

# **AGREEMENT**

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

and

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

**THE MORRICE SCHOOLS EDUCATION**  
**ASSOCIATION**

**July 1, 2017 – June 30, 2019**

## TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
ARTICLE 1	Recognition.....	2
ARTICLE 2	Management's Rights.....	2
ARTICLE 3	Teacher Rights .....	4
ARTICLE 4	Professional Compensation.....	4
ARTICLE 5	Teaching Qualifications and Assignments..	7
ARTICLE 6	Teaching Conditions.....	9
ARTICLE 7	Vacancies .....	11
ARTICLE 8	Sick Leave .....	11
ARTICLE 9	Leaves of Absence .....	13
ARTICLE 10	Employee Record .....	15
ARTICLE 11	Protection of Teachers .....	16
ARTICLE 12	Negotiation Procedures .....	16
ARTICLE 13	Professional Grievance Procedure.....	17
ARTICLE 14	Miscellaneous.....	19
ARTICLE 15	Payroll Deductions.....	19
ARTICLE 16	Professional Behavior.....	20
ARTICLE 17	Health Insurance .....	21
ARTICLE 18	Retirement .....	21
ARTICLE 19	Mentoring.....	22
ARTICLE 20	Duration .....	24
SCHEDULE A	Financial Agreement.....	25
APPENDIX A	SITES .....	26
APPENDIX B	Grievance Form .....	29
2017-2019	Salary Schedule .....	32
2017-2018	Calendar.....	33

## **ARTICLE 1 - RECOGNITION**

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

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

- B. Non-regularly employed substitute teachers shall be defined as those teachers who teach sporadically and are not under contract with the district except upon a day-by-day basis.

## **ARTICLE 2 - MANAGEMENT'S RIGHTS**

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by the way of illustration, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board School District.
  2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.
  3. The right to direct the work forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.
  4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
  5. Adopt reasonable rules and regulations, including – but not limited to – those set forth in an Instructional Staff Handbook. The Handbook will not in any way supersede the contract.

6. Determine the qualifications of employees, including requiring a written statement from a physician for any teacher certifying whether the employee is physically and/or mentally able to perform the duties assigned.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation or new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection or training of employees providing that such selection shall be based upon lawful criteria.

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

- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this Article, and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this Article and, if so, shall deny the grievance.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.
- D. Except as expressly provided otherwise in the Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees is vested exclusively in the Board.
- E. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.
- F. The Board shall determine all methods and means to carry on the operation, including automation or contracting thereof or changes therein.
- G. The listing of specific management's rights in this Agreement is not intended to be, nor shall be, restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- H. An emergency manager appointed under the Local Financial Stability and Choice Act, PA 436 of 2012 shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in that Act.

Rationale: Prohibited bargaining subject which must be included in the CBA under PERA Sec. 15(7).

### **ARTICLE 3 - TEACHER RIGHTS**

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

### **ARTICLE 4 - PROFESSIONAL COMPENSATION**

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

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

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

one-half (1/2) step credit on the salary schedule for having taught one (1) day beyond the midpoint of the semester.

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

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

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

- D. Severance pay of \$40.00 per day shall be paid for a teacher's unused sick leave. To become eligible for the provisions of this clause, a teacher must complete at least five (5) school years. If, for any reason, a teacher's services are terminated at any time during a school year, he shall be paid for those unused sick leave days accumulated to his last completed year.

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

- E. For each year of the contract, the extra duty pay and experience factor is based on years 2, 4, 6, 8, and 10 of the BA salary scale.

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

Extra-duty pay

7th Boy Basketball	3.8%
7th Grade Basketball	3.8%
7th Volleyball	3.8%
8th Boy Basketball	3.8%
8th Grade Basketball	3.8%
8th Volleyball	3.8%
Athletic Director	9.5%
Band	9.5%
Boy Track	6.65%
Boy/Girl Track	9.5%
Choir Director	1.9%
Class Advisor - 10th (1)	1.9%
Class Advisor - 11th (2)	2.85%
Class Advisor - 12th (2)	2.375%
Class Advisor - 7th (1)	.95%
Class Advisor - 8th (1)	.95%
Class Advisor - 9th (1)	1.425%
Elementary Student Council	.95%
Girl Track	6.65%
H.S. Wrestling Coach	6.65%

JH Boy Track	3.8%
JH Boy/Girl Track	5.7%
JH Girl Track	3.8%
JH Volleyball	5.7%
Jr. High Student Council Advisor	.95%
Jr. High Wrestling Coach	3.8%
JV Asst. Football	2.85%
JV Baseball	4.75%
JV Boy Basketball	6.65%
JV Cheerleading - Fall	4.75%
JV Cheerleading - Winter	4.75%
JV Football	4.75%
JV Girls Basketball	6.65%
JV Softball	4.75%
JV Volleyball	6.65%
National Honor Society	1.9%
Play	3.8%
Quiz Bowl (1)	1.9%
Sr. High Student Council	1.9%
Var. Asst. Football	6.65%
Var. Baseball	9.5%
Var. Boy Basketball	9.5%
Var. Cheerleading - Fall	6.65%
Var. Cheerleading - Winter	6.65%
Var. Football	9.5%
Var. Girls Basketball	9.5%
Var. Softball	9.5%
Var. Soccer Boy	9.5%
Var. Soccer Girl	9.5%
Var. Volleyball	9.5%
X Country Boy	4.75%
X Country Boy/Girl	6.65%
X Country Girl	4.75%
Yearbook	9.5%

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

It is understood that the Board in filling the above positions shall give preference to equally qualified employees from within the bargaining unit prior to filling the position from outside the bargaining unit. A teacher may offer to volunteer for a Schedule B activity and will be allowed to do so, with the agreement of the teacher, administration, and the association. This agreement will be re-evaluated each year during the process of budgeting for all schedule B activities.

- F. In the event that Yearbook and/or Play/Drama is taught as a class, the teacher will be compensated at a 2% rate in place of the rate listed in the extra duty pay schedule. The regular band teacher and choir director will also be responsible for providing extracurricular activities as part of their regular assignments with the additional compensation as specified in the extra duty pay schedule
- G. The Education Association and the Board of Education recognize that good teachers are needed in the classroom throughout the entire school year. Teachers will be expected to honor the duration of their contract except in cases of extenuating circumstances.
- H. Teachers selected for jury duty will notify the building principal by the end of the first school day after they receive notice to serve and will file with the district's bookkeeper a statement from Court certifying the days of service. Said teacher shall be paid his/her full salary for such time minus the amount paid by the court for such service unless the teacher deposits the entire amount paid by

the court to a school program of his/her choice, in which case the teacher will receive his/her full salary. The Board shall submit a written statement to the court requesting that said teacher be excused, in the event the Board desires the teacher excused from jury duty.

## **ARTICLE 5 - TEACHING QUALIFICATIONS AND ASSIGNMENTS**

- A. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and their major or minor field of study unless approved by the Department of Education.
- B. Any teacher interested in a transfer or change of assignment shall make such requests known in writing to their respective principal prior to April 1.
- C. Individual contracts are subject to the terms and conditions of the laws of the State of Michigan and the collective Agreement negotiated between the Association and the Board.
- D. Online and Seat-Time Waiver Classes
  - 1. Online courses are defined as an instructional model in which staff facilitates a learning environment in which the student can receive all course content in an online instructional setting. One seat in an online course is defined as the equivalent of one student in a traditional (face-to-face) class instruction.
  - 2. Seat-Time Waiver courses are defined as online courses that students take without physically attending school. Each course taken by a student is the equivalent of one student in a traditional (face-to-face) class instruction.
  - 3. A teacher will not be assigned to teach an online course without receiving training provided by the district at the district's expense. If teachers are required to attend training sessions outside of normal working hours or during the summer, teachers will be compensated at their normal rate of pay per the Master Agreement between MSEA and Morrice Area Schools. No class will be offered as a combination of traditional (face-to-face) and online instruction in one particular class period.
  - 4. The number of students enrolled in online courses shall not exceed 50, with the total number of seats not to exceed 80 per semester. Every effort will be made to schedule students into no more than 2 online providers. Online positions will be entitled to all rights and benefits in accordance with the Master Agreement between the MSEA and Morrice Area Schools.
- E. Job Sharing
  - 1. Job sharing shall be defined as two teachers sharing one full time position, one of which shall be a tenured teacher.
  - 2. Agreements to job share shall be voluntary and will be considered for approval by the Superintendent only upon the recommendation of the building Principal(s). In order to establish a shared job assignment, the teachers involved shall file an application with the building principal by March 31. The job sharing assignment shall become final when the teachers, Principal, and Superintendent have reached mutual agreement that planning for the assignment has been completed. Final plans for the assignment must be completed by June 1, unless the parties mutually agree to an extension.
  - 3. In order to establish a shared job assignment, the involved teacher shall:



- a. Submit a proposed schedule of work time and designate the responsibility of each class, i.e., morning and afternoons, first semester, second semester, class hours at the secondary level, etc.
  - b. Provide a brief description of how the teaching responsibilities are to be shared.
  - c. Provide a brief description of the process to be used in communicating with the immediate supervisor, i.e., attendance records, meetings, parent conferences, etc.
  - d. Provide a brief description of how the job sharing arrangements would be introduced to the parents and the students to inform them about consistent classroom procedures, expectations and discipline.
  - e. The Superintendent shall have the final approval of these plans and reserves the right to make necessary changes based on District needs.
4. Job sharing shall commit the teachers and Board to not more than one school year. An evaluation of the job share program arrangement, with feedback from all groups affected, shall take place at midyear and year end for the purpose of determining the need for adjustments, continuation or termination of the arrangement. At the end of the job share assignment and by mutual agreement between the teachers, Principal and Superintendent, the job sharing assignments may be renewed.
  5. If the job sharing assignment is not renewed, the teachers will be returned to their original building(s) in positions for which they are certified and qualified.
  6. The shared time positions are intended to be for a full year. If a full time position opens during the school year, it may be filled by a teacher in a shared assignment subject to the provisions in Article 7 (Vacancies and Promotions) and only upon the approval of the Superintendent.
  7. Seniority and salary schedule credit shall accrue as if the teachers were employed full time.
  8. Teachers in a shared time assignment will be paid on a pro-rata share of salary which reflects the fraction of time the position is shared and as provided for in the salary schedule of the Master Agreement.
  9. If teachers in a shared assignment substitute in each other's absence, they shall be paid the substitute rate.
  10. Fringe benefits shall be pro-rated based on the fraction of time the position is shared. The teacher may elect to pay the remainder of the insurance plan s/he elects.
  11. Sick leave, personal leave, and planning time (to the extent possible) shall be pro-rated based on the fraction of time the position is shared.
  12. Job-sharing teachers shall be expected to attend all the following days based on the fraction of time spent in the position: professional development days, parent-teacher conferences, required evening meetings, the first teacher workday and the last teacher workday; and one-half of the scheduled records and staff meeting days.
  13. The job-sharing teachers shall confer regularly for the purpose of planning and parent communication.
  14. A journal and/or log system will be implemented to enhance communication between the job-sharing teachers.

## **ARTICLE 6 - TEACHING CONDITIONS**

- A. The Board and the Association will form an advisory committee made up of a minimum of one person from each of the lower elementary (K-3); upper elementary (4-6); junior high (7-8); and senior high (9-12); and one administrator for the purpose of exploring and adopting textbooks and support materials. In cases where the Board does not adopt a recommended book, the subject area will be referred back to the committee for review. Final decision stands with the Board.
- B. The Board shall attempt to make available at both the secondary and the elementary levels, lunchroom, rest room, and lavatory facilities for teacher use and at least one (1) room, furnished at the expense of the Board, which shall be reserved for use as a staff and visitors lounge.
- C. In matters that are considered controversial, best efforts will be made to present all views.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- E. Teachers will be at their assigned place of duty 5 minutes before and 5 minutes after the normal student day as required by the school calendar. The school calendar shall meet the number of instructional days and hours required by state law. Teachers with first or last period prep must remain in the building. It is understood that teachers will attend IEPs or other student-oriented meetings as requested by the administrator up to 30 minutes before or after school given 5 school days' notice. All efforts will be made to rotate required attendance at these meetings through the appropriate staff members. Teachers will stay for teachers' meetings and conferences by appointment. Scheduled teachers meetings (not including "early release, staff development days, student staffing and IEP's) will be at most twice monthly, not to exceed one hour, except in the case of an emergency. Only emergency staff meetings will be scheduled on Friday afternoons or afternoons before a holiday.
- F. Teachers will be allowed a minimum of thirty-three (33) minutes, not including passing time one way, duty free lunch period. Preparation time is student free and is encouraged to be used for common planning. During partial weeks or days, planning time may be adjusted accordingly.
- G. The high school and junior high school teachers shall be allotted one (1) classroom period per day for conference or preparation time. Teachers will not be assigned students during that period.
- Each elementary teacher will have conference or preparation periods totaling a minimum of 200 minutes per week with at least one preparation period per day; each preparation period equaling at least 25 minutes.
- H. The ratio of pupils to total professional personnel, excluding administrators, within the district shall not exceed twenty-five (25) to one (1), as of the official fall count. A regular classroom teacher in grades K-6 will be paid \$2.00 per day for each student in regular attendance over thirty (30). Efforts will be made to keep class sizes reasonable and balanced based on funding available.
- I. Detailed lesson plans will be kept at the work site and available for substitute teachers.
- J. Teachers, in carrying out their classroom duties, as well as extra duties, have certain responsibilities for accounting for school equipment, keys, supplies, textbooks, and money they handle. Failure to use proper caution will result in their accepting responsibility for specific losses to the school and students. The Board will provide procedures for maintaining an accounting of the above.

- K. Teachers of extracurricular activities, before receiving their extra pay, will make sure all equipment is accounted for and stored properly.
- L. No regularly assigned teacher shall be used as a substitute teacher except in case of emergency, it is being understood expressly that the failure of a substitute to arrive on schedule or inability to secure a qualified substitute shall be considered an emergency. In cases where field trips remove entire classes from the classroom, teachers not on the field trip will be used to take the classes of those teachers on the trip, except during their regular preparation period. Teachers who substitute teach in cases of emergency shall be paid the hourly rate at which substitute teachers are paid. Pay will be calculated to the next quarter hour.
- M. Efforts will be made to assign no more than four (4) preparations at secondary levels wherever possible. Exceptions to this will be negotiated between administration, staff and association leadership. Natural exceptions are activity classes.
- N. An advisory committee composed of one (1) teacher each (K-3), (4-6), (7-8) and (9-12), will be elected by the staff to implement and coordinate in-service programs. The two (2) building principals shall be ex-officio members of this committee.
- All teachers shall be in-serviced a minimum of the number of professional development hours required by the State each school year. In-service programs will be scheduled as part of the school calendar and attendance at such programs will be mandatory. Early release time for school improvement will be subject to negotiations as part of the school calendar.
- O. The Board will make available a telephone in each teachers' lounge. The cost of the monthly service, plus all school business calls, are to be paid for by the Board of Education. All additional expenses will be the immediate responsibility of the Association. The above telephone service is subject to availability through selected telephone company and such service is not to interfere with those lines now in service, or those needed in the future in the school offices.
- P. Employees shall notify the Personnel Department of any change of name, address, telephone number, marital status, or number of dependents promptly, within ten (10) days after such change has been made.
- Q. Teachers that work at both the secondary and elementary buildings are allowed ten minutes passing time between buildings. This time is not considered preparation time or part of contractual lunch period.
- R. There will be at least one special education teacher available to comply with special education student IEP.
- S. Morrice Area Schools participates in Power School, with an electronic online grading component. The teacher will post all grades used to determine final average in Power School on a regular basis.
- T. Teachers shall be informed of a procedure for contacting the substitute system, which they must contact by no later than 6:15 a.m., except in the case of an emergency, for the day of the absence to report unavailability for work. Once a teacher has reported unavailability, the automated sub-calling system, and then the administration, shall arrange for a substitute teacher. This section also pertains to part-time people.

## **ARTICLE 7 - VACANCIES**

- A. Vacancies occurring within the bargaining unit including newly created positions, shall be posted on a designated bulletin board in each district building along with a copy of such posting to the Association. Positions as above described shall be posted internally and externally simultaneously at least ten (10) school days prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the personnel office. Said positions shall be filled on the basis of the competency, and qualifications of the applicant.
- B. During the summer months when regular school is not in session, the employer will post in the Personnel Office all vacancies as above described and shall also forward at the same time a copy of said vacancy posting to the Association. Positions so posted shall remain posted at least ten (10) calendar days prior to being filled unless such posting period would involve days in which school is in session, in which case the period may be shortened appropriately. Likewise, these positions shall be filled on the same basis as provided above. Should said vacancy occur 30 days prior to the beginning of the school year, the administrations shall post the vacancy for five (5) calendar days.
- C. A vacancy shall be defined for the purposes of this Agreement as a position that will be open in the future, a new position which is being created, or a position for which there is no unassigned teacher available.

It is understood that a vacancy (for purposes of this Agreement) does not exist if there is a teacher on a leave of absence who by virtue of agreement with the Board has the right to a position, based on their competency and teaching qualifications.

It is understood, also, that this section shall in no way be interpreted so as to relieve any obligations created under the terms of Article 9.L based on the current laws, specifically the Board's responsibility to avoid layoff and/or affect recall for positions created by year-long leaves of absence.

## **ARTICLE 8 - SICK LEAVE**

### **A. Absence Days**

Absence days shall be granted at the rate of twelve (12) days per year, given in total at the beginning of the school year, irrespective of the maximum number of accumulated absence days acquired prior thereto. All absence days accumulated at the end of the school year in excess of one hundred fifty (150) days shall be forfeited. Absence days may be used for illness and/or disability including but not limited to pregnancy and childbirth.

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

1. The Superintendent may, at his discretion, demand a doctor's statement if the teacher is absent two (2) consecutive days. The Board of Education will pay for the office call when the doctor's statement is demanded by the Superintendent. Absences in excess of two (2) consecutive days that have not been pre-approved by the building principal will require a doctor's statement. In this case, said doctor's statement is the responsibility of the absent teacher.
2. Teachers taking one prearranged absence day must notify their building principal in writing. Teachers will make every effort to notify the building principal at least five working days prior to the requested date of days off. Prearranged absences shall be defined as any absence scheduled twenty-four hours or more in advance of the absence day. Teachers taking more than one consecutive prearranged absence day must receive prior approval by the building

principal. The building principal reserves the right to limit the number of applications for any given day to three within a building. Prearranged absences immediately prior to or immediately after a vacation must be approved by the building principal..

3. Each teacher may use consecutive absence days, charged against his/her accumulated leave, for illness in the immediate family, with medical documentation.
4. Teachers whose schedule B athletic assignments require them to miss instructional time will be required to use absence days in half-day increments, for any absence over two hours. For those that require two hours or less, the teacher is responsible for finding coverage. If coverage cannot be found, then a half-day absence will need to be used.
5. Four (4) days are allowed for a funeral in the event of the death of a member of the employee's immediate family: wife, husband, son or daughter, grandparent, grandchild, father, mother, brother, sister, mother-in-law or father-in-law. The four (4) days of funeral leave granted hereunder will not be deducted from an employee's accumulated absence days. In the event of a multiple death an employee will be allowed an additional (4) days of funeral leave which may be taken either without pay or deducted from the employee's accumulated absence days  
  
Up to two (2) days are allowed for a funeral in the event of a death of a friend or other relative. The two (2) days of funeral leave granted hereunder will be taken either without pay or deducted from the employee's accumulated absence days.
6. On whole or part days when school is not in session, except on those contractual days when teachers are required to be present, absence days requested by teacher shall not be charged against those leaves. This shall not be construed to mean that teachers are required to be present on those days when school is called off due to snow, ice or tornadoes.

B. Sick Leave Bank

1. The Board and Association will cooperate in the administration of a sick bank. All regularly employed teachers covered by this agreement shall participate.
2. A teacher, who is experiencing a "serious health condition", may draw days from the sick bank under the following two situations:
  - a. As a bridge to short or long term disability.
  - b. As a supplement to absence days when the treatment of the serious health condition may require the use of non-consecutive days. (This may only occur when the use of non-consecutive days does not directly impact student education.)
  - c. Sick Bank days are not intended for, nor will they be approved to cover elective surgery or maternity leave.
3. A "serious health condition" is defined as an illness, injury, impairment or physical mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider (DO, MD, Psychiatrist).
4. Each teacher shall contribute one (1) day each year of annual absence days toward a sick leave bank until the bank shall have accumulated 250 days. When the bank accumulates 250 days there shall be no further deduction from the individual teacher's absence days until such time as the bank shall reach a level of 180 days. Upon reaching this level the above procedure shall again be followed. In no event shall the sick leave bank exceed an accumulation of more than 250 days.

5. The sick leave bank shall be administered by a three (3) member committee of teachers elected by the Morrice Education Association and one non-voting administrator appointed by the Board of Education.
6. The following criteria shall be followed to receive benefits from the sick leave bank:
  - a. To become eligible to receive benefits from the sick leave bank a teacher must have exhausted his/her accumulated absence days and personal leave days.
  - b. Five (5) consecutive, paid or unpaid, work days must have transpired between the date of exhaustion of teachers' sick leave and personal leave days and the date a person is eligible to receive benefits from the sick leave bank.
  - c. An applicant must provide, from his/her health care provider, documentation of a serious health condition that renders the teacher incapable of performing the functions of his/her job.
  - d. If, in the opinion of the committee administering the sick leave bank, the applicant meets the above criteria, and in the opinion of the committee is properly qualified, he shall receive additional sick leave days to a maximum of 45 school days. In no event will sick bank days carry over to a new school year.
  - e. Documentation must be provided on a bi-weekly schedule of on-going medical treatment.
  - f. If an applicant becomes eligible for other compensation, such as a disability pension, the sick leave bank benefits shall terminate on the date he/she becomes eligible for that compensation. It is the applicant's responsibility to apply for compensation.
  - g. While a balance remains in the sick bank, days will be distributed on a daily basis to approved individuals until the sick bank days are expended.
7. In the event the sick leave bank is depleted in any given year, the Board shall make a loan of days to the bank to cover eligible illnesses for the remainder of that school year. The days shall be repaid to the sick leave bank at the beginning of the subsequent school year under the terms and conditions of Section B-4.
8. If a teacher is incapacitated, a member of his/her immediate family or person with power of attorney may apply for that teacher.
9. The provisions of this sick leave bank are not subject to the grievance procedure.

#### **ARTICLE 9 - LEAVES OF ABSENCE**

- A. Any teacher whose personal illness extends beyond the period under Article VIII shall, upon request, be granted a leave of absence without pay upon receipt of a doctor's statement certifying illness for a period not to exceed one (1) year, renewable at the discretion of the Board.
- B. A teacher confined to his home by his physician because of mumps, scarlet fever, measles, chicken pox, whooping cough, ringworm, scabies, head lice or pink eye, shall not suffer loss of pay or be charged with sick leave, upon presentation of a physician's statement when the condition is present in the district.

- C. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given a leave of absence, without pay, for a period of not less than one (1) school semester, nor more than one (1) calendar year for the purpose of performing duties of the Association.
- D. Military leaves of absence shall be granted in accordance with Act #145, of 1943, as amended. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.
- E. All leaves of absence shall be in compliance with the Michigan Teacher Tenure Act.
- F. Teachers who shall, in performance of their Civic duty, become elected to any full-time governmental position shall, upon proper allocation, be given leave of absence without pay for a period of up to two (2) years. Teachers on such leave must, prior to March 1, preceding a new school year, notify the Board of Education that they intend to return to the school system.
- G. During each school year, the Association shall be allowed eight (8) days without pay to be used by teachers who are officers or agents of the Association. Such use is to be at the discretion of the Association. The Association agrees to notify the Board no less than five (5) days in advance of taking such leave.
- H. Teacher Exchange: Teachers who have been employed for seven (7) consecutive years by the Morrice Area Schools may be granted the opportunity to exchange positions with a similarly experienced teacher from another area school. This exchange should take place during the first semester so that when the teachers return to their home school, they can use the second semester to share with other staff members the knowledge and experience they have gained from the exchange.
- I. Beginning and ending dates of leave are to correspond as nearly as possible with the beginning or ending of school, a semester or marking period in order to maintain the teacher-student relationship as effectively as possible.
- J. A teacher on leave must notify the Board of his or her desire to return from such leave on or before April 1st for those who wish to return at the beginning of the next school year or at least sixty (60) school days prior to their return at other times of the year, unless physically or mentally unable to reply at that time.
- K. Pursuant to the current Family and Medical Leave Act a full-time employee who has been employed at least 12 months is entitled to leave of absence for reasons outlined in current law during any 12-month period without pay but with group health insurance coverage maintained by the district.
- L. In the event of a necessary reduction in staff, the Board shall grant leaves for teachers not affected by the layoff up to one (1) year irrespective of the employee's position on the seniority list. However, the Board shall not be required to grant such leaves if the granting of same would not result in the prevention of a layoff.
  - 1. Upon return from leave, the teacher shall be returned to a position.
  - 2. Teachers granted leaves under this section, do not continue to accrue seniority in the bargaining unit.
- M. A laid off teacher may continue his/her fringe benefits by paying monthly the normal per subscriber group rate premium for such benefit, subject to the underwriting rules and limitations of the carrier.

- N. Notice of recall shall be sent by certified or registered mail with a return receipt requested to the employee's last known address as shown on the employer's records, and it shall be the obligation of the employee to provide the employer with a current address and telephone number. A recalled employee shall give notice of his/her intent to return to work within ten (10) working days of receipt of written offer of a position. Failure to notify the District shall be considered a voluntary quit and shall terminate the Board's obligation to the teacher.

#### **ARTICLE 10 – EMPLOYEE RECORD**

- A. All monitoring of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, or audiovisual systems and similar devices shall be strictly prohibited. Upon mutual agreement of the teacher being evaluated and the evaluating administrator, video tape equipment may be used. However, such recordings shall be for the exclusive use of the teacher and administrator and, upon completion of the evaluation, shall be erased or otherwise disposed of, unless otherwise agreed to by both parties.
- B. The teacher evaluation instrument will meet the requirements set forth by current laws and will be used by the administration for purposes of classroom evaluation of teachers.
- C. The evaluation going into the personnel file will be in duplicate and will show the principal's evaluation with any comment by the teacher noted on the form. A duplicate copy will go to the teacher.
- D. Each teacher shall have the right, upon request, to review the contents of his own personnel file, except personal references. A representative of the Association may be requested by the teacher to accompany the teacher in such review. All review must take place in the presence of a central office representative.
- E. No teacher shall be disciplined or reprimanded for any arbitrary or capricious reasons.
- F. Classroom-observations will follow regulations of current law.
- G. The performance evaluation will be reviewed with the employee and the principal.

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

1. Notify the teacher of observed inadequacies of his/her duties via the observation process.
  2. Make clear, written directions to the teacher that he/she must improve and give the teacher written confirmation of the consequences for failure to do so.
  3. Develop an Individualized Development Plan (IDP) in consultation with the teacher and provide an opportunity for the teacher to make improvement.
  4. Provide assistance from administrators and school district resources for the purpose of aiding the teacher in acquiring the desired improvement.
- H. Seniority within the bargaining unit is defined as the length of continuous service with the Board. Continuous service shall be measured from the teacher's most recent date of hire. In circumstances in which more than one (1) individual begins employment on the same date, all individuals so affected will participate in a drawing to determine placement on the seniority list.



## **ARTICLE 11 – PROTECTION OF TEACHERS**

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

## **ARTICLE 12 – NEGOTIATION PROCEDURES**

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

## **ARTICLE 13 – PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the expressed terms of this contract and/or Board policies.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary teacher.
2. No grievance on an adverse evaluation.
3. Original appointments to extracurricular activities. Failure to re-appoint a teacher to an extracurricular activity shall only be subject up to and including step three of the grievance procedure, and not the binding arbitration provision of this article.
4. If a tenured teacher is demoted or discharged in a matter covered by the Tenure Act, the teacher may elect to follow the procedures of either the grievance process or the Tenure Act, but not both. In such case, after the teacher is advised of his/her tenure rights, should such teacher file action under the Tenure Act, he/she shall have no further right to pursue relief under the grievance procedure in that matter and any grievance protesting the matter shall not be further processed and shall become a nullity.

- B. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant and inform the Superintendent of their names within two (2) weeks after school commences. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

- C. The term "days" herein shall mean days in which school is in session except during the summer recess when the term "days" herein shall mean weekdays, when the Administrative Offices are open.

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

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

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

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

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

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

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

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

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules, except each party shall have the right to preemptively strike not more than three (3) from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.
4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this Agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question the

reasonableness of Board policy, nor modify assignments of extra duties for pay as outlined in Article IV, Section F. If any grievance award shall include back pay, his award shall not extend more than thirty (30) days prior to the date of the Level One conference.

5. Grievances of similar nature may not be considered in the same grievance except upon express written mutual consent.
6. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.
- I. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred. If the Board representative fails to timely respond to a grievance, the grievance may be processed on to the next level.
- J. The Association shall be able to file a grievance under the grievance procedure providing a majority of the Association membership agrees.
- K. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations, unless otherwise requested by the administrative representative.

#### **ARTICLE 14 – MISCELLANEOUS**

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts hereinafter in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement.
- B. Within thirty (30) days after ratification, complete copies of this Agreement shall be made available electronically or upon request, printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. In addition, five (5) copies of this Agreement shall be furnished to the Association for its use.

#### **ARTICLE 15 – PAYROLL DEDUCTIONS**

- A. When authorized in writing by the teacher, the Board shall deduct from the salary of said teacher and make appropriate remittances for United Way and Credit Union.
- B. The District will implement an IRS compliant 403(b) Plan Program. The TPA and a designated District representative will discuss the Plan Program and its implementation with the Association's President and Vice-President prior to its implementation. This program shall include an IRS compliant Plan Document administered by a third party administrator (TPA). The cost for plan administration will be paid by the District. All members shall be eligible to participate in the Plan through a Salary Reduction Agreement. It is agreed that one of the designated investment vendors in the Plan shall be MEA Financial Services/Paradigm. The District agrees to remit the member's plan contributions in a timely manner, no later than 15 business days after the end of the month in which such amounts would otherwise have been paid. Employees will receive annual notice of their right to participate in the Plan. If there are IRS required changes to the Plan, the TPA will give timely notice to the District. The District will pass on these changes to the Association. Other changes to the Plan will first be discussed with the Association.
  1. Upon employment, the District will assure that each employee is provided with a list of approved vendors and general directions that must be followed to receive this benefit.

2. It will be the responsibility of the employ to select a vendor(s), and fill out the appropriate forms for that vendor.

The annuities program will be limited to three (3) carriers jointly agreed upon by the Board of Education and the Association. The Board will not be held responsible for losses when they have made the appropriate remittances.

#### **ARTICLE 16 - PROFESSIONAL BEHAVIOR**

- A. Teachers are expected to comply with reasonable rules, regulations, and directions such as those outlined in the Instructional Staff Handbook, which are adopted by the Board or its representatives and are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- B. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall:
  1. Talk to the employee and provide a verbal reprimand followed by a written synopsis given to the teacher that describes the alleged delinquencies, indicates expected correction, and indicates a reasonable period for correction.
  2. upon further infraction, provide a written reprimand, placed in the teacher's file, and outline the steps of progressive discipline.
  3. upon further infraction, document the infraction and move down the line of progressive discipline as described in step 3.

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

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

## **ARTICLE 17 - HEALTH INSURANCE**

- A. For the 2017-2019 school years, the Board shall provide upon proper application, to the bargaining unit member, one of the following: **MESSA-PAK Plan A/Choices2 - \$300/600 deductible with a Saver Rx Card or MESSA-PAK C/Choices - \$500/\$1000 deductible with 3-Tier RX w/Mandatory Mail** for the period commencing September 1 and ending August 31 for the bargaining unit member and his/her eligible dependents as defined by MESSA. Both Plans will include such benefits as Long Term Disability - 60%, \$5,000 Max., 90 Calendar Days, Pre-Existing Condition Waiver, Freeze on Offsets, 2-year Limitation - Alcoholism/Drug, 2-year Limitation - Mental/Nervous, 6-Month Survivor Income Benefit, 10% minimum Payout Benefit, Primary Social Security Offset; Negotiated \$26,000 Life with AD & D, Vision VSP-2, Dental 75/50/75:\$750. The employer shall sign an employer participation agreement. In addition to MESSA-PAK, the employer will provide to the bargaining unit member health coverage for sponsored dependents as defined by MESSA for the full twelve (12) month period.

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

For those choosing Plan B, the BOE will pay \$400.00 per month/per member with no minimum participation.

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

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

## **ARTICLE 18 - RETIREMENT**

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

## **ARTICLE 19 - MENTORING**

### **Position Statement on New Teacher Induction/Teacher Mentoring**

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

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

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

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

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

- b. minimum of five (5) years teaching experience with three (3) years of those in Morrice Area Schools
  - c. mentors must have received training, at district expense, in preparation (through local or state resources) to become a mentor.
4. Reasonable efforts shall be made to establish probationary teacher/mentor teacher matches in the same building and in the same or similar specialty or area of certification.

E. Regarding appointment, the following will apply:

1. All appointments as mentor teacher will be voluntary.
2. Appointments will be for three (3) years unless either mentor or protégé requests a change through the building principal. The selection committee will meet to select the replacement.
3. Mentor teachers will have no involvement in the evaluation process and the relationship will be collaborative and confidential.
4. A mentor teacher may advise up to two (2) probationary teachers if desired.
5. The probationary teacher shall attend fifteen (15) days of professional development during the first three years of his/her employment as a classroom teacher, guidance counselor, or a librarian. A probationary teacher may attend optional in-service training during times when school is not in session in order to limit the time that the new teacher is out of the classroom.
6. Experienced teachers (those with at least two (2) years of prior teaching experience) who are new to the District shall receive only one year of mentoring unless additional years are requested by the Administration.

F. Guidelines: Probationary Teacher Mentoring

The mentor teacher and probationary teacher shall also meet at times beyond the normal work day to establish a collaborative relationship. During the first year, the mentor and protégé shall meet at least once a week. During the second and third years, the mentor and protégé shall meet at least once every two weeks. Experienced teachers, as described in Article E.6, and their mentors shall meet once a week during the first semester and at least once every two weeks during the second semester.

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

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

G. Mentor Teacher Compensation

The honorarium for mentor teacher assignments will be \$1,000 per probationary teacher, for the first year, with one-half to be paid at the end of the first semester and the balance to be paid at the end of the school year. Honorarium for the second and third years will be \$600.00 per year. Honorarium for mentors of experienced teachers, as described in Article 6.E, will be \$800.00 per year.



**Schedule A**  
**Financial Agreement**  
**July 1, 2017 to June 30, 2019**

- This proposal is for two years. July 1, 2017 through June 30, 2019.
- **Year One**: All MSEA members, employed by Morrice Area Schools prior to July 1, 2017, will receive a full step on the current salary schedule.
- **Year One**: All MSEA members at step 25+ will receive a 2% stipend paid in two separate pays, one at the end of each semester.
- **Year Two**: All MSEA members, employed by Morrice Area Schools prior to July 1, 2018, will receive a full step on the current salary schedule.
- **Year Two**: All MSEA members at step 25+ will receive a 2% stipend paid in two separate pays, one at the end of each semester.
- The Morrice Area School Board will pay the current State Hard Cap and will increase annually. MSEA will continue with MESSA Insurance plan(s).
- The contract language will continue through the expiration date of June 30, 2019.

## APPENDIX A

### SITES

#### LETTER OF AGREEMENT

##### SHIAWASSEE INTERACTIVE TELECOMMUNICATIONS EDUCATIONAL SYSTEM (SITES)

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

#### SITES OPERATING GUIDELINES

##### A. Purpose and Participation

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

##### B. Staffing

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

##### C. Definitions

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

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

D. Responsibilities of Originating and Remote Site Districts and Staff

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

E. Working Conditions, Class Size and Teacher Evaluation

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

6. The evaluation of teachers in tele-instructional teaching assignments shall be subject to the evaluation procedures contained in the originating site's master contract.

F. Training

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

G. SITES Equipment and Use

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

H. Broadcast and Rebroadcast

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

APPENDIX B

Teacher Grievance Form

Grievance # \_\_\_\_\_ / \_\_\_\_ -  
(school year)

Grievant(s): \_\_\_\_\_

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

Date of alleged violation: \_\_\_\_\_

**Level One**

(Principal)

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

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

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

\_\_\_\_\_  
Principal's Signature

Description of alleged violation:

Contract provision(s) alleged to be violated:

Relief sought:

\_\_\_\_\_  
Signature of Grievant(s) Date: \_\_\_\_\_

Date of meeting with Principal: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Principal Date: \_\_\_\_\_

Received by Grievant  
or Association: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Grievant or  
Association Representative

**Level Two**  
(Superintendent)

Received by Superintendent: \_\_\_\_\_  
(must be within 7 day Principal's disposition)      Signature of Superintendent

Date: \_\_\_\_\_

Association position:      \_\_\_\_\_ Endorse      \_\_\_\_\_ Do Not Endorse

\_\_\_\_\_  
Association Representative

Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Superintendent

Date: \_\_\_\_\_

Received by Grievant  
or Association: \_\_\_\_\_  
Signature of Grievant or  
Association Representative

Date: \_\_\_\_\_

**Level Three**  
(Board of Education)

Received by Board: \_\_\_\_\_  
(must be within 7 days of      Signature of Board  
Superintendent's disposition)      President or Secretary

Date: \_\_\_\_\_

Date of Board meeting: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Board President  
or Secretary

Date: \_\_\_\_\_

Received by Grievant  
or Association: \_\_\_\_\_  
Signature of Grievant or  
Association Representative

Date: \_\_\_\_\_

**Level Four**  
(Arbitration)

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

Date: \_\_\_\_\_

## 2017-2019 Salary Scale

This is a two-year contract for language and a two-year contract for financials using the step schedule listed below. One step will be given at the start of each school year, for qualifying teaching staff. Those members on the +20/+30 scales will be granted the difference in pay based on the current pay schedule and will be added after any percent step increase. This will continue throughout the continuous employment of those members. All new employees will begin on step 2 of the scale. All MSEA members at step 25+ will receive a 2.0% stipend paid in two pays, at the end of each semester in 2018 and 2019. All MSEA members, who meet the qualifying criteria for Merit Pay, will receive a one-time stipend of \$200.00, paid on the last pay of June, 2018 and June, 2019. The qualifying criteria for Merit Pay will be distributed by administration no later than 30 calendar days following the first day of school.

	BA	MA		
Step	1	32649	36143	
	2	33890	37384	
Step	3	35131	38624	
	4	36372	39866	
Step	5	37613	41107	
	6	38853	42347	
Step	7	40093	43587	
	8	41335	44828	
Step	9	42576	46069	
	10	43817	47310	
Step	11	45057	48551	
	12	46297	49791	
Step	13	47537	51030	
	14	48488	52272	
Step	15	49458	53513	
	16	50447	54754	
Step	17	51456	55995	
	18	52485	57235	
Step	19	53535	58474	2.00%
	20	54605	59644	2.00%
Step	21	55697	60836	2.00%
	22	56811	62054	2.00%
Step	23	57948	63295	2.00%
	24	59107	64561	2.00%
Step	25	60289	65852	2.00%



2017-2018  
Morrice Area Schools

August 21	Professional Development Day - No Students
August 22	Teacher Flex Work Day
August 23	Professional Development Day - No Students
August 24	First day of school - Full Day
September 1-4	Labor Day Break – No School
October 19	Parent Teacher Conferences – ½ day for students
October 20	No School
October 26 & 27	Cumulative Tests
October 27	End of First Marking Period
October 31	½ day- ½ day Teacher Work Day
November 15	No School for Students/Professional Development
November 22 – 24	Thanksgiving Break – No School
December 20 – January 2	Holiday Break – No School
January 3	School Resumes
January 15	No School for students- Professional Development
January 18 & 19**	Semester Exams – ½ day for students, ½ day teacher work day
January 19	End of First Semester
February 16	½ day for students, ½ day teacher work day
February 19	Mid-Winter Break - No School
March 1	Parent Teacher Conferences – ½ day for students
March 2	No School
March 28 & 29	Cumulative Tests
March 29	1/2 day for students/teacher work afternoon
March 30	No School
March 30	End of Third Marking Period
April 2 – April 6	Spring Break – No School
April 9	School Resumes
May 11	½ day for students, ½ day teacher prof development
May 25	Last Day for Seniors
May 28	Memorial Day – No School
June 1	High School Graduation 7:00pm
June 7 & 8	Semester Exams – ½ day for students, ½ day teacher work day
June 8***	End of Second Semester - Projected Last Day of School for Students

\* All teachers must report for one full work day anytime during the two weeks prior to school starting; weekdays between August 14 and August 23.

\*\* If inclement weather occurs on one of the ½ days scheduled for semester exams in January, the next full day of school will be a ½ day of school.

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

Secondary School Day - 7:50 am - 2:45 pm

Elementary School Days - 7:55 am - 2:53 pm

Half Day Schedule - 7:50 - 11:00 am

Half Day Schedule - 7:55 am - 10:48 am

Parent Teacher Conferences:

Secondary: 1:00-4:00 pm and 5:30-8:00 pm

State Assessments - To be determined

Elementary: Times to be Announced

MP 1 - 44 days

MP 3 - 47 days

MP 2 - 45 days

MP 4 - 44 days

S1 - 89 days

S2 - 91 days

# Morrice Area Schools

Scott M. Williams  
Superintendent/Secondary Principal  
111 E. Mason St. Morrice, MI 48857  
517-625-3142 fax 517-625-3866



Morrice Education Association

November 8, 2017

Carey Darnell, Co-President MSEA

Kari Brown, Co-President MSEA

**Re: Letter of Agreement to add 9<sup>th</sup> Grade Girls/Boys Basketball to Schedule B of existing Contract**

Dear Ms. Darnell and Ms. Brown:

On behalf of the Morrice Area Board of Education, and the MSEA, this letter of agreement signifies that 9<sup>th</sup> Grade Girls Basketball and 9<sup>th</sup> Grade Boys Basketball Coaching Positions will be added to the Schedule B portion of the existing Contract Agreement. The agreement would begin for the 2017-18 winter sports season, and will continue for the 2018-19 winter sports season if the student numbers warrant creating a 9<sup>th</sup> grade team for the girls or boys. This agreement will run for the duration of the current MSEA contract which will expire on June 30, 2019. The positions would have the same timeframes and carry a 3.8% pay scale that would align the positions equally with the current timeframe and pay scale of our current JH Basketball coaching positions.

Scott Williams

Carey Darnell

Kari Brown

Superintendent/Secondary Principal

MSEA Co-President

MSEA Co-President

Date: 11-9-17

11-9-17

11-9-17

Kelly M. Roe  
Elementary Principal  
111 E. Mason Street

Troy B. Perkins  
Dean of Students  
691 Purdy Lane

Morrice, Michigan 48857-0318