

MASTER AGREEMENT

between the

MT. MORRIS EDUCATION ASSOCIATION

and the

MT. MORRIS BOARD OF EDUCATION



2008-2009 / 2009-2010 / 2010-2011

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This Agreement entered into this 1st day of September, 2008 by and between the Mt. Morris Education Association, a voluntary corporation association or a Michigan Corporation, hereinafter called the "Association" affiliated with the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA" and the school district of the Mt. Morris Consolidated School District No. 3 Fractional, Genesee County, the City of Mt. Morris, Michigan hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

WITNESSETH

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

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

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

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

ARTICLE I RECOGNITION

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

ARTICLE II ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every employee in the unit shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for governmental power under color of law of the State of Michigan. The Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.**
- B. Nothing contained herein shall be construed to deny or to restrict any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.**
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge heretofore. No charge shall be made for use of school rooms before the commencement of the school day nor until 6:00 p.m.**
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations.**
- E. The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for reasonable costs of all materials and supplies incident to such use.**
- F. The Association shall have the right to post notices of activities and matters of Association concern in each school building. Email, instant messenger, and a teacher bulletin board may be used during non-instructional time for this purpose. The Association may use the District mail service and teacher mailboxes for communication to teachers.**
- G. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District including, but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including County Allocation Board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background and such other information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers and**

their students, together with information which may be necessary for the Association to process any grievance or complaint.

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

ARTICLE III RIGHTS OF THE BOARD

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

ARTICLE IV PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 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 the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year.

The Association will receive its dues money the same day that the paychecks are distributed. Pursuant to such authorization, the Board shall deduct one-twentieth of such dues beginning in September and ending in April of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payment by the following June.

- B. Any teacher, who is not a member of the Association in good standing or who does not make application for membership within thirty days from date of commencement of teaching duties, shall, as a condition of employment, pay a fee to the Association as determined by the arbitrator annually payable to the Association, the MEA and NEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph "A". The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable

cause for discharge from employment. Said teacher shall be discharged at the end of the current semester or trimester.

- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Fee, the Board agrees to remit to the Association all such sums as soon as possible, but in no event more than 10 days later. The check will be accompanied by an alphabetical list of teachers for whom such deductions have been made categorizing them as membership or non-membership in the Association, and indicating any change in personnel from the list previously furnished.

The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

- D. The Association agrees to assume the legal defense and shall indemnify and save the Board harmless against any claims, demands or suits that shall arise as the result of any action taken by the Board in the implementation of this Article, paragraphs A, B and C.

The Association shall decide whether or not to appeal the decision of any court or tribunal regarding this section and shall advise the Board of their action.

The Association shall choose the legal counsel and shall consult with the Board regarding the defense of any suit.

The Association shall advise the Board of any compromise or settlement of any claim made against the Board under this section.

- E. 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.

The Association agrees, that except for those deduction programs in place during the 1977-78 school year, no new deduction programs will be placed without Board approval.

**ARTICLE V
SCHOOL CALENDAR
2009-2010**

DATE	DESCRIPTION	SD K-8	TD K-8	SD 9-12	TD 9-12
September 1-2	Teachers Report (Professional Development)	17	19	17	19
September 8	Students Report (Half Day K-6) (Full Day 7-12)				
September 29	K-12 Half Day (Professional Development)				
October 19-22	Parent Teacher Conf. (9-12) (3 1/2 SD - 4 TD)	22	22	21	22
October 23	No School (9-12)				
November 11	K-12 Half Day (Professional Development)	18	19	19	19
November 13	End of First Marking Period (K-8) (1/2 SD - 1 TD)				
November 16-19	Parent Teacher Conf. (K-8) (3 1/2 SD - 4 TD)				
November 20	No School (K-8)				
November 26-27	Thanksgiving Recess				
December 3	End of First Trimester (9-12)	16	16	16	16
December 4	9-12 Half Day (1/2 SD - 1 TD)				
December 23	First Day of Christmas Break				
January 4	Classes Resume	18	19	18	19
January 15	K-12 Half Day (Professional Development)				
January 18	No School (K-12)				
January 22	End of First Semester (K-8) (1/2 SD - 1 TD)				
January 25	No School (K-8) (1 TD)				
January 25-28	Parent Teacher Conf. (9-12) (3 1/2 SD - 4 TD)				
January 29	No School (9-12)				
February 11	K-12 Half Day (Professional Development)	19	19	19	19
February 15	No School (K-12)				
February 22	K-12 Half Day (Professional Development)				
March 9	MME Testing/Prof. Dev. HS Only	23	23	23	23
March 18	End of Second Trimester (9-12)				
March 19	9-12 Half Day (1/2 SD - 1 TD)				
March 26	End of Third Marking Period (K-8) (1/2 SD - 1 TD)				
March 29 - April 1	Parent Teacher Conf. (K-8) (3 1/2 SD - 4 TD)				
April 2	First Day of Spring Break	16	17	16	16
April 12	Classes Resume				
May 3-6	Parent Teacher Conf. (9-12) (3 1/2 SD - 4 TD)	19	19	19	20
May 7	No School (K-12)				
May 11	K-12 Half Day (Professional Development)				
May 31	Memorial Day - No School				
June 16	Last Day Student/Teacher (1/2 SD - 1 TD)	12	12	12	12
	TOTAL	180	185	180	185

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

**ARTICLE V
SCHOOL CALENDAR
2010-2011**

DATE		DESCRIPTION	SD K-8	TD K-8	SD 9-12	TD 9-12	
August 31	6	Teachers Report (Professional Development)		1		1	
September 1	3	K-12 Professional Development-AM Work Day-PM	18	19	18	19	
September 7		Students Report (Half Day K-6) (Full Day 7-12)					
September 22	3	K-12 Half Day (Professional Development)					
October 11-14		Parent Teacher Conf. (9-12)	21	21	20	21	
October 15		No School (9-12)					
October 27	3	K-12 Half Day (Professional Development)					
November 10	3	K-12 Half Day (Professional Development)	19	20	20	20	
November 12		End of First Marking Period (K-8) (1/2 SD - 1 TD)					
November 15-18		Parent Teacher Conf. (K-8) (3 1/2 SD - 4 TD)					
November 19		No School (K-8)					
November 24		End of First Trimester (9-12 Half Day) (1/2 SD - 1 TD)					
November 25-26		Thanksgiving Recess					
December 8	3	K-12 Half Day (Professional Development)	16	16	16	16	
December 23		First Day of Holiday Break					
January 3		Classes Resume	19	20	19	20	
January 12	3	K-12 Half Day (Professional Development)					
January 17		No School (K-12) (MLK)					
January 18-20		Parent Teacher Conf. (9-12)					
January 21		End of First Semester (K-8) (1/2 SD - 1 TD) (No School (9-12))					
January 24		No School (K-8) (1 TD)					
February 9	3	K-12 Half Day (Professional Development)	19	19	19	19	
February 21		No School (K-12)					
March 1		MME Testing/Prof. Dev. HS Only	23	23	23	23	
March 11		End of Second Trimester (9-12 Half Day) (1/2 SD - 1 TD)					
March 23	3	K-12 Half Day (Professional Development)					
March 25		End of Third Marking Period (K-8) (1/2 SD - 1 TD)					
March 29 - April 1		Parent Teacher Conf. (K-8) (3 1/2 SD - 4 TD)					
April 4		First Day of Spring Break	14	14	14	14	
April 11		Classes Resume					
April 18-21		Parent Teacher Conf. (9-12)					
April 22-25		No School (K-12)					
May 6		No School (K-12)	20	21	20	21	
May 30		Memorial Day - No School					
June 15		Last Day Student/Teacher (1/2 SD - 1 TD)	11	11	11	11	
Prof Dev Hrs = 30			TOTAL	180	185	180	185

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

After School Professional Development One Hour
September 27 (Monday)
October 13 (Wednesday)
November 4 (Thursday)
December 13 (Monday)
January 5 (Wednesday)
February 24 (Thursday)
March 14 (Monday)
April 13 (Wednesday)
May 19 (Thursday)

A. Parent-Teacher Conferences

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

- Nine (9) hours of conference time will be scheduled in both the fall and spring semesters for K-8 grades and six (6) hours of conference time per trimester 9-12 grades in the evenings.
- No more than six (6) hours of conference time will be scheduled on any given day.
- Two (2) three (3) hour blocks of evening conferences and one (1) three (3) hour block of afternoon conferences will be scheduled for each semester grades K-8. It is understood that Kindergarten teachers may need to use morning conference time.
- Two (2) three (3) hour blocks of evening conferences will be scheduled for each trimester grades 9-12.

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

1. The conference schedule for their respective building will be determined by majority vote for the members of the Association and one (1) administrator assigned to that building.

2. The voting will be conducted in each building after open discussion of the schedule options at the opening day staff meeting. Fall, spring, and trimester conference schedules will be determined at this time.
 3. Consistent voting procedures will be followed in each building.
 4. Teachers who have valid extenuating circumstances which prevent them from adhering to the adopted schedule shall bring this to the immediate attention of the building Principal for disposition of the matter. In the event the Principal validates the need to revise the individual teacher's conference schedule, a separate nine (9) hour conference schedule for teachers on semesters; or a six (6) hour conference schedule for teachers on trimesters will be developed. In the event the Principal rejects the request, the teacher may appeal the decision to the Superintendent. If the matter is therein not resolved, it would then become a proper matter for the grievance procedure.
- B. It is understood that inservice days may be used on an individual basis for alternate professional development. Plans for use of these days shall be submitted to the building principal one (1) week in advance. Inservice days may also be used for departmental meetings on building/district levels.

ARTICLE VI NEGOTIATION PROCEDURES

- A. Representatives of the Board and the Association's bargaining committee may meet on the last school day Tuesday of each month for the purpose of reviewing the administration of the contract, and to resolve the problems that may arise. These meetings are not intended to bypass the grievance procedure. Either party shall request such a meeting when they deem it necessary.

The requesting party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss.

All meetings between the parties will be scheduled to take place as promptly as possible, at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.

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

- B. Prior to May 1st, and in no event prior to March 1st, (except by written agreement of the parties) the parties shall initiate negotiations for the purpose of entering into a successor agreement. Release time shall be provided the Association's negotiating committee to permit the parties to alternately meet both during and after regular school hours.

However, the Board shall only be obligated to provide release time to five (5) teachers for the purpose of negotiations.

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

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

ARTICLE VII COMPENSATION AND EXPENSES

- A. The basic salaries of teachers covered by the Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated period.
- B. New teachers hired into the school system may be given credit for outside experience in any public, private or parochial school at the discretion of the Superintendent. No credit shall be given for less than one-half (½) year. Credit will be given for up to two (2) years for military service or Peace Corps service.
- C. Each teacher shall be paid according to the following pay dates, with a choice of 21/22 or 26/27 pays, depending on the year. Notice of such choice shall be made by the first Friday in May. Once the choice is made, it may not be changed until the following year.

PAY PERIODS

2009-2010	2010-2011
August 28, 2009	September 10, 2010
September 11, 2009	September 24, 2010
September 25, 2009	October 8, 2010
October 9, 2009	October 22, 2010
October 23, 2009	November 5, 2010
November 6, 2009	November 19, 2010
November 20, 2009	December 3, 2010
December 4, 2009	December 17, 2010
December 18, 2009	December 31, 2010
December 31, 2009	January 14, 2011
January 15, 2010	January 28, 2011
January 29, 2010	February 11, 2011
February 12, 2010	February 25, 2011
February 26, 2010	March 11, 2011
March 12, 2010	March 25, 2011
March 26, 2010	April 8, 2011
April 9, 2010	April 22, 2011
April 23, 2010	May 6, 2011
May 7, 2010	May 20, 2011
May 21, 2010	June 3, 2011
June 4, 2010	June 17, 2011
June 18, 2010	July 1, 2011
July 2, 2010	July 15, 2011
July 16, 2010	July 29, 2011
July 30, 2010	August 12, 2011
August 13, 2010	August 26, 2011
August 27, 2010	

D. The teacher schedule is based upon the regular calendar as set forth in Article V and the normal teaching assignments as defined in this Agreement. For classroom assignments in excess of the regular calendar and the normal teaching load, teachers will be compensated at the rate of 1/6 of their salary.

Sixth hours will be determined after the Master Schedule is built and tentative teaching assignments have been distributed. The remaining unassigned, or additionally created class(es) will be the sixth hour.

A sixth hour assignment shall be filled on the basis of seniority, certification, and NCLB Highly Qualified requirements. In the event of a tie, the level of education will be the determining factor using the following priority: Masters plus thirty (30), Masters plus fifteen (15), Masters, Bachelors plus fifteen (15), Bachelors. Teachers must have attained a particular level in order to qualify i.e., Masters plus ten (10) hours is considered the same as Masters plus fourteen (14) hours. By mutual agreement of Administration and

the Association, exceptions can be made to the listed criteria based on the unique qualifications and/or skills demanded by the assignment.

Any teacher interested in teaching a sixth hour must submit a letter of interest detailing qualifications and certifications to instruct the course within NCLB Highly Qualified requirements no later than May 1 of the current school year. Should no letters of interest be received by May 1 and a sixth hour assignment becomes available, an additional three (3) day posting period will be offered. Under no circumstances shall any teacher on an instructional plan for improvement, mutually developed by the teacher and administrator, be considered for a sixth hour placement.

In the event of a new course offering, the most senior teacher responsible for the development of the curriculum will be assigned the sixth hour, assuming that all qualified teachers are fully employed. It is understood this arrangement will continue as long as the course is offered as a sixth hour.

GenNET instructors must receive satisfactory evaluations, and be agreed upon, by the building administration and G.I.S.D. in order to continue.

- E. Any teacher who substitutes for another teacher during his/her planning hour shall be paid at the rate of eighteen (\$18) dollars per period.

In K-6, teachers shall receive a pro-rated portion of eighteen (\$18) dollars when required to supervise a classroom due to the cancellation of specialty classes. A "period" shall be defined as 55 minutes.

- F. Teachers involved in voluntary extra-duty assignments as set forth in Appendix B, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- G. Teachers, who are authorized to use their own automobiles in pursuance of assigned school duty, shall be reimbursed at the IRS allowable rate with a minimum of twenty (20) cents per mile. All claims for reimbursement shall be made only upon forms provided by the Board.
- H. In recognition of service to the school district a terminal leave payment of \$200.00 for each year of service in the district will be paid to the teacher upon voluntary termination of employment with the district provided he/she has been employed by the district for at least ten (10) years. In the event of the death of this teacher, his/her beneficiaries shall receive this terminal leave payment.
- I. A minimum of one (1) year technical experience may be granted at the time of initial employment if it is directly associated in the technical areas of a vocational program of the employee. This experience must be necessary to qualify him/her for certification.
- J. Teachers, who have been employed by the Mt. Morris School District and have worked before a new Master Agreement for that school year has been reached, shall be paid their

retroactive pay for the period of time employed, even if they leave the school system before an agreement has been reached.

- K. All paychecks shall be distributed in the buildings in envelopes sealed at the business office, by the Building Principal or his/her secretary.
- L. A teacher shall receive an annual longevity payment according to the following schedule and shall continue until retirement or resignation:

Beginning with 12th year	\$1,700
Beginning with 15th year	\$1,800
Beginning with 18th year	\$1,900
Beginning with 21st year	\$2,000

A teacher must have six (6) years of experience in the district to qualify. Employees hired after the 1977-78 school year must work twelve (12) years in the district to qualify.

“Upon Board approval of the request to retire, at no later than the first Board meeting in June, the eligible retiree’s longevity pay will be included as part of his/her severance payment.”

- M. Beginning with the 2008-09 school year, by the third Friday in May of each school year, a teacher must choose one of the following options with regard to any unused compensatory time:
 - 1) Payment at the rate of \$18.00 per hour in June of the same school year, or
 - 2) Conversion to sick days at the end of the same school year.

Any extra time earned between the third Friday in May and the end of the school year will be paid at the \$18.00 per hour rate or rolled into the employee’s personal sick time bank.

ARTICLE VIII TEACHING HOURS AND ASSIGNMENTS

- A. Teachers shall be in their respective buildings for seven and one-half (7½) hours. Teachers shall be allowed to leave their buildings during the lunch period with prior notice to the building office.
- B. All teachers shall be entitled to a duty free, uninterrupted lunch period of not less than thirty (30) minutes. The thirty minutes does not include the time needed to escort students to the lunch room. The difference in time between the student lunch period and the teacher lunch period will not be used for teachers supervising lunch room or playgrounds.

- C. Each teacher in the system shall be allowed one (1) unassigned preparation period equal in length to a normal class period, but in no event less than forty (40) continuous minutes in each regular school day. It is intended that preparation time is not to be used for teachers' meetings or conference times without the consent of the teacher, unless deemed absolutely essential or of an emergency nature. However, one regularly scheduled building staff meeting per month may be held during the preparation period. If deemed necessary by the principal and Association Representative a second regular building staff meeting per month may be conducted during the preparation period. When a teachers' meeting, other than the regularly scheduled meeting mentioned above, is held during preparation time, teachers shall be granted mutually agreed upon compensatory time equal to the amount of time spent in the meeting, or pay, at sub rate, at the teacher's option.

In K-6 buildings, in addition to the 40 minutes initial preparation period, fifteen (15) minutes of duty free time for teachers will be scheduled.

- D. Junior and senior high school teachers will not be assigned without their consent to more than seven (7) preparations per year. Teachers in the junior and senior high will have five (5) assigned periods and one (1) unassigned preparation period per day.

For K-6, the Board will maintain, as a minimum, the 1985-86 level of specialty classes, such as music, gym, or foreign language.

- E. All staff members will attend all meetings called by the administration. Except in emergencies, meetings will be announced twenty-four (24) hours in advance. In the event that a meeting runs beyond the normal teacher work day, the administration shall provide an equivalent amount of release time within five (5) work days, as mutually agreed, or sub pay, at the teacher's option. The provisions in this article also apply to administratively approved parent conferences and IEPCs. Meetings scheduled after school shall begin no later than the end of the teacher work day. Meetings before school shall begin no earlier than one-half ($\frac{1}{2}$) hour before teachers normally start work.

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

It is additionally recognized that teachers will be expected to attend an additional one (1) hour per month meeting after student dismissal without compensation to allow for professional development or school improvement. These meetings will be scheduled in advance and will not occur more than nine (9) times in a school year.

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

ARTICLE IX PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's degree from an accredited college or university and a provisional or permanent continuing certificate. Upon the expiration of the provisional certificate, a teacher shall remain qualified if the requirements for permanent continuing certification have been fulfilled and application for permanent continuing certification has been made.
- B. Teachers shall not be assigned outside the scope of their teaching certificates and their NCLB Highly Qualified areas in accordance with the NCLB Highly Qualified standards effective the 2006-07 school year unless an exception is granted under the law or state/federal administrative guidelines. The term 'NCLB Highly Qualified' refers to federal standards which only apply to particular teaching positions.

Only in case of layoff, a teacher who is hired prior to 1986-87 shall be assigned to teach 7th and/or 8th grade classes in an area outside his/her major and/or minor fields if seniority permits. Said teacher shall acquire a minor in the subject area of assignment within a two (2) year period. Extension of this timeline may be granted by the Superintendent. Teachers involved shall furnish proof of working toward the acquisition of a minor on a semester basis, i.e., grade reports. Teachers who do not acquire a minor within approved timelines will be subject to layoff.

Teachers at the junior high level, currently teaching outside their major or minor field of study may move back into their major or minor when an opening occurs. However, if this move prevents a laid off teacher from being recalled, said move shall be delayed until another opening occurs.

- C. All teachers shall be given written notice of their tentative schedule for the forthcoming year no later than the preceding first day of June. These assignments shall include grade level for K-6 teachers and subject matter for 7-12 teachers. Subject matter shall go beyond "math or science." The "level" of these subject matters will also be indicated. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted if possible.

In no event will changes in teachers' schedules be made later than two (2) weeks prior to the commencement of the school year unless an emergency situation requires the same, and the Association shall be notified in each instance.

- D. Should it be necessary, due to an emergency situation, to change teachers' schedules during the school year, the following conditions shall apply:
1. The position shall be posted for five (5) days.
 2. Teachers who hold appropriate certificates and deemed Highly Qualified based on NCLB Highly Qualified standards may apply.

3. If the Superintendent elects to fill the position from the applicants from within the system, he/she must limit his/her selection to one of the two most senior certified and NCLB Highly Qualified applicants.
 4. In the event there are no certified and NCLB Highly Qualified applicants, the Superintendent may fill the position by transferring the least senior employee certified and NCLB Highly Qualified to fill the position.
 5. Assignment changes at the beginning of the second semester are at the discretion of the Superintendent.
 6. Emergency for the purpose of this article shall be defined as any of the following:
 - a. As set forth in the last sentence of Article XI, E.
 - b. The termination for any cause of a teacher during the school year.
 - c. Curriculum changes mandated by an outside agency during the school year.
- E. There shall be no more than two (2) teaching interns assigned to regular full-time classroom positions at any one time except by mutual agreement between the Board and the Association. No teaching intern shall displace any teacher under contract or prevent the recall of any laid off teacher who is qualified and certified for such position.

ARTICLE X TEACHING CONDITIONS

- A. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the energy of the teacher will be primarily utilized to this end.
- B. Student monies will be handled by the building administrator or his/her designee and not the classroom teacher unless it is mutually agreed to by both parties.
- C. The parties will cooperate to increase the use of the special services provided by the Genesee County Intermediate School District, particularly their testing programs and consultant services of special education teachers, and to correlate their activities with the regular classroom activities of the teacher to meet the needs of special students in the community.
- D. The teacher shall be allowed to arrange his/her room to suit his/her teaching needs and proper custodial services shall be maintained. Janitorial work will not disrupt nor interfere with normal classroom activity.
- E. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the

teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States.

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

It is understood that the Board agrees at all times to keep the school reasonably and properly equipped and maintained. Reasonable supplementary aids should be supplied to aid the transfer of thought and transition of work from the old to the next text or course of study, and the teachers involved shall be required to participate in an inservice training program before implementing new materials. Teachers shall be paid at per diem rate for any required inservice extending beyond the regular work day.

- F. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein all texts which are reasonably requested by the teachers in that school.
- G. The Board shall provide:
1. A separate desk for each teacher in the district with a lockable drawer space.
 2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 3. Adequate chalkboard space in every classroom.
 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
 5. A complete and unabridged dictionary in every classroom.
 6. Adequate storage space in each classroom for instructional materials.
 7. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibility.
- H. There shall be a controlled stockroom available to teachers. The teachers shall be able to order additional supplies during the school year as deemed necessary.
- I. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room appropriately

furnished, which shall be reserved for use as a faculty lounge. Provision for such facilities will be made in all future buildings.

- J. One telephone is to be installed in the following buildings: Central Elementary (main lounge, 2nd floor), and Elisabeth Johnson High School, to be located in the respective teachers' lounge. All long distance calls will receive prior approval from the building principal or his/her designee.

Long distance calls will be noted on a "Long Distance Call List". The record will include teacher initials, telephone number, city location and estimated conversation length.

- K. In schools where continuous cafeteria service is not available for teachers' use, the teachers, with the prior consent of the Board as to placement, may arrange for the installation of vending machines for beverages. The installation, operation, control and maintenance of the machines shall be the responsibility of the teachers, and all proceeds therefrom shall be used in such manner as the teachers shall determine.
- L. Adequate off street parking facilities shall be provided and properly maintained and identified exclusively for teacher use.
- M. Teachers shall not be required to work under unsafe or hazardous conditions nor to perform tasks which endanger their health, safety or well being.
- N. In the event that the Board establishes combination classes at the elementary level, the following shall apply. The Superintendent will seek volunteers to teach such classes. If no volunteer(s) is/are available, the least senior certified teacher shall be assigned to such classes.

Combination classes will be instituted to reduce overall class size; however, there will be no combination of kindergarten classes with any other grade level. Teachers shall be consulted as to the students to be enrolled in combination classes. Combination classes will not exceed twenty-four (24) students; however, only two (2) grade levels shall be in any combination class. Mainstreaming will be avoided in combination classes.

- O. At the elementary level, mainstreamed students who are placed in the general education self-contained classrooms 50% or more of the time, shall be included in the class size count.

Teachers of self contained K-6 general education classrooms will be compensated when more than three (3) mainstreamed students {exceptions being speech and language impaired (SLI) students receiving speech and language services only} are assigned to the class.

In grades K-6, regular classes shall not be combined for instructional purposes except with the consent of the teachers involved.

In grades 7-12 general education classrooms, effort shall be made not to exceed special education legal limit. If the number of special education students in grades 7-12 general education classrooms does exceed thirteen (13), teachers will be compensated.

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

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

Beginning with the 2006-07 school year, the Board agrees that it shall maintain the following teacher – pupil ratios:

- The kindergarten class size ratio will be targeted to 25:1. If class size numbers exceed 25:1, the teacher may choose one of the listed compensation options. Maximum class size will not exceed 30.
- In grades 1-3, class size ratio will be targeted 28:1. If class size numbers exceed 28:1, the teacher may choose one of the listed compensation options. Maximum class size will not exceed 32.
- In grades 4-6, class size ratio will be targeted 30:1. If class size numbers exceed 30:1, the teacher may choose one of the listed compensation options. Maximum class size will not exceed 32.
- In grades 7-12, class size ratio will be targeted 31:1. If class size numbers exceed 31:1, the teacher may choose one of the listed compensation options. Maximum class size will not exceed 33.

Any teacher who receives an aide may have his/her class size raised to the maximum before excess students are assigned to another teacher. Young 5's class size shall be maintained at a maximum of 18 students.

1. Where class size exceeds the ratios above, the administration shall provide relief from at least one of the following options as chosen by the teacher.
 - a. Supply an aide for at least 50% of the time.
 - b. Compensatory release time.
 - c. Pay at the rate of \$100 per student per semester for K-6 levels and \$30 per student per hour per semester for grades 7-12 when the student is "registered" for a majority of the semester.
 - d. Such other adjustments as may be mutually determined.
2. In the event students are grouped by ability for reading, etc., the eventual class size is not relevant for class size ratio purposes.

3. Inclusion classrooms may reach grade level class size maximums as defined, regardless of the number of teachers.
4. It is agreed that references to class size apply to the regular classroom. In performance and activity classes (i.e., music performing groups, physical education) for grades K-3, every effort will be made not to exceed classroom maximums, however, if maximum sizes are exceeded, compensation options become available. In performance and activity classes in grades 4-12, class size limits do not apply.
5. In grades 7-12, individual classes with multi-course levels shall be instituted only with consent of the teacher involved and shall be limited to twenty-four (24) students.
6. The established dates for determining class size shall be the official membership date for the first semester and the 3rd Wednesday in February for second semester. Adjustments will be made beyond the established dates in the event of changes in the teacher's class or enrollment.

ARTICLE XI VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers. Request by a teacher for transfer to a different class, building, or position shall be made in writing, one copy which shall be filed with the immediate supervisor, and one copy shall be filed with the Association, and one copy with the appropriate office. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such request shall be renewed once each year to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy will be filled on a temporary basis until the end of the current year by a teacher certified and qualified to fill such a vacancy at which time the position will be considered vacant. If, however, the vacancy is filled with an uncertified or unqualified teacher, the position will be considered vacant at the end of the current semester or trimester.
- C. Whenever a vacancy or new position arises, the Superintendent shall post notice of same on a bulletin board in each school building for no less than ten (10) calendar days before the position is permanently filled. Vacancies shall be filled on the basis of seniority, experience, certification and qualifications. For the purposes of this article qualifications, in addition to meeting the NCLB Highly Qualified standards, it further refers to: (1) demonstrated successful experience, (2) level of education (advanced degree), (3) major as opposed to minor field of study, and (4) accrediting agency criteria.

- D. Extra duties enumerated in Schedule B are not obligatory, but shall be with the consent of the teacher. In the event of a vacancy in Schedule B, preferential treatment shall be extended to members of the bargaining unit. However, the position may be awarded to a candidate outside the bargaining unit if the outside candidate clearly has greater experience, competence or qualifications. In the event an inside candidate is not selected, he/she is entitled to a conference with the Superintendent to receive an explanation regarding the selection.
- E. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and Association of the reasons for the transfer. If the teacher objects to such transfer for the reasons given, the dispute shall be resolved through the professional grievance procedure. Any vacancy not filled by August 15, the Union will be notified that such vacancy(s) shall be considered an emergency situation and the posting period shall be waived.
- F. Whenever any vacancy shall occur in any professional position in the district for which certification or a degree is required, other than one on the basic salary schedule (Appendix A), and extra-curricular pay schedule, (Appendix B), the Board shall publicize the same by giving written notice of such vacancy to the Association and by providing for appropriate posting on a bulletin board in each school building. Posting during the summer shall be in the business office and notification sent to the Association. No vacancy shall be filled except on a temporary basis, until such vacancy has been posted for at least ten (10) days. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other mutually agreeable factors. A copy of the procedure for interviewing and otherwise judging the merits of the applicants for such position shall be given to all teachers who make application for such positions. The decision of the Board as to filling of such vacancy shall, however, be final.
- G. Any teacher, who shall be transferred to an administrative or executive position and shall later return to a teacher status, shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE XII MASTER/MENTOR TEACHER PROGRAM

- I. **Definitions**
 - A. Master Teacher Program (MTP) is defined as an organized program designed to support the orderly passage of the beginning teacher through the first three years he/she is in the classroom, pursuant to Section 1526 of the School Code of 1976. This process shall be supportive and instructive rather than evaluative. It is important that the Administration and Association work together to achieve this end.

B. **Beginning teacher/mentee/probationary teacher is an individual who is in his/her first three years as a classroom teacher.**

C. **Master/mentor teacher is an experienced educator.**

II. Purpose

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

III. Mentor Selection

A. **The Mt. Morris School District shall maintain a pool of potential mentors. The Administration, mentors and mentees shall work together to make teacher/mentor matches.**

B. **Participation as a mentor shall be voluntary.**

C. **When bargaining unit members are involved, every effort will be made to establish matches in the same building with close proximity and in the same/similar specialty or area of certification.**

IV. Mentor Authority

The activities of the match, the help and assistance given shall not, in any fashion, be a matter included in the mentor's or probationary teacher's evaluation.

V. Mentor Teacher Training

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

VI. Roles and Responsibilities of Mentors:

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

A. **Provide the probationary teacher with professional support, instruction, and guidance.**

- B. Demonstrate effective instruction to the probationary teacher.
- C. Meet regularly with the probationary teacher to provide assistance in the following areas:
 - 1. Curriculum and instructional strategies
 - 2. Organizational skills
 - 3. Classroom organization and management techniques
 - 4. Diagnosing learner needs and differences
 - 5. Assessing student progress, and
 - 6. School culture.
- D. Attend a minimum of three (3) mentor/mentee professional development meetings per year.

VII. Mentor and Mentee Release

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

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

VIII. Mentor Stipends

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

- A. First year probationary (mentee) teacher \$500.
- B. Second year probationary (mentee) teacher \$300.
- C. Third year probationary (mentee) teacher \$100.

ARTICLE XIII SICKNESS OR DISABILITY

- A. At the beginning of each school year, each teacher shall be credited with nine (9) days leave allowance to be used for absence caused by illness or physical disability of the teacher. Teachers shall receive a confirmation of their accumulated sick leave days with the first paycheck of the school year.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leaves shall be granted a leave of absence without pay for the duration of such illness or disability. Leaves of absence up to one year in duration may be granted. Leave may be renewed by written request.

- C. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox and/or any childhood disease shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave. This must be supported by a doctor's diagnosis.
- D. Any teacher, upon voluntarily leaving the system, shall be paid his/her accrued sick leave in the amount of \$45.00, per day, without limitation for 2005-2006 school year. Payment for accrued sick days shall occur upon voluntary termination of employment with the district or at the end of each school year, at the discretion of the teacher. At the end of each year, a teacher may be paid for all or part of the unused sick day allowance for that year. Unused sick days remaining in a teacher's account shall be paid upon voluntary termination of employment with the district. This provision shall be effective upon ratification of the contract and is expressly understood that it has no retroactivity. In the event of the death of this teacher, his/her beneficiaries shall receive this accrued sick leave benefit.

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

- E. A teacher will not suffer loss of sick days or the compensation resulting from a disability in the performance of his/her job or participation in any school related activity or school-sponsored activity, unless such disability shall be permanently rendering the teacher unable to return. The Board reserves the right to select the proper physician and medical facility to determine the extent of individual disability.

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

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

Family and Medical Leave Act of 1993:

- F. Employees with one year of seniority, who have worked at least 1,250 hours during the previous twelve month period, shall be eligible for Family and Medical Leave. Those covered by Family and Medical Leave shall be the employee, employee's seriously ill child, spouse or parent of employee. The employee's child shall mean biological, adopted or foster child. If the child is over 18 years of age, the child's illness must be verified by a doctor's statement at the time the Family and Medical Leave is requested.

Under this provision, a leave of up to twelve weeks is available. With respect to a birth or placement of a child, the entitlement shall expire at the end of the twelve month period beginning on the date of such birth or placement.

The leave must be taken in consecutive full days whenever possible. Under special circumstances, with the written permission of the Employer, other arrangements can be made. This leave shall be without pay, except as provided below.

During this Family and Medical Leave, the employee may use any paid vacation or paid sick days and/or paid personal days which the employee may have available. There shall be no benefit accrual during this Family and Medical Leave, unless specified elsewhere.

The employee shall provide the employer with at least thirty days notice with respect to the birth of a child or the possibility of an adoption or foster home placement, other notice shall be given as soon as practicable.

The doctor's statement must include the date on which the condition commenced, the probable duration of the condition and the appropriate medical facts.

The Employer may request a second opinion from the doctor selected by the Employer and paid for by the Employer. In any case in which the second opinion differs from the original certification, the employing agency may require, at the expense of the agency, that the employee obtain the opinion of a third health care provider designated or approved jointly by the employing agency and the employee.

Upon return such leave, the employee shall be returned to his/her former position or an equivalent position.

ARTICLE XIV PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:
1. A critical illness in the immediate family. Critical shall be defined as requiring medical attention immediately.
 2. One (1) day emergency illness in family requiring a teacher to make arrangements for necessary medical or nursing care.
 3. One (1) day for each occurrence for attendance at the funeral service of persons whose relationship to the teacher warrants such attendance. This shall apply to both family and friends.
 4. Hardship cases will be reviewed by the emergency committee composed of two delegates of the Board of Education and two delegates from the Association.
- B. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. A maximum of five (5) days if necessary for each death in the immediate family for the purpose of attending a funeral and any other matters related to the death. Days must be used consecutively and must include the day of the funeral service. Immediate family is defined as mother, father, step parents, spouse, brother, sister, children (including miscarriage), step children, grandchildren, aunts, uncles, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.
 2. A teacher called for jury duty shall be compensated his/her regular teaching salary. However, jury duty money received by the teacher shall be turned over to the Board of Education. A continuation of the teacher's pay for jury duty shall be limited to sixty (60) days in any one (1) school year.
 3. Court appearances as a witness in any court case connected with the teacher's employment, except when such case is filed by an individual teacher or the Association or union related activities.
 4. Time for professional conferences may be allowed if approved by the Superintendent. The teacher planning to use a professional conference day shall notify his/her principal at least one week in advance of his/her absence. Professional conference days shall be used for the purpose of (1) visitation to view other instructional techniques or programs, (2) conferences, workshops, or seminars conducted by colleges, universities and the MEA and NEA and/or affiliate departments thereof. Reimbursement of expenses shall be paid to the teacher when receipts are presented to the business office.
 5. At the beginning of every school year the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association. The Association agrees to notify the Board no less than 48 hours of the date for intended use of said leave. Any unused Association days will accumulate from year to year to a maximum of thirty (30) days. After the accumulated days of Association leave have expired, the MMEA will pay for the substitute for only ten (10) full days beyond the accumulated days.
 6. Time necessary to take the Selective Service physical examination.
 7. At the beginning of every school year, each teacher shall be credited with three (3) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least five (5) days in advance except in case of an emergency. Personal leave shall not be taken immediately prior to any holiday, or immediately following any holiday. No more than 10 percent of teachers in any building (school) will be allowed personal leave the same day. Unused personal days will be converted to sick days at the end of the school year.
- C. Leaves of absence without pay for educational purposes may be granted to teachers who have three (3) consecutive years in the bargaining unit with the Mt. Morris School System. No more than four (4) teachers in any one year will be granted leaves of absence

without pay. Teachers must carry fifteen credits or the full-time equivalent as defined by an accredited university per quarter or equivalent.

1. Study related to the teacher's licensed field. Limit one year.
 2. Study to meet eligibility requirement for a license other than that held by the teacher in the field of regular or special education. Limit one year.
 3. Study, research or special teaching assignment involving probable advantages to the school system. However, a joint committee of the Board of Education and Association representatives may decide whether the study, etc., is of great value whereby some portion of the leave may be paid by the Board, upon the agreement of its implementation, when finished, in the Mt. Morris Schools. The regular salary increment occurring during such period shall be allowed.
- D. A leave of absence of up to two (2) years may be granted to any teacher upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries, foreign or military teaching programs, the Peace Corps, or Job Corps as a full-time participant in such program; or cultural travel or work related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system.
- Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been paid had he/she taught in the district during such period. No more than ten percent (10 %) of the professional staff shall be granted such a leave at any one time.
- E. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period. Teachers shall have sick leave allowances credited to them had they remained in active service to the school system.
- F. A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff on a state or national level. Upon return from such leave, such teacher shall be placed at the next step on the salary schedule.
- G. A leave of absence not to exceed four (4) years may be granted to any teacher upon application for the purpose of campaigning for and serving in a public office. Upon return from such leave, a teacher shall be placed at the next step on the salary schedule.
- H. A maternity leave of up to twelve months shall be granted to any teacher who becomes pregnant. Pregnancy related illness or disability shall be treated as any other illness or disability. The teacher may use sick leave for those work days on which she is unable to perform her job. Teachers shall be reassigned in accordance with Article XIV, Section K. The Board shall pay all fringe benefits for up to one year.

- I. Child care leave of up to one year shall be granted to any teacher who adopts a child if such leave is necessary to complete the adoption requirements.
- J. An unpaid personal leave of up to one (1) year may be granted to any teacher if deemed necessary due to a family or personal emergency not covered elsewhere in this agreement.
- K. The Board agrees that a teacher returning from leave during the school year in which he/she left, or if the said teacher returns from leave in the subsequent school year, shall be returned to the same or similar position he/she had prior to the leave. Any person on leave must notify the Board by registered mail of his/her intentions to return 90 calendar days prior to the return or he/she may forfeit all recall rights. A teacher who makes false application shall forfeit all rights to reemployment.

ARTICLE XV SABBATICAL LEAVE

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

ARTICLE XVI INSURANCE PROTECTION MESSA PAK

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

- A. The Board shall provide, without cost to the employee, MESSA Choices II protection (\$10.00/\$20.00 prescription co-pay) for a full twelve (12) month period for the employee's entire family through the MESSA program. When appropriate, Medicare

premiums will be paid on behalf of eligible spouses or their dependents.
Reimbursements of RX up to \$180, per employee, total for March 1, 2010 through August 31, 2010. (Employee pays 1st \$10 of RX.)

1. The Mt. Morris Board of Education shall provide a cash option in lieu of health benefits (the "Cash Payment"). The Board shall develop and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code (the "Plan").
 2. The amount of the Cash Payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity. The Cash Payment amount shall be, according to the following enrollment increases: 1-10 participants - \$200 per month; 11-20 participants - \$300 per month; 21 or more participants - \$500 per month. Interested members must notify the Finance Department in writing no later than September 15 of the current school year. On September 16 the Association President will be notified of the number of participants. To elect a Tax Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.
 3. The Board and the Employee shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to a Tax-Deferred Annuity.
 4. The Plan will become effective October 1, 1997. Benefits currently being provided to bargaining unit member employees shall continue as contained in the Collective Bargaining Agreement, up to and after the effective date of the Plan. Should the Parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan document shall be amended to reflect these changes.
 5. All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.
- B. The Board shall provide MESSA Long Term Disability Insurance, Comprehensive Plan 2 (30 day exclusion) at 66 2/3 percent for each teacher with a \$4,500 monthly maximum.
- C. Dental Care - The Board shall provide all employees of the bargaining unit with MESSA Delta Dental Plan Auto Plus /100: (90/90/90).
- D. Life Insurance - The Board shall provide all employees of the bargaining unit with MESSA Group Term Life Insurance protection in the amount of \$40,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.
1. Employees who have Board provided term life insurance, as provided above, have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day

of employment. Such provisions are subject to the conversion right policies of the insurance carrier and are not bestowed upon by virtue of this agreement.

- E. **Optical Insurance - Each member of the bargaining unit will be provided with MESSA VSP-3.**
- F. **The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve-month period commencing October 1, and ending September 30.**
- G. **In the event that an employee is absent because of illness or injury and has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue throughout the balance of the school year. If there is disagreement with the individual's diagnosis by his/her doctor, then the Board shall select a physician of its choice; if the two doctors' diagnosis disagree, then a neutral choice of doctor shall be selected by the Genesee County Medical Society to determine whether the individual is eligible for insurance payments for a full twelve (12) months.**

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

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

- H. **A single payroll deduction shall be available for all additional MESSA programs.**
- I. **Insurance coverage for the surviving spouse of deceased member shall continue as earned pro rata or as paid up by the Board, whichever is greater.**
- J. **The Board and the Association pledge to objectively examine each fringe benefit program. If a comparable program can be found, and the parties agree that it is comparable, offered by a reputable carrier at less cost to the Board, the parties will seek to implement such program with mutual consent. The relationship between MESSA and MMEA and MEA shall not be a factor in determining comparability.**
- K. **During the 2006-2007 school year, the IBB committee will examine HRA health insurance plans. If considerable savings and comparable benefits can be found, the IBB committee may recommend opening contract for wages and benefits for the 2007-2008 school year.**
- L. **A committee will explore possibilities of creating a dependent care account.**

ARTICLE XVII ACADEMIC FREEDOM

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

ARTICLE XVIII TEACHER EVALUATION AND PROGRESS

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

- A. Each teacher, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she shall be evaluated.

- B.** A pre-evaluation conference shall be held between the evaluator and the teacher so that the evaluator can be appraised of the teacher's objectives, methods, and materials planned for the teaching-learning situation.
- C.** The evaluation of teachers shall be in writing. Probationary teachers shall be evaluated at least three times during the school year, two months following the teacher's commencement of service, four months after the teacher's commencement of service, and ninety days prior to the end of the probationary school year. Teachers whose services are being considered for termination under provisions of the Tenure Act, shall receive a registered letter of notification and statement of charges from the Superintendent and be advised of their rights under the Tenure Act for a hearing and appeal. The Association shall receive a copy of such notification. Teachers who are so notified may be suspended with pay pending a final determination by the Board after completing a hearing as provided in the Tenure Act.
- D.** Evaluation shall only be conducted by an administrator. Such observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, surveillance equipment, public address or audio-system and similar surveillance shall not be used as a device for teacher evaluation.
- E.** A copy of the written evaluation after each observation shall be submitted to the teacher at the time of the personal interview or within ten days thereafter; one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. All evaluations shall be based upon valid criteria for evaluation of professional growth as jointly determined by the Board and the Association.
- F.** No later than March 15 of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise of the reasons therefore in writing with a copy to the Association and provide for a hearing where requested.
- G.** Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such a file. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempt from such review. The administrator shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher. However, the teacher's evaluation reports relative to the teacher since coming to the Mt. Morris system and tenure recommendations will be available.

- H. There shall be only one official file kept in the Superintendent's office to be used for each individual teacher's evaluation. This official file shall be updated to correspond to the principal's file. No material may be placed therein without the teacher's knowledge and the teacher shall be allowed an opportunity to file a response thereto, which shall become a part of said file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- I. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- J. A committee of three (3) administrators and three (3) teachers shall be established to review the evaluation instrument.

ARTICLE XIX PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of the agreement provided that teachers may reasonably refuse to carry out an order which threatens physical health and safety.
- B. The Association recognizes that abuses of sick leaves, chronic tardiness or absence, willful deficiencies in professional performances, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school buildings. The administration shall notify the teacher in writing of the alleged delinquencies, indicate expected correction and indicate a reasonable period for correction. The purpose of discipline is to correct behavior.
- C. 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 representation is present.
- D. No teacher shall be disciplined, reprimanded or reduced in compensation without just cause. Any such discipline, reprimand, or reduction in compensation including adverse evaluation of teacher performance, asserted by the Board representative, therefore shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis of disciplinary action will be made available to the teacher and the Association.

ARTICLE XX SCHOOL IMPROVEMENT PROCESS

Both the administration and the Mt. Morris Education Association are working toward North Central Accreditation. It is mutually agreed that the purpose of the School Improvement process is to improve student outcomes. In order to accomplish this goal the cooperation of all members of the educational community is required. To this end the parties agree all aspects of the education system and process may be reviewed as part of the North Central Accreditation process. This includes, but not limited to, such school improvement processes as Strategic Planning, Building School Improvement teams, School Improvement inservices, BEL/CAP School Improvement strategies, and various ad hoc committees formed through-out the school year for the purpose of school improvement. This process may also include those areas covered under P.A. 335 of 1993.

Those teachers who opt to participate in school improvement activities outside of the contract day will be compensated at the rate of \$18.00 an hour. Meeting dates and times must be approved in advance in writing by the Principal. Teacher requested conferences, seminars and training sessions are not covered by the \$18.00 per hour rate.

A Joint Trimester Steering Committee is responsible for establishing guidelines for evaluation and review of the trimester scheduling at EAJ. The Joint Trimester Steering Committee will be comprised of three (3) representatives selected by the MMEA President or his/her designee and three (3) representatives selected by the Superintendent or his/her designee. The Joint Trimester Steering Committee will make recommendations by December 1st of each school year to the parties regarding modifications and changes to the trimester program for the following school year.

A subcommittee of the professional negotiating team of each party will review as soon as possible the JTSC recommendations and determine what recommendations will be implemented for the following school year.

ARTICLE XXI REDUCTION IN PERSONNEL

- A. No teacher shall be laid off pursuant to a necessary reduction in personnel unless there is a decrease or lack of revenue, a decrease in the number of students enrolled, or changes beyond the control of the Board in the curriculum or facilities or an outside agency impact on the district. In the event the Board lays off teachers during the school year, teachers will be given at least twelve (12) calendar days notice.
- B. Before the Board makes any necessary reduction in personnel, it will first negotiate with the Association regarding the effects of such reduction. This will include, but not be limited to, such problems as the criteria used for the determination as to who will be discharged or laid off and the reemployment rights of such persons. Layoff shall not include the failure to fill terminations or teachers being displaced due to other teachers returning from leaves. Existing staff who have been transferred to fill a vacancy created by a leave shall fall under Article XIX A above.

1. In the event that a reduction of staff is deemed necessary, leaves of absence without pay will automatically be granted to any and all teaching staff affected by this reduction. These leaves of absence shall not prohibit the teachers from seeking and accepting gainful employment elsewhere, and shall not be terminated for that reason except on written request of the teacher.
 2. During said leave of absence such teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits at his/her own expense. This section is contingent upon approval by the respective insurance carriers.
 3. During said leave of absence such teacher's seniority shall remain unbroken despite such leave, and his/her accumulated sick leave shall not be canceled, but shall remain credited to him/her.
 4. Any teacher who would have qualified for full state retirement during the reduction year shall be permitted to teach a year (as determined by the recall procedure outlined below) so as to acquire needed service.
 5. The fact that a teacher is placed on leave of absence for the purpose of staff reduction shall not result in the loss of status or credit for previous years of service. Upon return to the Mt. Morris District, he/she shall assume the step position on the salary schedule which he/she would have held had he/she been actively employed in the Mt. Morris District for the same period provided he/she remains in the teaching field.
 6. Layoffs shall not include failure to fill terminations or the failure to reemploy teachers who are being displaced by teachers returning from leave. Existing staff members who have been transferred to fill vacancies caused by leaves shall fall under Paragraph C.
- C. In the event that it becomes necessary to reduce the number of teachers, through layoff, from employment by the Board, then the teachers with the most seniority in the District who are certified and meet the NCLB Highly Qualified standards shall be retained. The seniority date will be the official date of hire by the Board of Education as determined by official records or the first day of employment with the school district. The earliest date will be used for all employees. Beginning with the 1978-79 school year, the seniority date will be the first day of employment with the district.
- Approved leaves of absence will not terminate nor add to seniority in the school district unless otherwise specified in this Master Agreement. All positions covered under this Master Agreement shall be applicable to this provision.
- D. In the event of ties in length of seniority, the last digit of the social security number shall be used to break the tie. The person with the lowest last digit (zero is low, nine is highest) shall be ranked higher on the seniority list. If both last digits are the same, the digit on its immediate left shall be used to break the tie.

Anyone hired after January 1, 2010, probationary teachers will retain their recall rights for five (5) years from date of layoff.

- E. In the event of layoff, the Board will institute a recall procedure by which a teacher with the most seniority who is qualified and certified to fill the vacancy will be recalled first. If the layoff was for financial reasons, recall will be initiated immediately upon resolution of any financial crisis which may have precipitated the necessary reduction in personnel.
- F. If a position exists within the Mt. Morris District for which the teacher is qualified and certified, the teacher shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he/she has declined the position. The teacher shall notify the Personnel Office by March 15 of the current school year of his/her intent to return to the Mt. Morris District the following year. No new staff shall be hired until all staff on layoff in line with their seniority, qualifications, and certification have been offered an opportunity in writing to return to active employment. It is the teacher's responsibility to keep his/her current address with the Personnel Office.

ARTICLE XXII ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

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

ARTICLE XXIII SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for the Driver Education and Summer School programs will be made by the Board on the basis of preference to tenure teachers possessing permanent/continuing teaching certificates regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than three hours in any summer school program.
- B. The Board agrees at all times to maintain an adequate list of substitutes. Teachers shall be informed of telephone numbers they shall call to report unavailability for work. Teachers starting after 8:00 a.m. must call in by 6:45 a.m. Teachers starting at 8:00 a.m. or earlier must call in by 6:30 a.m. to report their unavailability. Those teachers failing to comply are subject to disciplinary action.

- C. Specialty Area teachers such as music, art and physical education will not be used as substitute teachers except when regular substitutes cannot be obtained. The Board will make a record of their attempt to get substitute teachers.
- D. If a substitute having provisional, or permanent/continuing certificate serves in a position vacant for which he/she is NCLB HIGHLY QUALIFIED for a period in excess of ninety (90) consecutive professional days, he/she shall be offered a regular teaching contract, and if the person on leave of absence returns, the substitute will be relieved of the contract.
- E. Part-time teachers, those who are not working full-time, shall be paid pro-rata and shall receive prorated preparation time and all other benefits of bargaining unit members.

Part-time positions shall be limited to no more than five percent (5%) of the total bargaining unit members and shall be established only when it is not possible to hire a full-time teacher or necessary to establish a full-time position. The percentage limitation may be exceeded only with express consent of the Association for each instance.

Part-time positions shall be posted under the same procedure as full-time positions. Hiring shall be from within, if possible. If there are no certified applicants from within the unit, the position may then be posted externally. Salary for posted non full-time certified positions will be pro-rated according to the percentage of time worked and the appropriate step or Appendix A. Fringe benefits will be pro-rated subject to the policy requirements of the carrier. Seniority will accrue on the same pro-rated basis.

ARTICLE XXIV STUDENT DISCIPLINE AND PROTECTION OF TEACHERS

- A. The Board shall give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional personnel, 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 child's desirable characteristics. A teacher may use such force as is necessary to protect himself/herself from attack or prevent injury to another student.
- C. A teacher may request the exclusion of a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The teacher shall have the right to refuse to readmit the student to class for the remainder of the hour. The teacher shall not have the

right to determine the punishment in such cases. The Board agrees that discipline cases will be dealt with in accordance with the Student Code of Conduct.

- D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. Time lost by a teacher in connection with an incident whereby the teacher is not at fault shall not be charged against the teacher.
- F. The Board will reimburse teachers, if the teacher is not in error, for any loss, (not covered by personal insurance) damage, or destruction to clothing or personal property of the teacher while on duty in the school or on the school premises, but in no event will there be any coverage for money in any form.
- G. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly discussed with the teacher. After said discussion, if the matter requires interviews with anyone other than the parent and/or complainant, the teacher shall be notified in writing. Upon receiving notification, the teacher shall not discuss the matter with the complainant or potential witnesses, including staff (excluding association representative). If any question of breach of professional ethics is involved, the Association shall be notified.

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

- H. Teachers shall be expected to exercise reasonable care with respect to the safety of pupil and property, but shall not be individually liable, except in case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XXV GRIEVANCE PROCEDURE DEFINITIONS

- A. A "grievance" is a claim that there has been a violation, misinterpretation or inequitable application of the terms of the agreement or Board policy which relate to wages, hours or working conditions. The Association agrees not to process a grievance in which the same issue has been or is being processed to the Michigan Employment Relations Commission, the Equal Employment Opportunity Commission, the Fair Employment Practices Commission, or the Tenure Commission. A grievance must be filed within fifteen (15) days of when the teacher became aware of the act or condition giving rise to the grievance.

- B. The term "teacher" may include any individual or group of teachers who are certified and who are members of the bargaining unit.
- C. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action, or against whom action might be taken, to resolve a problem.
- D. The term "days" when used in this section shall, except when otherwise indicated, mean work days.

PURPOSE

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

STRUCTURE

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

PROCEDURE

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

LEVEL ONE

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

Superintendent for disposition and the Superintendent will send copies to the buildings involved.

LEVEL TWO

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

LEVEL THREE

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

LEVEL FOUR

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

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

The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitrator shall be shared equally by the parties. If any probationary teacher from whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

RIGHTS TO REPRESENTATION

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

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

MISCELLANEOUS

- A. During the pendency of a proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- B. There shall be no reprisals of any kind by administrative personnel against any party of interest, his/her Association Representative, any member of the grievance committee, Appeal Committee, Ad Hoc Committee, or any other participant in the procedures set forth herein by reason of such participation.
- C. All documents, communications, and records dealing with the proceedings of appeals, making reports and recommendations, and other documents shall be given appropriate distribution by the Mt. Morris Education Association, so as to facilitate operation of the procedures set forth herein.
- D. All documents, communications, and records dealing with the grievance shall be filed separately from the personnel files of the participant.
- E. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
- F. Release time will be provided to bargaining unit members whose testimony is mutually agreed to be essential to the merits of a case submitted to an arbitrator.

The Association agrees not to process grievances to arbitration that seek to solely enforce a statutory (statute and regulations thereof) or constitutional right. This does not preclude the Association from processing a grievance to arbitration wherein statutes, regulations, court decisions, and constitutional provisions may be evidence in support of the grievance.

However, the Association recognizes that it is not proper to ask the arbitrator to rule on a grievance solely on the basis of a relevant statute, regulation, court decision, or constitutional provision and the Board recognizes that statutes, regulations, court decisions, and constitutional provisions may have a hearing on certain contract provisions.

**ARTICLE XXVI
DEPARTMENT HEADS/GRADE LEVEL CHAIRPERSONS**

- A. Any department in the high school or junior high school with more than three (3) teachers shall have a department head. Central elementary shall have a grade level chairperson at each grade level.
- B. The department heads/grade level chairpersons shall exercise the coordination of programs and materials and shall serve as instructional liaison between the teachers of the department and the administration.
- C. Department heads/grade level chairpersons shall not be considered as supervisory employees and shall not be involved in the evaluation of teachers.
- D. The Board shall determine the job description of department heads/grade level chairpersons.
- E. Prior to any teacher being selected as a department head/grade level chairperson, all candidates for the position shall be supplied with the job description.
- F. Those teachers who were department heads in the 1977-78 school year shall continue to receive five (5%) percent of their annual salary for the duration of their assignment as department heads. Beginning with the 1978-79 school year new department heads will receive five (5%) percent of the base salary at the senior high and three (3%) percent of the base salary at the junior high. Grade level chairs should receive two (2%) of the base salary.
- G. If a substantial change in the job description occurs, the department head may resign the position.
- H. Should a department head resign the position during the school year, the pay shall be prorated.

**ARTICLE XXVII
CHARTER/ACADEMY SCHOOLS**

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

**ARTICLE XXVIII
MISCELLANEOUS PROVISIONS**

- A. A faculty card suitable for all athletic and cultural functions shall be issued to all teachers. It shall provide for admission for the teacher and one family member. Passes are to be issued to the faculty for their own use. Any violation will constitute loss of the card for the remainder of the season.

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

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

- F. **Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement; this Agreement during its duration, shall be controlling.**
- G. **This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. All teachers covered under this agreement who participate in the production of tapes, publication, or other produced education materials, shall retain residual rights should they be copyrighted or sold by the district.**
- H. **This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.**
- I. **If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.**

- J. Copies of this Agreement titled "Professional Agreement between the Mt. Morris School District and the Mt. Morris Education Association, MEA/NEA" shall be printed professionally by the MMEA, at the expense of the Board within forty-five (45) days after this agreement is signed. (One member of the MMEA, one administrator, and one Board member will meet to proofread the final printing.)

Copies shall be presented to each teacher now employed, hereafter employed, or considered for employment by the board. Further, there shall be seventy-five (75) copies of the master agreement presented to the Association for its use.

- K. Retroactive pay, if any, should the contract not be settled at the time school starts, shall be in separate check and not in the regular paycheck.

- L. Supervisory teachers shall be certified tenured teachers, meeting the NCLB Highly Qualified standards, possessing, whenever possible, a Master's degree, who voluntarily accept the assignment of supervising student teachers.

Insofar as possible, they shall have previously taken a university course in basic principles of supervising student teachers or shall indicate a willingness to accept such an academic learning experience.

- M. Any section or article that has been in previous Master Agreements and has not been negotiated out of the Agreement, but omitted due to a typing error shall automatically become part of the new Master Agreement.

Individual contracts shall be mailed to teachers thirty (30) days after this agreement is signed by both parties.

- O. The Board agrees to furnish the Association with seven (7) copies of the minutes of all Board meetings beginning with the year's first regularly scheduled meetings in September, 1974. The Association will post the Board minutes in each teacher's lounge throughout the system. The seven (7) copies will be given to the MMEA President or designee for distribution.

- P. Teachers who are requested to work beyond the regular school year or proceeding the next school year shall be paid at the rate of teacher work days in the regular calendar at the regular salary. Teachers working in the month preceding the new school year shall be paid at the rate scheduled for the new school year.

- Q. Teachers who are hired by the board of education during the first semester will be given a full-year credit for pay purposes. Teachers hired during the second semester will receive one-half year credit.

- R. A committee will explore the possibilities of receiving CEU's for professional development.

ARTICLE XXIX CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of the Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an Act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

ARTICLE XXX SENIORITY

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

The following leaves of absence will not terminate nor add to seniority:

ARTICLE XI-G

ARTICLE XIV-C, 1, 2 & 3 (unless paid by the Board) F, G, H, I & J.

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

- B. All school years prior to 1985-86 are considered to have 185 work days. All months within a school year prior to 1985-86 are considered to have twenty (20) work days per month. Beginning with the school year 1985-86, seniority days per month shall be actual work days in that month.
- C. When two or more individuals have the same number of contributed work days, the hire-in date will determine seniority.
- D. Work done in excess of the regularly scheduled work year, as determined by the negotiated school calendar, shall not accrue extra seniority.

- E. For bargaining unit members hired prior to 1978-79, the seniority date will be the official date of hire by the Board of Education as determined by official records or the first day of employment with the school district. The earliest date will be used for all employees hired prior to the 1978-79 school year.
- F. 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 bearing signatures of the President of the Association and the Superintendent shall be distributed to each building, the Association and the Administration.

ARTICLE XXXI TENURE IN POSITION

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

ARTICLE XXXII VIDEO SURVEILLANCE

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

**APPENDIX A
TEACHER SALARY
2008-2009**

STEP	BA/BS	BA/BS + 15 Hours	MA/MS	MA/MS + 15 Hours	MA/MS + 30 Hours
1	\$35,034	\$36,291	\$38,202	\$39,542	\$41,635
2	\$35,737	\$37,024	\$38,972	\$40,334	\$42,476
3	\$36,449	\$37,753	\$39,740	\$41,131	\$43,310
3½	\$37,550	\$38,895	\$40,947	\$42,380	\$44,626
4	\$38,651	\$40,039	\$42,146	\$43,621	\$45,932
4½	\$39,626	\$41,048	\$43,203	\$44,716	\$47,086
5	\$40,600	\$42,058	\$44,265	\$45,815	\$48,247
5½	\$41,622	\$43,120	\$45,381	\$46,966	\$49,457
6	\$42,646	\$44,175	\$46,494	\$48,122	\$50,672
6½	\$43,937	\$45,512	\$47,901	\$49,578	\$52,207
7	\$45,227	\$46,847	\$49,305	\$51,027	\$53,734
7½	\$46,591	\$48,262	\$50,792	\$52,569	\$55,354
8	\$47,961	\$49,681	\$52,278	\$54,110	\$56,978
8½	\$49,409	\$51,175	\$53,857	\$55,747	\$58,693
9	\$50,853	\$52,677	\$55,440	\$57,381	\$60,423
9½	\$52,642	\$54,538	\$57,389	\$59,395	\$62,542
10	\$57,792	\$61,025	\$64,799	\$68,251	\$71,586

**APPENDIX A
TEACHER SALARY
2009-2010**

STEP	BA/BS	BA/BS + 15 Hours	MA/MS	MA/MS + 15 Hours	MA/MS + 30 Hours
1	\$35,209	\$36,472	\$38,393	\$39,740	\$41,843
2	\$35,916	\$37,209	\$39,167	\$40,536	\$42,688
3	\$36,631	\$37,942	\$39,939	\$41,337	\$43,527
3½	\$37,738	\$39,089	\$41,152	\$42,592	\$44,849
4	\$38,844	\$40,239	\$42,357	\$43,839	\$46,162
4½	\$39,824	\$41,253	\$43,419	\$44,940	\$47,321
5	\$40,803	\$42,268	\$44,486	\$46,044	\$48,488
5½	\$41,830	\$43,336	\$45,608	\$47,201	\$49,704
6	\$42,859	\$44,396	\$46,726	\$48,363	\$50,925
6½	\$44,157	\$45,740	\$48,141	\$49,826	\$52,468
7	\$45,453	\$47,081	\$49,552	\$51,282	\$54,003
7½	\$46,824	\$48,503	\$51,046	\$52,832	\$55,631
8	\$48,201	\$49,929	\$52,539	\$54,381	\$57,263
8½	\$49,656	\$51,431	\$54,126	\$56,026	\$58,986
9	\$51,107	\$52,940	\$55,717	\$57,668	\$60,725
9½	\$52,905	\$54,811	\$57,676	\$59,692	\$62,855
10	\$58,081	\$61,330	\$65,123	\$68,592	\$71,944

**APPENDIX A
TEACHER SALARY
2010-2011**

STEP	BA/BS	BA/BS + 15 Hours	MA/MS	MA/MS + 15 Hours	MA/MS + 30 Hours
1	\$35,385	\$36,654	\$38,585	\$39,939	\$42,052
2	\$36,096	\$37,395	\$39,363	\$40,739	\$42,901
3	\$36,814	\$38,132	\$40,139	\$41,544	\$43,745
3½	\$37,927	\$39,284	\$41,358	\$42,805	\$45,073
4	\$39,038	\$40,440	\$42,569	\$44,058	\$46,393
4½	\$40,023	\$41,459	\$43,636	\$45,165	\$47,558
5	\$41,007	\$42,479	\$44,708	\$46,274	\$48,730
5½	\$42,039	\$43,553	\$45,836	\$47,437	\$49,953
6	\$43,073	\$44,618	\$46,960	\$48,605	\$51,180
6½	\$44,378	\$45,969	\$48,382	\$50,075	\$52,730
7	\$45,680	\$47,316	\$49,800	\$51,538	\$54,273
7½	\$47,058	\$48,746	\$51,301	\$53,096	\$55,909
8	\$48,442	\$50,179	\$52,802	\$54,653	\$57,549
8½	\$49,904	\$51,688	\$54,397	\$56,306	\$59,281
9	\$51,363	\$53,205	\$55,996	\$57,956	\$61,029
9½	\$53,170	\$55,085	\$57,964	\$59,990	\$63,169
10	\$58,371	\$61,637	\$65,449	\$68,935	\$72,304

APPENDIX A-2
DEGREE ADVANCEMENT SALARY CHANGE

- A. A teacher to be placed on the BA plus 15, MA, MA plus 15 or MA plus 30 at the start of the school year, must have evidence in the business office by the second Friday in September of the current year that said teacher has obtained the additional degree or hours.
- B. Teachers who present proper evidence of additional credits earned by the first Friday of December or April, shall have their salaries adjusted to the beginning of the semester retroactively. Otherwise, the adjustment will take place at the beginning of the following semester.
- C. Official grade reports or official transcripts from accredited colleges/universities or letters from the instructors on college/university/department stationery including course number, course name, statement of completion and final passing grade are acceptable for the completion of graduate courses.

**SCHEDULE B
EXTRA CURRICULAR PAY**

<u>Position</u>	<u>Percentage</u>
Baseball Varsity	8%
Baseball Junior Varsity	6%
Baseball Freshman	5%
Baseball Junior High	3%
Basketball Varsity	10%
Basketball Assistant Varsity	6%
Basketball Junior Varsity	6%
Basketball Freshman	6%
Basketball Junior High	3%
Basketball Elementary	3%
Cheerleading Varsity	4%
Cheerleading Junior Varsity	4%
Cheerleading Freshman	4%
Cheerleading Junior High	4%
Cross Country	4%
Football Varsity	10%
Football Assistant Varsity	6%
Football Junior Varsity	6%
Football Freshman	6%
Football Junior High	3%
Golf	4%
Golf Junior Varsity	3%
Hockey	8%
Soccer	8%
Softball Varsity	8%
Softball Junior Varsity	6%
Softball Freshman	5%
Swimming	8%
Swimming Junior High	3%
Tennis	4%
Tennis Junior Varsity	3%
Track	8%
Track Assistant	6%
Track Junior High	3%
Volleyball Varsity	8%
Volleyball Junior Varsity	6%
Volleyball Freshman	5%

<u>Position</u>	<u>Percentage</u>
Volleyball Junior High	3%
Weight Lifting	3%
Wrestling Varsity	8%
Wrestling Assistant	5%
Wrestling Junior High	3%
Band Director High School	10%
Band Director High School Summer Camp	\$12.00 / hr with 80 hr cap
Band Director Junior High	9%
Debate	3%
D.E.C.A. Sponsor	2%
District-wide Drama Club Sponsor	2%
* Additional pre-approved play/musical presented	2%
Elementary Music Program	1.5%
Freshman Class Sponsor	1%
Intramural (Junior High)	2% per sport
Junior Class Sponsor	3.5%
National Honor Society (High School)	4%
National Honor Society (Junior School)	3%
Newspaper (High School)	2%
Newspaper (Junior High)	2%
Patrol Supervisor	2%
Quiz Bowl Sponsor	2%
S.A.D.D. Sponsor	2%
Senior Class Sponsor	4%
Sophomore Class Sponsor	2%
Special Olympics Coordinator	2%
Student Council (High School)	4%
Student Council (Junior School)	3%
Vocal Music	3%
Yearbook (High School)	3%
Yearbook (Junior School)	2%

DEPARTMENT HEADS (Paragraph F, Article XXVI)

<u>Position</u>	<u>Percentage</u>
Elementary Playground as needed	\$600.00 each
Driver Education	\$21.39 / hr
Noon Hour Supervision as needed	\$600.00 each
Summer School	\$9.00 / hr

Payment for all extra-curricular pay shall be made in a separate check from special funds following the last regularly scheduled contest or event. Verification of completion shall be made by the proper administrator or his/her designated representative one week in advance of the last scheduled contest or event.

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

Coaches salaries will be based on the BA/BS pay scale. Employees who were coaches during the 1991-92 school year will continue to receive teaching experience credit as in the 1991-92 contract. Any new coaches hired beginning with the 1993-94 school year will receive coaching experience credit instead of teaching experience credit.

For the 2006-2007 school year, a committee will be formed to review, evaluate and make recommendations to the bargaining teams for revision of Schedule B using an extra \$5000.

**ARTICLE XXXIII
DURATION OF AGREEMENT**

This Agreement shall be effective as of September 1, 2008 and shall continue in effect for three (3) years until the 31st day of August, 2011. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

MT. MORRIS EDUCATION ASSOCIATION

Anne-Marie Gierens

President, Mt. Morris Education Association

Bargaining Chair

Laura R. Paige

Michigan Education Association

MT. MORRIS CONSOLIDATED SCHOOLS

Warren Teasels

President, Board of Education

Risa Adlagel

Superintendent

Cheryl A. Hohenberg

Assistant Superintendent



