

AGREEMENT

**between
THE BOARD OF EDUCATION
of
MORRICE AREA SCHOOLS**

and

**SHIAWASSEE COUNTY
EDUCATION ASSOCIATION
and
its affiliate,**

**THE MORRICE SCHOOLS EDUCATION
ASSOCIATION**

July 1, 2006-June 30, 2008

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ARTICLE 1 - RECOGNITION

- A. This is an Agreement between the SHIAWASSEE COUNTY EDUCATION ASSOCIATION, MEA/NEA, hereinafter referred to as the "ASSOCIATION", and the MORRICE AREA SCHOOLS BOARD OF EDUCATION, hereinafter referred to as the "BOARD". The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act #379, Public Acts of 1965, for all professional personnel, subject to the provisions below, including personnel on tenure or probation, classroom teachers, regularly employed substitute teachers, guidance counselors, librarians, employed by the Board (whether or not assigned to a public school building), but excluding all others, specifically but not necessarily limited to the following supervisory and executive personnel, superintendent, high school principal, elementary principal, director of federal programs, non-regularly employed substitute teachers, and office and clerical employees. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. Reference to the male gender shall apply equally to the female gender and vice versa.

The Board recognizes, however, that the Shiawassee County Education Association may, and does, legitimately conduct business through its affiliate, the Morrice Schools Education Association (MSEA). Upon appropriate notice, the Board will recognize the officers of MSEA as agents of SCEA.

- B. Regularly employed substitute teachers are those teachers employed for more than one hundred fifty (150) school days in a year to fill teaching vacancies occurring through leaves of absence or resignation. Said teacher shall receive a contract that shall contain all benefits and provisions of the master agreement. A substitute teacher assigned to one specific teaching position for more than 60 (sixty) working days of service in that assignment shall be granted for the duration of that assignment leave time and other privileges granted to regular teachers, including a salary not less than the minimum salary on the salary schedule but will not be a member of the bargaining unit and will therefore not have bargaining unit seniority, the right to file a grievance under this contract or have other rights under this contract except as provided by Section 1236 of the Revised School Code.
- C. Non-regularly employed substitute teachers shall be defined as those teachers who teach sporadically and are not under contract with the district except upon a day-by-day basis.

ARTICLE 2 - MANAGEMENT'S RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by the way of illustration, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board School District.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.

3. The right to direct the work forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including requiring a written statement from a physician for any teacher certifying whether the employee is physically and/or mentally able to perform the duties assigned.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation or new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection or training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this Article, and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this Article and, if so, shall deny the grievance.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.
- D. Except as expressly provided otherwise in the Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees is vested exclusively in the Board.
- E. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.

- F. The Board shall determine all methods and means to carry on the operation, including automation or contracting thereof or changes therein.
- G. The listing of specific management's rights in this Agreement is not intended to be, nor shall be, restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE 3 - TEACHER RIGHTS

- A. Pursuant to Act #379 of the Public Acts of 1965, the Board hereby agrees that every teacher of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act #379; and that it will not discriminate against any teacher with respect to hours, wages, or terms and conditions of employment by reason of his membership in the Association or collective professional negotiations with the Board or his institution of any grievance, complaint, or proceeding under this Agreement.
- B. The parties specifically recognize the right of either party to appropriately invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- C. The Association and its members shall have the right to use a school room at all reasonable hours for meetings when not previously scheduled by the Board of Education or its designated representatives. The building principal will be asked what room will be available one (1) day before the Association's use of that room. Emergency principal-teacher meetings shall nullify scheduled Association meetings. In the event a principal-teacher meeting nullifies a scheduled Association meeting, the Association will have the right to reschedule their meeting immediately and waive the said one (1) day notice. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards shall be made available to the Association and its members, but restricted to the two (2) teachers' rooms.
- D. The Board agrees to allow access to the Association in response to requests for all public information available to the residents of the district concerning the financial resources of the district, tentative budgetary requirements, and the allocations and such other generally available information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers.
- E. The Board will make available agendas of regular meetings and copies of all regular or special Board of Education minutes (except with respect to closed sessions) as soon as they are available for distribution.

ARTICLE 4 - PROFESSIONAL COMPENSATION

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

An employee's salary shall be determined by his placement on the salary schedule as determined by degree and years of teaching service. The amount of credit to be given upon employment for outside teaching service shall be determined by the Board in its discretion.

Employees shall receive full step credit on the salary schedule upon completion of a full academic year or having taught one (1) day beyond the midpoint of the semester. Employees will receive one-half (1/2) step credit on the salary schedule for having taught one (1) day beyond the midpoint of the semester.

- B. In-Service Training: Approved attendance at conferences within one's teaching area, assigned duty area, or volunteer area shall be encouraged and up to \$200.00 in expenses are to be allowed per teacher per year. Teachers will submit to the Superintendent a written report on each conference they attend.

They will also turn in a financial statement of the conference expenses to the Superintendent. The Board will pay these expenses up to a maximum of \$200.00. Three (3) school days with pay per teacher per year shall be allowed with the approval of the administration. For conference expense reimbursement, official business receipts must be presented within 20 school days of the last date of the conference in order to receive payment.

- C. Teachers changing pay scale for increased educational hours prior to the end of a semester shall receive the increase in salary beginning the next semester. It is the responsibility of the employee to notify the central office of such a change in pay scale before the beginning of the District's next semester.

- D. Severance pay of \$20.00 per day shall be paid for a teacher's unused sick leave. To become eligible for the provisions of this clause, a teacher must complete at least one (1) school year. If, for any reason, a teacher's services are terminated at any time during a school year, he shall be paid for those unused sick leave days accumulated to his last completed year.

Severance pay shall not be applicable to those teachers whose services are terminated for just cause. Severance pay for teachers voluntarily leaving the system shall not exceed fifty (50) days; those teachers leaving the system for retirement will receive severance pay not to exceed ninety (90) days.

- E. For each year of the contract, the extra duty pay and experience factor is based on the first five (5) steps of the B.A. salary schedule.

Full experience will be granted for each year in the same or comparable activity. Full experience will also be granted for each year at a higher level in the same or comparable activity. One-half year experience will be granted for each year at a lower level in the same or comparable activity.

<u>Extra-duty pay</u>	
7th Boy Basketball	4%
7th Grade Basketball	4%
7th Volleyball	4%
8th Boy Basketball	4%
8th Grade Basketball	4%
8th Volleyball	4%
Athletic Director	10%
Band	10%
Boy Track	7%
Boy/Girl Track	10%
Choir Director	2%
Class Advisor - 10th (1)	2%
Class Advisor - 11th (2)	3%
Class Advisor - 12th (2)	2.5%
Class Advisor - 7th (1)	1%
Class Advisor - 8th (1)	1%
Class Advisor - 9th (1)	1.5%

Elementary Student Council	1%
Forensics***	4%
Game Supervisor	6%
Girl Track	7%
H.S. Wrestling Coach	7%
JH Boy Track	4%
JH Boy/Girl Track	6%
JH Girl Track	4%
JH Volleyball	6%
Jr. High Cheerleading	2%
Jr. High Student Council Advisor	1%
Jr. High Wrestling Coach	4%
JV Asst Football	3%
JV Baseball	5%
JV Boy Basketball	7%
JV Cheerleading - Fall	5%
JV Cheerleading - Winter	5%
JV Football	5%
JV Girls Basketball	7%
JV Softball	5%
JV Volleyball	7%
National Honor Society	2%
Play	4%
Quiz Bowl (1)	2%
SADD Advisor	2%
Sr. High Student Council	2%
Var Asst Football	7%
Var Baseball	7%
Var Boy Basketball	10%
Var Cheerleading - Fall	7%
Var Cheerleading - Winter	7%
Var Football	10%
Var Girls Basketball	10%
Var Softball	7%
Var Volleyball	10%
X Country Boy	5%
X Country Boy/Girl	7%
X Country Girl	5%
NCA Chairperson (1 for each building)	3%
Yearbook***	10%

***2% if (Yearbook and Forensics) taught as a class

Compensation for Athletic Director, Band, and Yearbook will be issued in two equal installments at the end of each semester.

It is understood that the Board in filling the above positions shall give preference to equally qualified employees from within the bargaining unit prior to filling the position from outside the bargaining unit. The regular band teacher and choir director will also be responsible for providing extracurricular activities as part of their regular assignments with the additional compensation as specified in the extra duty pay schedule.

- G. The Education Association and the Board of Education recognize that good teachers are needed in the classroom throughout the entire school year. Teachers will be expected to honor the duration of their contract except in cases of extenuating circumstances.
- H. Teachers selected for jury duty will notify the building principal by the end of the first school day after they receive notice to serve and will file with the district's bookkeeper a statement from

Court certifying the days of service. Said teacher shall be paid his/her full salary for such time minus the amount paid by the court for such service. The Board shall submit a written statement to the court requesting that said teacher be excused, in the event the Board desires the teacher excused from jury duty.

ARTICLE 5 - TEACHING QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and their major or minor field of study unless approved by the Department of Education.
- B. The Administration will give teachers written notice of their scheduled assignments for the forthcoming school year not later than the last scheduled school day. In the event that changes in the schedule are necessary, as determined by the Administration, all teachers affected will be notified as soon as possible. Changes in the teacher's grade assignment will not be made later than August 15, except in case of emergency.
 - 1. Any teacher interested in a transfer or change of assignment shall make such requests known in writing to their respective principal prior to April 1.
 - 2. In cases of grade level changes, the administration will discuss and provide rationale for such changes with the individuals involved.
- C. Individual contracts are subject to the terms and conditions of the laws of the State of Michigan and the collective Agreement negotiated between the Association and the Board.

ARTICLE 6 - TEACHING CONDITIONS

- A. The Board and the Association will form a committee made up of a minimum of one person from each of the lower elementary (K-3); upper elementary (4-6); junior high (7-8); and senior high (9-12); and one administrator for the purpose of exploring and adopting textbooks and support materials. In cases where the Board does not adopt a recommended book, the subject area will be referred back to the committee for review. Final decision stands with the Board.
- B. The Board shall attempt to make available at both the secondary and the elementary levels, lunchroom, rest room, and lavatory facilities for teacher use and at least one (1) room, furnished at the expense of the Board, which shall be reserved for use as a staff and visitors lounge.
- C. In matters that are considered controversial, best efforts will be made to present all views.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- E. Teachers will be at their assigned place of duty 5 minutes before and 5 minutes after the normal student day as required by the school calendar. Teachers with first or last period prep must remain in the building. It is understood that teachers will attend IEPs or other student-oriented meetings as requested by the administrator up to 30 minutes before or after school given 5 school days' notice. All efforts will be made to rotate required attendance at these meetings through the appropriate staff members. Teachers will stay for teachers' meetings and conferences by appointment. Only emergency staff meetings will be scheduled on Friday afternoons or afternoons before a holiday.

- F. The high school and junior high school teachers shall be allotted one (1) classroom period per day for conference or preparation time.

Teachers will be allowed a thirty (30) minute duty free lunch period.

- G. Each elementary teacher will have unassigned preparation periods totaling a minimum of 200 minutes per week provided circumstances allow. During partial weeks or days, planning time may be adjusted accordingly.
- H. The ratio of pupils to total professional personnel, excluding administrators, within the district shall not exceed twenty-five (25) to one (1), as of the fourth Friday count. Study hall supervisors and study hall students shall be excluded in figuring the twenty-five (25) to one (1) ratio. A regular classroom teacher in grades K-6 will be paid \$2.00 per day for each student in regular attendance over thirty (30).
- I. Detailed lesson plans will be kept at the work site and available for substitute teachers.
- J. Teachers, in carrying out their classroom duties, as well as extra duties, have certain responsibilities for accounting for school equipment, keys, supplies, textbooks, and money they handle. Failure to use proper caution will result in their accepting responsibility for specific losses to the school and students. The Board will provide procedures for maintaining an accounting of the above.
- K. Teachers of extracurricular activities, before receiving their extra pay, will make sure all equipment is accounted for and stored properly.
- L. No regularly assigned teacher shall be used as a substitute teacher except in case of emergency, it is being understood expressly that the failure of a substitute to arrive on schedule or inability to secure a qualified substitute shall be considered an emergency. In cases where field trips remove entire classes from the classroom, teachers not on the field trip will be used to take the classes of those teachers on the trip, except during their regular preparation period. Teachers who substitute teach in cases of emergency shall be paid the hourly rate at which substitute teachers are paid. Pay will be calculated to the next quarter hour.
- M. Efforts will be made to assign no more than four (4) preparations at secondary levels wherever possible. Natural exceptions are activity classes.
- N. A committee composed of one (1) teacher each (K-3), (4-6), (7-8) and (9-12), will be elected by the staff to implement and coordinate in-service programs. The two (2) building principals shall be ex-officio members of this committee.

All teachers shall be in-serviced a minimum of the number of professional development days required by the State each school year. In-service programs will be scheduled as part of the school calendar and attendance at such programs will be mandatory. Early release time for school improvement will be subject to negotiations as part of the school calendar.

- O. The Board will make available a telephone in each teachers' lounge. The cost of the monthly service, plus all school business calls, are to be paid for by the Board of Education. All additional expenses will be the immediate responsibility of the Association. The above telephone service is subject to availability through telephone company and such service is not to interfere with those lines now in service, or those needed in the future in the school offices.
- P. Employees shall notify the Personnel Department of any change of name, address, telephone number, marital status, or number of dependents promptly, within ten (10) days after such change has been made.

- Q. Teachers that work at both the secondary and elementary buildings are allowed ten minutes passing time between buildings. This time is not considered preparation time or part of contractual lunch period.

There will be at least one special education teacher available to comply with special education student IEP.

ARTICLE 7 - VACANCIES AND PROMOTIONS

- A. Vacancies occurring within the bargaining unit including newly created positions, shall be posted on a designated bulletin board in each district building along with a copy of such posting to the Association. Positions as above described shall be posted internally and externally simultaneously at least ten (10) school days prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the personnel office. Said positions shall be filled on the basis of the experience, competency, and qualifications of the applicant.
- B. During the summer months when regular school is not in session, the employer will post in the Personnel Office all vacancies as above described and shall also forward at the same time a copy of said vacancy posting to the Association. Positions so posted shall remain posted at least ten (10) calendar days prior to being filled unless such posting period would involve days in which school is in session, in which case the period may be shortened appropriately. Likewise, these positions shall be filled on the same basis as provided above.
- C. A vacancy shall be defined for the purposes of this Agreement as a position that will be open in the future, a new position which is being created, or a position for which there is no unassigned teacher available.

It is understood that a vacancy (for purposes of this Agreement) does not exist if there is a teacher on a leave of absence who by virtue of language set forth in other sections of this Agreement has the right to return to that assignment.

It is understood, also, that this section shall in no way be interpreted so as to relieve any obligations created under the terms of Article XVIII, specifically the Board's responsibility to avoid layoff and/or affect recall for positions created by year-long leaves of absence.

ARTICLE 8 - SICK LEAVE

- A. Absence Days

Absence days shall be granted at the rate of ten (10) days per year, given in total at the beginning of the school year, irrespective of the maximum number of accumulated absence days acquired prior thereto. All absence days accumulated at the end of the school year in excess of one hundred fifty (150) days shall be forfeited. Absence days may be used for illness and/or disability including but not limited to pregnancy and childbirth.

If a teacher ends employment before the end of the school year and has used more absence days than one (1) per month, that teacher will pay back to the school district, sub's wages multiplied by the number of unearned days.

1. The Superintendent may, at his discretion, demand a doctor's statement if the teacher is absent two (2) consecutive days. The Board of Education will pay for the office call when the doctor's statement is demanded by the Superintendent.

2. In case of the funeral of a grandparent, the teacher shall have one (1) day off to attend the funeral. This does not count against absence days. An employee may obtain approval for more than one use of the provision of this section from the Superintendent, or in his absence, his assistant.
3. Teachers taking more than one consecutive prearranged absence day must receive prior approval by the building principal. Teachers will make every effort to notify the building principal at least five working days prior to the requested date of days off. The building principal reserves the right to limit the number of applications for any given day to three within a building. Prearranged absences immediately prior to or immediately after a vacation must be approved by the building principal.. Absences in excess of two (2) consecutive days that have not been pre-approved by the building principal will require a doctor's statement. In this case, said doctor's statement is the responsibility of the absent teacher.
4. Each teacher may use consecutive absence days, charged against his/her accumulated leave, for illness in the immediate family, with medical documentation.
5. Upon prior approval by the Superintendent, absence days may be used for conference days.
6. Four (4) days are allowed for a funeral in the event of the death of a member of the employee's immediate family: wife, husband, son or daughter, grandchild, father, mother, brother, sister, mother-in-law or father-in-law. The four (4) days of funeral leave granted hereunder will not be deducted from an employee's accumulated absence days. In the event of a multiple death an employee will be allowed an additional (4) days of funeral leave which may be taken either without pay or deducted from the employee's accumulated absence days.

Up to two (2) days are allowed for a funeral in the event of a death of a friend or distant relative. The two (2) days of funeral leave granted hereunder will be taken either without pay or deducted from the employee's accumulated absence days.
7. On whole or part days when school is not in session, except on those contractual days when teachers are required to be present, absence days requested by teacher shall not be charged against those leaves. This shall not be construed to mean that teachers are required to be present on those days when school is called off due to snow, ice or tornadoes.

B. Sick Leave Bank

1. The Board and Association will cooperate in the administration of a sick bank. All regularly employed teachers covered by this agreement shall participate.
2. A teacher, who is experiencing a "serious health condition", may draw days from the sick bank under the following two situations:
 - a. As a bridge to short or long term disability.
 - b. As a supplement to absence days when the treatment of the serious health condition may require the use of non-consecutive days. (This may only occur when the use of non-consecutive days does not directly impact student education.)
 - c. Sick Bank days are not intended for, nor will they be approved to cover elective surgery or maternity leave.

3. A “serious health condition” is defined as an illness, injury, impairment or physical mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider (DO, MD, Psychiatrist).
4. Each teacher shall contribute one (1) day each year of annual absence days toward a sick leave bank until the bank shall have accumulated 300 days. When the bank accumulates 300 days there shall be no further deduction from the individual teacher’s absence days until such time as the bank shall reach a level of 180 days. Upon reaching this level the above procedure shall again be followed. In no event shall the sick leave bank exceed an accumulation of more than 300 days.
5. The sick leave bank shall be administered by a three (3) member committee of teachers elected by the Morrice Education Association and one non-voting administrator appointed by the Board of Education.
6. The following criteria shall be followed to receive benefits from the sick leave bank:
 - a. To become eligible to receive benefits from the sick leave bank a teacher must have exhausted his/her accumulated absence days and personal leave days.
 - b. Five (5) consecutive work days must have transpired between the date of exhaustion of teachers’ sick leave and personal leave days and the date a person is eligible to receive benefits from the sick leave bank.
 - c. An applicant must provide, from his/her health care provider, documentation of a serious health condition that renders the teacher incapable of performing the functions of his/her job.
 - d. If, in the opinion of the committee administering the sick leave bank, the applicant meets the above criteria, and in the opinion of the committee is properly qualified, he shall receive additional sick leave days to a maximum of 45 school days. In no event will sick bank days carry over to a new school year.
 - e. Documentation must be provided on a bi-weekly schedule of on-going medical treatment.
 - f. If an applicant becomes eligible for other compensation, such as a disability pension, the sick leave bank benefits shall terminate on the date he/she becomes eligible for that compensation. It is the applicant’s responsibility to apply for compensation.
 - g. While a balance remains in the sick bank, days will be distributed on a daily basis to approved individuals until the sick bank days are expended.
7. In the event the sick leave bank is depleted in any given year, the Board shall make a loan of days to the bank to cover eligible illnesses for the remainder of that school year. The days shall be repaid to the sick leave bank at the beginning of the subsequent school year under the terms and conditions of Section B-4.
8. If a teacher is incapacitated, a member of his/her immediate family or person with power of attorney may apply for that teacher.
9. The provisions of this sick leave bank are not subject to the grievance procedure.

ARTICLE 9 - LEAVES OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period under Article VIII shall, upon request, be granted a leave of absence without pay upon receipt of a doctor's statement certifying illness for a period not to exceed one (1) year, renewable at the discretion of the Board.
- B. A teacher confined to his home by his physician because of mumps, scarlet fever, measles, chicken pox, whooping cough, ringworm, scabies, head lice or pink eye, shall not suffer loss of pay or be charged with sick leave, upon presentation of a physician's statement when the condition is present in the classroom.
- C. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given a leave of absence, without pay, for a period of not less than one (1) school semester, nor more than one (1) calendar year for the purpose of performing duties of the Association.
- D. Military leaves of absence shall be granted in accordance with Act #145, of 1943, as amended. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.
- E. All leaves of absence shall be in compliance with the Michigan Teacher Tenure Act.
- F. Teachers who shall, in performance of their Civic duty, become elected to any full-time governmental position shall, upon proper allocation, be given leave of absence without pay for a period of up to two (2) years. Teachers on such leave must, prior to March 1, preceding a new school year, notify the Board of Education that they intend to return to the school system.
- G. During each school year, the Association shall be allowed eight (8) days without pay to be used by teachers who are officers or agents of the Association. Such use is to be at the discretion of the Association. The Association agrees to notify the Board no less than five (5) days in advance of taking such leave.
- H. Teacher Exchange: Teachers who have been employed for seven (7) consecutive years by the Morrice Area Schools may be granted the opportunity to exchange positions with a similarly experienced teacher from another area school. This exchange should take place during the first semester so that when the teachers return to their home school, they can use the second semester to share with other staff members the knowledge and experience they have gained from the exchange.
- I. Beginning and ending dates of leave are to correspond as nearly as possible with the beginning or ending of school, a semester or marking period in order to maintain the teacher-student relationship as effectively as possible.
- J. A teacher on leave must notify the Board of his or her desire to return from such leave on or before April 1st for those who wish to return at the beginning of the next school year or at least sixty (60) school days prior to their return at other times of the year, unless physically or mentally unable to reply at that time.
- K. Pursuant to the Family and Medical Leave Act of 1993, a full-time employee who has been employed at least 12 months is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:
 - 1. due to the birth of the employee's child in order to care for the child;

2. due to the placement of a child with the employee for adoption or foster care;
3. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
4. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

ARTICLE 10 - OBSERVATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, or audiovisual systems and similar devices shall be strictly prohibited. Upon mutual agreement of the teacher being evaluated and the evaluating administrator, video tape equipment may be used. However, such recordings shall be for the exclusive use of the teacher and administrator and, upon completion of the evaluation, shall be erased or otherwise disposed of, unless otherwise agreed to by both parties.
- B. The teacher evaluation instrument shall be used by the administration for purposes of classroom evaluation of teachers as prescribed by Section G of this article. Changes on this form shall be worked out by a joint teacher-administrative evaluation committee as outlined in Section D of this article. It is expressly understood that the evaluation instrument shall attempt to measure in as objective a fashion as an instrument is able, the positive, neutral, and negative interaction of teacher and his pupils and the ability of the teacher to control the classroom variables in attempting to maximize the conditions that make an effective learning situation possible.
- C. The teacher will complete the evaluation form and, in conference with the principal, they will compare the evaluations. The evaluation going into the personnel file will be in duplicate and will show the principal's evaluation with any comment by the teacher noted on the form. A duplicate copy will go to the teacher. The conference between teacher and administrator will be held within ten (10) school days after observation, unless the teacher and the administrator mutually agree to a later time.
- D. The evaluation instrument shall be agreed upon by both the administration and the association.
- E. Each teacher shall have the right, upon request, to review the contents of his own personnel file, except personal references. A representative of the Association may be requested by the teacher to accompany the teacher in such review. All review must take place in the presence of a central office representative.
- F. No teacher shall be disciplined or reprimanded without just cause. Just cause shall not apply to the non-renewal of a probationary teacher.
- G. Formal classroom observations will be of at least twenty (20) minutes in duration.

Tenure teachers will be observed in compliance with state guidelines. Such observation shall take place no later than April 30.

At least two (2) observations will be made of non-tenure teachers each year.

The first formal observation shall be made no later than November 15. The second formal observation shall be made no later than April 15.

- H. In evaluating job performance, the employee's entire employment record will be considered including: job knowledge, criteria on evaluation form, cooperation, attendance, tardiness, ability to work with others, and other related performance factors. The performance evaluation will be reviewed with the employee and the principal.

The Board, in its consideration of retention of probationary teachers, the granting or withholding of tenure, or proceeding against a tenured or non-tenured teacher should adhere to the following procedures with the teacher in question. The Board, or its designated representative, shall:

1. Notify the teacher of observed inadequacies of his/her duties via the observation process outlined in Section G.
2. Make clear, written directions to the teacher that he/she must improve and give the teacher written confirmation of the consequences for failure to do so.
3. Develop an Individualized Development Plan (IDP) in consultation with the teacher and provide an opportunity for the teacher to make improvement.
4. Provide assistance from administrators and school district resources for the purpose of aiding the teacher in acquiring the desired improvement.

ARTICLE 11 - PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when the students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students, nor to be charged with the responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take steps as deemed appropriate to see that such services are provided. The Board reserves the right to determine standards for emotionally disturbed students.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board, after it determines in its sole discretion that the teacher has been acting within the scope of its policies, will provide legal counsel to advise the teacher of his rights and obligations with respect to such assaults and shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. The Board shall pay the teacher for time lost in connection with incidents mentioned in Article XI, Section B, when it determines the teacher had been acting within the scope of its policies, without the necessity of charging same against sick leave.
- D. In cases where damages occur to property of teachers while they are involved in school functions, the Board or its agent will assist the teacher in locating the responsible parties, and where students are involved, will, through discipline, attempt to help the teacher gain reimbursement for a fair amount in damages.

ARTICLE 12 - NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual consent of the parties hereto. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. Negotiations for a new master agreement may be initiated either by resolution of the Board of Education or by the Association. If negotiations are reopened, said negotiations shall commence no later than the first teacher working day in May prior to the school year for which the master contract is being negotiated.
- C. In any negotiations described in this Article, neither party shall have control over the selection of the negotiation or bargaining representatives of the other party, and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association.
- D. If the parties fail to reach an agreement in any such negotiations, either party may involve the mediation machinery of the Michigan Employment Relations Commission.

ARTICLE 13 - PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1. The termination of services of or failure to re-employ any probationary teacher.
 - 2. The placing of a non-tenure teacher on a third year of probation.
 - 3. No grievance on an adverse evaluation.
 - 4. Original appointments to extracurricular activities. Failure to re-appoint a teacher to an extracurricular activity shall only be subject up to and including step three of the grievance procedure, and not the binding arbitration provision of this article.
 - 5. If a tenured teacher is demoted or discharged in a matter covered by the Tenure Act, the teacher may elect to follow the procedures of either the grievance process or the Tenure Act, but not both. In such case, after the teacher is advised of his/her tenure rights, should such teacher file action under the Tenure Act, he/she shall have no further right to pursue relief under the grievance procedure in that matter and any grievance protesting the matter shall not be further processed and shall become a nullity.
- B. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant and inform the Superintendent of their names within two (2) weeks after school commences. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" herein shall mean days in which school is in session except during the summer recess when the term "days" herein shall mean weekdays, Monday through Friday.

D. Written grievances as required shall be on the grievance form (Appendix B) and shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall contain a synopsis of the facts giving rise to the alleged violation.
3. It shall cite the Section or subsections of this contract alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

Any written grievance shall be in accordance with the above requirements. If the grievant fails to meet the above requirements, he may be asked to resubmit his written grievance within five (5) days of its original submission. The time limits hereinafter set forth shall commence on the date of re-submission. The grievant shall thereafter be bound by the extended time limits and any re-submission shall be subject to the above requirements. In cases where Level One and/or Two cannot, by nature of the matter, offer a remedy, the grievance, at the request of the grievant may begin at the level where a remedy can be made.

E. LEVEL ONE - A teacher with a complaint shall discuss it within ten (10) days of the occurrence with his/her Principal in an attempt to reach a satisfactory solution. Within four (4) days after presentation of the complaint, the Principal shall give his/her answer orally to the employee.

If the teacher is not satisfied with the disposition of his/her complaint, he/she may, within the next seven (7) days, file a written grievance and arrange for a meeting of himself and his Association representative with the Principal to again seek a satisfactory solution. Within seven (7) days from receipt of the grievance by the Principal, he/she shall render a decision in writing to the grievant.

F. LEVEL TWO - If the teacher is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within seven (7) days after presentation of the grievance, he/she may file the grievance, with the endorsement of the Association, within seven (7) days with the Superintendent. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the Building Principal in which the grievance arose, and place a copy of same in a permanent file in his/her office.

G. LEVEL THREE - If the teacher is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) days of the discussion, he/she may file the grievance, with the endorsement of the Association, within seven (7) days with the President of the Board of Education. The Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon, may designate one or more of its members to hold future hearings thereon, or otherwise investigate the grievance, provided, however, that in no event except with the express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant and the Secretary of the Association.

H. LEVEL FOUR - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules, except each party shall have the right to preemptively strike not more than three (3) from the list of arbitrators.
 2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
 3. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.
 4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this Agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question the reasonableness of Board policy, nor modify assignments of extra duties for pay as outlined in Article IV, Section F. If any grievance award shall include back pay, his award shall not extend more than thirty (30) days prior to the date of the Level One conference.
 5. Grievances of similar nature may not be considered in the same grievance except upon express written mutual consent.
 6. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.
- I. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred. If the Board representative fails to timely respond to a grievance, the grievance may be processed on to the next level.
 - J. The Association shall be able to file a grievance under the grievance procedure providing a majority of the Association membership agrees.
 - K. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations, unless otherwise requested by the administrative representative.

ARTICLE 14 - MISCELLANEOUS

- A. Teachers shall be informed of a telephone number they must call by no later than 6:15 a.m., except in the case of an emergency, for the day of the absence to report unavailability for work. Once a teacher has reported unavailability, the automated sub-calling system, and then the administration, shall arrange for a substitute teacher. This section also pertains to part-time people.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts hereinafter in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement.

- C. Within thirty (30) days after ratification, complete copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. In addition, five (5) copies of this Agreement shall be furnished to the Association for its use.

ARTICLE 15 - MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

- A. Each bargaining unit member shall, as a condition of employment:
1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association/Union, or;
 2. Pay a Service Fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to the policy. The Service Fee shall be a legally permissible amount and not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures". That Policy and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

- B. In the event of any action against the Board brought in a court or administrative agency because of its compliance with Article XV of this Agreement, the Association agrees that with respect to any action required to be defended pursuant to this Article, it shall indemnify and hold harmless the Board and its individual members and designated agents from any liability for damages and costs, including the costs and expenses of the Board's attorney, imposed by a judgment of a court or administrative agency which is executed and which results from the Board's compliance with Article XV.

The Board and Association shall cooperate in securing and giving evidence, making witnesses who are employees of this district available for testimony in the court or administrative agency, and making relevant information available at both lower court and appellate levels.

Board counsel in any such action shall be selected with the approval of the Association.

- C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may assign and deliver to the employer an assignment authorizing deduction of dues, assessments, and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws, and Administrative Procedures. Pursuant to such authorization, the employer shall deduct one-tenth of such dues, assessments, and

contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning September and ending in June of each year.

Due to the certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- D. When authorized in writing by the teacher, the Board shall deduct from the salary of said teacher and make appropriate remittances for United Fund, Credit Union, and annuities. The annuities program will be limited to three (3) carriers jointly agreed upon by the Board of Education and the Association. The Board will not be held responsible for losses when they have made the appropriate remittances.

ARTICLE 16 - 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 this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- B. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall:
 - 1. make sure the employee is aware of the rule.
 - 2. upon further infraction, talk to the employee and provide a verbal reprimand followed by a written synopsis given to the teacher and placed in the teacher's file that describes the alleged delinquencies, indicates expected correction, and indicates a reasonable period for correction.
 - 3. upon further infraction, provide a written reprimand and outline the steps of progressive discipline.
 - 4. upon further infraction, document the infraction and move down the line of progressive discipline as described in step 3.

Alleged breaches of discipline shall be timely reported to the offending teacher before discipline is imposed, and with the consent of the teacher reported to the Association. The Association will use its best efforts to assist in correcting breaches of professional behavior by any teacher, and, in appropriate cases, may institute proceedings against the offending teacher.

- C. A teacher shall at all times be entitled to have present a building representative of the Association when he is being reprimanded, warned, or disciplined, for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, in no case longer than forty-eight (48) hours or two (2) school days, whichever is longer. If the building representative is involved or not available, the teacher may request another representative.
- D. Teachers having non-educational business with another teacher shall conduct that business during times other than their scheduled classes.
- E. All communications between the school district and the Association will be directed to the Superintendent of Schools or the Association President. Copies of such correspondence may be sent to anyone at the discretion of the Association President or the Superintendent.

ARTICLE 17 - HEALTH INSURANCE

- A. For the 2006-2007 school year, the BOE shall provide upon proper application, without cost to the bargaining unit member, the following: MESSA-PAK Plan A/Choices2 PPO for the full twelve (12) month period commencing September 1 and ending August 31 for the bargaining unit member and his/her eligible dependents as defined by MESSA. The Plan will include such benefits as Long Term Disability - 60%, \$5,000 Max., 90 Calendar Days, Pre-Existing Condition Waiver, Freeze on Offsets, 2-year Limitation - Alcoholism/Drug, 2-year Limitation - Mental/Nervous, 6-Month Survivor Income Benefit, 10% minimum Payout Benefit, Primary Social Security Offset; Negotiated \$26,000 Life with AD & D, Vision VSP-2, Dental 75/50/75:\$750. The employer shall sign an employer participation agreement. In addition to MESSA-PAK, the employer will provide without cost to the bargaining unit member health coverage for sponsored dependents as defined by MESSA for the full twelve (12) month period.

For the 2007-2008 school year, the BOE will pay a maximum of 7% of the increase in MESSA premiums. For any increase above 7% the salary increase will be reduced by .25% for each 1% increase in MESSA.

Bargaining unit members not electing MESSA-PAK Plan A, upon proper application, will elect MESSA-PAK Plan B (Long Term Disability same as above; Negotiated Life \$26,000 with AD & D, Vision VSP-2, Dental 75/50/75:\$750).

The Board will pay \$150.00 per month to be applied to MESSA optional benefits for the full twelve (12) month period commencing September 1 and ending August 31. Such optional benefits shall consist of:

1. Short term/long term disability
2. Term life insurance
3. Survivor life insurance
4. Dependent life insurance
5. Hospital indemnity
6. Tax annuity as described in Article XV, Section D
7. cash in lieu of above benefits

In the event that five (5) teachers choose Plan B, the district will pay said teachers \$400.00 per month; with six (6) teachers, the BOE will pay \$450.00 per month; and with seven (7) teachers, the BOE will pay \$500.00 per month to each teacher choosing Plan B.

- B. Regular part-time teachers will receive salary and fringe benefits in this Agreement on an equal ratio basis to that of a full-time teacher, except where specifically stated otherwise.
- C. Teachers who become medically disabled shall receive Board paid fringe benefits beyond the period compensated under Article VIII, A, for such time as provided herein. Teachers employed one hundred thirty-five (135) days or more shall receive Board paid fringe benefits for the full twelve (12) month period. Teachers employed ninety (90) to one hundred thirty-four (134) days shall receive Board paid fringe benefits for two (2) months following the month in which their sick leave is exhausted.
- Teachers employed forty-five (45) to eighty-nine (89) days shall receive Board paid fringe benefits for one (1) month following the month in which their sick leave is exhausted. If there is a dispute over the claimed disability, then Article VIII, A (Sick Leave), subparagraph (1) shall apply.
- D. Both Employees - If a husband and wife are both employed by the Morrice Area Schools, only one (1) will be eligible for coverage as the primary insured, the other as a dependent.

- E. Leave of Absence - Teachers, at their option, may continue their health insurance coverage at the employee's expense while on an approved leave of absence, twelve (12) months, cash pay basis.

(The coverage under this Article is subject to the underwriting rules and limitations of the carrier.)

ARTICLE 18 - LAYOFF AND RECALL

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and/or staff and that the procedures set forth in the Article shall be used in laying off personnel.

The parties recognize that it is the goal of this procedure to effect the layoff of the least senior teachers possible with the fewest possible involuntary transfers. All interpretations of the process set forth in this Article should be made with this goal preeminent.

- A. In order to promote an orderly reduction in personnel when the educational program, curriculum and/or staff is curtailed, the following procedure will be used:
1. Probationary teachers shall be laid off first in reverse order of seniority. Probationary teachers may only be retained if there is no tenured teacher certified and qualified available (or who can be made available through involuntary transfer) to perform the duties of the position the probationary teacher is vacating.
 2. If, after all possible probationary teachers have been laid off, it is still necessary to further reduce the staff, the Board shall lay off the most junior tenured teacher (or teachers) possible, reassigning (transferring) teachers to the extent necessary to accomplish same, remaining consistent, however, with the remaining terms of this Article, specifically, but not exclusively, the provisions setting forth the qualifications of teachers.
 3. For the purposes of this Article, a teacher is qualified if he or she meets the standards established by current law.
- B. Seniority within the bargaining unit is defined as the length of continuous service with the Board. Continuous service shall be measured from the teacher's most recent date of hire. In circumstances in which more than one (1) individual begins employment on the same date, all individuals so affected will participate in a drawing to determine placement on the seniority list.
- C.
1. Seniority rights of teachers shall cease for any of the following reasons:
 - a. Voluntary resignation
 - b. Retirement
 - c. Termination which is not reversed
 - d. Failure to accept recall from layoff
 2. Seniority shall accrue for teachers on various forms of paid leave of absence as determined by this Agreement. Teachers on unpaid leaves of absence shall not accrue seniority, except as otherwise provided herein (subsection F.2.), but shall not lose credit for previous years of service.
 3. Teachers placed on layoff shall not lose status or credit for previous years of service, but seniority shall not accrue during said layoff.
- D. Probationary teachers who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, teachers who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are then presently certified and qualified to perform the work to which they are recalled. A probationary teacher not recalled within two (2) years after the date of

his/her layoff shall lose his/her right to recall. Tenured teachers who are laid off pursuant to this Article shall be placed on a recall list and shall be recalled in the inverse order of their layoff, provided they are then presently certified and qualified to perform the work to which they are recalled. Recall rights of tenured teachers shall be limited to three (3) years after the date of layoff at which time they shall lose their right to recall. Failure of a tenured teacher to return to the employ of the Board upon recall for any reason other than being then under contract to another Michigan Board of Education, shall result in loss of all further right to recall. Any tenured teacher who declines recall by reason of being then under contract to another Michigan Board of Education shall be notified of recall to the position (if it is kept active) for the succeeding school year. Then if the recalled teacher declines to return, he/she shall be deleted from the recall list and considered as a voluntary quit.

- E. All teachers subject to layoff at the conclusion of a school year shall not lose fringe benefits or salary over the summer months afforded then under the terms of this Agreement.
- F. In the event of a necessary reduction in staff, the Board shall grant leaves for teachers not affected by the layoff up to one (1) year irrespective of the employee's position on the seniority list. However, the Board shall not be required to grant such leaves if the granting of same would not result in the prevention of a layoff.
 - 1. Upon return from leave, the teacher shall be returned to his/her original position or a substantially equivalent one if bargaining unit seniority permits re-employment.
 - 2. Teachers granted leaves under this section continue to accrue seniority in the bargaining unit.
- G. A laid off teacher may continue his/her fringe benefits by paying monthly the normal per subscriber group rate premium for such benefit, subject to the underwriting rules and limitations of the carrier.
- H. Notice of recall shall be sent by certified or registered mail with a return receipt requested to the employee's last known address as shown on the employer's records, and it shall be the obligation of the employee to provide the employer with a current address and telephone number. A recalled employee shall give notice of his/her intent to return to work within ten (10) working days of receipt of written offer of a position. Failure to notify the District shall be considered a voluntary quit and shall terminate the Board's obligation to the teacher.

ARTICLE 19 - RETIREMENT

The Board of Education will pay the required employer contribution to Michigan Public School Employee Retirement System.

ARTICLE 20 - LONGEVITY

A teacher with thirteen (13) years of teaching experience shall receive an annual longevity payment of four percent (4%) of his/her regular salary at Step 10, beginning the fourteenth (14th) year. This amount shall be increased to eight percent (8%) of his/her regular salary at Step 10 beginning the sixteenth (16th) year. This amount shall be increased to twelve percent (12%) of his/her regular salary at Step 10 beginning the twentieth (20th) year of teaching experience in the Morrice School District. Said payment shall become a part of the teacher's salary, and shall be pursuant to Article IV, Paragraph A.

ARTICLE 21 - MENTORING

Position Statement on New Teacher Induction/Teacher Mentoring

The Morrice Area Schools believes that the New Teacher Induction/Teacher Mentoring process is a cooperative arrangement between peers in which new members of the teaching profession are provided ongoing assistance and support by one or more skilled and experienced teachers. This relationship should be collegial in nature, and all experiences should be directed toward the development and refinement of the knowledge, skills and dispositions necessary for effective learning. This process is expected to be mutually beneficial for all parties involved and to result in improved instructional practice and professional performance.

Mentor Teachers. Section 1526, PA 335 (1993), establishes a new teacher induction and teacher mentoring process. It requires:

For the first three years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches to one or more master teachers, or college professors, or retired master teachers, who shall act as a mentor or mentors to the teacher. During the 3-year period, the teacher shall also receive intensive professional development induction into teaching, based on a professional development plan that is consistent with the requirements of Section 3.a. of Article II of [the Teacher Tenure Act], including classroom management and instructional delivery. During the 3-year period, the intensive professional development induction into teaching shall consist of at least 15 days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors.

As state law mandates a mentor teacher for three (3) years for the purpose of assisting, informing and coaching probationary teachers in the rights, responsibilities and ethics of the teaching profession, the Morrice Board of Education and the Morrice Education Association agree to work together in the selection and appointment process using the following guidelines:

- A. Qualified teachers will submit their intentions to become mentor teachers by June 1st of each school year. Anyone applying will remain on the list until he/she requests removal.
- B. A selection committee will be formed in each building with the following responsibilities:
 1. establish criteria for the selection and the process
 2. make appropriate selection
 3. act via consensus
- C. The selection committee will be comprised of the principal, mentee, and Morrice Education Association members. The principal will act as facilitator.
- D. In the selection process the following guidelines will be applicable:
 1. A mentor teacher is an experienced educator, and, as part of his/her assignment, has agreed to accept the role of providing professional support, instruction, and guidance to beginning teacher/mentee, in the same or similar field of practice or certification.
 2. A mentor may be a teacher presently on staff or a retired staff member with the required experience.
 3. General criteria in selection will include:
 - a. tenure (if not retired)
 - b. minimum of five (5) years teaching experience with three (3) years of those in

Morrice Area Schools

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

E. Regarding appointment, the following will apply:

1. All appointments as mentor teacher will be voluntary.
2. Appointments will be for three (3) years unless either mentor or mentee requests a change through the building principal. The selection committee will meet to select the replacement.
3. Mentor teachers will have no involvement in the evaluation process and the relationship will be collaborative and confidential.
4. A mentor teacher may advise up to two (2) probationary teachers if desired.
5. The administration shall make available reasonable release time so the mentor teacher may work with the probationary mentee in his/her assignment during the work day. Suggested release time shall be up to one half-day per month for the first year, up to one half-day every other month in the second year, and up to one half-day every three months in the third year. Mentor and assigned mentee will not have concurrent release times.
6. The mentor shall receive mentor training and participate in experiences which prepare him/her for his/her role and responsibilities. Such training will be at district expense.
7. The probationary teacher shall attend fifteen (15) days of professional development during the first three years of his/her employment as a classroom teacher, guidance counselor, or a librarian. A probationary teacher may attend optional in-service training during times when school is not in session in order to limit the time that the new teacher is out of the classroom.
8. Experienced teachers (those with at least two (2) years of prior teaching experience) who are new to the District shall receive only one year of mentoring unless additional years are requested by the Administration.

F. Guidelines: Probationary Teacher Mentoring

The mentor teacher and probationary teacher shall also meet at times beyond the normal work day to establish a collaborative relationship. During the first year, the mentor and mentee shall meet at least once a week. During the second and third years, the mentor and mentee shall meet at least once every two weeks.

Mentors and mentees shall work together to set at least three goals. Suggested areas could include academics, professional development, behavior management, and communications. A list of these goals shall be submitted to the principal by the end of October and reviewed at the end of the school year.

Both mentor and mentee will submit to the building principal by the end of each semester a written synopsis of progress toward goals and a log of meetings. Mentor reimbursement shall be based on submission of the mentor's synopsis and log.

G. Mentor Teacher Compensation

The honorarium for mentor teacher assignments will be \$1,000 per probationary teacher, for the first year, with one-half to be paid at the end of the first semester and the balance to be paid at the end of the school year. Honorarium for the second and third years will be \$600.00 per year.

ARTICLE 22 - DURATION

The Agreement shall be effective as of July 1, 2006, and shall continue in effect until the 30th of June, 2008. (Reopen for calendar for 2007-2008) If the voters of the State of Michigan pass the ballot proposal guaranteeing school funding, the parties agree to extend the Master Agreement for an additional year (2008-2009) and agree to limit their discussion to wages, benefits, and calendar.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this ____ day of _____, 2004.

BOARD OF EDUCATION
MORRICE AREA SCHOOLS

SHIAWASSEE COUNTY EDUCATION
ASSOCIATION AND ITS AFFILIATE
MORRICE SCHOOLS EDUCATION
ASSOCIATION:

APPENDIX A

SITES

LETTER OF AGREEMENT

SHIAWASSEE INTERACTIVE TELECOMMUNICATIONS EDUCATIONAL SYSTEM (SITES)

The parties agree to follow the Shiawassee RESD Operating Guidelines set forth below.

SITES OPERATING GUIDELINES

A. Purpose and Participation

1. The Shiawassee Interactive Telecommunications Educational System (SITES) is an electronic educational network designed to provide an alternative means of instructional delivery for use by participating districts.

B. Staffing

1. Assignments to telecommunications classes shall be made by the originating site on a yearly basis and shall be voluntary when possible. Such positions shall be filled on the basis of certification in the subject area.
2. At remote sites, the constituent district agrees to provide appropriate classroom supervision by a school employee. Any remote site supervising personnel will be responsible for the behavioral supervision of remote site students. If teachers are assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be assigned to supervise remote site students during the teacher's preparation period or during the time he/she is performing his/her regularly assigned duties.
3. In all cases, teaching staff assigned to telecommunications classes shall be considered an employee of the originating site district in which he/she is employed, subject to the district's master contract and/or policies. Such teachers shall have no contractual rights in other originating site districts or remote site districts.

C. Definitions

1. **Teleinstructional teaching assignment and telecommunications class** are used interchangeably and refer to teaching K-12 students in an originating site district during the regular K-12 day via the SITES system where the assignment contains one or more sections of teleinstructional teaching responsibilities.
2. **Teacher** shall refer to an individual assigned to teleinstructional teaching assignment in an originating site district.
3. **Regular K-12 instructional day** shall refer to the daytime K-12 teaching staff workday in a particular district as determined by the master agreement.
4. **Originating site district** shall refer to a district in which teleinstructional teaching assignments are located and which transmits K-12 instruction to remote site districts during the regular K-12 instructional day.

5. **Remote site district** shall refer to a district in which SITES programs are received during the regular K-12 instructional day.
6. **SITES** shall refer to the Shiawassee Interactive Telecommunications Educational System.
7. **District** shall refer to any district which is a member of the SITES Consortium.
8. **SITES governing council** shall refer to the representative council of delegates from participating districts.

D. Responsibilities of Originating and Remote Site Districts and Staff

1. The telecommunications class teacher will be responsible for the course content, material selection, instruction, testing and evaluation of the students at the originating site and at all remote sites consistent with the policies and procedures of the originating site district. Teachers assigned to telecommunications classes shall not be primarily responsible for maintaining classroom discipline at remote sites. Such teachers will cooperate with and provide necessary assistance to staff assigned to supervise remote site district classrooms.
2. Originating site districts will be responsible for establishing the necessary procedures to accommodate the transport of documents, homework, class work, tests and other classroom materials.

E. Working Conditions, Class Size and Teacher Evaluation

1. The purpose of SITES is to provide quality, cooperative academic programming in order to enrich educational opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including students at the originating site and those at remote sites, should not exceed twenty-four (24) students per teacher, per class hour.
2. Each additional class period beyond the regular instructional day shall be compensated according to the local master contract of each constituent district or established practice.
3. During the first semester of a semester course or school year of a full-year course that a teacher is assigned to teach class via SITES, he/she will be provided with a daily additional preparation period. During the SITES teaching assignment, the instructor will be expected to provide instruction from each remote site. Arrangements will be made between the teachers and building principals of the originating site. It is understood that the preparation time set forth herein shall be in addition to the normal preparation time provided under the local collective bargaining agreement. It is further understood that such preparation periods shall be of the same length, per period, as provided under the local master contract.
4. The number of different class preparations of any teacher acting as a presenter of a telecommunications class shall be subject to the local master contract of each constituent district. Each different telecommunications class taught shall count as one (1) preparation.
5. Teachers who, from time to time, may be required to use their personal auto to travel between sites or to training or to other meetings regarding SITES shall be reimbursed for their mileage at the maximum rate allowed by the district's local master contract or board policy.
6. The evaluation of teachers in teleinstructional teaching assignments shall be subject to the evaluation procedures contained in the originating site's master contract.

F. Training

1. Teachers who will be presenting telecommunications classes, as well as teachers and/or others who will be monitoring students at remote sites, will be provided with initial and ongoing training in using telecommunications as an alternative educational delivery system. When training occurs outside normal/working hours, teachers who are present at initial and on-going training in the presentation of telecommunication classes or other related matters regarding SITES shall be compensated at the per diem of the originating district master agreement substitute rate.

G. SITES Equipment and Use

1. The district shall be responsible for the repair and maintenance of telecommunications equipment. While teachers will not be held primarily responsible for the set-up or dismantling of equipment, teachers will be responsible for routine daily procedures necessary to activate and operate the system.
2. The use of the system is controlled and regulated by the SITES governing council.
3. Requests for use of the system will be directed to the SITES governing council. Fees may be assessed for the use of the system.

H. Broadcast and Rebroadcast

1. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in a section of that telecommunications class or for in-service(ing) of existing staff.
2. It is understood that video tapes of a telecommunications class are the property of the originating site district. A telecommunications class may be televised live, or via videotape, for purposes other than those referred to above by mutual consent of the teacher and the originating site district.

APPENDIX B

Teacher Grievance Form

Grievance # _____ / _____ -
(school year)

Grievant(s): _____

Building: _____ Assignment: _____

Date of alleged violation: _____

Level One
(Principal)

Date initial discussion was held with Principal: _____
(must be within 10 days of violation)

Date of Principal's verbal response: _____
(must be within 4 days of discussion)

Date received in writing by Principal: _____
(must be within 7 days of Principal's verbal response)

Principal's Signature

Description of alleged violation:

Contract provision(s) alleged to be violated:

Relief sought:

Signature of Grievant(s)

Date: _____

Date of meeting with Principal: _____

Disposition of grievance by Principal:
(must be within 7 days of receipt)

Signature of Principal

Date: _____

Received by Grievant
or Association: _____
Signature of Grievant or
Association Representative

Date: _____

Level Two
(Superintendent)

Received by Superintendent: _____
(must be within 7 day Principal's disposition)

Signature of Superintendent

Date: _____

Association position: _____ Endorse _____ Do Not Endorse

Association Representative

Date: _____

Date of meeting: _____
(must be within 5 days of receipt by Superintendent)

Disposition by Superintendent:
(must be within 5 days of meeting)

Signature of Superintendent

Date: _____

Received by Grievant
or Association: _____
Signature of Grievant or
Association Representative

Date: _____

Level Three
(Board of Education)

Received by Board: _____
(must be within 7 days of Superintendent's disposition)

Signature of Board
President or Secretary

Date: _____

Date of Board meeting: _____

Disposition by Board:
(must be within one month of meeting)

Signature of Board President
or Secretary

Date: _____

Received by Grievant
or Association: _____
Signature of Grievant or
Association Representative

Date: _____

Level Four
(Arbitration)

Date demand for arbitration
by Association received
by Superintendent: _____
(must be within 10 days of
Signature of Superintendent
Board's disposition)

Date: _____

Schedule A					
2006-07					
		BA	BA+20	MA	MA+30
Step	1	32,500	34,239	35,978	37,716
Step	2	34,970	36,709	38,448	40,186
Step	3	37,440	39,179	40,918	42,656
Step	4	39,910	41,649	43,388	45,126
Step	5	42,380	44,119	45,858	47,596
Step	6	44,850	46,589	48,328	50,066
Step	7	47,320	49,059	50,798	52,536
Step	8		51,529	53,268	55,006
Step	9		53,999	55,738	57,476
Step	10		56,469	58,208	59,946
Step	4%		58,728	60,536	62,344
Step	8%		60,986	62,864	64,742
Step	12%		63,245	65,192	67,140

2007-08					
		BA	BA+20	MA	MA+30
Step	1	33,443	35,232	37,021	38,811
Step	2	35,985	37,774	39,563	41,352
Step	3	38,526	40,316	42,105	43,894
Step	4	41,068	42,857	44,646	46,436
Step	5	43,610	45,399	47,188	48,977
Step	6	46,151	47,941	49,730	51,519
Step	7	48,693	50,482	52,271	54,061
Step	8		53,024	54,813	56,602
Step	9		55,566	57,355	59,144
Step	10		58,107	59,896	61,686
Step	4%	14th yr	60,432	62,292	64,153
Step	8%	16th yr	62,756	64,688	66,620
Step	12%	*20th yr at Morrice	65,080	67,084	69,088

**2006 – 2007
Morrice Area Schools Calendar**

August 28 – 30	Professional Development Day – No Students
August 31	Teacher Work Day – No Students
September 1 – 4	Labor Day Break – No School
September 5	First Day of School - ½ Day for Students; ½ Day Teacher Work Day
November 2 & 3 Day	Cumulative Tests - ½ Day for Students; ½ Day Teacher Work

End of Marking Period

November 9	Parent Teacher Conferences – ½ Day for Students
November 10	No School
November 23 & 24	Thanksgiving Break – No Students
December 20	Beginning of Holiday Break – ½ Day of School
December 21 – January 3	Holiday Break – No School
January 4	School Resumes
January 11 & 12	Final Exams – ½ Day for Students; ½ Day Teacher Work Day

End of Semester

January 15	Professional Development – No Students
February 15	Parent Teacher Conferences – ½ Day for Students
February 16 – 19	Mid-Winter Break – No School
March 15 & 16	Cumulative Tests – ½ Day for Students; ½ Day Teacher Work Day

End of Marking Period

April 2 – 6	Spring Break – No School
April 26	Professional Development – No Students
May 18	Last Day for Seniors
May 24	High School Graduation – 7:00 pm
May 24 & 25	Final Exams – ½ Day for Students; ½ Day Teacher Work Day

End of Semester

**Projected Last Day of School for Students

**PLEASE NOTE: If state mandated instructional hours are lost due to unforeseen weather or other problems, then days will be added to the end of the school year.

Secondary School Day: 7:45 am – 2:55 pm
pm
Half day schedule: 7:45 am – 11:00 am
am

Elementary School Day: 7:50am – 3:10
Half Day Schedule: 7:50 am – 10:50

Parent Teacher Conferences:

Secondary:

Nov. 9 and Feb. 15; 1:00 – 4:00 pm and 5:30 – 8:00 pm
announced

Elementary:

Nov. 9 and Feb. 15; Times to be

State Assessments:

Elementary and Middle School MEAPs (2-9)
High School Michigan Merit Exam (MME)
ACT – March 13th (Retest March 27th)
WorkKeys – March 14th (Retest March 28th)

October 9 - 27
March 14 – April 4

<u>Days Per Marking Period:</u>	1 st – 44	2 nd – 37	3 rd – 42	4 th – 44
<u>Semester Totals:</u>	1 st – 81	2 nd – 86		