

1. The number of days indicated at each step of the Grievance Procedure should be considered as maximum, and every effort should be made to expedite the process.

2. Failure at any step of the Grievance Procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.

3. Failure to present a grievance within the time specified shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal.

4. Time limits may be extended in any specific instance by mutual agreement, in writing.

5. Working days shall be defined as days when the district central office is open.

D. Procedure

In handling and processing of a grievance, the following procedure shall apply:

Step One

Within ten (10) working days of the time a grievance occurs, the teacher, with or without Association representation, will present the grievance to the immediate administrator with the

objective of resolving the matter informally. Within three (3) working days after presentation of the grievance, the administrator shall respond to the employee. In order to be considered a grievance discussion, the employee and/or Association Representative must so advise the administrator during the meeting.

A grievance may be filed at Step Three if it affects personnel in more than one school building.

Step Two

If the Grievance is not resolved at Step One, the teacher must within five (5) working days of receipt of the administrator's answer, submit to the administrator a signed, written "Statement of Grievance". The "Statement of Grievance" shall identify all the provisions of the Agreement alleged to be violated by appropriate reference and shall indicate the relief requested. The administrator shall give the teacher or the Association an answer, in writing, no later than five (5) working days after receipt of the written grievance.

Step Three

If the grievance is not resolved at Step Two, the teacher must submit the grievance within five (5) working days to the Superintendent of Schools. Within ten (10) days of receipt of such grievance
the Superintendent and/or designee shall meet with a representative of the Association and the aggrieved to discuss the issue. A written answer shall be given to the Association representative within five (5) working days after such meeting.

Step Four

If the grievance is not settled at the preceding step, it may be submitted for binding arbitration.

Within fifteen (15) calendar days of the receipt of the Superintendent's answer, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will meet within ten (10) working days to select an arbitrator according to the following procedure:

1. Arbitrators shall be selected through the American Arbitrators Association. The AAA will provide a list of available arbitrators to each party upon declaration of arbitration.

2. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.

3. The parties will alternate the initiation of the elimination process with each successive grievance.

Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

The fees and expense of the arbitrator shall be shared equally by the Association and the Board. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Should either the Board or the Association wish to terminate the use of the pre-selected panel arrangement for selection of the grievance arbitrators, the party wishing to terminate the panel shall give six (6) months' notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

E. Powers of the Arbitrator

It shall be the function of the arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. The arbitrator shall have no power to establish or alter salary schedules.

3. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

F. Miscellaneous

1. No grievance shall be filed for or by any employee after the effective date of their resignation, except in cases of severance benefits.

2. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.

3. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

4. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.

5. Two or more grievances on the same subject may be handled by the Board as one grievance. When such a situation occurs, the Association shall be notified and the answer directed to the Association President.

ARTICLE 18 (Continued)

6. If any teacher has a grievance regarding any condition of employment covered by the Michigan Tenure Act, such grievance shall be dealt with exclusively through the provisions of said Act and the established procedures thereof.

7. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

8. The Association is prohibited from processing a grievance on behalf of a teacher without the teacher's consent.

ARTICLE 19

NEGOTIATION PROCEDURES

A. At least ninety (90) calendar days prior to the expiration of the Agreement, the Association and the Board will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

B. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representative of the other party and each party may select its representative from within or outside the school district. While no final Agreement shall be executed without ratification by the Association as well as the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations.

C. There shall be three (3) signed copies, for the purpose of record, of the final Agreement, one retained by the Board, one by the Superintendent, and one by the Association.

ARTICLE 20

SPECIAL CONFERENCE

Representatives of the Board and the Association's bargaining committee will meet by request of either party for the purpose of reviewing the administration of the contract, and to resolve the problems that may arise. These meetings are not intended to bypass the Grievance Procedure. Each party will submit to the other, before the meeting, an agenda covering what they wish to discuss. All meetings between the parties will be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.

ARTICLE 21

MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms of the Agreement and any individual contract hereafter executed shall be expressly subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Copies of this Agreement shall be printed at the joint expense of the Board and the MEA and presented to all teachers now employed or hereafter employed by the Board.

F. Payday shall be at the close of each two (2) week period during the school year. Teachers will be paid in 26 equal pays starting with the last pay in August and commencing for the school year in the following August.

G. The Board of Education agrees to deduct monies for the tax-deferred annuities through the Michigan Retirement Investment Consortium. These companies include any of the core vendors outlined by MRIC. Current deductions that were established outside of the core vendors will be maintained through the duration of the member's employment.

H. It will be the responsibility of each newly hired staff member to provide Live Scan fingerprint results or pay for the service and provide documentation to the district. The district shall provide payment for, or reimburse bargaining unit members the cost of fingerprinting if additional or new requirements are set forth in the Michigan School Code. Be it understood that reimbursement costs shall not exceed the price the District pays to the service provider.

ARTICLE 22

COMMUNICABLE DISEASES

A. Communicable diseases shall be as defined by the Michigan Department of Public Health (1979 Admin. Code 325.9001). It is recognized that students with acute infectious communicable diseases will be excluded from school pursuant to rules promulgated by the Department of Public Health. It is further recognized that students with chronic or ongoing communicable diseases whose transmittal can be avoided by reasonable hygienic procedures and environmental management may, given individual circumstances of the case, not be excludable from school. Teachers shall be guided by the Board Policy and Administrative regulations covering communicable diseases.

B. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or by law, to attend school, all bargaining unit members potentially having contact with the student shall be notified in advance of the child's placement and/or return to school. The Board shall provide inservice instruction in hygienic practices and management to members coming into contact with students having such communicable diseases.

C. The Board of Education will distribute to each teacher copies of the Board policy and administrative rules pertaining to Communicable Disease. In addition, the Board will maintain an up-to-date Bloodborne Pathogens Exposure Control Plan (last revised February 1999). Staff will receive training and training updates in bloodborne pathogens, first aid, and CPR.

ARTICLE 23

MASTER/MENTOR TEACHER PROGRAM

A. Master/Mentor teacher is an experienced educator and, as part of his/her assignment has agreed to accept the role of providing professional support, instruction, and guidance to a beginning teacher/mentee, in the same or similar field of practice or certification.

B. A bargaining unit mentor - mentee assignment shall adhere to the following conditions:

1. Participation as a mentor shall be voluntary on a case by case basis.

2. Probationary teacher/mentor assignments shall be made by the administration.

3. Reasonable efforts will be made to establish probationary teacher/mentor matches in the same building and in the same or similar specialty or area of certification.

C. The mentor shall receive mentor training and participate in experiences which prepare him/her for his/her role and responsibilities. Such training will be a district expense.

D. In addition to the probationary teacher's responsibilities under the school calendar, the probationary teacher is responsible to attend at least fifteen (15) days of professional development during the first three years of their probationary period.

ARTICLE 24

SCHOOL IMPROVEMENT PLANS

A. The Board, administration, teachers and association recognize the necessity of maintaining ongoing district-wide and building level school improvement plans and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.

B. The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

C. It is understood that school improvement committee work will take place during professional development days or hours and in accordance with the guidelines of Article 6.H. Additional school improvement work beyond professional development hours will be voluntary and will be compensated as per Schedule B or release time provided. It is the intent of the district that building school improvement teams and the district school improvement team will continue to evolve as the major decision-making bodies for program improvement, common direction, site-based decision making, and school/community collaboration. Teacher participation and leadership in this process is essential.

ARTICLE 25

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall continue in effect until June 30, 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

MONTABELLA EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

By _____
Negotiation Chairperson

Date 10/23/24

MONTABELLA BOARD OF EDUCATION

By _____
President

By _____
Secretary

By _____
Superintendent

Date 6/17/24

SALARY SCHEDULE A

2024 – 2025: steps, 4% increase and an additional 2% retention bonus to be paid in two installments at the end of December 2024 (1%) and at the end of June 2025 (1%). Members must have completed their work assignment for the entire semester to be eligible for each semester bonus. Retention bonus will be paid in a separate check from regular payroll.

2025-2026: steps, 2% increase and an additional 1% retention bonus to be paid in two installments at the end of December 2025 (0.5%) and at the end of June 2026 (0.5%). Members must have completed their work assignment for the entire semester to be eligible for each semester bonus. Retention bonus will be paid in a separate check from regular payroll.

2026-2027: steps and a 2% increase

2024 – 2025

	BA	MA	MA+15
1	42138	44993	49993
2	44574	47909	52073
3	46661	53324	54165
4	48741	55406	56239
5	50826	57487	58645
6	52907	59572	60404
7	54988	61654	62488
8	57072	63667	64570
9	59154	65823	66653
10	61237	67904	68739
11	63319	69984	70817
11.5	64025	70673	71504
12	64730	71362	72191
12.5	66164	72797	73396
13	67599	74232	74601
14	68747	75379	75634
15	69148	75781	76208
16	69550	76183	76782
17	69952	76584	77356
18	70526	77158	78044
19	71100	77732	78733
20	71673	78306	79421
21	72419	79052	80167

2025 – 2026

	BA	MA	MA+15
1	42980	45893	50993
2	45466	48867	53115
3	47594	54391	55249
4	49716	56514	57364
5	51842	58636	59818
6	53966	60764	61612
7	56088	62887	63738
8	58214	64940	65862
9	60338	67139	67986
10	62462	69262	70114
11	64586	71384	72234
12	66024	72790	73635
12.5	67487	74253	74864
13	68951	75716	76093
13.5	69536	76302	76620
14	70122	76887	77147
15	70531	77297	77732
16	70941	77706	78317
17	71351	78116	78903
18	71936	78701	79605
19	72522	79287	80307
20	73107	79872	81010
21	73868	80633	81770

2026 – 2027

	BA	MA	MA+15
1	43840	46811	52013
2	46375	49845	54177
3	48546	55478	56354
4	50710	57644	58511
5	52879	59809	61014
6	55045	61979	62845
7	57210	64145	65013
8	59378	66239	67179
9	61544	68482	69346
10	63711	70648	71516
11	65877	72811	73678
12	67345	74245	75108
13	70330	77231	77615
13.5	70927	77828	78152
14	71524	78425	78690
14.5	71733	78634	78988
15	71942	78843	79287
16	72360	79260	79884
17	72778	79678	80481
18	73375	80275	81197
19	73972	80872	81914
20	74569	81469	82630
21	75345	82245	83406
22	76121	83021	84182

SCHEDULE B

ADDITIONAL COMPENSATION FOR EXTRA DUTIES

Positions will be assigned by supplemental contract without tenure. Percentage remuneration shall be based on Bachelor's Degree level salary schedule with a maximum of step 15 and based on experience within that particular sport or activity. Experience will be represented in the starting step. Two individuals can choose to split one position upon written agreement between both parties. Changes are effective starting the 2019-2020 school year, if changes result in a reduction of pay for current advisor/coach they will be grandfathered in at the 2018-2019 amount until the position is vacated.

Schedule B-1 Activities/Academics

TITLE OF POSITION		SET AMOUNT
Band Director:	ONE PERSON	$ 5000
Class Advisor (12)		$ 200
(11)		$ 300
(9-10)		$ 100
Dramatics –per play (max of 2 per year)		$ 1000
Dramatics – Middle School Play Advisor		$ 727
MSAC		$ 598
MTSS team member/school improvement member		$ 600
MTSS Behavior Coach (in addition to the MTSS team stipend)		$ 400
MTSS Behavior Coach (in addition to the MTSS team stipend)		$ 400
National Honor Society		$ 598
SADD		$ 598
Senior Project Coordinator		$ 598
Spanish Club		$ 598
Special Olympics		$ 485
Student Council -	HIGH SCHOOL	$ 1000
	Middle Schools	$ 400
Teacher Mentoring		$ 215
Yearbook (including yearbook photography) as class		$ 1000
Taught outside of class time		$ 2500
Elementary School		$ 598
Teacher Extra Duty (FAPE, homebound, summer school, tutoring)–Per Hour		$ 30
School improvement not done on PD Days/Hours Article 29. C – Per Day		$ 75

Schedule B-2 Athletics

TITLE OF POSITION	PERCENTAGE	SET AMOUNT
Baseball: Varsity	10%	
Junior Varsity	7%	
Basketball: (Boys or Girls)		
Varsity	10%	
Junior Varsity	7%	
Freshman	5%	
Middle School - (for 2 teams)		$1800
Cheerleading: High School (3.5% per season)	7%	
Junior Varsity	5%	
If the Coach holds practice at the same time:	9%	
MS sideline cheer		$600
Cross Country	7%	
Middle School		$1500
Football: Varsity - Head	10%	
Assistant Varsity	7%	
Second Assistant	3%	
Junior Varsity - Head	7%	
Assistant	5%	
Middle School – Head		$1600
Middle School – Assistant		$700
Girls Softball: Varsity	10%	
Junior Varsity*	7%	
Golf (boys or Girls): Varsity	5%	
Junior Varsity	3%	
Pompon	3.5%	
Track:		
Head Coach (Boys or Girls)	6%	
If the Coach holds boys and girls practice at the same time:	10%	
Assistant	3%	
Middle School		
Boys		$1500
Girls		$1500
1 Team (Boys and Girls)		$2100
Assistant		$600
Volleyball: Varsity	10%	
Junior Varsity	7%	
Freshman	4%	
Middle School (for 2 teams)		$1800
Wrestling: Varsity	10%	
Junior Varsity	6%	
Middle School		$1500
Scorekeeper - Per contest		$ 15
Timer - Per contest		$ 15
Scorekeeper/Timers – all day tournament		$ 70