

MASTER AGREEMENT

between the

Mt. Morris Education Association

and the

Mt. Morris Board of Education



2024-25/2025-26/2026-27

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This Agreement entered into this 1st day of September 2024 by and between the Mt. Morris Education Association, a voluntary corporation association or a Michigan Corporation, hereinafter called the "Association" affiliated with the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA" and the school district of the Mt. Morris Consolidated School District No. 3 Fractional, Genesee County, the City of Mt. Morris, Michigan hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Mt. Morris Consolidated School District No. 3 Fractional, Genesee County, Michigan, is their mutual aim, and

WHEREAS the parties have a mutual obligation, pursuant to Act 379 of the MICHIGAN PUBLIC ACTS OF 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment of Board personnel represented by the Association, such personnel being fully described in Article I hereof, and

WHEREAS the parties, following extended and deliberate negotiations, have reached certain understanding, which they desire to memorialize.

IN CONSIDERATION OF the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I
RECOGNITION**

The Board hereby recognizes the MMEA/MEA and NEA as the sole and exclusive bargaining representative for all certified classroom teachers or professional personnel related to classroom instruction under contract, on layoff, or leave of absence, including counselors, speech therapists, social workers, librarians, psychologists, staff assistants, special education teachers and/or consultants. This excludes all administrative or supervisory personnel, directors, program coordinators, all those working in adult, continuing, or community education or Indian Affairs, substitutes not covered above and any other personnel engaged fifty percent of the time in the direct administration and supervision of professional personnel. The term "Teacher", when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of the Agreement.

**ARTICLE II
ASSOCIATION AND TEACHER RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every employee in the unit shall have the right to freely organize, join, and support the Association for the purpose

of engaging in collective bargaining or negotiation and other concerted activities for governmental power under color of law of the State of Michigan or to not join and support the Association. The Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment. Similarly, the Association shall not discriminate against bargaining unit employees based on their membership or non-membership in the Association.

- B. Unless explicitly restricted herein, nothing contained herein shall be construed to deny or restrict any Board rights granted by the Michigan General School Laws or other applicable laws and regulations. Nothing contained herein shall be construed to deny or to restrict any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge heretofore. No charge shall be made for use of school rooms before the commencement of the school day or until 6:00 p.m.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations.
- E. The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for reasonable costs of all materials and supplies incident to such use.
- F. The Association shall have the right to post notices of activities and matters of Association concern in each school building. Email, instant messenger, and a teacher bulletin board may be used during non-instructional time for this purpose provided such use complies with applicable Board policies. The Association may use the District mail service and teacher mailboxes for communication to teachers.
- G. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District including, but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including County Allocation Board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background and such other information as will assist the

Association in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

- H. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, age, sex, marital status, or national origin.
- I. The rights granted herein to the Association shall not be granted nor extended to any competing labor organization.
- J. The Board shall place on its agenda for consideration under "New Business" matters brought for its consideration by the Association, so long as these matters are known to the Superintendent's office at least the Thursday morning prior to the next Board meeting.

ARTICLE III RIGHTS OF THE BOARD

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

ARTICLE IV PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, or charitable donations. The City of Flint income tax shall be deducted from those persons who live in Flint and work for this school district.
- B. The District will implement an IRS compliant 403(b) Plan effective January 1, 2009. The Third-Party Administrator (TPA) shall be MEA Financial Services. This program shall include an IRS compliant Plan Document administered by MEA Financial Services. The cost for the plan administration shall be paid by the District. All members shall be eligible to participate in the Plan through a Salary Reduction Agreement. The District agrees to remit the members' plan contributions to MEA Financial Services in a timely manner and no later than 15 business days after the end of the month in which such amounts would otherwise have been paid. The Plan shall provide for investment options, transfers, exchanges, catch-up contributions, Roth 403(b) contributions, loans and hardship withdrawals under IRS guide lines.

Members shall receive annual notice of their right to participate in the Plan. Upon employment, the District shall make available, upon request, a list of approved 403(b) vendors and general directions that must be followed to receive this benefit. It will be the responsibility of the member to select a vendor(s) and fill out the appropriate forms for that vendor(s).

UNION SECURITY AND DEDUCTION OF ASSOCIATION FEES

- A. Bargaining unit members have the right to become or remain a member of, or refrain from becoming or remaining a member of, the Association without interference, coercion, restraint from the Board or the Association. Pursuant to *Janus v AFSCME, Council 31*, __ US __; 138 S Ct 2448 (2018), the Board shall not discipline, discharge, or otherwise discriminate against any employee because of the employee's election regarding membership in, affiliation with, or financial support of the Association.
- B. During the term of this Agreement, the District will deduct current Association Membership dues from the pay of each employee in the bargaining unit who gives authorization and is a member of the Association at the time this Agreement becomes effective, or Association initiation fees and current Association membership dues from the pay of each employee in the bargaining unit who becomes a member of the Association after this Agreement becomes effective, provided that the time of such deduction, the District has an appropriately completed outstanding written authorization from the employee.
- C. Deductions under each properly executed authorization shall become effective with the last pay period of the month after the month in which the authorization is received by the District, and shall be made from the last pay period of each month thereafter for the months during which the employee is assigned to work. The amounts to be deducted shall be certified to the District by the Association. The aggregate deductions for Association dues of all employees authorizing the same shall be remitted to the Association. All remittances shall be made within ten (10) days after the deductions are made. An itemized statement of all deductions for dues shall be furnished to the Association with each remittance.
- D. The District will deduct in any month only the Association membership dues becoming due in such month.
- E. Payroll deduction authorizations shall be revocable at any time, but only by signed authorization from the employee. The District shall notify the Association in writing of any revocation following the end of the month in which the revocation occurred.
- F. In the event of any legal action against the District, its Board of Education, individual Board members, both past and present, or executive and administrative employees, both past and present brought in a court or administrative agency because of its compliance with this Article, the

Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The District gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires;
- b. The District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels; and
- c. The Association shall have complete authority to compromise and settle all claims which it defends under this Article.

The Association agrees that in any action so defended, it will defend and hold harmless the District, its Board of Education, individual Board members, both past and present, or executive and administrative employees, both past and present from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the District's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE V SCHOOL CALENDAR

2024-25

See Appendix B

Act of God/cause beyond the control of the Board days shall be made up as needed to meet the minimum number of instructional days required by law. If it becomes necessary to schedule additional school days, they shall be added to the end of the school year and the final records day for teachers shall immediately follow. Teachers shall receive only their contracted pay in regard to Act of God/cause beyond the control of the Board make-up days.

Reduced Days (formerly Early Release Days) will occur every other Wednesday, for up to 14 Reduced Days. Reduced Days are for the purpose of PLCs. Dismissal times for Reduced Days (RD) are:

HS Reduced Day Dismissal – 12:10 p.m.

MS Reduced Day Dismissal – 12:20 p.m.

Elementary Reduced Day Dismissal – Pinehurst: 1:50 p.m.; Moore: 1:37 p.m.; Montague: 1:30 p.m.

A. Parent-Teacher Conferences

Both the Association and the Administration recognize that parent-teacher conferences should be scheduled at such times as to assure optimum attendance and accommodate the parents we serve. In pursuit of the goal of optimum attendance, it is agreed that it is desirable to schedule a majority of the conference time during evening hours to provide for parents who cannot attend during the work day. Although each building might have slightly different time schedules, the following guidelines will be maintained:

- Seven (7) hours of conference time will be scheduled in both the fall and spring semesters for K-12th grade.
- No more than six (6) hours of conference time will be scheduled on any given day.
- Two (3) hour blocks of evenings conferences and one (1) hour of afternoon conferences will be scheduled. On this afternoon, the lunch break should be no less than 45 minutes after dismissal, and conference time ends at the conclusion of the regular work day.

The Association and the Administration respect the right of teachers to have input into the scheduling of their work day during parent-teacher conferences and therefore, agree to the following:

- a. The conference schedule for their respective building will be determined by majority vote for the members of the Association and one (1) administrator assigned to that building.
 - b. The voting will be conducted in each building after open discussion of the schedule options at the opening day staff meeting. Fall, and spring, conference schedules will be determined at this time.
 - c. Consistent voting procedures will be followed in each building.
 - d. Teachers who have valid extenuating circumstances which prevent them from adhering to the adopted schedule shall bring this to the immediate attention of the building Principal for disposition of the matter. In the event the Principal validates the need to revise the individual teacher's conference schedule, a separate seven (7) hour conference schedule may be developed. In the event the Principal rejects the request, the teacher may appeal the decision to the Superintendent. If the matter is therein not resolved, it would then become a proper matter for the grievance procedure.
- B. It is understood that in-service days may be used on an individual basis for alternate professional development. Plans for use of these days shall be submitted to the building principal one (1)

week in advance. Inservice days may also be used for departmental meetings on building/district levels.

ARTICLE VI NEGOTIATION PROCEDURES

- A. Representatives of the Board and the Association's bargaining committee may meet on the last school day Tuesday of each month 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. Either party shall request such a meeting when they deem it necessary.

The requesting party will submit to the other, on or before Friday prior to 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.

Should such a meeting result in a mutually acceptable amendment of the agreement, then the amendment shall be subject to ratification by the Board and the Association, provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

- B. Prior to May 1 and in no event prior to March 1 (except by written agreement of the parties), the parties shall initiate negotiations for the purpose of entering into a successor agreement. Release time shall be provided the Association's negotiating committee to permit the parties to alternately meet both during and after regular school hours. However, the Board shall only be obligated to provide release time to five (5) teachers for the purpose of negotiations. The Board shall not make MPERS contributions on wages paid for Association release time unless the affected teacher(s) agree to promptly reimburse the Board for such costs.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

There shall be three signed copies of the final agreement for the purpose of record. One retained by the Board, one by the Association, and one by the Superintendent.

**ARTICLE VII
COMPENSATION AND EXPENSES**

- A. The basic salaries of teachers covered by the Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated period.
- B. New teachers hired into the school system may be given credit for outside experience in any public, private or parochial school at the discretion of the Superintendent. Credit will be given for up to two (2) years for military service or Peace Corps service.
- C. Each teacher shall be paid according to the following pay dates, with a choice of 21/22 or 26/27 pays, depending on the year. Notice of such choice shall be made by the first Friday in May. Once the choice is made, it may not be changed until the following year.

PAY PERIODS

See Appendix C

- A. The teacher schedule is based upon the regular calendar as set forth in Article V and the normal teaching assignments as defined in this Agreement. For classroom assignments in excess of the regular calendar and the normal teaching load, teachers will be compensated at the rate of 1/6 of their salary.
- B. Any teacher who substitutes for another teacher during his/her planning hour shall be paid at the rate of forty (\$40) dollars per period.
- C. Elementary teachers who lose their twenty-five (25) minute specials time will be prorated at the rate of forty (\$40) dollars per hour.
- D. Teachers involved in voluntary extra-duty assignments as set forth in Schedule B, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.

- E. Teachers who are authorized to use their own automobiles in pursuance of assigned school duty, shall be reimbursed at the IRS allowable rate. All claims for reimbursement shall be made only upon forms provided by the Board.
- F. In recognition of service to the school district a terminal leave payment of \$200.00 for each year of service in the district will be paid to the teacher upon voluntary termination of employment with the district provided he/she has been employed by the district for at least ten (10) years. In the event of the death of this teacher, his/her beneficiaries shall receive this terminal leave payment.
- G. A minimum of one (1) year technical experience may be granted at the time of initial employment if it is directly associated in the technical areas of a vocational program of the employee. This experience must be necessary to qualify him/her for certification.
- H. All paychecks will be electronically deposited in the financial institution of the teacher's choice. Employees will have access electronically to their pay records on Mt. Morris Schools website. They will have the ability to print copies of pay records at the worksite with the district's equipment.
- I. A teacher shall receive an annual longevity payment according to the following schedule and shall continue until retirement or resignation:

At the beginning of the 10 th year	\$1,650
At the beginning of the 13 th year	\$1,750
At the beginning of the 16 th year	\$1,850
At the beginning of the 19 th year	\$1,950
At the beginning of the 22 nd year	\$2,050
At the beginning of the 25 th year	\$2,150

Longevity payment will be made through a separate electronic deposit in the first pay of the year.

Employees must work nine (9) years in the district to qualify. Upon the request to retire, at no later than the first Board meeting in June, the eligible retiree's longevity pay will be included as part of his/her severance payment.

J. Beginning with the 2008-09 school year, by the third Friday in May of each school year, a teacher must choose one of the following options with regard to any unused compensatory time:

1. Payment at the rate of \$40 per hour in June of the same school year, or
2. conversion to sick days at the end of the same school year.

Any extra time earned between the third Friday in May and the end of the school year will be paid at the \$40 per hour rate or rolled into the employee's personal sick time bank.

ARTICLE VIII TEACHING HOURS AND ASSIGNMENTS

- A. Teachers shall be in their respective buildings for seven and one-half (7½) hours. Teachers shall be allowed to leave their buildings during the lunch period with prior notice to the building office.
- B. All teachers shall be entitled to a duty free, uninterrupted lunch period of not less than thirty (30) minutes. The thirty minutes does not include the time needed to escort students to the lunch room. The difference in time between the student lunch period and the teacher lunch period will not be used for teachers supervising lunch room or playgrounds.
- C. Each teacher in the system shall be allowed unassigned preparation time in each regular school day. It is intended that preparation time is not to be used for teachers' meetings or conference times without the consent of the teacher, unless deemed absolutely essential or of an emergency nature.
- D.
- a. Middle school and senior high school teachers will not be assigned without their consent to more than seven (7) preparations per year. Teachers in the senior high will have five (5) assigned periods and one (1) unassigned preparation period per day.
 - b. K-5 elementary specials time will be 25 consecutive minutes per day (125 per week total). It is understood that this is unassigned time; however, in the event that a teacher must sub during this time, the teacher will be compensated at the curriculum rate. K-5 elementary teacher preparatory time will be 40 minutes before school.

- c. K-5 elementary teacher preparatory time will also include 15 minutes of duty-free time scheduled as recess, except on Reduced Days.
 - d. All K-5 elementary teachers will have equal opportunity to volunteer for recess duty at the rate of the established curriculum rate. Recess duties will be divided equally among volunteers. If there are no volunteers, the duty will be divided equally among all eligible teachers at the curriculum pay rate prorated for the time allotted at recess.
 - e. All buildings will have 12-14 Reduced dates which will consist of one or two PLC meeting per month. For secondary buildings, there will be one after-school staff meeting for months when there are no PLCs. If the staff meeting lasts more than 45 minutes beyond contractual time, compensation will be given per the Master Agreement. Meetings will be scheduled only if there is a need.
 - f. All teachers will have preparatory periods of at least 40 continuous minutes.
- E. All staff members will attend all meetings called by the administration. Except in emergencies, meetings will be announced twenty-four (24) hours in advance. In the event that a meeting runs beyond the normal teacher work day, the administration shall provide an equivalent amount of release time within five (5) work days, as mutually agreed, or sub pay, at the teacher's option. The provisions in this Article also apply to administratively approved parent conferences and IEPCs. Meetings scheduled after school shall begin no later than the end of the teacher work day. Meetings before school shall begin no earlier than one-half (½) hour before teachers normally start work.

It is recognized that teachers may be required to attend at least one P.T.O. or similar type evening meeting during the school year. The administration agrees to provide compensatory release time as soon as practical prior to or following such meetings.

- F. Teachers who teach in two (2) different buildings will be provided reasonable and sufficient travel time.

ARTICLE IX TEACHER PLACEMENT

- A. Decisions regarding the placement and/or assignment of teachers shall be made on the basis of the best interest of the District as well as the certification, experience, and performance for each respective teacher.

- a. Length of service or tenure shall not be used as the sole factor for decisions regarding placement and/or assignment of teachers. Length of service or tenure may be used as a tiebreaker if a decision regarding placement and/or assignment of teachers involves two (2) or more employees and all other factors distinguishing those employees from each other are equal.
 - b. Qualifications shall be defined to include, but not be limited to, an individual's: areas of certification, level of degree attained, type of degree attained (major, minor, or area(s) of focus), relevant previous experience, grade level of relevant experience, relevant classes or training, previous ratings, effectiveness and overall performance as a teacher, previous disciplinary history, or any further factors stated in these regulations which places conditions upon the placement and/or assignment of teachers.
 - c. The Superintendent or designee shall determine teacher placement based on qualifications (as defined by the District, which shall include but not be limited to state and federal requirements such as certification, Highly Qualified requirements, endorsements, etc.), the academic needs and best interest of District students, and the District's educational program. Teacher preference(s) may also be considered. At all times, the District shall strive to place the most effective and qualified teachers in assignments aligned with student and District needs.
- B. For purposes of this administrative regulation, "placement" shall mean and include the filling of vacancies, voluntary and involuntary transfers, job sharing, and any decision which results in the placement of a teacher in an assignment deemed by the District to be a teaching assignment; "vacancy" shall mean and include any unoccupied position to be filled by the Board, after all other positions have been filled by District assignments, transfers, or recalls, in the manner and to the extent determined by the District as appropriate.
- C. For purposes of this Article, "teacher" includes individuals whose employment is regulated by the Tenure Act, including certain school administrators (individuals with teaching certificates as defined by the Teacher Certification Code), who are assigned to positions within the District for which the Michigan Department of Education (MDE) requires a teaching certificate. Individuals who do not possess teaching certificates but are serving a probationary period under the Tenure Act are also considered a "teacher" for purposes of this policy. Individuals who may possess a teaching certificate but are assigned to a position for which a certificate is not required, are not subject to this policy or its implementing regulations (e.g., school social workers, school psychologists, school nurses, occupational therapists, etc.).
- D. Insofar as possible, teachers will be assigned to teach in their area of specialization, and teachers' desires and opinions will be taken into consideration regarding changes in assignment in the

various grades, but all placement and assignment decisions are within the discretion of the District. All decisions pursuant thereto shall be final.

- E. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except in accordance with all state and federal laws and regulations regarding certification and qualification requirements.
- F. The District may amend, revise or set additional qualifications, certifications or endorsements for open/vacant positions as they become open/vacant.
- G. All teachers shall be given written notice of their tentative schedule for the forthcoming year as soon as practicable. Teachers affected by assignment changes after the start of the school year, shall be notified as soon as practicable. Nothing in this section shall limit the District's authority to make changes in assignments at any time.
 - a. The School District will determine the number of positions needed for each school year.
 - b. The School District will determine the qualifications/certifications for each position, in compliance with relevant law.
- H. Requests for transfer for the ensuing school year must be made in writing to the Department of Human Resources.
 - a. A classroom teacher may apply for a transfer to another classroom position for which he/she is properly certificated and qualified.
 - b. In no event shall this Article be applied in such a manner that a teacher who has been rated as Needing Support on his/her most recent Year-End Performance Evaluation is reassigned over a teacher who is evaluated as Developing or Effective.
- I. When it is determined that an involuntary transfer of a teacher is in the best interest of the District the teacher shall be notified as soon as possible and may upon request be given the reasons for said transfer.
- J. Any teacher who has been involuntarily transferred will be given consideration for return to the position from which he/she was involuntarily transferred when it becomes vacant, subject to the following:
 - a. The involuntary transfer was not for disciplinary reasons.

- b. The teacher must have been rated as Effective or Highly Effective in the position he/she was involuntarily transferred from for the school year directly preceding the involuntary transfer.
 - c. A written request to return to the position from which the involuntary transfer was made was filed with the Human Resources office.
 - d. All required certification and qualifications for that position have been maintained.
- K. A teacher returning from a leave of absence shall be offered a position commensurate with his/her training, experience and certification. A specific position in a specific school cannot be guaranteed on return from a leave of absence, but reasonable effort shall be made to return the teacher to his/her original position.
- L. When the leave of absence expires during a school year, every effort shall be made to place the teacher in an appropriate position as soon as such a position is available. Such teachers shall be offered a position following a leave of absence not later than the beginning of the next following school year.
- M. The School District is not required to involuntarily transfer a tenure teacher to create a vacancy for a probationary teacher.
- N. The School District is not required to place a teacher in a subject not taught for the last 5 years.
- O. The School district may assign teachers to multiple departments, consistent with certification.
- P. Assignments of teachers are within the sole discretion of administration. However, administration may use criteria to place teachers in what it deems is in the best interests of students. Criteria that may, but is not required to be used is as follows:
- a. Prior work history, including evaluation
 - b. The recency by which a teacher taught the subject area or grade level;
 - c. Whether the teacher was previously on an individualized development plan (“IDP”) in the previous school year or the last time the teacher taught the subject area or grade level;
 - d. The teacher’s discipline history;
 - e. The teacher’s attendance history, excluding absences allowed pursuant to state or federal law;

- f. Relevant and specialized training; and
- g. Significant, relevant accomplishments and contributions to the School District.
- h. In the event of a tie in the above criteria, names will be submitted in a randomizer to break the tie.

ARTICLE X TEACHING CONDITIONS

- A. Student monies will be handled by the building administrator or his/her designee and not the classroom teacher unless it is mutually agreed to by both parties.
- B. The teacher shall be allowed to arrange his/her room to suit his/her teaching needs and proper custodial services shall be maintained. Janitorial work will not disrupt nor interfere with normal classroom activity.
- C. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States.

Whenever changes are made in a course of study, the Board will adopt such change when all the teaching materials required to implement such change are available. No curriculum shall be implemented in a given program until sufficient textbooks and basic needs have been placed on order from the supplier in ample time for the use of same, and are in school ready for use.

It is understood that the Board agrees at all times to keep the school reasonably and properly equipped and maintained. Reasonable supplementary aids should be supplied to aid the transfer of thought and transition of work from the old to the next text or course of study, and the teachers involved shall be required to participate in an in-service training program before implementing new materials.

- D. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance.
- E. The Board shall provide:

- a. A separate desk and computer for each teacher in the district with a lockable drawer space.
 - b. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 - c. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
 - d. Adequate storage space in each classroom for instructional materials.
 - e. Adequate computer access, paper, pencils, pens, erasers and other such materials required in daily teaching responsibility.
- F. There shall be a controlled stockroom available to teachers at the secondary level. The teachers shall be able to order additional supplies during the school year as deemed necessary.
- G. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge. Provision for such facilities will be made in all future buildings.
- H. In schools where continuous cafeteria service is not available for teachers' use, the teachers, with the prior consent of the Board as to placement, may arrange for the installation of vending machines for beverages. The installation, operation, control and maintenance of the machines shall be the responsibility of the teachers, and all proceeds therefrom shall be used in such manner as the teachers shall determine.
- I. Adequate off-street parking facilities shall be provided and properly maintained and identified exclusively for teacher use.
- J. Teachers shall not be required to work under unsafe or hazardous conditions nor to perform tasks which endanger their health, safety or well-being.
- K. Combination classes will be instituted to reduce overall class size; however, there will be no combination of kindergarten classes with any other grade level. Teachers shall be consulted as to the students to be enrolled in combination classes. Combination classes will not exceed twenty-four (24) students; however, only two (2) grade levels shall be in any combination class. Mainstreaming will be avoided in combination classes.
- L. At the elementary level, mainstreamed students who are placed in the general education self-contained classrooms 50% or more of the time shall be included in the class size count.

Teachers of self-contained K-5 general education classrooms will be compensated when three (3) or more students receiving 75% or more of their education in a self-contained special education classroom are mainstreamed and assigned to the class.

In grades 6-12 general education classrooms, effort shall be made not to exceed special education legal limit. If the number of special education students in grades 6-12 general education classrooms does exceed thirteen (13), teachers will be compensated.

Lab activity class size shall be limited to the number of stations available.

Paraprofessionals will be furnished to qualified classrooms by the fifth (5th) student session day of each semester. Adjustments will be made beyond these days in the event of changes to the teacher's class or enrollment.

The Board agrees that it shall maintain the following teacher – pupil ratios:

- The kindergarten class size ratio will be targeted to 25:1. If class size numbers exceed 25:1, the teacher may choose one of the listed compensation options. Maximum class size will not exceed 30.
- In grades 1-3, class size ratio will be targeted 28:1. If class size numbers exceed 28:1, the teacher may choose one of the listed compensation options. Maximum class size will not exceed 32.
- In grades 4-5, class size ratio will be targeted 30:1. If class size numbers exceed 30:1, the teacher may choose one of the listed compensation options. Maximum class size will not exceed 32.
- In grades 6-12, class size ratio will be targeted 31:1. If class size numbers exceed 31:1, the teacher may choose one of the listed compensation options. Maximum class size will not exceed 33.

Any teacher who receives an aide may have his/her class size raised to the maximum before excess students are assigned to another teacher.

1. Where class size exceeds the ratios above, the administration shall provide relief from at least one of the following options as chosen by the teacher:
 - a. Supply an aide for at least 50% of the time
 - b. Compensatory release time.
 - K-5 = One comp day each semester for each student over the limit
 - 6-12 = One comp day per student per hour per semester of each student over the limit
 - c. Pay at the rate of \$100 per student per semester for K-5 levels and \$30 per student per hour per semester for grades 6-12 when the student is “registered” for a majority of the semester.
 - d. Such other adjustments as may be mutually determined.

2. Inclusion classrooms may reach grade level class size maximums as defined, regardless of the number of teachers.
3. It is agreed that references to class size apply to the regular classroom. In performance and activity classes (i.e., music performing groups, physical education) for grades K-3, every effort will be made not to exceed classroom maximums, however, if maximum sizes are exceeded, compensation options become available. In performance and activity classes in grades 4-12, class size limits do not apply.
4. In grades 6-12, individual classes with multi-course levels shall be limited to twenty-eight (28) students.
5. The established dates for determining class size shall be the official membership date for the first semester and the 2nd week in February for second semester. Adjustments will be made beyond the established dates in the event of changes in the teacher's class or enrollment.

**ARTICLE XI
VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Extra duties enumerated in Schedule B are not obligatory, but shall be with the consent of the teacher. In the event of a vacancy in Schedule B, preferential treatment shall be extended to members of the bargaining unit. However, the position may be awarded to a candidate outside the bargaining unit if the outside candidate clearly has greater experience, competence or qualifications. In the event an inside candidate is not selected, he/she is entitled to a conference with the Superintendent to receive an explanation regarding the selection.
- B. Any teacher, who shall be transferred to an administrative or executive 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 transfer to supervisory or executive status.

**ARTICLE XII
TEACHER LAYOFF/RECALL**

This Article applies to personnel decisions for teachers, as defined in the Teachers' Tenure Act, involving 1) a staffing or program reduction or any other personnel determination resulting in the elimination of a position, 2) a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or 3) hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position.

- A. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof or recalled from a period of lay-off except under applicable state law.
- B. When it is determined by the Board of Education that it is necessary to conduct a staffing and/or program reduction or any other personnel determination that results in the elimination of a position, staffing decisions shall be based on retaining effective teachers.
 - a. Teacher effectiveness shall be based upon the year-end performance evaluation as conducted pursuant to the Administrative Regulation – Teacher Evaluation.
 - b. Reductions in staff or programs shall be processed after reviewing staff reassignments, both voluntary and involuntary, as well as returns from leave.
 - c. Whenever possible, notice of discontinuance of service shall be given to teachers affected by reductions in personnel and/or programs before the end of the school year preceding the year in which such discontinuance of service shall become effective.
 - d. Nothing in this administrative regulation precludes the District from making reductions in personnel or programs at any time.
 - e. During a layoff, the teacher laid off will maintain insurance benefits for the remainder of the month. On the 1st of the month, such teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits at his/her own expense. This section is contingent upon the approval by the respective insurance carrier.
- C. Personnel decisions under this Article, including layoff and recall, shall be made on the basis of the best interest of the District as well as the certification, qualifications, effectiveness of each respective teacher, and length of service as a tie breaker as herein defined:
 - a. Length of service or tenure shall not be the sole factor in personnel decisions under this Article, including layoff and recall. Length of service or tenure may be used as a tiebreaker if a decision regarding reduction in staff or recall of two (2) or more teachers and all other effectiveness factors distinguishing those teachers from each other are equal.
 - b. Certification shall be defined as that term is defined by state law and the Michigan Department of Education.
 - c. Qualifications shall be defined to include, but not be limited to, an individual's: areas of certification, level of degree attained, type of degree attained (major, minor, or area(s) of

focus), relevant previous experience, grade level of relevant experience, relevant classes or training, previous ratings, effectiveness and overall performance as a teacher, previous disciplinary history, or any further factors stated in these regulations which places conditions upon decisions regarding reduction in staff or recall.

In the event of a tie in length of service, names will be submitted in a randomizer to break the tie.

- d. Generally, reductions in staff will occur in the following order (“Lay-off Order”); however, other factors listed herein may be considered when teachers have the same evaluation rating:
 1. Teachers rated as Needing Support on their most recent Year-End Performance Evaluation.
 2. Teachers rated Developing on their most recent Year-End Performance Evaluation, provided there are qualified, certified teachers rated Effective to assume the remaining positions/assignments.
 3. Teachers rated Effective on their most recent Year-End Performance Evaluation, provided there are qualified, certified teachers rated Effective to assume the remaining positions/assignments.
- D. The Board of Education has the sole discretion to determine: 1) whether a vacancy exists and 2) the certification area, qualifications, and position in which the vacancy exists. The district is not required to involuntarily transfer a tenure teacher to create vacancy for a probationary teacher.
- E. A probationary teacher who is rated as Effective on his/her most recent annual year-end performance is not subject to being laid off by a teacher on continuing tenure solely because the other teacher has continuing tenure.
- F. A teacher on lay-off is precluded from applying for any leave of absence except the following:
 - a. A leave to honor the extension of an individual contract then in effect between the teacher and a K-12 Michigan Public School District,
 - b. A child care leave of absence, not to exceed one (1) year, provided the teacher applies for the leave within three (3) months of the birth of the child or acquisition of custody of a child.
- G. In no event shall this administrative regulation be applied in such a manner that a teacher who has been rated as Needing Support on his/her most recent Year-End Performance Evaluation is retained over a teacher who is evaluated as Developing after or Effective.

- H. In order to assure that pupils are taught by teachers working within areas for which they are highly qualified as defined by the Michigan Department of Education, teachers shall not be assigned, except in accordance with the regulations of the Michigan Department of Education to subjects and/or grades or other classes within the scope of their teaching certificates and/or their major or minor fields of study, or otherwise as permitted by law.

- I. Notwithstanding the requirements of Section (6) above, as a precondition of placement during a period of lay-off and/or recall, every teacher must possess the requisite certification and/or endorsement and qualifications as herein defined for the position for which she/he is assigned.
 - a. The teacher must have previously taught in the position in which she/he is being placed and if she/he has been evaluated in that position, the teacher must have received a Year- End Evaluation of Developing or higher.

 - b. It is the teacher's sole responsibility to maintain his/her certification and to promptly provide written documentation of the certification, endorsement, and/or qualification status to the Human Resources Department

- J. When it is determined by the Board of Education that it is necessary to conduct a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or in hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position the following procedures shall be followed:
 - a. Recall of all teachers shall be based on those who were rated effective recalled first, provided, however, that a teacher in order to be recalled, shall be certified and qualified as herein set forth to teach the specific area for which she/he is being recalled.

 - b. In order to be eligible for recall the teacher must:
 - 1. Have maintained a current address and telephone number with the Human Resources Department.

 - 2. Have notified the Human Resources Department in writing or by electronic mail of any extended periods of time (longer than 14 days) when they will be away from their current address and how they may be reached or be contacted while away.

 - 3. Have notified the Human Resources Department in writing or by electronic mail of intent to return to active employment for the following year, except that for laid off employees and employees on long-term medical leaves, it shall be presumed the employee wishes recall. If an employee does not comply with the above provisions, their return rights may be terminated for that year. If the employee does not comply for two (2) years, all return rights may be terminated.

4. Have notified the Human Resources Department in writing or by electronic mail of any changes, lapses, or expirations, or anticipated changes in certification, endorsements, majors, minors, and/or licenses. Such notice must be given by June 1st if the information is to be used in determining recall or return rights for the following school year. The District may ignore such information for the following school year if it is not provided by August 1st.
 5. Have the present necessary certification and qualifications as well as the present physical ability to assume the position/assignment at the time the recall offer is made. Teachers who do not possess the present physical ability to assume a vacant position/assignment shall continue to remain on lay-off subject to the conditions contained herein.
- c. The District, as it reinstates programs, shall post the positions as they are established listing the necessary certifications and qualifications.
 - d. In no event shall this Article be applied in such a manner that a teacher who has been rated Needing Support or Developing on his/her most recent Year-End Performance Evaluation shall be recalled before a teacher who is rated as Effective on his/her most recent Year-End Performance Evaluation.
- K. Notice of recall shall be sent by certified mail to the employee's last known address on file with the Human Resources Department. A copy of the recall notice shall be sent to the Association President.
 - L. Failure to accept an available position for which the employee is certified, state approved, licensed, and/or endorsed, or failure to notify the District of unavailability, may be considered a voluntary quit; and the Board may terminate its obligation to that employee. Notice of acceptance of assignment or notice of unavailability by the employee must be received by the District within ten (10) days of receipt of notice of recall or return.
 - M. Both tenured and probationary teachers shall possess recall rights for up to 2 years from the date of lay-off.
 - N. Tenure teachers on leaves of absence will be given notice of lay-off if they were scheduled to return to work but no position exists because of a lay-off. Such teachers shall be placed on the recall list and given notice of recall consistent with this Article.
 - O. A combined list of employees eligible for recall and return from a long-term absence shall be maintained by the Human Resources Department. A copy of this list shall be provided to the Association President upon written request within ten (10) days.

ARTICLE XIII
MASTER/MENTOR TEACHER PROGRAM

Teachers rated Effective on their most recent Year-End Performance Evaluation, provided they are qualified, certified teacher rated Highly Effective to assume the remaining positions/assignments.

A. Definitions

- a. Master Teacher Program (MTP) is defined as an organized program designed to support the orderly passage of the beginning teacher through the first three years he/she is in the classroom, pursuant to Section 1526 of the School Code of 1976. This process shall be supportive and instructive. It is important that the Administration and Association work together to achieve this end.
- b. Beginning teacher/mentee/probationary teacher is an individual who is in his/her first three years as a classroom teacher.
- c. Master/mentor teacher is an experienced educator.

B. Purpose

Each probationary teacher in his/her first three years in the classroom shall be assigned a mentor by the Administration. The mentor shall be available to provide professional support, instruction, and guidance to the probationary teacher. The purpose of the mentor is to provide the probationary teacher with a person who can offer assistance, resources, and information in a non-threatening and collegial fashion. The parties recognize that it is difficult for a new employee to become acclimated and meet the high standards required for the teaching profession and, therefore, pledge their mutual support of the mentor concept.

C. Mentor Selection

- a. The Mt. Morris School District shall maintain a pool of potential mentors. The Administration, mentors and mentees shall work together to make teacher/mentor matches.
- b. Participation as a mentor shall be voluntary.
- c. When bargaining unit members are involved, every effort will be made to establish matches in the same building with close proximity and in the same/similar specialty or area of certification.

D. Mentor Teacher Training

The mentor may receive mentor training and participate in experiences which prepare him/her for his/her role and responsibilities as a mentor, including, but not limited to professional development activities related to his/her area of specialization or certification so they maintain the currency and high level of expertise which their role requires. Such training will be a district expense.

E. Roles and Responsibilities of Mentors:

The roles and responsibilities of the mentor shall include, but not be limited to, the following:

- a. Provide the probationary teacher with professional support, instruction, guidance and growth opportunities.
- b. Demonstrate effective instruction and reflect on instructional practices with the probationary teacher.
- c. Meet regularly, approximately 30 minutes a week, with the probationary teacher to provide assistance in the following areas:
 1. Curriculum and instructional strategies
 2. Organizational skills
 3. Classroom organization and management techniques
 4. Diagnosing learner needs and differences
 5. Assessing the student progress, and
 6. School culture
- d. Attend a minimum of three (3) mentor/mentee professional development meetings per year. If a conflict arises with a mentor/mentee meeting, approval to miss the meeting and attend a make-up meeting, requires approval from central office. Depending on new hire date of the mentee and attendance of mentor/mentee meetings, stipend will be prorated.

F. Mentor and Mentee Release

A mentor/mentee may request that he/she be released from his/her mentor/mentee relationship and the request may be granted.

The parties will review this program annually and make recommendations, if any, for improvement.

G. Mentor Stipends

A stipend will be paid annually to participating teachers. Bargaining unit members who voluntarily mentor will be paid per mentee:

- a. First year probationary (mentee) teacher - \$800
- b. Second year probationary (mentee) teacher - \$600
- c. Third year probationary (mentee) teacher - \$400

Stipends will be prorated based on the hire date of the mentee.

ARTICLE XIV TEACHER EVALUATION

- A. The performance of all teachers, both probationary and tenured, shall receive a year-end evaluation.
- B. Anything contained within this Article notwithstanding, all evaluations of teachers shall be conducted pursuant to current state law.
- C. Evaluation of a teacher in relation to his/her assignment is a continuous process and shall be conducted by a qualified evaluator(s) as designated by the Superintendent (“Evaluator(s)”). Each Observation by the Evaluator(s) shall be made in person.
- D. Prior to the commencement of the evaluation process, those Evaluator(s) who will have responsibility for evaluating teachers shall schedule and hold a conference with the teachers scheduled to be evaluated for purposes of reviewing the evaluation process and procedures.
- E. At the end of the school year, each teacher shall be assigned a year-end performance evaluation rating (“Year-End Evaluation”) of one of the following:
 - a. Effective
 - b. Developing, or
 - c. Needing Support
- F. The Year-End Evaluation shall be completed using the Evaluation Tool and Form as collectively bargained, approved by the Board of Education and will be based upon an assessment of the following evaluation criteria (“Criteria”).
 - a. Individual performance shall be the majority factor in making the decision, and shall consist of, but is not limited to, all of the following:
 - b. Evidence of student growth. Twenty percent (20%) of the year-end evaluation must be based on student growth and assessment data or student learning objectives metrics as defined by MCL 380.1249(6)(a).

- c. The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.
 - d. The teacher's management of the classroom, manner and efficacy of disciplining pupils, rapport with parents and other teachers, and ability to withstand the strain of teaching.
 - e. The teacher's attendance and disciplinary record, if any.
 - f. Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance.
 - g. Relevant special training. This factor shall be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.
- G. Beginning in 2023-2024, Student Growth Assessment Data shall be weighted as a factor of the Year-End Evaluation according to the following percentages:
- a. 2024-2025 – 20%, and
 - b. Each subsequent school year – 20% or subject to law
 - c. In addition to the Criteria measuring effectiveness, the Year-End Evaluation for a probationary teacher shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan ("IDP")
- H. In addition to the Criteria measuring effectiveness, the Year-End Evaluation for a tenure teacher on an IDP will be based on multiple classroom observations (observations must be at least 15 minutes in duration and one observation may be unscheduled) and shall include an assessment of the teacher's progress in meeting the goals of his or her IDP.
- I. Teacher evaluations prepared by the Evaluator(s) shall not be limited to the observations of the classroom visitations/observations, but may also include all aspects of the teacher

as a professional staff member. Any observation of a teacher that is used in an evaluation shall be documented and provided to the teacher at the final conference.

- J. Lesson plans communicating objective(s), connection to standard(s) and other aspects of any lesson prior to being observed or following an observation, if requested, must be submitted to the Evaluator(s) within one day of request.
- K. The observation shall include a review of the teacher's lesson plan, the state curriculum standard being used in the lesson, and pupil engagement in the lesson. These items must be discussed during a post-observation meeting between the school administrator conducting the observation and the teacher, which should occur before the administrator provides written feedback of the observation.

Administrator will provide feedback after the observations within thirty (30) days of the observation and should provide preliminary suggestions for improvement. Feedback must be provided in writing within thirty (30) calendar days and should provide preliminary suggestions for improvement.

- L. The District will provide a mid-year progress report for every teacher who is in the first year of probation or has received a rating of needing support or developing on the most recent year-end evaluation. This mid- year progress report shall supplement and not replace the annual year-end evaluation. The mid-year report shall:
 - a. Be based, at least in part, on student achievement;
 - b. Be aligned with the teacher's individualized development plan;
 - c. Include specific performance goals and any recommended training for the remainder of the school year, as well as written improvement plan developed in consultation with the teacher that incorporates the goals and training.

M. A mentor or coach shall be assigned to each teacher required to receive midyear progress reports.

N. Any probationary teacher and any tenure teacher who receives an evaluation rating of needing support or developing on their Year-End Evaluation and who the District wishes to retain shall be provided with an IDP developed by the Evaluator(s) with a specific focus. The IDP will include a purpose, and a set of goals that will assist in improving effectiveness for the next school year.

The purpose will include the specific rationale for implementation, including statements of concern. The goals will list a detailed plan for the teacher, as well as, support given by the administrator. An IDP resulting from a Needing Support Year-End Evaluation rating shall require that the teacher make progress towards the individual development goals of the IDP within a

specific time period, as set by the evaluator(s). In no event shall the IDP as provided hereunder, exceed 180 days. Nothing contained herein shall preclude the District or evaluator(s) from placing a teacher on an IDP at any time that an issue or concern regarding the performance of a teacher occurs.

- O. If a teacher is rated as needing support, the teacher must be provided with the options related to review of the evaluation, including a written response, the ability to request mediation, and when appropriate, utilization of the grievance process or binding arbitration as set out in MCL 380.1248.
- P. A teacher rated as effective on his or her 3 most recent consecutive year-end evaluations may receive a year-end evaluation biennially or triennially. A tenured teacher who is not rated effective shall return to year-end evaluations.
- Q. Evaluations and feedback concerning the evaluation must be provided in writing to the teacher; if a written evaluation is not provided, the teacher is deemed effective; if required by circumstances described in MCL 380.1249, a teacher must be designated as unevaluated; and if a teacher receives an unevaluated designation, the teacher's rating from the immediately prior school year must be used.
- R. The District shall not assign a student to be taught in the same subject area for two (2) consecutive years by a teacher who has been rated as needing support on the teacher's two (2) most recent annual year-end evaluations. If the District is unable to comply with this and plans to assign a student to be taught in the same subject area for two (2) consecutive years by a teacher who has been rated as needing support on the teacher's two (2) most recent annual year end evaluations, the Board will notify the student's parent or legal guardian in writing not later than July 15 immediately preceding the beginning of the school year for which the student is assigned to the teacher, that the District is unable to comply and that the student has been assigned to be taught in the same subject area for a second consecutive year by a teacher who has been rated as needing support on the teacher's his/her two (2) most recent annual year-end evaluations. The notification shall include an explanation of why the Board is unable to comply. If a teacher requests a review of the teacher's evaluation under the amendments to the statute, the Board must not issue the notification until the review process is complete.
- S. The student growth requirement shall be twenty percent (20%), or subject to the law, of the evaluation rating and require decisions about the use of growth and assessments or school/student learning objectives. School/student learning objectives are defined by law: measurable long-term academic goals informed by available data that a SLO must be approved by the principal, teacher, and/or teacher team sets at the beginning of the school year for all students. The other eighty percent (80%) must be objective criteria. Performance evaluation must take into account student growth plus assessment data plus school/student learning objective metrics.

T. Social workers, Speech, and Language Teachers shall have a 4-year probationary period.

**ARTICLE XV
SICKNESS OR DISABILITY**

- A. At the beginning of each school year, each teacher shall be credited with nine (9) days leave allowance to be used for absence caused by illness or physical disability of the teacher. Teachers shall receive a confirmation of their accumulated sick leave days with the first paycheck of the school year.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leaves shall be granted a leave of absence without pay for up to one calendar year. Leave may be extended up to an additional one year, by written request, at the discretion of the Board.
- C. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox and/or any childhood disease shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave. This must be supported by a doctor's diagnosis.
- D. After seven (7) years of service, payment for accrued sick days, in the amount of \$50.00 per day, shall occur upon voluntary termination of employment with the district or at the end of each school year at the discretion of the teacher. At the end of each year, a teacher may be paid for all or part of the unused sick day allowance for that year. Unused sick days remaining in a teacher's account shall be paid upon voluntary termination of employment with the district after seven (7) years. In the event of the death of this teacher, his/her beneficiaries shall receive this accrued sick leave benefit.

A cap of 100 days will be placed in effect for those bargaining unit members with 100 days or less at the end of the 2006-2007 school year. Those bargaining unit members eligible for the cap will be compensated for unused sick days over 100 on the 1st pay in July of each year thereafter.

- E. For up to twelve (12) months, a teacher will not suffer loss of sick days or the compensation resulting from a disability in the performance of his/her job or participation in any school related activity or school-sponsored activity, unless such disability shall be permanently rendering the teacher unable to return. After the twelve (12) month time period, teachers may use sick days to maintain whole compensation. The Board reserves the right to select the proper physician and medical facility to determine the extent of individual disability.

At the present time LTD will not compensate at a greater rate than the amount stated in their policy, sixty-six & two-thirds percent.

Any combination of LTD, retirement, social security, or workers' compensation cannot exceed sixty-six & two-thirds percent of the teacher's regular pay. The cost of living provision of the Social Security Act is an exception to this rule.

- F. Both parties agree to follow the rules of the Family and Medical Leave Act. Details for FMLA are available upon request in each building's office.

ARTICLE XVI PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

- a. A critical illness in the immediate family. Critical shall be defined as requiring medical attention immediately.
- b. One (1) day emergency illness in family requiring a teacher to make arrangements for necessary medical or nursing care.
- c. One (1) day for each occurrence for attendance at the funeral service of persons whose relationship to the teacher warrants such attendance. This shall apply to both family and friends.
- d. Hardship cases will be reviewed by the emergency committee composed of two delegates of the Board of Education and two delegates from the Association.

- B. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- a. A maximum of five (5) days if necessary for each death in the family for the following individuals: mother, father, step parents, spouse, brother, sister, children (including miscarriage), step children, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents may be used for the purpose of attending a funeral and any other matters related to the death. A maximum of three (3) days for each death for aunts and uncles. Days must be used consecutively and must include the day of the funeral service. Extenuating circumstances may allow for flexibility for use of days with the approval of the Superintendent.

*Extenuating circumstances for travel due for the death of an aunt or uncle may allow for the use of a sick/personal day at the discretion of administration.

- b. A teacher called for jury duty shall be compensated his/her regular teaching salary. However, jury duty money received by the teacher shall be turned over to the Board of Education. A continuation of the teacher's pay for jury duty shall be limited to sixty (60) days in any one (1) school year.

- c. Court appearances as a witness in any court case connected with the teacher's employment, except when such case is filed by an individual teacher or the Association or union related activities.
 - d. Time for professional conferences may be allowed if approved by the Superintendent. The teacher planning to use a professional conference day shall notify his/her principal at least one week in advance of his/her absence. Professional conference days shall be used for the purpose of (1) visitation to view other instructional techniques or programs, (2) conferences, workshops, or seminars conducted by colleges, universities and the MEA and NEA and/or affiliate departments thereof. Reimbursement of expenses shall be paid to the teacher when receipts are presented to the business office.
 - e. At the beginning of every school year the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association. The Association agrees to notify the Board no less than 48 hours of the date for intended use of said leave. Any unused Association days will accumulate from year to year to a maximum of thirty (30) days. After the accumulated days of Association leave have expired, the MMEA will pay for the substitute for only ten (10) full days beyond the accumulated days. The Board shall not pay for Association days unless the involved teacher or MMEA reimburse the district the cost of MPSERS contribution due within 30 days of said day(s).
 - f. Time necessary to take the Selective Service physical examination.
 - g. At the beginning of every school year, each teacher shall be credited with three (3) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least five (5) days in advance except in case of an emergency. Personal leave shall not be taken immediately prior to any holiday, or immediately following any holiday. No more than 10 percent of teachers in any building (school) will be allowed personal leave the same day. Unused personal days will be converted to sick days at the end of the school year.
- C. Leaves of absence without pay for educational purposes may be granted to teachers who have three (3) consecutive years in the bargaining unit with the Mt. Morris School System. No more than four (4) teachers in any one year will be granted leaves of absence without pay. Teachers must carry fifteen credits or the full-time equivalent as defined by an accredited university per quarter or equivalent.
- a. Study related to the teacher's licensed field. Limit one year.
 - b. Study to meet eligibility requirement for a license other than that held by the teacher in the field of regular or special education. Limit one year.

- c. Study, research or special teaching assignment involving probable advantages to the school system. However, a joint committee of the Board of Education and Association representatives may decide whether the study, etc., is of great value whereby some portion of the leave may be paid by the Board, upon the agreement of its implementation, when finished, in the Mt. Morris Schools. The regular salary increment occurring during such period shall be allowed.
- D. A leave of absence of up to two (2) years may be granted to any teacher upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries, foreign or military teaching programs, the Peace Corps, or Job Corps as a full-time participant in such program; or cultural travel or work related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system.

Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been paid had he/she taught in the district during such period. No more than ten percent (10 %) of the professional staff shall be granted such a leave at any one time.

- E. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period. Teachers shall have sick leave allowances credited to them had they remained in active service to the school system.
- F. A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff on a state or national level. Upon return from such leave, such teacher shall be placed at the next step on the salary schedule.
- G. A leave of absence not to exceed four (4) years may be granted to any teacher upon application for the purpose of campaigning for and serving in a public office. Upon return from such leave, a teacher shall be placed at the next step on the salary schedule.
- H. A maternity leave of up to twelve months shall be granted to any teacher who becomes pregnant. Pregnancy related illness or disability shall be treated as any other illness or disability. The teacher may use sick leave for those work days on which she is unable to perform her job. Teachers shall be reassigned in accordance with Article IX, Section K. The Board shall pay its portion of its fringe benefits for up to one year.
- I. Child care leave of up to one year shall be granted to any teacher who adopts a child if such leave is necessary to complete the adoption requirements.
- J. An unpaid personal leave of up to one (1) year may be granted to any teacher if deemed necessary due to a family or personal emergency not covered elsewhere in this agreement.

- K. The Board agrees that a teacher returning from leave during the school year in which he/she left, or if the said teacher returns from leave in the subsequent school year, shall be returned to the same or similar position he/she had prior to the leave. Any person on leave must notify the Board of his/her intentions to return 90 calendar days prior to the return or he/she may forfeit all recall rights. A teacher who makes false application shall forfeit all rights to reemployment.

**ARTICLE XVII
SABBATICAL LEAVE**

- A. Pursuant to Section 1235 of the school code of 1976, teachers who have been employed for seven (7) years may be granted a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid one-half (1\2) of his/her salary and related fringe benefits.
- B. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period. A teacher returning from a sabbatical leave shall be required to teach in the Mt. Morris system one year upon return from study.
- C. Not more than two members of the bargaining unit may be on sabbatical leave at any one time.
- D. The teacher may not be gainfully employed for more than twenty (20) hours a week on a regular basis during the sabbatical leave. The application for sabbatical leave must be submitted in writing to the Board ninety (90) days prior to the end of the semester and the teacher must notify the Board in writing ninety (90) days prior to the expected date of return. Sabbatical leave must begin and end at the beginning or end of a semester.

**ARTICLE XVIII
INSURANCE PROTECTION**

The Board agrees to furnish to all teachers the following insurance protection:

- A. The Board of Education shall pay the state mandated hard cap amounts for MESSA Choices II, ABC 2000/4000, or ABC Plan I health insurance plan. Payroll deduction shall be done by Cafeteria 125 Plan.
 - a. The Mt. Morris Board of Education shall provide a cash option in lieu of health benefits (the “Cash Payment”). The Board shall develop and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code (the “Plan”).

- b. The amount of the Cash Payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity. The Cash Payment amount shall be, according to the following enrollment increases: 1-10 participants - \$200 per month; 11-20 participants - \$300 per month; 21 or more participants - \$500 per month. Interested members must notify the Finance Department in writing no later than September 15 of the current school year. On September 16 the Association President will be notified of the number of participants. To elect a Tax Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.
 - c. The Board and the Employee shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to a Tax-Deferred Annuity.
 - d. The Plan will become effective September 1. Benefits currently being provided to bargaining unit member employees shall continue as contained in the Collective Bargaining Agreement, up to and after the effective date of the Plan. Should the Parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan document shall be amended to reflect these changes.
 - e. All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.
 - f. For insurance plans with an HSA, the difference between the insurance premium and hard cap that is under the hard cap will be deposited into the staff member's qualifying HSA account on a monthly basis
 - g. The Board shall provide part-time employees with the following insurance protection for a full twelve-month period: employees working over fifty percent (50%) will receive one-hundred percent (100%) coverage and shall pay the same employee contribution as full-time employees. Employees who are working fifty percent (50%) or less will not receive fringe benefits. Part-time employees opting out of insurance benefits are not eligible for cash-in-lieu.
- B. The Board shall provide Long Term Disability Insurance, (30-day exclusion) at 66 2/3 percent for each teacher with a \$4,500 monthly maximum.
- C. Dental Care - The Board shall provide all employees of the bargaining unit with a dental plan, subject to the terms of the carrier.
- D. Life Insurance - The Board shall provide all employees of the bargaining unit with Group Term Life Insurance protection in the amount of \$40,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

Employees who have Board provided term life insurance, as provided above, have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment. Such provisions are subject to the conversion right policies of the insurance carrier and are not bestowed upon by virtue of this agreement.

- E. Optical Insurance - Each member of the bargaining unit will be provided with a vision plan, subject to the terms of the carrier.
- F. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve-month period commencing September 1 and ending August 31
- G. In the event that an employee is absent because of illness or injury and has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue throughout the balance of the school year. If there is disagreement with the individual's diagnosis by his/her doctor, then the Board shall select a physician of its choice; if the two doctors' diagnosis disagree, then a neutral choice of doctor shall be selected by the Genesee County Medical Society to determine whether the individual is eligible for insurance payments for a full twelve (12) months.

The open enrollment period shall be jointly established by the Board, the Association, and the insurance company, including opportunities for summer pre-enrollment and fall open enrollment.

When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds the amount to subsidy, the Board shall make provision for the excess to be payroll deductible.

- H. A single payroll deduction shall be available for all additional insurance programs.
- I. Insurance coverage for the surviving spouse of deceased member shall continue as earned pro rata or as paid up by the Board, whichever is greater.
- J. The Board and the Association pledge to objectively examine each fringe benefit program. If a comparable program can be found, and the parties agree that it is comparable, offered by a reputable carrier at less cost to the Board, the parties will seek to implement such program with mutual consent. The relationship between MESSA and MMEA and MEA shall not be a factor in determining comparability.

ARTICLE XIX
ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teachers and students is encouraged.
- B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility set forth in the code of ethics of the education profession. Occasionally instructional methods may need to be adjusted in light of general standards and criteria applying to all teachers.
- C. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.
- D. The exercise of rights under this clause is for the primary purpose of educating students. It is not the purpose of this Article to provide a forum for a teacher's personal biases, political ideas, personal animosities, or matters relating to negotiations or grievances.
- E. Bargaining unit members shall not:
 - a. Unreasonably deny the student access to varying points of view.
 - b. Use professional relationships with students for private advantage.
 - c. Accept any gratuity, gift or favor that might impair or appear the influence professional decisions or actions.
- F. All employees shall make a reasonable effort to protect the student from conditions harmful to learning or to health and safety.

ARTICLE XX
PERSONNEL FILE

- A. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the

safekeeping of such a file. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempt from such review. The administrator shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher. However, the teacher's evaluation reports relative to the teacher since coming to the Mt. Morris system and tenure recommendations will be available.

- B. There shall be only one official file kept in the Superintendent's office to be used for each individual teacher's evaluation. This official file shall be updated to correspond to the principal's file. No material may be placed therein without the teacher's knowledge and the teacher shall be allowed an opportunity to file a response thereto, which shall become a part of said file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE XXI PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of the agreement provided that teachers may reasonably refuse to carry out an order which threatens physical health and safety.
- B. The Association recognizes that abuses of sick leaves, chronic tardiness or absence, willful deficiencies in professional performances, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school buildings.

ARTICLE XXII TEACHER DISCIPLINE

- A. Whenever it becomes necessary to discipline a member of the staff, the Superintendent shall utilize related procedures described in the current negotiated agreement and the following principles and procedures.
- B. A teacher may only be discharged, demoted or otherwise disciplined for a reason that is not arbitrary or capricious. In all instances, discipline, discharge and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code.

- C. Except as otherwise provided within MCL 38.101a of the Teachers' Tenure Act, the discharge, demotion or discipline of any Staff Member may be made only for a reason that is not arbitrary or capricious.
- D. Oral or written notice will be given by the administration to the Staff Member of any incident, complaint, or charge that may form the basis for the investigation and any potential disciplinary action.
- E. If the complaint alleges child abuse or neglect, the matter shall be reported to Child Protective Services.
- F. The Staff Member shall be provided with written notice of the time, date, and location of the meeting to provide the Staff Member with an opportunity to respond.
- G. A Staff Member represented by an exclusive bargaining agent under the Public Employment Relations Act shall, upon request, be entitled to union representation at any investigative meeting that the Staff Member reasonably believes could result in disciplinary action.
- H. The Superintendent (or designee) is authorized to place a Staff Member on paid administrative leave pending the completion of a disciplinary investigation of the alleged or suspected offense, infraction or misconduct. Administrative leave under this provision is not regarded as a disciplinary measure or penalty.
- I. If it is determined that the Staff Member has engaged in an offense, infraction, misconduct, or other behavior warranting discipline, the administration's decision as to the level of discipline shall be guided by principles including but not limited to the following:
 - a. The adequacy and credibility of the evidence derived from investigation.
 - b. The seriousness of the offense, infraction or misconduct.
 - c. The Staff Member's prior disciplinary and/or employment record.
 - d. The existence of any relevant aggravating or mitigating factors.
- J. Disciplinary measures may include but are not limited to: oral warning, written warning, written reprimand, paid or unpaid suspension, and discharge. Nothing in this regulation shall require that the disciplinary measures identified herein be applied progressively or sequentially. The District reserves the right, in its sole discretion, to apply disciplinary sanctions it deems appropriate to the specific set of circumstances or facts.
- K. The Superintendent's (or designee's) decision to impose any disciplinary action that is not subject to board review, as described below, is final. The following disciplinary actions may only be imposed by the Board in adherence with the requirements of the Teacher Tenure Act:
 - a. The discharge of either a probationary or tenured staff member;
 - b. The non-renewal of a probationary staff member;
 - c. The demotion of a tenured staff member as motion is defined in the Teachers' Tenure Act.

- L. A written summary of the investigation and resulting outcome shall be shared with the teacher and placed in his/her personnel file.

**ARTICLE XXIII
SCHOOL IMPROVEMENT PROCESS**

It is mutually agreed that the purpose of the School Improvement process is to improve student outcomes. In order to accomplish this goal, the cooperation of all members of the educational community is required. To this end, the parties agree all aspects of the education system and process may be reviewed. This includes, but not limited to, such school improvement processes as Strategic Planning, Building School Improvement teams, School Improvement in-services, the implementation of research based instructional strategies and various ad hoc committees formed through-out the school year for the purpose of school improvement. This process may also include those areas covered under P.A. 335 of 1993.

Those teachers who opt to participate in school improvement activities outside of the contract day will be compensated at the rate of \$28.00 an hour. Meeting dates and times must be approved in advance in writing by the Principal. Teacher requested conferences, seminars and training sessions are not covered by the \$28.00 per hour rate.

**ARTICLE XXIV
ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT**

- A. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

**ARTICLE XXV
SPECIAL TEACHING ASSIGNMENTS**

- A. Teachers shall be informed of the login procedure required to report unavailability for work. Teachers starting after 8:00 a.m. must login to report their absence by 6:45 a.m. Teachers starting

at 8:00 a.m. or earlier must login to report their absence by 6:30 a.m. Those teachers failing to comply will be subject to disciplinary action.

- B. Part-time teachers, shall be paid pro-rata and shall receive prorated preparation time and all other benefits of bargaining unit members.

Salary for posted non-full-time certified positions will be pro-rated according to the percentage of time worked and the appropriate step or Appendix A. Fringe benefits will be pro-rated subject to the policy requirements of the carrier. Seniority will accrue on the same pro-rated basis.

ARTICLE XXVI STUDENT DISCIPLINE AND PROTECTION OF TEACHERS

- A. The Board shall give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. It is recognized that discipline problems are less likely to occur in classes 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 such force as is necessary to protect himself/herself from attack or prevent injury to another student.
- C. A teacher may request the exclusion of a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The teacher shall have the right to refuse to readmit the student to class for the remainder of the hour. The teacher shall not have the right to determine the punishment in such cases. The Board agrees that discipline cases will be dealt with in accordance with the Student Code of Conduct and the Michigan Revised School Code.
- D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. Time lost by a teacher in connection with an incident whereby the teacher is not at fault shall not be charged against the teacher.
- F. The Board will reimburse teachers, if the teacher is not in error, for any loss, (not covered by personal insurance) damage, or destruction to clothing or personal property of the teacher while

on duty in the school or on the school premises, but in no event will there be any coverage for money in any form.

- G. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly discussed with the teacher. After said discussion, if the matter requires interviews with anyone other than the parent and/or complainant, the teacher shall be notified in writing. Upon receiving notification, the teacher shall not discuss the matter with the complainant or potential witnesses, including staff (excluding association representative). If any question of breach of professional ethics is involved, the Association shall be notified.

A conversational or written (if necessary) summary of the investigation and resulting outcome shall be shared with the teacher.

- H. Teachers shall be expected to exercise reasonable care with respect to the safety of pupil and property, but shall not be individually liable, except in case of gross negligence or gross neglect of duty, for any damage or loss to person or property. Any court decision will be legally binding to both parties and will supersede any district decision.

ARTICLE XXVII GRIEVANCE PROCEDURE

DEFINITIONS

- A. A "grievance" is a claim that there has been a violation, misinterpretation or inequitable application of the terms of the agreement or Board policy which relate to wages, hours or working conditions. The Association agrees not to process a grievance in which the same issue has been or is being processed to the Michigan Employment Relations Commission, the Equal Employment Opportunity Commission, the Fair Employment Practices Commission, or the Tenure Commission. A grievance must be filed within fifteen (15) days of when the teacher became aware of the act or condition giving rise to the grievance.
- B. The term "teacher" may include any individual or group of teachers who are certified and who are members of the bargaining unit.
- C. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action, or against whom action might be taken, to resolve a problem.
- D. The term "days" when used in this section shall, except when otherwise indicated, mean work days.

PURPOSE

The primary purpose of the procedure set forth in this section is to secure at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

STRUCTURE

- A. There shall be one or more Association Representatives for each school building to be selected in a manner determined by the Association.
- B. The building principal shall be the administrative representative when the particular grievance arises in the building.
- C. The Board hereby designates as its representative the Superintendent when the particular grievance arises in more than one building.

PROCEDURE

- A. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardships to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- B. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

LEVEL ONE

The teacher with a grievance shall present the grievance in writing to the Principal and the Association Representative at the time of the initial discussion with the principal, with the objective of resolving the matter informally. The principal shall make his/her decision known in writing within five (5) days. An Association grievance involving personnel or conditions in more than one building shall be transmitted directly to the Superintendent for disposition and the Superintendent will send copies to the buildings involved.

LEVEL TWO

If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within the allotted time, the grievance may be submitted to the Superintendent within fifteen (15) days. Within seven (7) days of the receipt of the said grievance, the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

LEVEL THREE

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within the allotted time, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board no later than its next regular meeting or two calendar weeks whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven calendar days thereafter. A copy of such disposition shall be furnished to the Association.

LEVEL FOUR

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the allotted time period, the Association shall notify the Board in writing within thirty (30) days of its intent to arbitrate. Upon notification of the Board, the grievance shall be submitted to arbitration within thirty (30) days after notification of the Board before an impartial arbitrator.

If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and Association shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. 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.

The fees and expenses of the arbitrator shall be shared equally by the parties.

If any probationary teacher from whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional

compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

RIGHTS TO REPRESENTATION

Teachers may be represented at all meetings and hearings at all stages of the grievance procedure by the Association.

Further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance process.

MISCELLANEOUS

- A. During the pendency of a proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- B. There shall be no reprisals of any kind by administrative personnel against any party of interest, his/her Association Representative, any member of the grievance committee, Appeal Committee, Ad Hoc Committee, or any other participant in the procedures set forth herein by reason of such participation.
- C. All documents, communications, and records dealing with the proceedings of appeals, making reports and recommendations, and other documents shall be given appropriate distribution by the Mt. Morris Education Association, so as to facilitate operation of the procedures set forth herein.
- D. All documents, communications, and records dealing with the grievance shall be filed separately from the personnel files of the participant.
- E. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
- F. The Association agrees not to process grievances to arbitration that seek to solely enforce a statutory (statute and regulations thereof) or constitutional right. This does not preclude the Association from processing a grievance to arbitration wherein statutes, regulations, court decisions, and constitutional provisions may be evidence in support of the grievance.

However, the Association recognizes that it is not proper to ask the arbitrator to rule on a grievance solely on the basis of a relevant statute, regulation, court decision, or constitutional

provision and the Board recognizes that statutes, regulations, court decisions, and constitutional provisions may have a hearing on certain contract provisions.

ARTICLE XXVIII
DEPARTMENT HEADS/GRADE LEVEL CHAIRPERSONS

- A. Any department in the high school or middle school with more than three (3) teachers shall have a department head.
- B. The department heads/grade level chairpersons shall exercise the coordination of programs and materials and shall serve as instructional liaison between the teachers of the department and the administration.
- C. Department heads/grade level chairpersons shall not be considered as supervisory employees and shall not be involved in the evaluation of teachers.
- D. The Board shall determine the job description of department heads/grade level chairpersons.
- E. Prior to any teacher being selected as a department head/grade level chairperson, all candidates for the position shall be supplied with the job description.
- F. Department heads will receive five (5%) percent of the base salary at the senior high and three (3%) percent of the base salary at the middle school. Elementary Facilitator of the leadership teams should receive two (2%) of the base salary.
- G. If a substantial change in the job description occurs, the department head may resign the position.
- H. Should a department head resign the position during the school year, the pay shall be prorated.

ARTICLE XXIX
CHARTER/ACADEMY SCHOOLS

The district agrees to notify the Association upon receipt of or submission of an application for an academy/charter school. The Association may submit any suggestions it may have in writing.

ARTICLE XXX
MISCELLANEOUS PROVISIONS

- A. A faculty card suitable for all athletic and cultural functions shall be issued to all teachers. It shall provide for admission for the teacher and one family member. Passes are to be issued to the faculty for their own use. Any violation will constitute loss of the card for the remainder of the season.
- B. Instructional Materials Center facilities shall be maintained in each building.
- C. When a principal and/or the assistant principal are absent from the premises, the staff will be informed as to who will be in charge of said building.
- D. Teachers should not have to fill out absence slips for the business office.
- E. The Board and the Association recognize that teachers have a responsibility to provide an atmosphere in which students may grow academically and socially. Conducive to a good classroom atmosphere is the professional appearance and dress of the individual teachers. The dress, grooming habits, and personal appearance of teachers should reflect good taste and the expectation of the Mt. Morris school community. To this end, the Board and the Association recognize that although the specific description of proper dress may vary, informal attire worn on a regular basis is not generally appropriate. The Board and the Association do recognize that exceptions based on instructional circumstances and environmental constraints may exist.

Should an issue related to appropriate dress arise, the Administrator will discuss his/her concerns with the employee. If the problem continues, a committee comprised of the Association president or designee, the Superintendent or designee and a teacher representative mutually selected by the Administration and the Association shall be established to determine the propriety of the dress. A majority vote of the committee is necessary to establish inappropriate dress/hair style, etc. If the committee deems the style of dress or hair style unacceptable, the Administration shall be allowed to appropriately discipline the teacher.

- F. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement; this Agreement during its duration, shall be controlling.
- G. 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. All teachers covered under this agreement who participate in the production of tapes, publication, or other produced education materials, shall retain residual rights should they be copyrighted or sold by the district.

- H. 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 written and signed amendment to this Agreement.
- I. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- J. Copies of this Agreement titled “Professional Agreement between the Mt. Morris School District and the Mt. Morris Education Association, MEA/NEA” shall be printed professionally by the MMEA, at the expense of the Board within forty-five (45) days after this agreement is signed.
- K. Supervisory teachers shall be certified tenured teachers, meeting the Highly Qualified standards, possessing, whenever possible, a Master’s degree, who voluntarily accept the assignment of supervising student teachers.
Insofar as possible, they shall have previously taken a university course in basic principles of supervising student teachers or shall indicate a willingness to accept such an academic learning experience.
- L. Any section or Article that has been in previous Master Agreements and has not been negotiated out of the Agreement, but omitted due to a typing error shall automatically become part of the new Master Agreement.
- M. Individual contracts shall be distributed to teachers thirty (30) days after this agreement is signed by both parties.
- N. Teachers who are requested to work beyond the regular 185-day school year or proceeding the next school year shall be paid at the rate of teacher work days in the regular calendar at the regular salary. Teachers working in the month preceding the new school year shall be paid at the rate scheduled for the new school year.
- O. Teachers who are hired by the board of education during the first semester will be given a full-year credit for pay purposes. Teachers hired during the second semester will receive one-half year credit.

ARTICLE XXXI
CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

- 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 school open in the event of severe inclement weather or when otherwise prevented by an Act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty. When students are sent home due to a malfunction in plant facilities, teachers will be allowed to check out through their building administrator no later than one (1) hour after students are dismissed, and the majority of students have been picked up and/or arrived home.

ARTICLE XXXII
SENIORITY

- A. Seniority is defined as length of service as determined by accumulated work days in the Mt. Morris Schools. Approved unpaid leaves of absence will not terminate nor add to seniority in the school district unless otherwise specified in this Master Agreement. However, resignation shall terminate accumulation of work days. All positions covered under this Master Agreement shall be applicable to this provision.

Approved leaves of absence will not terminate nor add to seniority in the school district unless otherwise specified in this Master Agreement. All positions covered under this Master Agreement shall be applicable to this provision.

Short term leaves, without pay, of one day or more, will not accrue seniority.

- B. All school years are considered to have 185 work days. Seniority days per month shall be actual work days in that month.
- C. When two or more individuals have the same number of contributed work days, the hire-in date will determine seniority. In the event of ties in length of seniority, the last digit of the social security number shall be used to break the tie. The person with the lowest last digit (zero is low, nine is highest) shall be ranked higher on the seniority list. If both last digits are the same, the digit on its immediate left shall be used to break the tie.
- D. Work done in excess of the regularly scheduled work year, as determined by the negotiated school calendar, shall not accrue extra seniority.
- E. For bargaining unit members, the seniority date will be the official date of hire by the Board of Education as determined by official records or the first day of employment with the school district.
- F. The seniority list, including hire-in date, length of in-district service, time deducted, tenure status, certification and endorsements shall be distributed to each teacher by August 31 of each school year. Teachers will confirm or challenge the previous school year seniority data within 30 days.

Teachers shall confirm by initialing the building master copy. Copies of all the building masters bearing signatures of the President of the Association and the Superintendent shall be distributed to each building and teacher if changes are made.

- G. At the beginning of the school year and every ninety (90) days thereafter, the Association representative will be given a complete listing of all bargaining unit staff that includes the following:
 - 1. First, middle and last name.
 - 2. Start date of employment, FTE, step, lane placement.
 - 3. Name of position and building(s).
 - 4. Work email address and personal email address.
 - 5. Home mailing address.
 - 6. Home and cell phone number.

The same information will be given to the designated Association representative within five (5) business days of any new hires that occur throughout the year.

Termination of employment shall be reported to the designated Association representatives, including the termination date, via e-mail no later than five (5) business days after notification of member's last day of employment.

Notification of any bargaining unit member placed on layoff shall be reported to the Association President no later than two (2) business days prior to notification of the employee. Notification of any bargaining unit member returning from a layoff shall be reported to the Association President no later than five (5) business days after notification of the first day of return.

**ARTICLE XXXIII
TENURE IN POSITION**

Bargaining unit members shall not acquire, nor be considered to have acquired, tenure in any specific bargaining unit position.

**ARTICLE XXXIV
VIDEO SURVEILLANCE**

- A. The district will not install the surveillance system in private areas of the school building, but instead in general traffic and assembly areas including physical education facilities.
- B. The intended use and purpose of the surveillance system is to provide a safe, educational environment for the children and staff of the district.
- C. If in the instance the district becomes aware of the surveillance tape which appears to disclose an incident involving a teacher that is of a concern with the district, the district will notify the teacher and the Mt. Morris Education Association.
- D. The teacher and the Association will have access to the tape(s) relating to the alleged incident.
- E. Unless otherwise needed for investigative or disciplinary action, recorded information will be deleted within 60 days.

**ARTICLE XXXV
DURATION OF AGREEMENT**

This Agreement shall be effective as of September 1, 2024 and shall continue in effect for three (3) years until the 31st day of August 2027. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

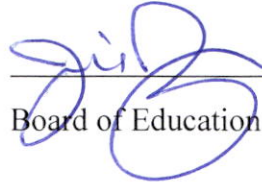
**MT. MORRIS EDUCATION
ASSOCIATION**



Mt. Morris Education Association President

Michigan Education Association

**MT. MORRIS CONSOLIDATED
SCHOOLS**



Board of Education President



Superintendent

APPENDIX A

TEACHER SALARY 2024-2025

Step	BA/BS	BA/BS + 15 Hours	MA/MS	MA/MS + 15 Hours	MA/MS + 30 Hours
1	\$40,530	\$41,983	\$44,195	\$45,745	\$48,166
2	\$41,344	\$42,832	\$45,087	\$46,662	\$49,140
3	\$42,166	\$43,678	\$45,975	\$47,585	\$50,105
4	\$44,065	\$45,641	\$48,044	\$49,725	\$52,362
5	\$46,156	\$47,811	\$50,326	\$52,088	\$54,845
6	\$48,466	\$50,200	\$52,842	\$54,690	\$57,589
7	\$51,009	\$52,836	\$55,618	\$57,562	\$60,615
8	\$53,293	\$55,200	\$58,105	\$60,138	\$63,325
9	\$56,356	\$58,373	\$61,448	\$63,597	\$66,967
10	\$59,737	\$61,877	\$65,132	\$67,413	\$70,985
11	\$63,473	\$65,743	\$69,202	\$71,626	\$75,421
12	\$66,209	\$69,912	\$74,236	\$78,192	\$82,014

If the audit results demonstrate the District has an unassigned fund balance that exceeds 15%, employees covered by this contract shall receive a 1% off-scale appreciation bonus. To be paid on the 2nd pay in February.

TEACHER SALARY 2025-2026

Step	BA/BS	BA/BS + 15 Hours	MA/MS	MA/MS + 15 Hours	MA/MS + 30 Hours
1	\$41,746	\$63,243	\$45,521	\$47,118	\$49,611
2	\$42,584	\$44,117	\$46,439	\$48,062	\$50,614
3	\$43,431	\$44,988	\$47,354	\$49,012	\$51,608
4	\$45,387	\$47,010	\$49,485	\$51,217	\$53,933
5	\$47,540	\$49,245	\$51,835	\$53,651	\$56,491
6	\$49,920	\$51,706	\$54,428	\$56,331	\$59,317
7	\$52,540	\$54,421	\$57,286	\$59,289	\$62,433
8	\$54,891	\$56,856	\$59,849	\$61,943	\$65,225
9	\$58,046	\$60,124	\$63,291	\$65,504	\$68,976
10	\$61,529	\$63,734	\$67,086	\$69,435	\$73,114
11	\$65,377	\$67,716	\$71,279	\$73,775	\$77,683
12	\$68,195	\$72,010	\$76,463	\$80,538	\$84,474

If the audit results demonstrate the District has an unassigned fund balance that exceeds 15%, employees covered by this contract shall receive a 1% off-scale appreciation bonus. To be paid on the 2nd pay in February.

**TEACHER SALARY
2026-2027**

Step	BA/BS	BA/BS + 15 Hours	MA/MS	MA/MS + 15 Hours	MA/MS + 30 Hours
1	\$42,581	\$44,108	\$46,431	\$48,060	\$50,603
2	\$43,436	\$44,999	\$47,368	\$49,023	\$51,626
3	\$44,300	\$45,888	\$48,301	\$49,993	\$52,640
4	\$46,295	\$47,950	\$50,475	\$52,241	\$55,012
5	\$48,491	\$50,230	\$52,872	\$54,724	\$57,620
6	\$50,918	\$52,740	\$55,516	\$57,458	\$60,503
7	\$53,591	\$55,509	\$58,432	\$60,475	\$63,682
8	\$55,989	\$57,993	\$61,045	\$63,181	\$66,529
9	\$59,207	\$61,326	\$64,557	\$66,815	\$70,356
10	\$62,760	\$65,008	\$68,428	\$70,824	\$74,576
11	\$66,685	\$69,070	\$72,704	\$75,250	\$79,237
12	\$69,559	\$73,450	\$77,992	\$82,148	\$86,163

If the audit results demonstrate the District has an unassigned fund balance that exceeds 15%, employees covered by this contract shall receive a 1% off-scale appreciation bonus. To be paid on the 2nd pay in February.

**APPENDIX A-2
DEGREE ADVANCEMENT SALARY CHANGE**

- A. A teacher to be placed on the BA plus 15, MA, MA plus 15 or MA plus 30 at the start of the school year, must have evidence in the business office by the second Friday in September of the current year that said teacher has obtained the additional degree or hours.
- B. Teachers must provide proper evidence of additional credits by the third Thursday in August in order to have their salaries adjusted for the first pay of the school year. Salaries may be adjusted at semester if proper evidence is provided by the second Friday in January.
- C. Official grade reports or official transcripts from accredited colleges/universities or letters from the instructors on college/university/department stationery including course number, course name, statement of completion and final passing grade are acceptable for the completion of graduate courses.

SCHEDULE B: EXTRA CURRICULAR PAY

<u>Position</u>	<u>Percentage</u>
Baseball Varsity	8%
Baseball Junior Varsity	6%
Baseball Freshman	5%
Baseball Middle School	3%
Basketball Varsity	10%
Basketball Assistant Varsity	6%
Basketball Junior Varsity	6%
Basketball Freshman	6%
Basketball Middle School	3%
Basketball Elementary	3%
Cheerleading Varsity - Fall	4%
Cheerleading Varsity - Winter	4%
Cheerleading Junior Varsity - Fall	3%
Cheerleading Freshman	4%
Cheerleading Middle School	4%
Cross Country	4%
Football Varsity	10%
Football Assistant Varsity	6%
Football Junior Varsity	6%
Football Freshman	6%
Football Middle School	3%
Golf	4%
Golf Junior Varsity	3%
Hockey	8%
Homecoming Parade Coordinator	0.5%
Soccer	8%
Softball Varsity	8%
Softball Junior Varsity	6%
Softball Freshman	5%
Swimming	8%
Swimming Middle School	3%
Tennis	4%
Tennis Junior Varsity	3%
Track	8%
Track Assistant	6%
Track Middle School	3%
Volleyball Varsity	8%
Volleyball Junior Varsity	6%
Volleyball Freshman	5%
Volleyball Middle School	3%
Weight Lifting	3%
Wrestling Varsity	8%
Wrestling Assistant	5%
Wrestling Middle School	3%
Band Director High School	6%

Band Director High School Summer Camp	\$12.00 / hr. with 80 hr. cap
Band Director Middle School	3%
Debate	3%
D.E.C.A. Sponsor	2%
District-wide Drama Club Sponsor	2%
Play/Musical Director (per pre-approved production)	2%
Play/Musical Assist Director (per pre-approved production)	1.5%
Musical Director (one production per year)	2%
Elementary Music Program	1.50%
Freshman Class Sponsor	2%
Intramural (Middle School)	2% per sport
Junior Class Sponsor	3.50%
National Honor Society (High School)	4%
National Honor Society (Middle School)	3%
Newspaper (High School)	2%
Newspaper (Middle School)	2%
Patrol Supervisor	2%
Quiz Bowl Sponsor	2%
Robotics (High School) (number of positions dependent on participants)	2%
S.A.D.D. Sponsor	2%
Senior Class Sponsor	5%
Sophomore Class Sponsor	2%
Special Olympics Coordinator	2%
Student Council (High School)	4%
Student Council (Middle School)	3%
Technology Coaches	1%
Vocal Music – High School	3%
Vocal Music – Middle School	2%
Yearbook (High School)	3%
Yearbook (Middle School)	2%

Non-athletic Schedule B payments will be based on a teacher's annual salary.

DEPARTMENT HEADS (Paragraph F, Article XXVIII)

<u>Position</u>	<u>Percentage</u>
Elementary Playground as needed	\$600.00 each
Noon Hour Supervision as needed	\$600.00 each
Summer School	Per grant funding

Payment for all Schedule B positions shall be made in a separate electronic deposit from special funds. Athletic positions shall be paid at the end of the season with the exception of High School Athletics. High School Athletics will be paid a portion halfway through the season. The remaining amount shall

be paid at the end of the season. All extra-curricular positions will be paid on the 20th teacher pay, including Mentors and Department Heads.

Verification of completion shall be made by the proper administrator or his/her designated representative one week in advance of payment.

In the event that new openings are instituted because of new facilities, they will be placed on the extra-curricular list with the agreement of the Mt. Morris Education Association.

Coaches' salaries will be based on the BA/BS pay scale. Non-MMEA coaches will be hired through a third-party administrator. MMEA coaches will be given the option to be hired for coaching duties through the third-party administrator with a one-time opportunity to return to district paid status. Employees who were coaches during the 1991-92 school year will continue to receive teaching experience credit as in the 1991-92 contract. Any new coaches hired beginning with the 1993-94 school year will receive coaching experience credit instead of teaching experience credit.

APPENDIX B - CALENDAR

Master Agreement between
 MT. MORRIS EDUCATION ASSOCIATION and MT. MORRIS BOARD OF EDUCATION
 ARTICLE V
 2024-25

Date	Description	SD K-5	SD 6-8	SD 9-12	TD K-12
August 20	1 TPDD - Welcome Back	4	4	4	7
August 21	1 TWD				
August 22	1 TPDD				
August 26	Students Report - Full day for Students K-12				
August 30	No School (K-12)				
September 2	No School (Labor Day)	20	20	20	20
September 11	Reduced Day (K-12) PLC				
September 25	Reduced Day (K-12) PLC				
October 2	Count Day	22	22	22	23
October 9	Reduced Day (K-12) PLC				
October 25	No School (K-12) - TPDD				
November 1	End of First Marking Period - Reduced Day (K-12) TWD	18	18	18	18
November 5-8	Parent Teacher Conferences				
November 6	Reduced Day (K-12) PLC				
November 27	No School (K-12)				
November 28-29	Thanksgiving Recess				
December 11	Reduced Day (K-12) PLC	15	15	15	15
December 23	First Day of Holiday Break				
January 6	Classes Resume	19	19	19	20
January 15	Reduced Day (K-12) PLC				
January 17	End of First Semester - (1/2 SD - 1 TPDD)				
January 20	No School (K-12) TWD				
January 29	Reduced Day (K-12) PLC				
February 12	Count Day	19	19	19	19
February 17	No School (K-12)				
February 18-21	Parent Teacher Conferences				
February 19	Reduced Day (K-12) PLC				
March 5	Reduced Day (K-12) PLC	20	20	20	20
March 19	Reduced Day (K-12) PLC				
March 21	End of Third Marking Period - Reduced Day (K-12) TWD				
March 31	First Day of Spring Break				
April 7	Classes Resume	16	16	16	16
April 9	Reduced Day (K-12) PLC				
April 18	No School				
April 21	No School				
April 23	Reduced Day (K-12) PLC				
May 7	Reduced Day (K-12) PLC	20	20	20	20
May 21	Reduced Day (K-12) PLC				

May 23	No School				
May 26	No School (Memorial Day)				
June 10	Last Day Students/Teachers - Half Day (1/2 SD - 1 TWD)	7	7	7	7
TOTALS		180	180	180	185
KEY:	SD: Student Day	<p>Act of God/cause beyond the control of the Board days shall be made up as needed to meet the minimum number of instructional days required by law. If it becomes necessary to schedule additional school days, they shall be added to the end of the school year and the final records day for teachers shall immediately follow. Teachers shall receive only their contracted pay in regard to Act of God/cause beyond the control of the Board make-up days.</p>			
	TPDD: Teacher Professional Development Day				
	TWD: Teacher Work Day				

2025-2026 SCHOOL CALENDAR

To Be Determined

2026-2027 SCHOOL CALENDAR

To Be Determined

APPENDIX C – PAY PERIODS

2024-2025 Pay Schedule

Teacher Pay #	Pay #	Payroll Period	Paycheck Date
23	1	June 24 - July 07, 2024	July 12, 2024
24	2	July 08 - July 21, 2024	July 26, 2024
25	3	July 22 - August 4, 2024	August 9, 2024
26	4	August 5 - August 18, 2024	August 23, 2024
1	5	August 19 - September 01, 2024	September 6, 2024
2	6	September 02 - September 15, 2024	September 20, 2024
3	7	September 16 - September 29, 2024	October 4, 2024
4	8	September 30 - October 13, 2024	October 18, 2024
5	9	October 14 - October 27, 2024	November 1, 2024
6	10	October 28 - November 10, 2024	November 15, 2024
7	11	November 11 - November 24, 2024	November 29, 2024
8	12	November 25 - December 08, 2024	December 13, 2024
9	13	December 09 - December 22, 2024	December 27, 2024
10	14	December 23 - January 05, 2025	January 10, 2025
11	15	January 06 - January 19, 2025	January 24, 2025
12	16	January 20 - February 02, 2025	February 7, 2025
13	17	February 03 - February 16, 2025	February 21, 2025
14	18	February 17 - March 02, 2025	March 7, 2025
15	19	March 03 - March 16, 2025	March 21, 2025
16	20	March 17- March 30, 2025	April 4, 2025
17	21	March 31 - April 13, 2025	April 18, 2025
18	22	April 14 - April 27, 2025	May 2, 2025
19	23	April 28 - May 11, 2025	May 16, 2025
20	24	May 12 - May 25, 2025	May 30, 2025
21	25	May 26 - June 08, 2025	June 13, 2025
22	26	June 09 - June 22, 2025	June 27, 2025

2025-2026 Pay Schedule

Teacher Pay #	Pay #	Payroll Period	Paycheck Date
23	1	June 23- July 6, 2025	July 11, 2025
24	2	July 7- July 20, 2025	July 25, 2025
25	3	July 21- August 3, 2025	August 8, 2025
26	4	August 4 -August 17, 2025	August 22, 2025
1	5	August 18 - August 31, 2025	September 5, 2025
2	6	September 1- September 14, 2025	September 19, 2025
3	7	September 15 -September 28, 2025	October 3, 2025
4	8	September 29 - October 12, 2025	October 17, 2025
5	9	October 13 - October 26, 2025	October 31, 2025
6	10	October 27 - November 9, 2025	November 14, 2025
7	11	November 10 - November 23, 2025	November 28, 2025
8	12	November 24 - December 7, 2025	December 12, 2025
9	13	December 8 - December 21, 2025	December 26, 2025
10	14	December 22 - January 4, 2026	January 9, 2026
11	15	January 5 - January 18, 2026	January 23, 2026
12	16	January 19 - February 1, 2026	February 6, 2026
13	17	February 2 - February 15, 2026	February 20, 2026
14	18	February 16 - March 1, 2026	March 6, 2026
15	19	March 2 - March 15, 2026	March 20, 2026
16	20	March 16 - March 29, 2026	April 3, 2026
17	21	March 30 -April 12, 2026	April 17, 2026
18	22	April 13 - April 26, 2026	May 1, 2026
19	23	April 27 - May 10, 2026	May 15, 2026
20	24	May 11 - May 24, 2026	May 29, 2026
21	25	May 25 - June 7, 2026	June 12, 2026
22	26	June 8 - June 21, 2026	June 26, 2026

2026-2027 Pay Schedule

Teacher Pay #	Pay #	Payroll Period	Paycheck Date
23	1	June 22 - July 5, 2026	July 10, 2026
24	2	July 6- July 19, 2026	July 24, 2026
25	3	July 20 - August 2, 2026	August 7, 2026
26	4	August 3 -August 16, 2026	August 21, 2026
1	5	August 17 - August 30, 2026	September 4, 2026
2	6	August 31- September 13, 2026	September 18, 2026
3	7	September 14 -September 27, 2026	October 2, 2026
4	8	September 28- October 11, 2026	October 16, 2026
5	9	October 12 - October 25, 2026	October 30, 2026
6	10	October 26 - November 8, 2026	November 13, 2026
7	11	November 9 - November 22, 2026	November 27, 2026
8	12	November 23 - December 6, 2026	December 11, 2026
9	13	December 7 - December 20, 2026	December 25, 2026
10	14	December 21 - January 3, 2027	January 8, 2027
11	15	January 4- January 17, 2027	January 22, 2027
12	16	January 18 - January 31, 2027	February 5, 2027
13	17	February 1 - February 14, 2027	February 19, 2027
14	18	February 15 - February 28, 2027	March 5, 2027
15	19	March 1 - March 14, 2027	March 19, 2027
16	20	March 15 - March 28, 2027	April 2, 2027
17	21	March 29 -April 11, 2027	April 16, 2027
18	22	April 12 - April 25, 207	April 30, 2027
19	23	April 26 - May 9, 2027	May 14, 2027
20	24	May 10 - May 23, 2027	May 28, 2027
21	25	May 24 - June 6, 2027	June 11, 2027
22	26	June 7 - June 20, 2027	June 25, 2027

APPENDIX D – RETIRED TEACHERS

- A. Retired teachers employed by the district will start at year one (1) for terminal leave pay purposes due to a break in assignment.
- B. Retired teachers employed by the district will start at year one (1) for longevity purposes due to a break in assignment.
- C. Retired teachers employed by the district, who were previous Mt. Morris employees, will not be subject to participating in the Mentor/Mentee program. However, retired teachers new to the district may be subject to serving one (1) year in the Mentor/Mentee program.
- D. Retired teachers employed by the district will not be eligible for insurance protection due to receiving this with their pension benefits. Retired teachers would be eligible for cash in lieu.
- E. Retired teachers employed by the district will start at year one (1) for seniority purposes due to a break in assignment.
- F. Retired teachers employed by the district will serve a two (2) year probationary period.