

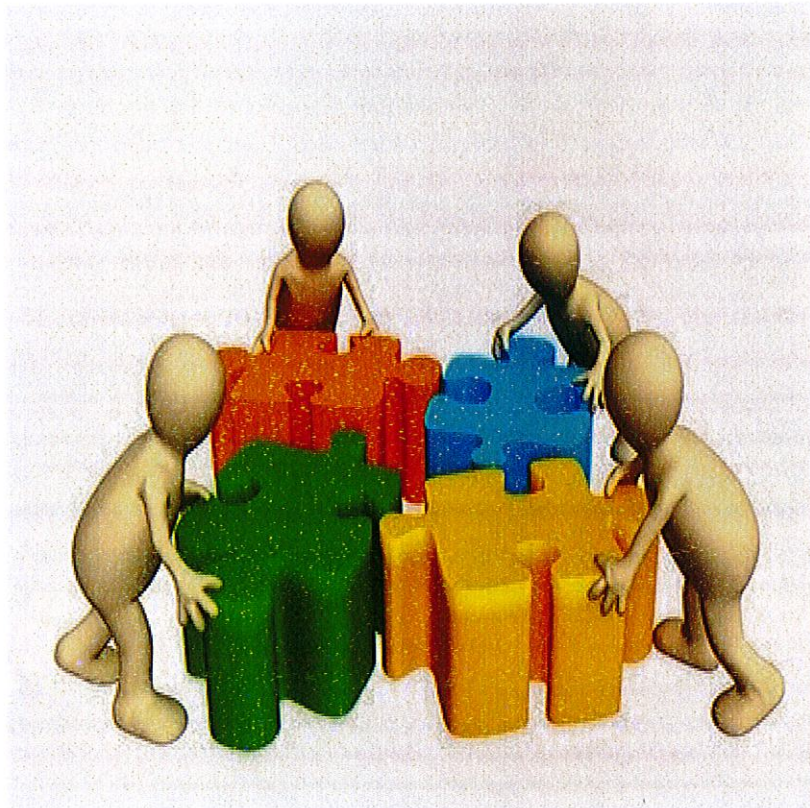
# MASTER AGREEMENT

between the

Mt. Morris Alternative Education Association

and the

Mt. Morris Board of Education



**2020-2021**

## Table of Contents

		<u>Page</u>
Article I	Recognition	3
Article II	Management Rights	3
Article III	Association And Teacher Rights	4
Article IV	Continuity Of Operations	5
Article V	Grievance Procedure	5
Article VI	Illness Or Disability	8
Article VII	Professional, Personal And Association Leave	11
Article VIII	Work Time	13
Article IX	Compensation	13
Article X	Insurance Protection	13
Article XI	Teaching Conditions	14
Article XII	Protection Of Teachers And Student Discipline	14
Article XIII	Seniority	15
Article XIV	Video Surveillance	16
Article XV	Miscellaneous	16
Article XVI	Negotiations Procedures	17
Article XVII	Duration	17
Appendix A	Salary Schedule	18
Appendix B	Degree Advancement Salary Change	19

This Agreement entered into this 15<sup>th</sup> day of July, 2020 by and between the Mt. Morris Alternative Education Association (MMAEA), 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 signatures shall be the sole parties to this Agreement.

**WITNESSETH**

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's hereby agreed as follows:

**ARTICLE I**  
**RECOGNITION**

The Board of Education recognizes the MMAEA/MEA and NEA as the sole and exclusive bargaining representative for all certified classroom teachers or professional personnel related to classroom instruction at GENESEE VALLEY REGIONAL CENTER (GVRC) and GED TEACHERS excluding Community Education and on-line teachers and all others.

The Board hereby recognizes the contract, on layoff, leave of absence, and those substitutes who work in excess of ninety (90) consecutive days in the same position. This excludes all administrative or supervisory personnel, directors, program coordinators. The term "Teacher," when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the bargaining unit 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 this Agreement.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

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 III**  
**ASSOCIATION AND TEACHER RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every teacher 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. 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 proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. 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.
- C. Duly authorized representatives of the MEA 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.
- D. 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.
- E. The Association shall have the right to post notices of activities and matters of Association concern in each Mt. Morris Consolidated Schools school building only. Email, instant messenger, and a teacher bulletin board may be used during non-instructional time for this purpose. The Association may use the District mail service and teacher mailboxes for communication to teachers. Each posting will have the signature of the association president or association representative and a signed copy will be provided to administration.
- F. 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, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers in the bargaining unit, 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, together with information which may be necessary for the Association to process any grievance or complaint.
- G. 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.
- H. The Board shall notify the MMAEA PRESIDENT of any and all new hires within 15 days of their hire date.

- I. 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.

**ARTICLE IV**  
**CONTINUITY OF OPERATIONS**

The Union specifically agrees it will not sanction or condone a strike, picketing, patrolling, or other curtailment of work or refusal to come to work in sympathy with any other Union or organization directed at this Employer, and further agrees that any employee participating in any action prohibited by this section shall be conclusively presumed to be engaged in an illegal work stoppage in violation of this article, and law.

- A. Nothing in this article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented, due to conditions not within the control of the school district. When schools are closed to students due to the above conditions, teachers shall not be required to report for duty.
- B. Inclement Weather – Employees of GVRC and the GCJ GED program shall suffer no loss of pay for the first four (4) days that the entire district is closed for inclement weather or Act of God days, and are not required to report to work. Employees reporting to work on said days shall be provided with an additional personal day off to be scheduled by mutual agreement between the employee and his/her immediate supervisor. In the event that the Superintendent is informed of a weather-related State of Emergency and closes Central Administration, GVRC and GCJ GED program shall suffer no loss of pay and are not required to report to work.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**A. DEFINITION**

1. A grievance under this agreement is written dispute, claim or complaint arising under and during the term of this Agreement filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed within seven (7) working days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

2. The term "teacher" may include any individual or group of teachers who are certified and who are members of the bargaining unit.
3. The term "days" when used in this section shall be Monday through Friday, except holidays.

**B. 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.

**C. STRUCTURE**

1. There shall be an Association Representative for each program to be selected in a manner determined by the Association.
2. The Program Coordinator shall be the administrative representative when the particular grievance arises in the building.
3. The Board hereby designates as its representative the Superintendent or designee when the particular grievance arises in more than one building.

**D. PROCEDURE**

**LEVEL ONE**

Any employee having a complaint will first take up the matter with the employee's immediate supervisor.

If no satisfactory answer or disposition is received within five (5) working days, the complaint shall be processed as follows:

The teacher with a grievance shall present the grievance in writing to the immediate supervisor. The immediate supervisor shall make his/her decision known in writing with five (5) days. As 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**

Failing to resolve the grievance in the first step, or if no disposition has been made within the allotted time, the Association may within five (5) days of receipt of the immediate supervisor's disposition submit the grievance to the Superintendent or his/her designee. The Superintendent, within five (5) days of the receipt of the said grievance, shall submit in writing the disposition of grievance to the Association.

### **LEVEL THREE**

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

After receipt of intent to arbitrate and within fifteen (15) days after notification, the parties shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, then within five (5) days or within a longer period if mutually agreed upon, the arbitrator 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 any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add or to 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 expenses of the arbitrator shall be shared equally by the parties. Each party shall pay the expenses of its attendees and witnesses which are called by them.

There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Employer. The Union will discourage any attempt by any bargaining unit employee and will not encourage or cooperate with any bargaining unit employee in any appeal to any court or labor board from a decision of the arbitrator.

### **E. 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.

### **F. MISCELLANEOUS**

1. 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.
2. 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, witnesses who participated in the procedures set forth herein by reason of such participation.
3. Any records or places under the control of the District, which are necessary to the determination and processing of a grievance, shall be made available, upon request, to the union.

4. The parties understand and agree that making this agreement they have resolved for its term all bargaining issues which were or which could have been made subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Excluded from arbitration are grievances which question the exercise of rights set forth in Article 2 of this Agreement, entitled MANAGEMENT RIGHTS, or which question the use or application or any right over which the Employer is given unilateral discretion in this Agreement, including those subjects mentioned as prohibited subjects of bargaining in PERA.

Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of the no-strike pledge in this Agreement.

Excluded from arbitration at the election of the Employer, but in no manner waived in any other forum, are any monetary claims by the Employer against the Union, its officers or members for breach of the no-strike pledge in this Agreement.

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 bearing on certain contract provisions.

5. a) The Association agrees to give the district at least five (5) days written notice of any employee(s) it seeks to have as witness(es) and/or attend an arbitration hearing.  
  
b) Release time will be provided to bargaining unit members whose testimony is mutually agreed, in writing, to be essential to the merits of a case submitted to an arbitrator.

## **ARTICLE VI**

### **ILLNESS OR DISABILITY**

#### **A. PAID SICK TIME**

1. Full time GVRC teachers will receive nine (9) sick days. (Sick days will be prorated for employees that are less than full time.)

Full time GED teachers will receive nine (9) sick days. (Sick days will be prorated for employees that are less than full time.)

2. Paid sick days may only be used for the injury or illness of the employee and family.



3. a) A paid sick day may not be used the day before or after a holiday or holiday period, unless the employee has a written excuse from his/her doctor.  
  
b) In order to receive holiday pay an employee must work the last scheduled workday prior to the holiday and the first workday after the holiday, unless the employee has a written excuse from his/her doctor, or is using an approved vacation/personal day, that was approved in writing prior to the day in question.
4. The Board of Education may request a doctor's slip for any paid sick day granted. (After three (3) consecutive sick days the employee must present a doctor's slip.)
5. After seven (7) years of service, employees who voluntarily resign or retire shall receive \$50.00 per day for any unused sick days—not to exceed 100 days. Current employees with more than 100 days, at this time, shall be red circled.

## **B. LEAVE OF ABSENCE**

A leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time and without pay. A leave shall be granted, denied, or extended in the exclusive discretion of the employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon the application. Only a full-time employee who has worked continuously for the employer for one (1) year or more shall be granted a leave of absence.

1. Leaves requested due to illness must be accompanied by a physician's certificate that the employee is unable to work and the reason therefore.
2. In no event shall the duration of any leave exceed three (3) calendar months, unless an extension is granted by the employer.
3. All leave requests shall state the date on which the leave begins and the date on which the employee is to return to work
4. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from employment without recourse.
5. A leave may not commence or end upon the following days:
  - a) The day before or the day following a holiday.
  - b) The day preceding or following a vacation period.
6. Failure to return to work on the date scheduled shall be cause for termination in sole discretion of the employer.
7. Employees shall not accept employment elsewhere while on a leave of absence unless agreed to in writing by the employer. Acceptance of employment or working for another employer while

on a leave of absence shall result in immediate and complete loss of employment with the employer, without recourse.

**C. FAMILY MEDICAL LEAVE ACT of 1993**

In compliance with the FMLA Requirements, employees are entitled to up to twelve (12) weeks unpaid leave for certain family and medical reasons if they have worked for at least one (1) year and for 1,250 hours over the previous twelve (12) months.

The method used for calculations is a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave. The FMLA leave begins on the employee’s first day off work. The complete FMLA regulations can be obtained from the Administration Office.

**1. REASONS FOR TAKING FMLA LEAVE**

- a) To care for the employee’s child after birth or adoption of child or foster care of child, entitlement shall expire at the end of the 12 week period beginning on the date of such birth or placement, or
- b) To care for the employee’s spouse, son, daughter, or parent who has a serious health condition; or
- c) For a serious health condition that makes the employee unable to perform the essential functions of the employee’s position.

**2. ADVANCE NOTICE BY EMPLOYEE.** An employee is required to provide advance notice of leave and medical certification if FMLA leave is desired.

**3. An FMLA leave may be denied if the notice and certification requirements are not met.**

- a) An employee must ordinarily provide thirty (30) days advance notice when the leave is “foreseeable.”
- b) If thirty (30) days’ notice is not practical taking into account all of the facts and circumstances in the individual case, then notice must be given within two (2) business days of when the need for leave becomes known to the employee.
- c) Leave requests must be in writing where practical and must set forth the reasons, anticipated duration, and anticipated start of the leave with medical certification attached.

Medical treatment must be scheduled so as to minimize loss of work time. Talk to your Supervisor about a convenient treatment schedule.

An employee will be returned to their original or an equivalent position upon return from FMLA leave.

An employee on FMLA must use any paid sick days available prior to receiving unpaid days off.

**ARTICLE VII**  
**PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE**

**A. PERSONAL DAYS/LEAVE**

1. At the beginning of the year, the GVRC and GED Teachers shall be credited with four (4) personal business days each year. They may be used to do things that cannot be done at times other than during the school day. The teacher shall make arrangements for personal business days as far in advance as possible, except in case of an emergency.
2. Personal business days shall not be accumulative.
3. Personal business days shall be prorated for teachers employed by the Board for less than the entire school year.
4. A maximum of three (3) unused personal days may be converted into the sick day bank at the end of each school year.

**B. VACATION TIME**

1. GVRC Teachers will receive vacation time based on the completion of the following years of GVRC service:

0-3 years	10 vacation days per school year
4-9 years	15 vacation days per school year
10+ years	20 vacation days per school year

Those currently employed who have years of service granting them more than 20 vacation days shall be red-circled, keeping them at that number of vacation days per year related to their years of service.

2. All vacation requests are subject to the approval of the Administration.
3. For vacation purposes only, all GVRC Employees will have a June 30 anniversary date. All GVRC Employees will have their earned vacation time pro-rated to establish the June 30 anniversary date.

**C. PAID HOLIDAYS**

Full time, GVRC Teachers shall be paid their regular pay on the following days even though no work is performed: July 4<sup>th</sup>, Labor Day Friday/Monday, Thanksgiving Day/Day After, Christmas Eve/Day, New Year's Eve/Day, Martin Luther King Jr. Day, Good Friday, Memorial Day. Paid holidays falling on Saturday or Sunday may be celebrated on Friday or Monday at the discretion of the District.

**D. BEREAVEMENT**

A maximum of five (5) days, not chargeable against the teacher's allowed sick days shall be granted for a death in the immediate family. Three (3) days shall be allowed for brother-in-law, sister-in-law

and grandparents-in-law. Days used must be consecutive and must include the day of the funeral/memorial service. Immediate family is defined as spouse, mother, step-mother, father, step-father, brother, sister, children, step-children, grandchildren, step-grandchildren, mother-in-law, father-in-law, and grandparents.

#### **E. JURY DUTY and REQUIRED COURT APPEARANCES**

A teacher called for jury duty shall be compensated his/her regular teaching salary—not to exceed thirty (30) days in any calendar year. However, jury duty money received by the teacher shall be turned over to the Board of Education.

#### **F. MILITARY SERVICE**

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.

#### **G. ASSOCIATION TIME/LEAVE**

1. Time for professional conferences may be allowed if approved in writing 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. Reimbursable expenses indicated on the conference request form will be paid after proper paperwork is submitted and processed. 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.
2. At the beginning of every school year the Association shall be credited with three (3) days to be used by teachers who are officers or a negotiating or bargaining representative of the Association. The Association agrees to notify the Board no less than 48 hours of the date for intended use of said leave.
3. A leave of absence of up to two (2) years shall be granted to any teacher who, upon application, for the purpose of serving as an officer of the Association or on its staff on a state or national level. Upon expiration of the leave, such teacher may be reinstated on the next step of the salary schedule as they were at the beginning of the leave.

#### **H. MATERNITY LEAVE/CHILD CARE LEAVE**

1. A maternity leave of up to twelve months may be granted to any teacher who becomes pregnant. Pregnancy related disability shall be treated as any other or disability. The teacher must use any available sick leave for those work days on which she is unable to perform her job.
2. Child care leave of up to one year may be granted to any teacher who adopts a child if such leave is necessary to complete the adoption requirements.

**ARTICLE VIII**  
**WORK TIME**

The work day, week and year shall be established by the Administration.

- A. Teachers shall be in their respective buildings for eight (8) hours. Teachers shall be allowed to leave their buildings during the lunch period with prior permission or notice as determined by their administrator.
- B. All teachers shall be entitled to a duty free, uninterrupted lunch period of not less than thirty (30) minutes.
- C. GED Teachers will have a 30 minute prep period, without pupils, in each regular school day. Teachers in the GVRC will have a 30 minute prep period. 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. Teachers who teach in two (2) different buildings will be provided reasonable and sufficient travel time.

**ARTICLE IX**  
**COMPENSATION**

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 13 <sup>th</sup> year	\$750
At the beginning of the 16 <sup>th</sup> year	\$1,000
At the beginning of the 19 <sup>th</sup> year	\$1,250
At the beginning of the 22 <sup>nd</sup> year	\$1,500

GVRC teachers will receive their step increase on July 1.

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 the Mt. Morris Schools website. They will have the ability to print copies of pay records at the worksite with the district's equipment.

**ARTICLE X**  
**INSURANCE PROTECTION**

- A. The Mt. Morris Board of Education shall provide health insurance coverage for a twelve-month period for all employees and eligible dependents covered under this contract. The Employee shall pay any amount above the Board contribution for premium through automatic payroll deduction. The Board of Education shall pay up to the state mandated hard cap.

- B. The Board of Education shall provide a cash option in lieu of health benefits (the "Cash Payment"). The Cash Payment amount shall be \$200 per month.
- C. All Employees covered by this agreement will be granted a life insurance protection plan with the Board to pay the full premium for such coverage. The amount of the coverage will be 2 times the annual salary with AD & D, subject to the terms of the carrier.
- D. The Board of Education shall provide long-term disability insurance for each member of the bargaining unit. Benefits will be payable upon the thirty-first (31<sup>st</sup>) day of disability at sixty-six and two thirds (66 2/3) percent of the Employee's salary, subject to the terms of the carrier.
- E. Dental Care – The Board shall provide all employees of the bargaining unit with a dental plan, subject to the terms of the carrier.
- F. Optical Insurance – Each member of the bargaining unit will be provided with a vision plan, subject to the terms of the carrier.

**ARTICLE XI**  
**TEACHING CONDITIONS**

- A. In those buildings owned by Mt. Morris Consolidated Schools, adequate lunchroom and parking facilities will be made available to teachers.
- B. Teachers will report any unsafe conditions to their principal in writing immediately. In those buildings owned by the District, teachers will not be required to work under unsafe or hazardous conditions nor to perform tasks which endanger their health, safety or well-being.
- C. Teachers will not engage in any activities that will have an adverse effect on the learning environment.
- D. The district has an established procedure for GVRC & GED teachers to request and receive supplies.

**ARTICLE XII**  
**PROTECTION OF TEACHERS AND STUDENT DISCIPLINE**

- A. The Board shall give all reasonable support and assistance to teachers, in buildings under the district's control, with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires discipline the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- 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 student's desirable characteristics. A teacher may use such force as is necessary to protect herself/himself 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 or Program Coordinator, as promptly as her/his teaching obligations will allow, full particulars of the incident in writing. The teacher shall have the right to refuse to re-admit the student to class for the remainder of the hour. The teacher shall not have the right to determine the punishment in such cases.

- D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative.
- 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. 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 representation). 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.

- G. 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.

### **ARTICLE XIII** **SENIORITY**

- A. Seniority is defined as length of service as determined by accumulated work days in the Mt. Morris Schools Alternative Education programs negotiated calendars. 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.

A leave, without pay, of one day or more, will accrue seniority.

- B. Work done in excess of the regularly scheduled work year, as determined by the program's negotiated school calendar, shall not accrue extra seniority.
- C. The seniority list, including hire-in date, length of in-district service, time deducted, tenure status, certification, endorsements, NCLB Highly Qualified subject matter and earned major(s), shall be distributed to each teacher, the Union and the building representatives by August 31 of each school year. Individuals and the Union shall within thirty (30) school days confirm or challenge the previous school year seniority data.

Teachers shall confirm by initialing the building master copy. Copies of all the building masters seniority list bearing signatures of the President of the Association and the Superintendent shall be distributed to each building, the Association and the Administration.

**ARTICLE XIV**  
**VIDEO SURVEILLANCE**

- A. The intended use and purpose of the surveillance system is to provide a safe, educational environment for the children and staff of the district.
- B. The district will not install the surveillance system in private areas of the school building, owned by the district, but instead in general traffic and assembly areas including physical education facilities.
- C. In the GVRC or jail GED classrooms/instructional areas per the discretion of the facility's operator/supervisor, there may be a surveillance system in use.
- D. 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 Alternative Education Association.
- E. The teacher and the Association will have access to the tape(s), within the districts control, relating to the alleged incident.

**ARTICLE XV**  
**MISCELLANEOUS**

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. Any teacher, who shall be awarded an administrative or executive position, shall have his/her seniority frozen while in an administrative or executive position. Should a teacher return to a teaching position recognized in this contract, she/he shall be entitled to retain such rights as she/he may have had under this Agreement prior to being moved to supervisory or executive status.



F. Past practices shall not be recognized unless committed to writing or incorporated into this agreement.

**ARTICLE XVI**  
**NEGOTIATIONS PROCEDURES**

Prior to May 1<sup>st</sup> and in no event prior to March 1<sup>st</sup>, (except by written agreement of the parties) the parties shall initiate negotiations for the purpose of entering into a successor Agreement. Meetings shall take place when teachers involved are free from assigned instructional duties.

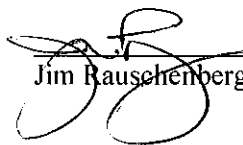
Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

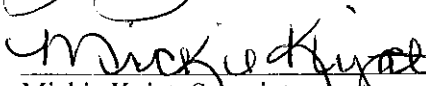
There shall be three (3) signed copies of the final Agreement for the purpose of record, one retained by the Board, one by the Association, and one by the Superintendent.

**ARTICLE XVII**  
**DURATION**

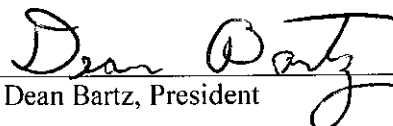
This Agreement shall be effective on July 15, 2020, and shall remain in full force and effect until June 30, 2021. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

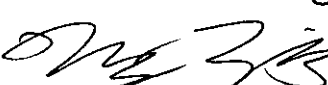
MT. MORRIS CONSOLIDATED SCHOOLS

  
\_\_\_\_\_  
Jim Rauschenberger, Board of Education

  
\_\_\_\_\_  
Mickie Kujat, Superintendent

MT. MORRIS ALTERNATIVE EDUCATION ASSOCIATION

  
\_\_\_\_\_  
Dean Bartz, President

  
\_\_\_\_\_  
Marty Zmlejko, MEA

**Appendix A**

**Salary Schedule 2020-2021**

**GVRC Pay Scale – 260 Day Work Year**

Years of Service	BA/BS	BA/BS +15	MA
1-2	\$48,511	\$50,139	\$51,821
3-4	\$51,421	\$53,147	\$54,930
5-6	\$54,507	\$56,336	\$58,225
7-8	\$57,777	\$59,717	\$61,720
9+	\$63,482	\$64,841	\$66,451

Employees with a current salary above the stated scale, as of June 30, 2015, will be red-circled.

**GED Pay Scale - 184 Day Work Year**

Years of Service	BA/BS	BA/BS +15	MA
1-2	\$37,405	\$37,966	\$38,915
3-4	\$42,219	\$42,852	\$43,923
5-6	\$45,651	\$46,335	\$47,494
7-8	\$49,700	\$50,444	\$51,705
9+	\$52,042	\$52,822	\$54,142

If the fiscal year 2019-2020 audit results demonstrate the District has an unassigned fund balance which is at or exceeds 15%, there will be an additional 1% off scale appreciation bonus to be paid the first pay in February 2021.

**APPENDIX B**  
**DEGREE ADVANCEMENT SALARY CHANGE**

- A.** GED 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.
  
- B.** GVRC teachers must provide proper evidence of additional credits by the third Thursday in June 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.