

MASTER AGREEMENT

between the

**BOARD OF EDUCATION
OF THE
MORENCI AREA SCHOOLS**

and

**HILLSDALE-LENAWEE COUNTY EDUCATION
ASSOCIATION**

2013-2014

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Article 1 - Recognition

- A. The Board recognizes the Hillsdale Lenawee County Education Association, (Morenci Education Association), as the sole and exclusive bargaining representative for all full/part-time teachers including, guidance counselors, Student Service Coordinator and librarians.
- B. Excluded from representation are: Full or part-time supervisory, executive or administrative personnel, business manager, athletic director, Title I director, reading director, curriculum coordinator, psychologists, social workers, therapists, CETA employees, director of community schools, special education coordinator, community school program teachers, adult education teachers, per diem appointments, school nurse, office and clerical employees, paraprofessionals, custodial and all other personnel.
- C. The Board agrees not to negotiate with or recognize any teachers' organization other than the Hillsdale Lenawee County Education Association for the duration of this Agreement as required by law.
- D. The Board subscribes to a policy of full employment of its staff. Part-time positions will not exist in lieu of full-time positions. Should there be any part-time position, it shall be as close to full-time as possible.
- E. The local Association president and the HLCEA Office will be provided advance written notice at least thirty (30) days prior to the Board acting on any shared staffing arrangement so the Association can exercise its legal and contractual rights, which may include meeting and conferring with Board representatives.

Article 2: Definitions

- A. "Board" refers to the Board of Education and any of its designated administrative employees acting in the capacity of agent.
- B. The term "Principal" includes the administration of any work location or functional division.
- C. The term "Superintendent" includes any person with power to act on his/her behalf.
- D. The term "Teacher" includes the member or members of the bargaining unit.
- E. The term "Association" refers to the Hillsdale Lenawee County Education Association, Morenci Education Association, MEA/NEA and any person or persons designated by the HLCEA acting in the capacity of agent.
- F. The term "School" includes any work location or functional division of the Morenci Area Schools.

- G. When the singular is used, it is to include the plural.
- H. The term "Day" means teacher duty days unless otherwise stated.

Article 3: Association Rights and Responsibilities

- A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including MEA and NEA. Such authorization shall be on a form acceptable to both the Board and the Association and shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year. Pursuant to such authorization, the Board shall deduct one-ninth (1/9) of such dues beginning in September and ending in May of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following May.
- B. All amounts deducted pursuant to the preceding paragraph shall be forwarded, along with a list of teachers from whom such deduction has been made. It shall be the Association's responsibility to account for and remit monies to anybody other than the local group. The Board's responsibility in this matter terminates when deductions have been forwarded to the local designated Association officer.
- C. The Board agrees to make available within ten (10) working days to the Association upon its written request, all information, statistics and records which it has available and which may be reasonably necessary to make intelligent decisions relevant to negotiation, or necessary for proper enforcement of the terms of this Agreement.
- D. The Association shall be provided with a bulletin board in each building in place readily accessible to teachers for the posting of notices and other materials relating to Association activities. Such boards shall be clearly identified as Association bulletin boards and their upkeep and appearance shall be the sole responsibility of the Association. No material may be posted which is insulting or defamatory to any person or group.
- E. The Association shall have the right to have materials placed in the mailboxes of teachers. Such materials shall not be detrimental to the school district nor to any individual.
- F. School rooms shall be made available for Association meetings for teachers in the Association according to building use policy and after clearing through the appropriate office.
- G. The local Morenci Association shall have the right to use school equipment for preparing and duplicating information. The Association shall supply its own materials or pay for the

reasonable cost of all materials and supplies incidental to such use. Such use shall be cleared through the appropriate administrator, so that there will be no interruption or interference with normal school operations.

- H. The Association or individual teacher may request that the Superintendent place on the agenda items for consideration. Such requests must be made in writing to the Superintendent no later than 4:00 p.m. four (4) days prior to the Board meeting. These requests will be placed in the proper area on the agenda.
- I. Duly authorized representatives of the Association shall be permitted to transact business for grievances on school property at all reasonable times. Normal school operations shall not be disturbed. If it is necessary to hire a substitute, the Association will pay for the substitute except in the case of arbitration hearing. Regular procedures governing visitors to the building shall be followed.
- J. The Superintendent shall meet informally with Association representatives at reasonable times, for the purpose of reviewing the administration of this contract and to resolve problems which may arise. If either party so requests, a meeting shall occur at least once a month on a scheduled date and time agreed upon by the Superintendent and the Association. For such meetings each party will submit to the other at least forty-eight (48) hours in advance a list of matters they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and Association, provided that the bargaining committee shall be empowered to affect temporary accommodation to resolve special problems. The Principal of each school shall meet with the Association representative from his/her building for the same purposes in accord with the same guidelines used for the Superintendent's meeting described above.
- K. Nothing contained herein shall be construed to deny or restrict to any teacher, rights they may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- L. The Board and its representative shall take no action in violation of or inconsistent with any provision of this Agreement, without the consent of the Association. Board policies shall not be contrary to the provisions of this agreement.
- M. Upon written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for credit union, charitable donations or other plans or programs jointly approved by the Association and the Board. Deductions and remittance will be made for annuities held with any approved companies. The MEA may notify the Board when it wishes to drop an inactive company and substitute another in its place.
- N. The Board agrees to provide each teacher upon hire a copy of Sections 1000, 4100, 5000 and 6000 of the current Board Policy and a copy of the Student Conduct Code. Three (3)

copies of the current Board Policy will be provided for each building -- one (1) copy for the lounge, one (1) for the library and one (1) for the Building Representative. As revisions are made they will be provided to the Association President.

Article 4: Fair Practices

- A. The Board agrees to continue its policy of non-interference in the off-duty hours of teachers, and their full rights of citizenship, as long as such activities do not interfere with their performance as teachers or impair their ability to effectively serve in the assigned position. In addition, the Board agrees to continue its policy of non-interference in teachers reasonable exercise of academic and professional freedom as long as such activities do not interfere with their performance as teachers or impair their ability to effectively serve in the assigned position.
- B. The Association agrees to represent all teachers without discrimination. The Board agrees to continue its policy of non-discrimination against any employee.

Article 5: Management Rights and Responsibilities

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights with respect to the consequences of such action during the term of this Agreement. Such rights include by ways of illustration and not by way of limitations, the right to:
 - 1. Manage and control the school business, the equipment and the operations and to direct the teaching staff and affairs of the Employer.
 - 2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not conflict with the specific provisions of this Agreement.
 - 3. The right to direct the teaching staff, including the right to hire, promote, suspend and discharge employees, assign work or extra duties to employees, determine the size of the teaching staff and to layoff employees.
 - 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine schedules and standards of operation, the means, and process of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations which are not in conflict with specific provisions of this Agreement.
6. Determine the qualifications of employees, including physical conditions as determined by an expert.
7. Determine the number and location and relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions, building or other facilities. Such changes shall be discussed with personnel who will be affected by the change.
8. Determine the placement of operation, service, scheduling of students, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

Article 6: Grievance Procedure

Section 1 - - Definitions

- A. A grievance is a complaint by an employee in the bargaining unit that there has been an alleged violation or misapplication of any provisions of this Agreement.
- B. An Association grievance chairperson shall be designated by the Association and may represent any teacher in the Association if the complaint is lodged in behalf of the Association.
- C. Working days are those days that are worked by the teaching staff.

Section 2 - - Procedure for Adjustment of Grievances

Grievances shall be presented and adjusted in accordance with the following procedure:

Informal Conference:

- A. A complaint shall first be discussed with the Principal of the school with the object of resolving the matter informally within ten (10) working days following the event which is objectionable (or following recognition of the circumstances giving rise to a complaint). Such a discussion may be requested by:
 1. A teacher on his/her own behalf, or
 2. An Association representative at the teacher's request, or

3. An Association representative in the name of the Association.

Step 1:

- A. In the event the matter is not resolved informally, the grievance may be lodged with or submitted to the Principal of the school within five (5) working days following the conference. The written grievance shall be signed by the aggrieved teacher, if any. Grievance form is Appendix E.
- B. The grievance may be lodged and thereafter discussed with the Principal
 - 1. By the teacher in person on his/her own behalf, or
 - 2. By the aggrieved teacher accompanied by the Association representative, or
 - 3. Through the Association representatives if the aggrieved teacher so requests, or
 - 4. By the Association representative in the name of the Association.

Step 2: If the grievance is not disposed of at Step 1, or if no decision is rendered by the Principal within five (5) working days after the grievance is presented, the grievance may be submitted, in writing, to the Superintendent within five (5) working days after the Principal's decision is communicated to the teacher or the Association, or ten (10) working days from the date the grievance was presented to the Principal.

- A. The Superintendent of Schools shall meet with the grievant and/or his/her representative and confer on the grievance with a view to arriving at a mutually satisfactory adjustment. Such a conference shall take place within five (5) working days after the Superintendent received the appeal. Participants shall receive five (5) working days notice of the conference and shall be those indicated in Step 1, Paragraph B.
- B. The Superintendent shall render a written decision of the grievance with the supporting reasons after the conference, and shall furnish the Association with a copy of such written disposition within five (5) working days of the conference.

Step 3: If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) working days of the conference, or ten (10) working days from the date of filing, whichever may be later, the grievance may be submitted to the Board. Failure to transmit the grievance to the Board within fifteen (15) working days after its submission to the Superintendent, shall be deemed a withdrawal of the grievance.

- A. Within the time limits specified above, the grievance may be transmitted to the Board by filing a written copy thereof with the Secretary of the Board.
- B. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the Association and attempt to resolve the grievance either by grievance committee or as a committee of the whole Board. Disposition of the

grievance in writing, by the Board shall be made no later than ten (10) working days thereafter and a copy of such disposition shall be furnished to the Association.

Step 4 - - Arbitration

If the Association is not satisfied with the Disposition of the grievance by the Board, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration.

- A. The Association will notify the Board in writing, no later than ten (10) working days after its meeting with the Board.
- B. At the first official meeting of the Board of Education which is held after notice of intention to seek arbitration, the Board will appoint a representative to help select an arbitrator. If the parties cannot agree as to the arbitrator within five (5) working days the arbitrator shall be selected by the American Arbitration Association.
- C. The Board and Association shall not be permitted to present in such arbitration proceeding any new information or evidence not previously disclosed to the other party.
- D. The 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.
- E. Powers of the Arbitrator. It shall be the function of the panel and it shall be empowered, except as its powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
 1. It shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. It shall have no power to establish salary scales or change any salary rate.
 3. It shall have no power to rule on any of the following:
 - (a) Failure to re-employ any teacher.
 - (b) The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 - (c) Any claim or complaint subject to the procedures specified in the Teacher Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended.)
 - (d) Evaluation, assignment, placement, layoff or recall of a teacher.
 - (e) Any matter which is a prohibited subject of bargaining.
 4. It shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.

5. Its powers shall be limited to deciding whether the Board has violated the express articles or sections of this agreement; and it shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 6. In rendering decisions, the arbitrator shall give due regard to the responsibility of the management and shall so construe the agreement that there be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- F. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Section 3 - - Other Matters Pertaining to Grievances

- A. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. Absence of any participating party due to illness will cause the timelines to be extended one (1) day for each day of absence. In the event a grievance is filed after May 15, of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- B. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of the procedure. Failure to file or appeal a decision within a specified time limit shall be deemed a withdrawal of the grievance.
- C. Hearings and grievances held under the grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every attempt will be made to schedule arbitrations on non-school attendance days. Failing in this scheduling effort, the parties will attempt to schedule witnesses around non-teaching time. If scheduling cannot be accommodated for said teacher then he/she shall be excused to attend without loss of pay.
- D. If a grievance arises from the action of authority higher than an employee's immediate supervisor, it may be initiated at the appropriate step of this procedure.
- E. No decision on, or adjustment of a grievance shall be contrary to any provision of this Agreement.
- F. No one but an employee covered under this Agreement, may avail themselves of the provisions of this grievance procedure.

- G. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure outlined herein until its resolution.
- H. Only the Association may use the appeal procedures of Step 4.
- I. The following matters shall not be the basis of any grievance filed under the procedures outlined in this contract:
 - 1. Failure of the Board to follow teacher recommendation for school facilities.
 - 2. Failure of the Board to follow recommendations coming from teacher committees.
 - 3. Any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 Michigan as amended).
 - 4. Failure of the Board to reduce class size.
 - 5. The content of a teacher evaluation.

Article 7: School Calendar

- A. The Board agrees to meet with the Association for the purpose of discussing the school calendar for the next school year, prior to June 1. If no agreement has been reached by June 1, the County Calendar, subject to Paragraph B. below shall be the calendar.
- B. The Morenci Area Schools calendar shall be generally based upon the county calendar as developed in cooperation with the Lenawee Intermediate School District. It shall provide for student instruction hours, teacher professional development days, and shall include three (3) teacher record days for teachers in trimester systems and a schedule for parent/teacher conferences. The minimum number of teacher duty days shall include hours of instruction and professional development days as set by the state aid act and/or law.
 - 1. The board will schedule additional days and clock hours of instruction only as necessary to meet minimum state requirements. These minimums shall be adjusted each year as required by the state aid act and/or law. Clock hours of instruction will also be followed as required by the state aid act and/or law. The Board and the Association agree to equalize student instructional hours evenly between trimester systems.
 - 2. Whenever possible, state mandated instructional days will appear at the beginning and end of the school year.
 - 3. The Board and the Association will meet to discuss subsequent years' bell schedule. The association will make this request by April 15 annually.

4. In the event additional instructional hours become necessary, the first hours to be used for makeup will be mid-winter break. The Board recognizes teachers make plans for non-duty mid-winter break day and cancellation of those plans impact a teacher's well-being. In order to insure the mid-winter break day remains as a non-duty scheduled day, timely notice is imperative. Therefore, if within two (2) weeks of mid-winter break, additional makeup hours are necessary, the mid-winter break will remain as scheduled. For example, if mid-winter break is scheduled for February 15th and on February 1 through February 14 it is determined additional makeup of hours are needed; makeup of hours will not be scheduled for the mid-winter break day of February 15th.

The Board and the Association agree to equalize student instructional hours evenly between trimester systems when negotiating makeup student instructional hours.

- C. For the term of this Agreement, the school year for the next year shall be set forth in Appendix D by June 1, of each year.
- D. Teachers will not be required to report and shall receive their regular pay for scheduled hours of student instruction which are not held because of conditions not within the control of the school authorities, such as inclement weather, fires, epidemics, or health conditions as defined by City, County or State authorities. Should a closing occur because of conditions not within the control of school authorities require the scheduling of additional hours of student instruction because previously scheduled hours could not be counted to meet the state mandated minimum requirement in accordance with the State Aid Act, the following days shall be reserved for make-up hours:

Three (3) teacher records days for teachers working in trimester systems built in the calendar for teacher record days.

If additional hours are required to be made up, the Board and the Association will negotiate with the intent of agreement no later than April 1 annually.

Article 8: Teaching Hours

- A. Teachers shall be on duty and work the hours required to accomplish the total teaching assignment and responsibility. Teachers shall attend to matters which properly require their attention before and after the student day, including consultation with parents and/or students when scheduled directly with the teacher by the parent, student or immediate supervisor.

The teachers' work schedule shall be established by the board with full consideration of the parameters established in this article. The teachers' work day shall not exceed seven and three quarter (7.75) clock hours at the elementary and middle schools and seven and three quarter (7.75) clock hours at the high school. Of this scheduled time, an average of

ninety-five (95) minutes per day, or four hundred and seventy-five (475) minutes per week shall be for unassigned conferencing, duty-free lunch and preparation. Teacher-pupil contact time shall be adjusted each year as required by the state aide act and/or law.

Teachers assigned less than full-time will receive unassigned conferencing, duty-free lunch and preparation pro-rated to the amount of instructional time corresponding with the number of class periods/hours assigned.

Counselors

Counselors may be required to work additional hours during the summer months when other Professional Staff is not scheduled to work. Counselors will be paid their per diem rate for such time and shall submit time sheets for those hours. The hours will be scheduled by agreement with the Counselor and the Building Principal.

In the event of a "snow day" or school cancellation or teacher absence due to a school related event, the building principal will reschedule the planning time within the next week.

In the event of a morning delay, the substitute teachers will be rescheduled for the teachers with morning planning time. However, the substitute teachers will report to the afternoon teacher's classrooms as scheduled. This will allow for equal planning time for all teachers.

If a teacher is absent on his/her planning block day, they will forfeit their plan time.

- B. Classroom teachers shall not be responsible for students during the time these students are assigned to teaching specialists, unless an emergency situation arises which would leave students without supervision. Students are not to be returned to the home room for disciplinary reasons nor are they to be deprived of the services of a specialist for classroom discipline.
- C. Teachers of music and art, librarians, special reading teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.
- D. No departure from these norms except in case of emergency shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure.
- E. Administration shall have the right to adjust the class schedule when parent conferences, weather delays, assemblies or in-service sessions result in less than a full day of instruction.

- F. Daily preparation for effective teaching, correcting examination papers, themes, attending faculty meetings and similar activities require many hours of application outside of the classroom and add to the professional responsibilities of the teacher. In addition, demands are made for attendance at staff conferences, and the like, which demands can readily become excessive. It is accordingly agreed that if such unpaid extra-curricular activities shall exceed two (2) hours per week, six (6) hours per month, the Board shall pay the teacher for any services in excess thereof at the teacher's hourly rate.
- G. There will be two (2) parent-teacher conference sessions, one in the first trimester and one in the second trimester.
- All teachers will receive one day off with compensation after each parent-teacher conference.
- Parent teacher conference schedule and days off with compensation will be negotiated with the Association prior to implementation.
- H. Faculty meetings will not be scheduled on teacher record days when less than a full day is available for record keeping. When a full day is scheduled, faculty meetings will be avoided whenever possible and will not exceed thirty (30) minutes if scheduled.

Article 9: Teaching Conditions

- A. The parties recognize that class size is a factor in quality education. The Board will strive to attain a goal of 25 pupils in grades K-3, 28 pupils in grades 4-6 and 30 pupils in grades 7-12. Class size will be determined by the actual head count of pupils and not by full-time equivalent teachers per building/grade and/or per special programs.
- Should a class in grades K-5 exceed these sizes; the board will employ, upon a teacher's request, an aide for one (1) hour per class, per day for every two (2) students in excess of the stated levels.
- As possible, in grades 6-12, efforts will be made to balance the class loads in like classes when more than one (1) section is offered.
- Class size may be appealed through the administrative process.
- B. The Board recognizes that appropriate texts, musical instruments and materials, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. If any of these items are to be purchased, the teachers involved will be consulted.

The Board will make every effort to provide a teacher's desk with a lock, and a file cabinet with a lock. The Board will make every effort to provide a key to the teacher's assigned classroom prior to the first day of work of the school year.

- C. The Board and the Association mutually recognize the need of adequate teaching reference material, necessary teaching supplies, and equipment. Therefore, the Board of Education agrees to make available, within its financial means, all texts, supplies, and equipment necessary for the teachers to perform their assigned task of teaching.
- D. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for school personnel use and at least one (1) room, appropriately furnished, which shall be reserved for use as a lounge.
- E. All long distance business calls shall be made with office authorization. Personal long distance calls will be made without charging to the district. A phone shall be made available to staff for making personal calls.
- F. The Association shall have the right to have vending machines installed in the teachers' lounge. These machines shall not be available to the students unless the Administration and the Association mutually agree.
- G. Adequate off street, paved and lighted parking facilities shall be provided, and properly maintained and identified for teacher use.
- H. Teachers shall not be required to work under uncomfortable, unsafe or hazardous conditions or to perform tasks which endanger the students or a teacher's health, safety, or well being. When the teacher feels that such a condition exists, such facts should be brought to the immediate attention of the appropriate Administrator. In the event the teacher feels the Administrator has failed to take the appropriate action, the teacher shall have recourse to grievance procedures to prevent such further conditions. The teachers shall not be required to work under uncomfortable, unsafe or hazardous conditions or to perform tasks which endanger a teacher's or the student's health, safety or well being.
- I. The Board may employ teacher assistants to work in and around the school buildings. Teachers may be consulted regarding placement and assignments. Teachers to whom teacher assistants are assigned shall have input to their job descriptions, evaluation of effectiveness and recommendation for continued employment.
- J. Any teacher who has a medically fragile student who requires routine special care may, in his/her discretion, notify the building principal of the situation.

If known by the administration in advance, a teacher will be notified when a medically fragile student is placed in his/her class. Except in an emergency, teachers will not be required to perform medical procedures or be responsible for medication of said student.

Teachers will not be required to perform personal hygiene for students.

Article 10: Professional Qualifications and Assignments

- A. All teachers shall be notified of their schedule for the forthcoming year prior to the close of school. No changes will be made later than two (2) weeks prior to the first day of work, unless an emergency situation develops.
- B. Teachers assigned less than full-time
 - 1. Part-time staff who have a non-teaching period(s) scheduled between two teaching periods and/or preparation period shall be given the option of curriculum work, student supervision or other professionally related responsibilities for that nonteaching period(s) for which they will receive their regular compensation. The administration shall determine when the teacher's preparation period is scheduled.
 - 2. Teachers assigned less than full-time may be expected to attend staff meetings, inservices/workshops and parent-teacher conferences the same as full-time teachers.
 - 3. The building principal will notify payroll these teachers will be paid their per diem pro-rated for such attendance, or the teacher may elect compensatory time.
- C. In the event a conflict arises for teachers assigned to two (2) or more buildings, the building principals involved will meet and communicate to such teachers which staff meeting, inservices/workshops and parent teacher conferences to attend.

Article 11: Vacancies

Vacancies, newly created positions or reinstated positions shall be on the district's website for ten (10) days and emailed to teachers.

Article 12: Leaves of Absence

Section 1 - - Paid Leaves

- A. Paid Leave. At the beginning of each year, each teacher shall be credited with twelve (12) days leave allowance to be used for absences caused by the birth of a child, adoption, personal illness or disability and/or family illness or individuals living with the teacher and for business and personal leave. The unused portion of such paid leave allowance shall accumulate from year to year to a limit of one hundred thirty (130) days. Unused paid leave in excess of 130 days shall be paid at the substitute teacher daily rate of pay at the end of the school year. Unused paid leave shall be added to the accumulative paid leave at the end of the school year per Section C, 5, and those days shall be included

when paying members who have accumulated paid days in excess of one hundred thirty (130) days per this section.

Paid Leave Bank

The Board will provide the usage of a paid leave bank to any teacher who has depleted his/her leave allowance.

Upon depletion of his/her leave allowance; any teacher may make application to the Association to utilize the paid leave bank. Utilization of paid leave bank shall be for catastrophic situations.

Monthly reports of the paid leave bank showing the number of days remaining will be provided to the Association by the Board.

Teachers may voluntarily donate day(s) to the bank when requested.

The Association and the superintendent or his/her designee will form and administer a Paid Leave Bank Committee to review and grant paid leave requests from the paid leave bank. The Paid Leave Committee will notify the Board when requests are granted. The bank will maintain no less than twenty (20) paid leave days.

Unused days remaining in the paid leave bank at the end of the school year will accumulate for the following school years.

1. The Board shall furnish a written statement at the beginning of each school semester setting forth the total of paid leave credit each teacher has accumulated.
2. Each teacher shall notify the Administration by contacting the appropriate individual at a phone number which will be provided to them at the beginning of each school year of their intended absence, nature of leave (paid leave or funeral leave) the day and date of absence.
 - (a) Every effort will be made not to disturb a teacher while on a leave. A teacher would only be contacted if there is a good reason or an emergency. Each teacher shall *give* notification no later than 7:00 a.m. on the day of the absence.
 - (b) In the *event* a teacher has *advance* knowledge of a period of disability, the Administration shall be notified as soon as possible after the teacher becomes aware of same. Such notification will include a written statement from the teacher indicating whether or not paid *leave* benefits are or are not to be paid during the absence as well as a certificate from the attending physician stating the anticipated commencement and duration of such disability, any restrictions on the work the teacher must perform, and the length of time such restrictions are applicable. In order to *receive leave* under this provision, whether paid or unpaid, the teacher will be expected to work until physically disabled and return to work as soon as physically able.
3. Doctor or dentist appointments shall normally be scheduled before or after school.

4. After a teacher has been absent due to personal illness for *five* (5) consecutive working days or more, a teacher may be requested to visit a doctor chosen by the Board for an examination. Costs will be paid for by the board.
5. If the Board's physician and the teacher's physician reports conflict, the teacher will be sent to a third physician. The third physician will be mutually agreed upon by the teacher and the Board. The third physician's report and decision will be final. Costs will be paid by the board.
6. Accumulated paid *leave* time shall terminate upon severance or suspension of employment.

B. Funeral Leave

All teachers shall be granted five (5) working days with pay for a death in the employee's family and/or close friend. Family is defined as anyone who is related to a teacher and the definition of close friend is at the discretion of the teacher. Additional time off for traveling to said funeral may be granted by the Superintendent when the distance involved warrants such action.

C. Jury Duty and Court Appearance Leave

1. All school employees who are called to jury duty shall notify the Superintendent of Schools as soon as notice is received. Employees shall request the court to defer jury duty whenever possible to the summer months when the children are not regularly enrolled; the Superintendent will confirm such requests when necessary.
2. Employees who cannot obtain a deferment or whose employment extends through the summer months shall be released for jury duty. Such employees shall receive the difference between their regular salary and pay received for jury duty.
3. A teacher called involuntarily for jury duty during school hours or who is subpoenaed by the court system to testify during school hours in any judicial matter shall be compensated for the difference between his/her teaching pay and the pay received for the performance of such obligation.

D. Other Leaves with Pay

1. In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation law, the employee will be entitled to use paid leave in the same manner as if the injury or illness was not compensable under the Worker's Compensation; provided that said employee reimburse the employer the amount of wage continuation benefit received under Worker's Compensation for any week the employee receives paid pay from the employer.

For any day that the employee receives pay from the employer and reimburses the employer for the Worker's Compensation received, the employee's paid leave shall be reduced only by the portion of a day equal to position of the employee's gross pay actually paid by the employer.

2. The Association shall be entitled to five (5) full teacher days of leave with pay, to be used for such Association business the President may designate subject to the following limitations:

(a) Such days are not to be used to take part in any protest, march, strike, or any other public demonstration-type activity.

(b) The Association must notify the Board not less than forty-eight (48) hours prior to such leave.

If a teacher serves in a state or national position for the association, the teacher will be granted paid release time to meet association responsibilities up to nine (9) work days per year.

E. Once a request for absence is approved and substitutes hired, the teacher must take the time off or reimburse the school district for the substitute, except in the event the substitute can be cancelled or a school closing.

The teacher will not be held responsible to reimburse the school district for the cost of the substitute in the event of failures in the sub caller/calling system.

Section 2 - - Sabbatical Leave

The Board may grant a leave without pay for any teacher when a written request is submitted detailing the nature of the leave.

Section 3 - - Unpaid Leaves of Absence

A. A Leave of Absence of up to one (1) year may be granted to any teacher, upon board approval, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a participant in such programs.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all paid leave available shall be granted a Leave of Absence without pay for the duration of the illness or disability, provided that such illness or disability does not extend beyond the individual teaching contract. The Board may renew such leave upon written request of the teacher. The Board agrees to pay the premiums for health insurance benefits for the duration of the individual teaching contract.

- C. Any member of the Association who is granted a leave under Sections A or B. for a period of one (1) year or less, shall be reinstated to his/her former position, if still in existence and if not, then to a position for which he/she is certified and qualified. Seniority and salary credit shall be granted if the leave is granted under Sections A or B.
- D. A Leave of Absence of up to one (1) year may be granted to any teacher, with Board approval, for the purpose of engaging in study at an accredited college or university, cultural travel or work program reasonably related to his/her professional responsibilities.
- E. A Leave of Absence of up to one (1) year may be granted to any teacher with Board approval for the purpose of serving as an officer of the State or National Association or on its staff.
- F. Leaves of Absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employer and the employee.
- G. Teachers granted leave of absence in D, E, and F. shall be given the first opportunity to return to an opening for which they are certified and qualified. They will not gain seniority nor advance on the salary schedule for the duration of the leave.
- H. An employee may elect to receive an unpaid child care leave in addition to a paid leave under the provisions of Article XIII, Section 1, A above. The teacher shall comply with the application procedures for a temporary disability leave per Article XIII, Sec. 1, A and 2 b and in her notice to the Board no later than sixty (60) days prior to the approximate date of delivery, she shall clearly indicate whether or not she desires to combine both her paid and unpaid leave.

If possible, the teacher's leave will begin at a time agreed to by her and the doctor. The leave will end at either the conclusion of a marking period or the end of the semester, whichever comes first.

Section 4 - - Other Leaves

A. The Family Medical Leave Act (FMLA)

Pursuant to the Family and Medical Leave Act of 1993, a teacher who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior 12-month period is entitled to twelve (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 a teacher's child and/or in order to care for the child;
2. due to the placement of a child with a teacher for adoption or foster care;
3. due to the need to care for the a teacher's spouse, child, or parent who has a serious health condition; or
4. due to a serious health condition that renders a teacher incapable of performing the functions of his/her job.

5. other reasons provided in the Act.

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.

Eligible teachers are entitled up to twelve (12) weeks during what would otherwise be an unpaid leave of absence.

The twelve (12) month period will be measured forward from the date the teacher's first FMLA leave begins (i.e., the "leave year" is specific to each individual teacher.) A teacher will elect whether or not to utilize paid leave allowance during FMLA leave.

B. Active Military Duty

The district shall grant military leave consistent with state and federal law.

C. Administrative Leave

In the event a Morenci teacher is promoted to a Morenci administrator, his/her seniority continues to accrue as if the administrator was actively working as a teacher.

Upon return to a teaching position through the posting process the returning teacher steps back on the seniority and salary escalator at the step he/she would have occupied if continuously employed with no intervening administrator position.

This provision will be grandpersoned for present qualifying administrators.

D. Short Term Disability

Teachers may purchase short-term disability benefit.

The Board will allow teachers to freeze their paid days in order to use their short-term disability benefit.

The Board will maintain the teachers present health insurance benefits while their paid days are frozen and while using their short-term disability benefit.

Article 13: Academic Freedom

A. The parties seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill

appreciation of the values that can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teachers and students is encouraged.

- B. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held responsible for aspects of the academic achievement of the pupil in the classroom.
- C. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or a secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher learner relationship.
- D. If a controversial issue is presented, it shall be the responsibility of the teacher to have both sides presented.

Article 14: Teacher Evaluation

- A. The Board of Education recognizes that the primary objective of the evaluation process is to aid in the growth and development of teachers. The Association recognizes that the evaluation of the performance of each teacher in the school system is the responsibility of the Administration.

New teachers will not be expected to take on more additional duties than tenure teachers.

- B. With two (2) work days' advance notice, each teacher shall have the right, upon request, to review the contents of the personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these records. Privileged information such as credentials and related personnel reference normally sought at the time of employment are specifically exempted from review. The teacher shall be notified of and have the right to examine any other material filed and shall acknowledge that an opportunity to read the material has been given.

Teachers will be notified immediately if a third party is requesting his/her personnel file and/or personnel records through the Freedom of Information Act (FOIA).

Article 15: Professional Behavior

A teacher shall at all times be entitled to have present a representative of the Association when he/she 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, within two (2) school days, of the Association is present, except that the teacher may be excused from the classroom and sent to the office or lounge to await his/her representative. Association representation will be for disciplinary meetings and/or meetings that may lead to discipline. Association representative(s) will be at the choice of the teacher. The meeting will be reasonably postponed until Association representative(s) is (are) available. The teacher will be given the nature of the meeting prior to meeting.

Article 16: Professional Improvement

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, and participation in community educational projects.

New teachers will be provided fifteen (15) days for professional development within his/her first three (3) years of initial teaching employment. All teachers will be provided an additional five (5) days or more, if state-mandated, for teacher professional development annually. The Board and the Association will mutually develop professional development in-service annually.

- B. A teacher may make application through his/her principal for leave time and expenses to attend professional conferences. Granting of these privileges shall be subject to approval and shall be limited by funds made available for this purpose. Teachers will, upon request, submit a written report regarding such conferences.

Article 17: Reduction in Personnel and Annexation Consolidation or Other Reorganization of the District

- A. *Definitions:*

1. "Seniority" shall be defined as the teacher's first working day in the school district. Seniority shall mean years of uninterrupted continuous service with Morenci Area Schools. In the circumstance of more than one individual having the same seniority, all individuals so affected will participate in a drawing to determine placement on the seniority list if a layoff is required. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
2. "Continuous Service" shall be interrupted when a teacher resigns, retires or is discharged. Continuous service shall not be interrupted by an approved Leave of Absence, layoff or administrative service but seniority shall not accumulate while in this status except as provided in Article XIII, Section 3 (A) - (C). If a bargaining unit member fills an administrative position on a temporary basis, then

that member's seniority shall accumulate while in that status. Temporary shall be defined as not to extend beyond the current year.

- B. A seniority list of all teachers shall be prepared by the Board by November 11 and verified by the Association.
- C. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. Any such teacher offered a vacancy by recall of the school, in an area where such teacher is certified and qualified, who refuses such position may be stricken from the recall list.

Article 18: Continuity of Operations

- A. During the term of this Agreement, neither the Association nor any person acting in its behalf nor any individual teacher covered by this contract will cause, authorize or support, nor will any Association members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence in whole or in part from the teachers' duties of employment for any purpose whatsoever). It is further agreed the Association will not request any other organization to place a sanction of any form on the Morenci Area School District.
- B. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly nor indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his/her contractual duties or who refuses to participate in any activities prohibited by this Article.
- C. The Board of Education in the event of violation of this Article, will have the right to cease collection of Association dues in addition to all the foregoing and any other remedies available by law, to seek injunctive relief and damages against the Association.
- D. The Board and the Association agree that during the period of this Agreement they will not, either directly or indirectly engage in or assist in any unfair labor practices as defined by the Public Employment Relations Act.
- E. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by Acts of God.
- F. Teachers may be required to report for duty whenever emergency or unusual conditions necessitate the canceling of regularly scheduled classes but not on the day of a storm. If classes are canceled due to weather, teachers may be required to report by 10:00 a.m. If a teacher is unable to report due to impassable roads, the Administration may verify the road conditions. Teachers reporting by 10:00 a.m. shall receive a full day's pay for these days. Notification of canceling of classes shall be given via radio stations WABJ, WLEN,

WMTR, WCSR, WILX, WTVG, WNWO and WTOL and shall be called in no later than 7:00 a.m.

Article 19: Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in APPENDIX A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. A teacher's hourly rate is determined by dividing his/her annual salary by the current teacher work days then dividing that amount by the current number of working hours.
- C. Employees accepting extra duty assignments as provided for in APPENDIX B of this Agreement shall be compensated according to said schedule unless a deviation is mutually agreed to by the Association and the Board.
- D. Teachers required in the course of their work to drive their personal automobile from one building to another, or on field trips or school business shall be reimbursed by at least the current maximum rate established by the Board of Education and paid to the Administration.
- E. If possible, paychecks falling due during a vacation period shall be payable the last school day before such period. Paychecks shall be enclosed in envelopes.
- F. The salary and fringe benefits of part-time employees shall be on a prorated basis.

The teacher's hourly classroom rate shall be determined with the same formula used for determining deductions.

Full-time salary is based on the actual instructional class time per instructional day. Teachers working less than full-time for attending in-service workshops, staff meetings and/or any other functions required by administration will be compensated at their instructional rate or the teacher may elect to use compensatory time.

- G. Teachers will be paid for a one-way trip only unless they must make a return trip to teach another class. The following distances are agreed to:

Secondary buildings to/from Elementary -- 1/4 mile

The mileage documentation must have the building Principal's signature and be submitted to the central office by the last day of school.

Travel time will be re-negotiated when building sites change.

- H. The summer school rate as found in Appendix B is paid for teachers who substitute teach on his/her prep period. Teachers may select compensatory time. A period is defined as a class period for secondary teachers. A period is defined as 25 minutes or more for an elementary teacher.

The rate of \$28.33, as found in Appendix B is paid for teachers who substitute on his/her prep period. Teachers must select either the \$28.33 rate per period or compensatory time on the District Comp Form. Once the selection is made by the teacher, and authorized by administration, it cannot be altered. A period at the high school and middle school is defined as one class period. A period at the elementary is defined as any designated time when "specials" (Art, PE, Music, etc.) are covered by the regular classroom teacher. If a teacher selects the rate of \$28.33, this will be paid within two pay periods. If a teacher selects the compensatory time, it must be used within one calendar year of the date earned.

- I. If a teacher shall volunteer to teach more than the normal teaching load as set forth in Article IX, B, high school teachers shall receive additional compensation at the rate of one-fifth (1/5) their annual salary. Middle school teachers shall receive additional compensation at the rate of 1/5th of his/her annual salary.

Compensation is based on the 2009 schedule of five (5) hours for the high school and five (5) hours for the middle school. However, if the number of teaching hours change, the board will negotiate with the association prior to implementing the change. In the event an elementary teacher volunteers to teach more than the normal teaching load, the Board will compensate the teacher the summer school rate as found in Appendix B, or the teacher may elect compensatory time.

- J. Teachers shall receive the following insurance. The Board assumes the responsibility of paying toward the premiums for a twelve (12) month period from September through August for the employee and their legal dependents. All other conditions of responsibility will be between the carrier and the employee. Any claims settled between the employee and the carrier shall not be subject to the grievance procedure.

INSURANCE

- A. Insurance Coverage (PAKS A, B, C, and D) shall be effective March 1, 2013 through June 30, 2015 and the Board shall provide each teacher with a choice of one of the following MESSA PAK insurance coverage's for the teachers and his/her eligible dependents, as selected by the teacher, subject to the applicable teacher contribution requirements specified below.

Enrollment for insurance coverage will be October 1st through October 18th annually.

PAK A:

MESSA Choices

- Saver RX
- \$500/\$1,000 and \$1,000/\$2,000 deductible
- OV/UC/ER \$20/\$25/\$50

- VSP 2 Silver
- Dental 100/80/80, %1,500 annual max Class I, II, III; Class IV 80, \$1,500 lifetime max
- \$45,000 Life and AD&D

PAK B:

No Medical

- VSP 2 Silver
- Dental 100/80/80, \$1,500 annual max Class I, II, III; 80 Class IV \$1,500 lifetime max
- \$50,000 Life and AD&D

PAK C:

MESSA ABC Plan 1

- ABC RX
- \$1,250/\$2,500 and \$2,500/\$5,000
- No co pay
- VSP 2 Silver
- Dental 100/80/80, \$1,500 annual max Class I, II, III; Class IV 80, \$1,500 lifetime max
- \$45,000 Life and AD&D

PAK D:

MESSA ABC Plan 2

- ABC RX
- No co pay
- \$2,000/\$4,000 and \$4,000/\$8,000
- VSP 2 Silver
- Dental 100/80/80, \$1,500 annual max Class I, II, III; Class IV 80, \$1,500 lifetime max
- 45,000 Life and AD&D

PAK E: (Not available after 7/1/13) MESSA Choices

- \$10/\$20 prescription drug co-pay
- \$300/\$600 and \$600/\$1,200 deductible
- OV/UC/ER \$20/\$25/\$50
- VSP 2 Silver
- Dental 100/80/80, \$1,500 annual max Class I, II, III; Class IV 80, \$1,500 lifetime max
- \$45,000 Life and AD&D

LTD for all PAKs

- 66 2/3 Max \$6,000
- 90 Calendar Days Modified Fill
- Alcohol/Drug and Mental/Nervous-same as any other illness
- Social Security Offset Primary
- No COLA

The Board contribution toward the monthly premium for PAK A, PAK C, or PAK D will be "hard cap" amounts pursuant to Public Act 152 or 2011 for medical/health insurance coverage only (not including LTD, Dental, Negotiated Life and Vision) which are currently:

\$15,000 annually (\$1,250 monthly) for full family

\$11,000 annually (\$916.67 monthly) for individual and spouse

\$5,500 annually (\$458.33 monthly) for single person

The district shall contribute up to the following toward medical insurance: \$474.34 per month for single subscriber; \$949.58 per month for two-person; and \$1,299.75 per month for full family according to state CPI annual increases. Any premium cost beyond the employer's contribution shall be subject to payroll deduction.

The teacher shall contribute any cost above the "hard cap" to pay the premium cost in full. The teacher's contribution shall be payroll deducted with one half of the monthly contribution deducted on the first payroll of the month preceding the date the premium is due to the insurance provider with the second half deducted on the second payroll of that month.

Each bargaining unit member must elect to be covered by either PAK A, PAK B, PAK C, or PAK D, as specified above.

Teacher selecting PAK B will receive a cash stipend equal to the single person "hard cap" amount per month of \$458.33, plus \$50.00 to be adjusted annually (consistent with PA 152 or 2011) for the duration of this Agreement. The 2013/2014 rate is \$508.33 and will be adjusted annually.

If a member opts to not avail himself/herself and his/her dependents of Board provided health insurance coverage he/she shall be compensated by the Board with a contribution towards MESSA options, cash, or any other IRS approved contribution.

Teachers electing either PAK A, PAK B, PAK C, or PAK D will pay 10% of the cost of the premium for their dental, vision, life, and LTD insurance.

- The Association will be allowed to select the effective date, the MESSA Plans and benefit healthcare coverage with a 30 day notification period to the district
- The Association will be allowed to have one open enrollment period; one at July with a January 1 effective date to accommodate for the deductible HAS/IRS calendar. This will be requested of MESSA by the District at the time of ratification.

For the teacher not electing health, dental and vision, they will need to sign a document showing they have health, dental and vision from another source.

K. The contribution for the State Teacher Retirement Fund shall be paid by the Board of Education.

- L. Teachers shall be placed on the salary schedule at half steps unless they teach for a full trimester or more. Teachers as of the 1980/81 school year shall retain salary schedule credit if in conflict with above. Part-time teachers must teach at least one-half time for a full year for a trimester credit.

- M. After ten (10) years of service in the Morenci Area Schools and upon retirement from teaching (under the State System), the Board agrees to pay one-half (1/2) pay of accumulated paid leave days (not to exceed 130 days) at the rate of half of the current substitute teacher pay per day.

The unused paid days will be converted to paid days. The paid days' payment by the Board will constitute employer contribution under 403 (b) of the Internal Revenue Code (IRC) and within the guidelines of the IRC.

The teachers will not have the option of receiving cash.

The Board will assist the retiring teacher with the appropriate paperwork for the 403(b) plan and the deposit of the paid days.

- N. The board in its sole discretion, may, periodically, consider offering a retirement incentive. The board will discuss specifics of the incentive with the Association prior to general distribution to the staff.

Article 20: Special and Student Teaching Assignments

- A. The Board will maintain a substitute list and will arrange for a substitute in the absence of a teacher. If, after a reasonable effort has been made by the administration a substitute cannot be hired, regular teachers may be placed in the substitute's role on a rotating basis as they are available due to their preparation periods.

- B. Teachers who voluntarily accept the assignment of student teachers shall be known as "supervising teachers." Such supervising teachers shall possess a minimum of a Bachelors Degree in academic preparation and shall meet the qualifications of the placing institution. The parties recognize that these teachers are not under Public Act 379 of 1965.

- C. Supervising teachers shall work directly with the University program coordinator and the Principal to assist in developing extensive opportunities for the intern teachers to observe and practice the arts and skills of the profession.

- D. The Association agrees to accept intern teachers as honorary members during their internship and include them in appropriate meetings and activities of the Association.

- E. The Board agrees to provide intern teachers with texts, guides, building policies, and a copy of this Agreement to assist them during this period.

- F. The supervising teacher shall file a written report and evaluation with the college coordinator and the building Principal as often as the college program requires.

The supervising teacher will not be disciplined for student teacher evaluations of the student teacher.

Article 21: Student Discipline and Teaching Protection

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. 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 reasonable steps to relieve the teacher of responsibilities with respect to such pupil upon recommendation of the counselor and/or qualified consultants. The Board and the Association have mutually developed a crisis plan and will continue to develop any changes in the crisis plan. All teachers will receive a copy and any changes of the crisis plan.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use reasonable force as is necessary to protect himself/herself from attack or to prevent injury to any other person.
- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class within the class period. Consultation between Principal, the parents, and the pupil (for pupils in the secondary through elementary grades) and teacher will be held before a pupil shall be returned to class. Consultation between the principal and a teacher will be held as soon as possible for pupils in the elementary grades.
- D. Procedure for suspension or expulsion of students from school shall be distributed to students, teachers and parents each year. School authorities will endeavor to achieve correction of student misbehavior through such counseling and interviews with the child and his/her parents as may be warranted.
- E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide counsel to advise the teacher of its rights and obligations with respect to such assault with paid release time if needed. The

Board will notify teachers immediately in the case of threats to safety and well-being or property of a teacher.

- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, whenever possible, the Board will provide all necessary assistance to the teacher in his/her defense and will cooperate with the Association in their efforts. Teachers will receive a copy of the written complaint within five (5) school days of receipt of the written complaint. The Board will allow teachers to initially handle all complaints. If a complaint is found unwarranted, the complaint will not be part of the teachers' personnel files and/or personnel records. Complaints will be kept confidential, except as required by law.
- G. Time lost by a teacher in connection with a civil action by a student/parent for assault on a teacher will not be charged against the teacher.
- H. The foregoing provisions shall be subject to the condition that the teacher has been acting in an ethical manner in the pursuit of his/her employment and in accordance with this contract, the reasonable policies of the Board of Education and all ordinances and statutes of the State of Michigan and local municipalities. Teachers will not be required to search for weapons or bombs. Teachers will not be required to disarm or detain an intruder.

Teachers will be notified of parental complaints as soon as reasonably possible and any corrective actions as may be necessary.

Article 22: Negotiation Procedure

- A. The Association shall designate a teacher in each school building as Building Representative. The Principal and the Building Representative shall, if either party so requests, meet at least once each month, for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.
- B. Representatives of the Board and Association's bargaining committees may meet on the last Wednesday of each month, after school, for the purpose of reviewing the administration of the Contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.
- C. Between February 1st and before February 15th of the final year of this Agreement the parties shall initiate negotiation for the purpose of entering into a successor Agreement for the forthcoming year. Within three (3) days of receipt of an Association request for a

negotiations meeting, the Board will respond in writing, indicating acceptance of the date proposed, or suggesting two (2) alternate dates acceptable to the Board, such dates to fall no more than ten (10) calendar days later than the date proposed by the Association.

- D. Release time shall be approved for no more than four (4) of the Association's negotiating committee to permit the parties to alternately meet both during and after regular school hours for the purpose of reaching a successor Agreement as rapidly as possible.
- E. The place of all meetings shall be the Board of Education Meeting Room unless otherwise mutually agreed.
- F. 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 representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- G. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.
- H. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties, their representatives shall attach their signatures to the ratified Agreement within twenty-four (24) hours of ratification.
- I. There shall be three (3) signed copies of the final Agreement for the purpose of record. One (1) shall be retained by the Board, one (1) by the Association, and one (1) by the Superintendent.
- J. If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

Article 23: Miscellaneous Provisions

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and responsibility are set forth in this Agreement. The Board and the Association will negotiate any changes and compensation in Appendix B positions prior to implementation or deletion of positions.

- B. Any individual contract between the Board and the individual teacher, executed shall be subject to and consistent with the terms and the conditions of this Agreement. Any individual contract executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. All teachers covered under this Agreement who participate in the independent production of tapes, publications, or other produced education material shall retain residual rights (if any) should they be copy written or sold by the District.
- E. If any provision 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.
- F. Copies of the Agreement titled "Professional Agreement Between the Morenci Area School District and the Lenawee County Education Association, MEA, MENNEA" shall be printed at the expense of the Board within thirty (30) days after this Agreement is signed and presented to all teachers now or during the life of this Agreement employed by the Board. Further, the Board shall furnish fifteen (15) copies of the Master Agreement to the Association for its use.

Article 24: Master/Mentor Programs

Classroom teachers in his/her first three (3) years of teaching, will be provided with a master/mentor (mentor) teacher. Mentor teachers will be a tenured teacher. No member of the bargaining unit shall be involuntarily assigned to serve as a master/mentor teacher for purposes of compliance with Section 1526 of the Michigan School Code. Provided, however, that this shall not preclude any bargaining unit member from voluntarily serving in such capacity, should he/she so desire.

Mentor and mentee will be afforded paid release time.

The mentor-mentee relationship will be professional to offer guidance and to develop leadership by the mentor.

The mentoring process will ensure that collection of documentation is prohibited and shall not under any circumstances become part of the evaluation process. The mentor is not a supervisor. The mentor/mentee will not be required to testify against one another or any other requirements of a negative fashion.

The mentor and mentee will work together for 3 years unless the mentor or the mentee request a change.

The mentor-mentee shall be a collegial relationship and neither shall be involved in the evaluation of the other.

The mentor will be provided an annual stipend. See Appendix B.

Article 25: Duration of Agreement

This Agreement shall be effective as of the 27th day of August, 2013 and shall continue to be in effect until the 26th day of August, 2014.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Dated this _____ day of _____, 20__.

APPENDIX A

Salary Schedule for 2013 through 2014

2013-2014			
2% REDUCTION SALARY SCHEDULE			
STEP	BA	BA+20	MA
0	\$37,169	\$37,690	\$38,795
1	\$38,896	\$39,440	\$40,597
2	\$40,099	\$40,659	\$41,850
3	\$41,336	\$41,915	\$43,145
4	\$42,614	\$43,210	\$44,477
5	\$43,931	\$44,545	\$45,851
6	\$45,289	\$45,922	\$47,268
7	\$46,688	\$47,341	\$48,729
8	\$48,852	\$49,536	\$50,988
9	\$50,362	\$51,067	\$52,563
10	\$51,918	\$52,645	\$54,187
11	\$53,522	\$54,271	\$55,862
12	\$55,176	\$55,948	\$57,588
15	\$59,173	\$60,001	\$61,761
17	\$61,002	\$61,855	\$63,669
20	\$62,887	\$63,768	\$65,636
22	\$64,830	\$65,737	\$67,664
25	\$66,774	\$67,709	\$69,695

For the 2012-13 school year, no steps or lane changes will be made.

For the 2013-14 school year, there will be a zero percent increase. The salary schedule will remain the same as 2012-13.

APPENDIX B

ATHLETIC:

1. The percentage of the athletic stipend will be based on the SA lane, and experience of coaching in a sport.
2. For years beyond 2002-03, yearly increases will be the same as the across the board percentage and seniority in the sport up to ten (10) years of coaching in a position.
3. The parties agree to grandperson current employees who have over ten (10) years coaching experience with Morenci Area Schools beginning with the 2002-03 stipend.
4. Those on the maximum of coaching stipend will be held harmless and compensated at three percent (3%) increase.

Head football	12%
Assistant varsity football	9%
Head JV football	9%
Asst JV football	9%
Head boy's basketball	12%
Head girl's basketball	12%
JV boy's basketball	9%
JV girl's basketball	9%
9th grade basketball	6%
Head volleyball	9%
JV volleyball	6%
9th grade volleyball	5%
Var/JV cheerleading	6%
Wrestling	9%
Assistant wrestling	6%
Varsity baseball	9%
JV baseball/assistant varsity coach	6%
Varsity softball	9%
JV softball/assistant varsity coach	6%
Track	9%
Assistant track	6%
Golf	6%
Cross country	6%
MS football	5%
MS 8th grade girl's basketball	5%
MS 8th grade boy's basketball	5%
MS 7th grade girl's basketball	5%
MS 7th grade boy's basketball	5%
MS 8th grade girl's volleyball	5%
MS 7th grade girl's volleyball	5%

MS cheerleading	6%
MS track	5%
MS track assistant	3%
MS wrestling	4%
MS assistant wrestling	3%
Summer conditioning/weight room	6%

Summer conditioning/weight room will be paid the above listed stipend.

<i>NON-ATHLETIC</i>	<u>2012-2013</u>
Art Club	400
Marching Band	3700
School Improvement Program (one stipend per building)	200
Volunteer Club	1150
Senior Class Advisor (2)	1150
Junior Class Advisor (2)	750
Sophomore Class Advisor (2)	500
Freshman Class Advisor (2)	500
Green Earth Club	650
Camp High Hope (as approved)	400
Equations Coach (one stipend per building)	650
High School play/musical	950
DI Coach	500
Middle School Student Council	500
Safety Patrol	500
Middle School Yearbook	600
Mentor	400
Middle School Play	650
National Honor Society	1000
Spanish Club	650
HS Student Council	750
HS Yearbook	1400
SADD	350
Summer School	50.00 per hr.
Detention Supervisor	50.00 per hr.
Science Olympiad/Science Fair (per person)	500
Math/Science Club	500
Success Coach	17.50 per hour
Success Coach Assistant	13.00 per hour
Prep Time/Comp/Tutor	28.33 per hour
Or Release time per approval of building principal.	

APPENDIX C

Teacher Recognition Awards

- A. At the end of each year, a teacher may be offered an award for outstanding performance of classroom duties and/or contributions to the educational programs of the School District. Each building principal may recommend to the Superintendent teachers from his/her building for consideration, together with a written explanation of the basis for the recommendation and a specific recommended award (dollar) amount. The final decision as to granting the award shall be made by the Board of Education in its sole discretion, and shall not be subject to the grievance procedure.
- B. The annual awards shall be limited to ten (10) teachers. However, each principal may recommend additional teachers for recognition in the event he/she feels circumstances so warrant, but the decision whether to grant such additional recommendations shall be made by the Board in accordance with the provisions of Section A above.
- C. Staff members may submit the name(s) of a teacher(s) to the building principal for consideration of an award. A detailed written explanation of the basis for the recommendation must accompany each submission. The decision whether to process a recommendation to the Superintendent shall be made by the building principal. The final decision as to granting an award shall be made by the Board in its sole discretion, and shall not be subject to the grievance procedure.
- D. An individual teacher receiving recognition shall be so notified prior to any "public" notice. An award granted under this article shall be in an amount not to exceed five hundred dollars (\$500). The award may be used for classroom materials and/or supplies, professional development activities, conference costs, and/or other expenses directly beneficial to the educational environment. Expenditure of award monies is subject to administrative approval.