

MORLEY STANWOOD COMMUNITY SCHOOLS

Morley, Michigan

MASTER CONTRACT FOR TEACHERS

2012 - 2013

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ARTICLE 1 RECOGNITION CLAUSE

Pursuant to Article 379, Public Acts of 1965, as amended, the Morley Stanwood Community Schools, Board of Education (hereunder referred to as the Board), recognizes the Morley Stanwood Education Association (hereinafter referred to as the Association), as the exclusive bargaining agent for employees of the Board (herein referred to as employees), in the bargaining unit as defined as:

All full-time and regular part-time certified teachers including librarians and counselors, and school social workers, but excluding the superintendent, assistant superintendent, principals, assistant principals, school administrators, and all others.

ARTICLE 2 BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Morley Stanwood Community School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by law.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of the Agreement. The Board of Education in this contract does not seek in any way to deny or restrict any employee's rights established under the Revised School Code or any other laws or regulations which apply.
- C. If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE 3 TEACHER RIGHTS

- A. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting in which disciplinary action is to be taken by the Employer. If a teacher feels that he/she is being reprimanded, warned, disciplined, or advised of delinquency in professional performance during a meeting with the

administration, upon request he/she shall be entitled to have present a representative of the Association. It shall be the responsibility of the administration to notify the teacher when a meeting is to be conducted for disciplinary purposes. It shall be the responsibility of the Association to advise bargaining unit members of their rights as provided by this Article.

- B. The administration will notify the teacher each time an entry of a disciplinary nature is made in his/her personnel file. Any formal complaint(s) by a parent(s) of a student directed toward a teacher shall be promptly called to the teacher's attention. No anonymous complaints will be placed in a teacher's personnel file. Teachers may submit a written reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If a teacher is asked to sign material that is to be placed in his/her personnel file, this signature shall be understood to indicate awareness of the material but in no instance shall the signature be interpreted to mean agreement with the content of the material.
- C. The Association and its members shall have the right to use school buildings and facilities during reasonable hours for meetings provided administrative approval is obtained in advance of the meeting. The Association and its members shall have the right to use district computers, Internet access, and e-mail for educationally related activities and/or Association business provided such use does not interfere with educational functions and further provided that such use is in compliance with applicable Board policy.
- D. In accordance with Public Act 103 of 1999, that being Section 1309 of the Revised School Code, a teacher may suspend a student from his/her class for conduct prohibited by law, Board Policy #5230, or the student handbook. Such suspensions shall be subject to the procedures specified in Board Policy #5233 and Section 1309 of the Revised School Code.
- E. In accordance with Public Act 104 of 1999, that being Section 1311a of the Revised School Code and Board Policy #5231, students in grade 6 or above committing a verbal or physical assault against a teacher shall be disciplined as provided by that legislation and policy.
- F. A complete copy of the policies of the Board shall be provided to the Association President and shall also be available for review in the office of the building principals. Notices of changes in either Board of administrative policies shall be given to the president of the Association. Board policies directly impacting teachers in the daily performance of their duties and/or interactions with students, staff, and parents shall be included in the Staff Handbook which will be updated and distributed annually.

ARTICLE 4 AGENCY SHOP

The Board and Association agree that it shall be a condition of employment that all teachers employed shall either:

- A. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing; or,
- B. Pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payment for such fee through payroll deduction. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association, after observance of the following procedures:

- 1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
- 2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph B above.
- 3. The Board, upon receipt of request for involuntary deduction shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall be restricted to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.

Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

- C. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1086), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment)

pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- D. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.
- E. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.) MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA Fund for Children and Public Education (formally known as "NEA-PAC") contributions or any other plans or programs jointly approved by the Association and Employer.

Nothing in this Article shall be interpreted or applied to required involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.

- F. The Association will certify annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the Board, and that said service fee includes only those amounts permitted by this Agreement and by law.
- G. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this agreement.

ARTICLE 5 CALENDAR

- A. The school calendars for the duration of this Contract are shown in Appendix D. The Board reserves its right to establish the calendar to the extent provided in Public Act 112 of 1994.

The Board and the Association accept the perpetual calendar guidelines shown in Appendix D which are provided by agreement between representatives of the Association and administration of the Mecosta-Osceola Intermediate School District (MOISD) unless these guidelines create undue hardship for the District. In such cases, changes must be mutually acceptable to both the Association and the Board.

- B. The Board shall not be required to keep schools open in the event of severe inclement weather or when otherwise prevented from doing so. When schools are closed, bargaining unit members shall not be required to report for work. Bargaining unit members will be paid for scheduled days and hours of instruction when school is closed but shall receive no additional compensation for days and hours of instruction made up in accordance with State statute. In the event that make up days and hours are required, they shall be added to the end of the school calendar for that year, unless the Board and Association mutually agree to a different method of rescheduling the cancelled days/hours.

ARTICLE 6 CLASS LOAD

The following guidelines shall be followed in an attempt to maintain an appropriate pupil-teacher ratio:

- A. No more than twenty-eight (28) students shall be assigned to a kindergarten classroom, twenty-four (24) students assigned to a combination classroom, twenty-one (21) students assigned to a primary (junior first) grade classroom, nor more than thirty (30) students in any first through twelfth grade regular classroom.
- B. In the event that the class size limitation specified in Section A of this Article are exceeded, teachers of self-contained classrooms (students are present with the same teacher all day) shall be reimbursed at the rate of \$10.00 per day (\$5.00 per half day) for each student over the maximum. Teachers of departmentalized courses shall receive \$3.00 per class period per day for each student over the maximum. Special education teachers in inclusive classrooms are not eligible for overload pay.

- C. If overload conditions exist class sizes may not exceed the following:
1. Up to twenty-six (26) students may be scheduled into first through sixth grade combination classrooms, twenty-two (22) in the primary classroom, and thirty-two (32) in first through twelfth grade regular classrooms.
 2. Up to thirty-four (34) students in grades seven through twelve may be scheduled into a regular classroom during the time that a special education teacher is assigned to assist special education students in the regular education classroom.
 3. In specialty classes such as physical education, band, vocal music, computers, art, shop, small engine repair, technology labs, and so forth, the class size limitations in Section A of this Article shall be waived. In such classes, the class size limitation shall be increased or decreased as determined by the facilities available and conditions conducive to a safe and appropriate learning environment.
- D. Overload rates as described in Section B would be paid for those days when the actual enrollment of the class as shown by the office roster exceeds the specified limit. Overload pay will not be provided for days upon which class is not held or canceled for any reason. Daily attendance shall not be used to calculate overload pay.
- E. Teachers who voluntarily combine classes or groups of students for the purpose of team teaching, providing large group instruction, or other instructional activities shall have administrative approval and shall not be eligible for overload compensation as described in this Article, unless the teacher(s) regular class size otherwise qualified him/her for such compensation.
- F. It is the responsibility of the teacher(s) to report all overloads to their building principal on each pay date. The building principal shall be responsible for approving all requests for compensation in accordance with the terms of this Article prior to payment. Payment for overloads shall be made on regular pay periods. Failure to report overloads on this basis may result in forfeiture of the teacher(s) eligibility for overload payments.
- G. In the event that the administration is unable to comply with the provisions of this Article due to circumstances beyond the District's control, a committee with representation from the Association and administration will meet within five (5) school days to determine a mutually agreeable course of action. If necessary, this committee shall make recommendation(s) to the superintendent and the Board. This recommendation shall be considered at the next regularly scheduled Board meeting.

ARTICLE 8 CONFERENCE DAYS PROFESSIONAL OBSERVATION DAYS COACHING CLINICS

- A. The Board recognizes that educational conferences are needed for optimum educational advantage. Teachers will be permitted two (2) conference days each year not to be deducted from sick leave. If the administration requests a teacher to attend a conference, it will not count against their regular conference days. A conference leave form shall be used in requesting leave. Conference leave is subject to the approval of the building principal.
- B. Teachers, including those with less than three years of employment at Morley Stanwood, are eligible for one Professional Observation Day every three years. If a teacher elects to use a Professional Observation Day, he/she would not be eligible to use another such day until three years from the date the Professional Observation Day was used. A Professional Observation Day will be granted upon written request from the teacher stating the school to be attended, the reason for the selection of the school, and the aims and objectives of the visit. It is anticipated that planning for such a visit will be made in cooperation with the building principal and will result in some positive feedback to the system.
- C. An allowance for cost, up to \$95, will be reimbursed for a registration fee. Mileage will also be granted within the State of Michigan and will be paid at the rate allowed by the IRS. It is anticipated that when more than one (1) person is going (i.e., Spring Reading Conference) mileage will be paid for only one (1) vehicle, not to each person.
- D. Each Coach will be permitted to attend one (1) clinic per sport for one (1) school day not deductible from sick leave. An allowance for cost, up to \$95, will be reimbursed for a registration fee. Mileage will also be granted at the IRS rate within the State of Michigan. If more than one (1) coach attends, mileage will be paid for only one (1) vehicle, not each person.

ARTICLE 9 CURRICULUM PLANNING

The Board desires that teachers take part in the selection of textbooks and urges teachers to work in committees with Building Principals, not only in the selection of textbooks, but in the development of a curriculum guide. The Board desires to provide up-to-date textbooks in adequate supply within its budget limitations and within reason so that an orderly revision or change of textbooks takes place. Recommendations to change textbooks are to be submitted to the Board through the building principal. Principals are designated to conduct an ongoing

curriculum study for grades K-12. This should begin early in the current year. A status report is expected by the Board at the end of the first semester.

- A. During the summer recess the Board will pay registration plus a \$65 per day stipend for school improvement workshops provided funding is available.
- B. In order to be eligible for reimbursement under this section, the teacher must complete a Conference Leave Request Form and have it approved by the administration in advance of the conference or workshop.
- C. Up to two (2) Building Accreditation /School Improvement Team Leader(s) shall be assigned to each building with the exception of Alternative Education which will be assigned to the high school team. The high school team could be composed of up to two (2) Leader(s) and up to six (6) team members; up to four (4) of which would come from the high school and up to two (2) of which would come from Alternative Education. Each leader shall receive 2% of the BA salary schedule step commensurate with their experience as Leaders, up to a maximum of Step 4. Every Leader shall be a member of the District Accreditation/School Improvement Team, but shall not be eligible for a team member stipend as provided in Paragraph D of this Article.
- D. Up to four (4) Building Accreditation/School Improvement Team Members shall be assigned to each building. Team members shall be compensated at the rate of 1% of the BA Step 1 salary schedule. No experience credit will be granted to Team Members.

ARTICLE 10 DISCIPLINE OF STUDENTS

- A. Any formal complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- B. Public Act 103 of 1999 authorizes teachers to suspend a student(s) from his/her class for up to one day for any behavior prohibited by law, the Student Handbook, or Board Policy. Violations meriting removal from class by the teacher include, but are not limited to, persistent misbehavior or disruptions that interfere with classroom procedures, verbally abusing the teacher or other students, refusing to comply with directives, and other forms of unacceptable behavior. In suspending a student from class, teachers are to comply with Act 103 and Board Policy #5233 which is included in the Staff Handbook.

ARTICLE 11 PROFESSIONAL COMPENSATION

- A. Salaries for bargaining unit members are provided in Appendix A. Salaries for non-tenure extracurricular positions held by bargaining unit members are provided in Appendix B and C of this Agreement.

- B. Salaries shown in Appendix A are based upon a normal teaching load as defined in Articles 6 and 7 for the entire school year as shown in Appendix D. For the purpose of calculating salaries for teachers teaching less than a full school year, payment per day shall be defined as the teacher's base annual salary, excluding any extra duty compensation, divided by the number of work days in the contract calendar for that school year. Work performed for the district outside the calendar year(s) as shown in Appendix D may not be paid at the teacher's daily rate, but shall be paid at a rate agreed upon by the Board and the Association. It is understood that salaries shown in Appendix A represent full payment for the contracted days and hours as provided by this Agreement. The impact of any changes in the number of hours or days worked as a result of legislative mandate shall be subject to further negotiations between the Board and the Association.

- C. Teachers who elect to give up planning time and or conference period to cover class, supervise lunch, Saturday school, after school detention or elementary teachers who lose their planning time due to cancellation of specialty classes by the administration shall be paid at the rate specified in this section or may elect to receive comp. time. An unlimited number of comp hours may be earned during the school year; however a maximum of 18 hours (three (3) days) comp time may be accrued. The accrued Comp time may be carried over to the following year, but the maximum number of cumulative comp days shall be three (3) days. In cases where the maximum number of comp days is attained, the involved teacher shall be compensated at the rate given in this section. All reimbursement made to MSEA members will be dispensed by the District within, but not later than, 30 days of the receipt of the written request for reimbursement.

15 - 30 minutes	\$ 5.00
31 - 45 minutes	10.00
46 - 60 minutes	15.00
61 - 75 minutes	20.00
over 75 minutes	25.00

ARTICLE 12 EDUCATIONAL GROWTH

The Board agrees that incentive should be provided for those teachers taking course work beyond that required to maintain certification.

- A. For each block of ten (10) semester hours of credit earned beyond the requirements necessary to obtain permanent, continuing, or professional certification, the teacher's salary will be increased \$200 for that and succeeding years. This incentive will not be paid to teachers on the BA+35/MA or MA+30 salary column except as noted in part B of this Article.
- B. Upon proof of completion of a unit of ten (10) semester hours of credit earned beyond the BA+35/Masters degree, or beyond the MA+30, the teacher's salary will be increased \$200 for that and succeeding years. In order to receive this stipend for the current school year, the necessary course work must be completed by the end of the university's fall semester.
- C. When the Board encourages a teacher to take extra course work to qualify for a particular position within the school district, it will pay the cost of the tuition for those courses.

ARTICLE 13 EXPERIENCE CREDIT

Teachers shall be allowed up to two (2) years of credit for prior teaching experience upon employment. Teachers may be allowed up to five (5) additional years of credit for prior teaching experience, at the discretion of the Board. Experience may be given in half-year increments. These standards shall become effective for teachers hired on or after July 1, 2003 and shall not be applicable to or affect in any way salary placements made prior to that date.

ARTICLE 14 EVALUATION OF TEACHERS

See Appendix G page 31

ARTICLE 15 FINANCIAL INFORMATION

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements, allocations, and such information as will assist the Association in developing programs on behalf of the teachers in the Morley Stanwood

school system. These items will be those things normally furnished to the Board and will not require special research of particular items.

Two copies of the agenda will be available in the Superintendent's office on Friday before the Board meeting and a supplemental agenda will be available on the morning of the Board meeting.

ARTICLE 16 FRINGE BENEFITS

- A. For those selecting health insurance, the district shall provide health insurance for a full 12 month period to each full time bargaining unit member and his/her entire family. For those selecting health insurance, the Board will pay 80% for health care PAK A and / or PAK B. Members selecting health care will pay 20% PAK A and / or PAK B. The Association will have MESSA Choices II (current contract) through September 30th ; MESSA Choices II with the super saver Rx from October 1st through December 31st; MESSA HSA ABC I with super saver Rx from January 1st , 2013 through August 31st , 2013 with the District fully funding the deductible of the HSA ABC I.
- B. The district will provide the following additional coverage (PAK B):
1. Long Term Disability - 66 2/3%
\$3,000 Maximum Monthly Income Benefit
\$4,500 Maximum Eligible Monthly Salary
90 Calendar Days Modified Fill
Maternity Coverage - Yes
Pre-existing Condition Waiver - Yes
Freeze – Yes on offsets
Alcoholism/Drug Waiver - 2 year limitation
Mental/Nervous Waiver - 2 year limitation
2 Year Own Occupation
 2. Negotiated Life - \$30,000 with AD & D
 3. Vision - VSP-3 PLUS (Plan year July to July)
 4. Delta Dental - 80/80/60: Usual & Customary with Adult Ortho
\$1,400 60 UCR Lifetime Maximum

- C. In accordance with the district's Flexible Benefits Plan, teachers not desiring health insurance may elect to receive \$5,000. These employees will continue to receive long term disability, life, vision, and dental insurance (PAK B) benefits are described in this Article.
- D. Teachers may elect to purchase additional available MESSA options through payroll deduction.
- E. Insurance benefits for part time teachers will be prorated in the same ratio as their fractional contracted salary amount.
- F. There will be an internal and external coordination of benefits.
- G. In the event a teacher dies during the school year, the Board shall continue payments of all applicable health insurance premiums through the following August 31st in order to assure full, uninterrupted coverage for the survivors of the policy holder. If the teacher dies after the completion of the school year, the Board shall continue payment through August 31st of that year.

ARTICLE 17 GRIEVANCE PROCEDURE	See Appendix G page 33
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ARTICLE 18 ASSOCIATION LEAVE DAYS
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Association leave days will be provided to allow members of the MSEA to attend Association business as follows:

Non-bargaining years	Ten (10) days
Bargaining years	Fifteen (15) days

The cost of the substitute(s), based on the WillSub current daily rate, will be borne by the MSEA. The use of these days requires MSEA President's approval.

ARTICLE 19 BEREAVEMENT LEAVE

- A. Up to three (3) days, not chargeable to sick leave, may be used for relatives or persons residing in the home of the bargaining unit member. If additional days are needed, sick or personal leave may be used upon notification of the superintendent.

- B. Up to one (1) day per occurrence will be available to teachers for bereavement for those not included in A, which shall be charged to the teacher's sick or personal leave. The teacher may determine which form of leave shall be used.

ARTICLE 20 PERSONAL LEAVE

- A. Each teacher will be allowed two (2) days of leave for personal business each year, not deductible from sick leave. This shall accumulate to a maximum of three (3) days. Forms requesting such leave shall be sent to the Superintendent directly by the teacher via the building principal at least one (1) day in advance except in cases of emergency. Only five (5) teachers will be allowed personal business days on any given date.
- B. In the event a teacher has accumulated three (3) days of personal leave, an excess day will be credited to sick leave.
- C. Up to one (1) day of personal leave may be used in any school year, for emergency leave for situations beyond the teacher's control. These instances deal with the teacher's inability to report for work in situations such as unanticipated commercial carrier travel delays, serious car problems while away from the area, or similar circumstances which prevent their returning to their home area. It is understood that to qualify, they must notify the building principal so that a substitute teacher may be obtained, with direction to the substitute to carry out the teaching assignment.

ARTICLE 21 SICK LEAVE

- A. Each teacher shall be given ten (10) days of sick leave per year, cumulative to one hundred twenty (120) days, with full pay, on account of:
1. Personal illness;
 2. Illness in family;
 3. Absence necessitated by exposure to contagious disease; and
 4. Disability of the employee

It is expected that the teacher will take steps to notify his/her building principal or the Superintendent directly in such events. The administration MAY request a doctor's statement after three (3) consecutive absences.

A tenured teacher may borrow up to ten (10) sick days from their next year's sick day allowance. If said teacher resigns or is terminated for just cause by the district, the teacher shall reimburse the district for the borrowed days at that year's current cost of a substitute teacher. If the tenured teacher is laid off and or then recalled by the district, the district shall hold harmless the teacher's borrowed days.

- B. A teacher with fifteen (15) years or more of service at Morley Stanwood Community Schools, and resigning from teaching as a current employee of this school system will receive thirty-five dollars (\$35) per day of unused sick leave, up to 120 days, at the time of resignation.

In the event of the death of a current employee with fifteen (15) years or more of service at Morley Stanwood Community Schools, the designated beneficiary will be paid the sick leave benefit. The designated beneficiary for this benefit must be recorded in the teacher's personnel file, on forms provided by the school district. It is the teacher's responsibility to assure that this is done and is currently correct.

ARTICLE 22 LEAVES OF ABSENCE

- A. Sabbatical Leave--In accordance with the provisions of Section 1235 of the Revised School Code, teachers who have been employed seven (7) or more consecutive years at Morley Stanwood Community Schools may be granted a sabbatical leave, without pay or fringe benefits, for a minimum of one (1) semester and a maximum of one (1) school year. Upon return to his/her duties, a teacher shall be restored to his/her former position or a position of like nature, seniority and status and the sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in this agreement.
- B. General Leave--Teachers who have been employed for five (5) or more consecutive years at Morley Stanwood Community Schools, and each five (5) years thereafter, may be granted a general leave of absence, without pay or fringe benefits, for up to one (1) school year. Following the leave, the teacher shall be restored to his/her former position or a position of like nature and status. Seniority shall not accrue during this leave.
- C. Family Medical Leave--In accordance with the Family and Medical Leave Act of 1993 (FMLA), bargaining unit members may be eligible for leave and other rights under the law. Upon request and provided the employee meets eligibility requirement, the employer will grant up to 12 weeks of unpaid leave for the following reasons:

1. Birth of a child;
2. Placement of a child with a teacher for adoption or foster care;
3. A serious health condition that makes the teacher unable to perform the essential functions of his/her job; or
4. A serious health condition affecting the teacher's spouse, child, or parent for which it is necessary that the teacher provide care.

Eligible employees are entitled to take up to 12 work weeks of unpaid leave under FMLA during the school year.

During leave under FMLA, the employee shall use available paid sick leave except as noted under Child Care Leave below.

After using ten (10) consecutive days of sick leave, eligible employees will be required to continue their leave under FMLA. The employee shall have the right to take leave under FMLA on a reduced or intermittent schedule.

Health insurance benefits will continue during leave under FMLA under the same conditions and at the same level as if the employee were still at work.

Spouses employed by the district are each entitled to leave under FMLA.

Whenever practicable, the employee will provide the employer with at least two (2) weeks written notice of the request for leave. It will include the reason for the request, the expected beginning date, and whether or not the employee intends to use paid leave for any part of the leave. The employer may request medical verification from the employee's health care provider.

Upon return from leave under FMLA, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

- D. Child Care Leave--In addition to the time provided under FMLA for the birth of a child, the adoption of a child, or caring for a seriously ill child, six (6) weeks of child care leave will be granted upon request.

Leave under FMLA must be used before child care leave.

After twelve (12) weeks of leave under FMLA, six (6) weeks of child care leave may be used. Child care leave is unpaid and fringe benefits are not provided.

Requests for child care leave shall be made at least one week in advance and shall terminate at the ends of marking periods whenever possible.

- E. Coaching Leave--A coach may be granted a one (1) year leave of absence from coaching with Board approval. After the year's leave of absence, the coach will be able to return to his/her former coaching position. Salary steps will not be accrued during this leave.

ARTICLE 23 LENGTH OF SCHOOL DAY
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A. Work Day	Elementary	8:05 a.m. – 3:05 p.m.
	Middle School	8:10 a.m. – 3:10 p.m.
	High School	8:10 a.m. – 3:15 p.m.
	Alternative Education	8:05 a.m. – 3:05 p.m.
	<u>Career Center Schedule</u>	
	AM	8:30 a.m. – 10:45 a.m.
	PM	12:40 p.m. – 2:55 p.m.

Teacher work day begins ten (10) minutes before scheduled class time and ends ten (10) minutes after the scheduled class time.

- B. Parent-teacher conferences will be held as shown in Appendix D.
- C. The Association and its members recognize that as professionals, the proper discharge of teachers' responsibilities to their students and the school district will require them to devote time outside normal school hours to attend staff meetings and meet with parents, and agree that these professional responsibilities will be met.
- D. Teachers will be in the hallway adjacent to their classroom ten (10) minutes prior to the start of the student school day.
- E. Extended Day Tutoring before school, after school, or during lunch period will be compensated at the rate of \$25 per hour. It is understood that Extended Day Learning is one aspect of At-Risk and Title I programming and is intended to be an ongoing activity with students. It is not intended to replace the customary responsibility of teachers to assist students with coursework outside the time that a class or classes meet. Prior approval of the building principal is required in order to receive compensation for Extended Day Tutoring.

ARTICLE 24 PAYROLL INFORMATION

- A. Teachers may elect to receive their pay in twenty-one or twenty-six paychecks. For the duration of this contract, payday will be every other Friday, beginning September 14, 2012 for the 2012-2013 school year Payroll deductions will be allowed as follows:
1. West Michigan Credit Union
 2. Payroll Savings Bonds
 3. Professional Dues MSEA, MEA, and NEA
 4. Mecosta County United Way Fund
 5. MSEA Scholarship Fund
 6. Teacher Benefit Fund (Sports Boosters)
 7. MESSA Options
 8. MIP (Retirement)
 9. TDP (Service Credit Purchase)
 10. There will be direct deposit in any financial institution designated, in writing, by the bargaining unit member.
- B. Financial institutions available to teachers for payroll deduction.
1. A maximum number of financial institutions (businesses) listed in the Morley Stanwood Community Schools Master Contract for teachers will be capped at ten (10).
 2. If a financial institution (business) listed in the contract has no participating members, the business will be immediately removed from the contract and notice will be given to the Association.
 3. Any business that is interested in becoming a part of the Morley Stanwood Community Schools Master Contract for Teachers will:
 - a. Contact the Morley Stanwood Community Schools central office.
 - b. The business representative(s) will then be referred to the building principal to discuss the possible interest in and the scheduling of a meeting with the staff.
 - c. If the business has a minimum of five (5) Morley Stanwood staff members committed to investing with them, then they will contact the Morley Stanwood Education Association (MSEA) President.
 - d. The MSEA President will take the information to the MSEA Executive Board for approval.
 - e. The MSEA representative will meet with the current Morley Stanwood Community Schools Superintendent. They will then draft a letter of agreement that will be taken to the next regularly scheduled Morley Stanwood School Board meeting for final approval.

- f. If approved, the staff will be able to immediately invest with the business through payroll deductions. The name of the business will be added to the contract during the next MSEA contract negotiation.
- g. The following financial institutions are available for staff to invest through payroll deduction:

AXA Equitable, Ameriprise Financial Services, Edward Jones, Farm Bureau, GLP and Associates, Lincoln National, Mass Mutual and MEA Financial Services/Paradigm.

- C. Professional dues will be deducted from every pay during the school year with no summer deductions. If three pays fall within one month, dues will only be deducted on the first two paydays.

ARTICLE 25 POSTING OF VACANCIES	See Appendix G page 35
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ARTICLE 26 RECESS DUTIES

A playground supervisor will be provided for all recess periods.

ARTICLE 27 LAYOFF AND RECALL	See Appendix G page 36
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ARTICLE 28 - JURY DUTY

An employee who is called for jury duty shall be compensated for the difference in his/her normal salary and the money received for the performance of such duty.

Reimbursed expenses such as travel allowance shall not be considered.
Reasonable proof of salary earned for jury duty is required.

ARTICLE 29 MISCELLANEOUS

- A. *Medically Fragile Children:* No bargaining unit member, except an employee hired for that purpose, shall be required to provide custodial care or health services or any act or function constituting the practice of medicine, except in an emergency situation. Appropriate training with regard to health-related services required by medically fragile children will be provided to teachers responsible for educational services to such children, but only to the extent that this training is necessary to protect the well being of the child and only to the extent permitted by law.
- B. *Hours of Instruction:* The Board and the Association agree to work together to construct a school day that will meet the mandatory hours of instruction required by the State of Michigan.
- C. *Inclusive Education Planning Time:* A planning time schedule for Inclusive Education (Co-teaching) will be made by the building principals with the assistance of the teachers involved in the planning. The building principal will make every effort to schedule these planning times on a regular basis each month. If this time is cancelled for any reason the building principal will reschedule as soon as possible.

ARTICLE 30 MENTORING

See Appendix G page 38

ARTICLE 31 MEDICAID REIMBURSEMENT

- A. The parties recognize that teachers are responsible for completing the Medicaid Reimbursement forms and that additional work is required by the performance of that task.
- B. The Board agrees to pay \$5 per completed form (per month) to the classroom supply account of the teacher completing the forms. These funds will be used exclusively for the purchase of classroom supplies and other classroom material resources.
- C. If the funds allocated (as explained above) are not utilized by the end of the fiscal year (June 30), the unused amount will be converted to store or merchandise credits which will be used for the purposes expressed above. Teachers will submit receipts for all expenditures made if a purchase order has not been issued.

ARTICLE 32 DURATION

This Contract shall become effective upon ratification by the Board and the Association and shall expire on June 30, 2013.

In Witness Whereof, the parties have executed this Contract by their duly authorized representatives the day and year first written above.

Dated this 4th day of Sept. , 2012.

Morley-Stanwood Community Schools

By: *Hicki Spazz*

Its: Board President

By: *Sharon Munn*

Its: Board Treasurer

AND

By: *[Signature]*

Its: Superintendent

AND

Morley-Stanwood Education Association

By: *[Signature]*

Its: President

By: *Jenneth Fair*

Its: Chief Negotiator

Subscribed and sworn before me this 4th day of September 2012, in the city of Morley, County of Mecosta, State of Michigan.

Penny Brenner
Penny Brenner, Notary Public
Mecosta County, Michigan
My Commission Expires August 15, 2013

Appendix A – SALARY SCHEDULE

Step	Index	<u>2012-13</u>			<u>2012-13</u>		
		BA	BA+35 /MA	MA+30	BA	BA+35 /MA	MA+30
1	1.000	35,147	38,310	40,419	1,000	1,000	1,000
2	1.055	37,080	40,417	42,642	1,000	1,000	1,000
3	1.110	39,013	42,524	44,865	1,000	1,000	1,000
4	1.165	40,946	44,631	47,088	1,000	1,000	1,000
5	1.220	42,879	46,738	49,311	1,000	1,000	1,000
6	1.275	44,812	48,846	51,534	1,000	1,000	1,000
7	1.330	46,745	50,953	53,757	1,000	1,000	1,000
8	1.385	48,679	53,060	55,980	1,000	1,000	1,000
9	1.440	50,612	55,167	58,203	1,000	1,000	1,000
10	1.495	52,545	57,274	60,426	1,000	1,000	1,000
11	1.550	54,478	59,381	62,649	1,000	1,000	1,000
12	1.605	56,411	61,488	64,873	1,000	1,000	1,000
15	1.660	58,344	63,595	67,096	1,000	1,000	1,000
20	1.715	60,277	65,702	69,319	1,000	1,000	1,000

- A. At the end of 15 years of teaching, teachers will move to step 15 on the salary schedule.
- B. At the end of 20 full years of teaching, teachers will move to step 20 on the salary schedule.
- C. Mileage at the IRS rate will be paid to all teachers commuting between school buildings as a regular part of their teaching assignment.
- D. Teachers hired after October 1 shall be awarded the next step on the salary schedule on the anniversary date of his/her hiring.
- E. Teachers hired before October 1 shall be awarded the next step at the beginning of the next school year.
- F. Effective with the ratification of the 2012-2013 contract, an individual electing health insurance (PAK A and PAK B or PAK B) will contribute 20% of the respective insurance premium prospectively for the 2012-2013 school year.
- G. The district shall provide to each full time bargaining unit member the salary as shown in schedule A 2012-2013 as well as an additional \$1,000 bonus. For the 2012-2013 school year, bargaining unit members will receive their schedule step increase; but payment will be \$1000 more than their current step (2011-2012). The 2012-2013 alternate step payment for bargaining unit members will be \$1000 bonus off schedule.

APPENDIX B EXTRA CURRICULAR ACTIVITIES

	<u>Percent of BA Step 1</u>
Senior Class Sponsor	4.5%
Junior Class Sponsor	4.5%
Sophomore Class Sponsor	3%
Freshman Class Sponsor	3%
All School Play, High School @ 2 per year allowed	3% per play
All School Play, Middle School @ 2 per year allowed	3% per play
Yearbook: High School	5%
Band: Football Season / Basketball Season	3% per Season
Chorus – Elementary	2%
Chorus – Middle School: Classroom / Club*	2%
Chorus – High School: Classroom / Club*	2%
National Honor Society	1%
Student Council, High School	2.5%
Student Council, Middle School	2%
Destination Imagination: District Coordinator (one)	1%
Destination Imagination: 6 Teams per District	2% per Team
Model U.N.	1%
Invent America	1%
Recycle Club	1%
Quiz Bowl	2%
National History Day	1%

If two or more individuals share supervision of the activity, the stipend will be divided equally among the individuals (unless mutually agreed to do otherwise).

APPENDIX C COACHING SALARIES

FOOTBALL

Varsity	10.5%
Assistants (3)	7.0%

BASKETBALL

Varsity	10.5%
J.V.	7.0%
9 th Grade	5.0%
8 th Grade	5.0%
7 th Grade	5.0%

CHEERLEADING

Varsity Fall	5.0%
Varsity Winter	5.0%
J.V. Fall	3.0%
J.V. Winter	3.0%
Middle School	3.0%

CROSS COUNTRY

Varsity	6.5%
Middle School	3.25%

GAME MANAGER

High School	10.5% of the BA Step 8
Middle Schools	3.0% of BA Step 8

BASEBALL AND SOFTBALL

Varsity	9.0%
J.V.	5.0%

VOLLEYBALL

Varsity	10.5%
J.V.	5.0%
9 th Grade	4.0%
8 th Grade	3.25%
7 th Grade	3.25%

TRACK

Varsity Boys	8.5%
Varsity Girls	8.5%
Varsity Assistants (2)	2.5%
Middle School Boys	5.0%
Middle School Girls	5.0%

GOLF

Varsity Girls	6.5%
Varsity Boys	6.5%

WRESTLING

Varsity	10.5%
Assistant	4.50%
Middle School	3.25%

To determine the pay for coaching assignments, the percentage shown at the right of the sport schedule shall be applied to the salary B.A. step which is equal to the number of years or experience that the person has had in the sport. Eight (8) step maximum.

APPENDIX D 2012-2013 SCHOOL CALENDAR

<i>August 28</i>	<i>Teaching Staff Reports - Staff Work Day</i>
<i>August 29</i>	<i>Teaching Staff Reports - Staff Professional Dev.</i>
<i>August 30</i>	<i>Teaching Staff Reports - Staff Professional Dev.</i>
<i>Aug. 31-Sept. 3</i>	<i>No School – Labor Day Weekend</i>
Sept. 4	First Day for Students – (<i>Full Day</i>)
November 7	Full Day for Students – <i>High School Parent/Teacher Conferences (5–8 pm)</i>
November 7 & 9	Full Day for Students – <i>Middle School Parent/Teacher Conferences (5-8 pm)</i>
November 13 & 16	Full Day for Students – <i>Elementary Parent/Teacher Conferences (5–8 pm)</i>
November 15	No School – <i>Safety Day</i>
November 21, 22 & 23	No School – <i>Thanksgiving Recess</i>
Dec. 24 – Jan. 4	No School – <i>Winter Recess (School Resumes Jan 5)</i>
January 25	<i>Last Day of First Semester</i>
January 28	No School – <i>Staff Work Day</i>
January 29	<i>First Day Second Semester</i>
February 15-18	No School – <i>President’s Day Weekend</i>
March 26	Full Day for Students – <i>High School Parent/Teacher Conferences (5–8 pm)</i>
March 29-April 5	No School – <i>Spring Break</i>
May 19	<i>Graduation</i>
May 27	No School – <i>Memorial Day</i>
May 31	<i>Last day for Students (Full Day)</i>
June 3	<i>Last day for Staff</i>

Note: Calendar based on the Mecosta-Osceola Intermediate School District Calendar

APPENDIX E TEACHER EVALUATION FORM

Morley Stanwood Community Schools

TEACHER EVALUATION FORM

Criteria for Evaluation

1. Knowledge of Subject Matter
2. Techniques of Instruction
3. Classroom Management
4. Relationships with Pupils, Parents, and Professional Colleagues
5. Additional Comments

Considering all factors, the work performance of _____ is:

_____ Satisfactory _____ Needs Improvement _____ Unsatisfactory

Signatures _____ Teacher _____ Date _____

Any response or comments by the teacher may be written on the back of this evaluation or submitted separately.

RATING GUIDELINES:

Satisfactory - Performance meets or exceeds the requirements of the position with minimal direction and control. Teacher demonstrates adequate knowledge of subject matter, models acceptable techniques of instruction using a variety of instructional strategies, effectively manages student behavior and classroom activities, and maintains appropriate relationships with students, parents, and colleagues.

Needs Improvement - Performance is characterized as meeting only minimum standards for the position. The teacher does not meet the guidelines for a "Satisfactory" rating in one or more of the following area of the evaluation:

1. Knowledge of Subject Matter
2. Techniques of Instruction
3. Classroom Management
4. Relationships with Pupils, Parents, and Professional Colleagues

Unsatisfactory - Performance is consistently below acceptable standards in one or more of the areas of evaluation. Any teacher receiving a "needs improvement" or "unsatisfactory" rating will work with the building principal to establish a performance improvement plan. This plan shall address identified weaknesses and outline corrective measures.

APPENDIX F APPENDIX B SPONSORSHIP ACTIVITY REPORT FORM

Morley Stanwood Community Schools: Sponsorship Report

Appendix B Activity: _____

Sponsor's Name: _____

Date Submitted: _____

Please describe the events and work of your Appendix B activity which you and your students took part in for the academic school year _____.

Sponsor's Signature: _____

Building Principal: _____

Date Received: _____

APPENDIX G PROHIBITED SUBJECTS OF BARGAINING

Articles that involve prohibited subjects of negotiations shall be moved into an Appendix in the back of the contract. If the law changes then those articles will be immediately negotiated; Article 17, Grievance Procedure, shall immediately be in full force and effect.

ARTICLE 7 TEACHING ASSIGNMENTS

- A. Teachers will be advised of their tentative teaching assignments for the next school year prior to the last teacher workday of the current school year. Any necessary changes to these assignments must be preceded by notification to the involved teacher(s) **outlining the reason(s) necessitating the change.**
- B. Recommended changes in the number of class periods in the middle school and high school schedules shall be determined by a committee and representatives from the teaching staff and administration. Any changes to the number of classes offered daily in the middle or high school shall be determined by a committee with representatives from the teaching staff and administration and shall be subject to final approval by the Board. It is understood that a departmentalized approach will not be used for core academic courses in grades five and six, but teaming to provide instruction in these content areas (math, science, language arts, and social sciences) is allowed.
- C. Teachers shall receive unassigned time (prep time) as provided by recess periods, specialty classes, enrichment classes, or unassigned periods.
- D. Teachers may elect, with administrative approval, to teach in lieu of their conference hours or teach a zero hour class and receive a percentage of their salary based on the number of class periods in the day.
- E. Each teacher shall be assigned a thirty (30) minute duty free lunch period.
- F. Counselor--The schedule for extra work days beyond the contract shall be determined on a yearly basis between the administration and the Association. Counselors will receive 100% of their pay for each day worked. They will be allowed a maximum of ten (10) extra work days with the principal's approval. If additional days are needed, written approval from the superintendent shall be required.
- G. Shop (General) will be compensated at the rate of 3% per year for general maintenance And upkeep of equipment related to the "shop."
- H. Home visits, as required by teachers in the Great Start Readiness Program or other pre-Kindergarten (preschool) grant programs will be conducted by two adults at the discretion of the preschool teacher(s) and/or building principal. Specifications for

home visits, including mileage to be paid to teachers home visits, shall be written into the grant. Due to the shorter number of days of pupil instruction provided in existing preschool programs, teachers shall not receive any additional compensation for home visits conducted outside the normal school day.

ARTICLE 14 EVALUATION OF TEACHERS

- A. The evaluation of the performance of each teacher in the school district is the responsibility of the Administration.
- B. All monitoring or observation of the work of a teacher shall be conducted in person and with the full knowledge of the teacher.
- C. Teacher evaluation shall be conducted by observation. Each formal evaluation shall be based upon at least two (2) classroom observations. Each observation shall be for not less than thirty (30) minutes or the duration of a particular class activity. In no event shall an observation be for less than fifteen (15) consecutive minutes.
- D. At least one (1) classroom observation during an evaluation cycle shall be preceded by not less than twenty-four (24) hours notice.
- E. The criteria for evaluation shall be limited to the criteria recognized under the Teachers' Tenure Act.
- F. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) days of the second observation supporting the evaluation. If the teacher disagrees with the evaluation, the teacher may submit a written response, within ten (10) days of his/her receipt of the evaluation, which shall be attached to the file copy of the evaluation in question.

If an administrator evaluates a probationary teacher as performing at an unacceptable or unsatisfactory level, his/her Individualized Development Plan will be reviewed and, if necessary amended, to address performance deficiencies unless an administrative recommendation is being made to non-renew or terminate the probationary teacher.

If an administrator evaluates a tenure teacher as performing at an unacceptable or unsatisfactory level, the administrator shall develop (or amend), in consultation with the teacher, an Individualized Development Plan to address performance deficiencies. The evaluating administrator and the teacher shall be jointly responsible for implementing the IDP, which shall specify the period for remediation and performance objectives.

- G. Following each evaluation, which shall include a conference with the evaluator, the teacher will sign and be given a copy of the evaluation report prepared by his/her evaluator. In no case shall the teacher's signature be construed to mean that he/she

necessarily agrees with the contents of the evaluation. A teacher may submit a self-evaluation and/or submit additional comments to the written evaluation. All written evaluations are to be placed in the teacher's personnel file.

- H. Probationary teachers shall be evaluated not less than once annually. The initial observation of a probationary teacher shall occur at least one (1) month following the probationary teacher's commencement of service and the final observation shall be made not later than April 30 [sixty (60) days prior to the conclusion of the teacher's probationary year if on an "anniversary date" basis].

Each tenure teacher shall be evaluated at least once every three (3) years.

- I. In the event a teacher is not continued in employment, the Board will advise the teacher of the specific reasons therefore in writing with a copy to the Association. Probationary teachers will be granted a hearing before the Board prior to dismissal, upon request in writing:

Note: The evaluation form is included as Appendix F to the contract. The rating categories and their explanation are also found in the Appendix. All items must be marked on the actual evaluation form. A final rating will be given to each teacher who has been evaluated by the last day of the school year.

- J. The administrator will notify the teacher each time an evaluative or disciplinary entry is made in his/her personnel file. Teachers will be allowed to review, initial, and respond. No anonymous complaints will be placed in the personnel file.

- K. Evaluation of coaches:

1. The Board of Education or its designee will determine by whom, how, and how often a coach should be evaluated.
2. In the event there is a discernible problem, the coach should be notified immediately, but no later than halfway through the season (provided that is possible; if a problem arises after the halfway point, the coach will be notified of the problem as soon as practicable).
3. A face to face meeting will be held between the coach, athletic director, and/or principal to discuss the problem and to outline suggestions as to how the coach might best deal with the problem.
4. Ongoing communication, as necessary, shall continue between the administration and the affected coach as long as the problem exists.
5. If the situation is not satisfactorily resolved, and it becomes the administration's recommendation not to rehire a coach, a written recommendation will be sent to the Board of Education for consideration. A copy of this recommendation will also be given to the coach.

6. The Board, in discussing any such recommendation, shall treat it as a personnel matter and discuss it in closed session if requested to do so by the affected coach. The Board of Education shall make a determination not to rehire a coach based upon reason(s) which are not arbitrary or capricious.
7. Action items of the Board dealing with a Board decision not to rehire a coach, will be released to the press by the parties without details of problems leading to the action, to the extent that the employee has requested a closed session under the Open Meetings Act. The parties recognize that the Board is obligated to make disclosure of such information if requested to do so under the Freedom of Information Act.

This Agreement between the Board of Education of the Morley-Stanwood Community Schools (hereinafter referred to as the "Employer") and the Morley-Stanwood Education Association, MEA/NEA (hereinafter referred to as the "Association").

The parties recognize the need to modify Article 14 (Evaluation of Teachers) in order to meet the requirements enacted by the State of Michigan under the New School reform Law 2009 PA 205 Section 1249.

The Association and the Board of Education agree to the following:

Judiciously, a committee comprised of up to three (3) representatives of the Employer and up to three (3) representatives of the Association shall develop a framework and instrument for the Evaluation of Teachers in order to meet the requirements enacted by PA 205 Section 1249. The developed framework and instrument shall be passed onto the Employer and the Association where by Article 14 shall be negotiated into the Morley Stanwood Community School Master Contract for Teachers in order to meet the requirements of PA 205 Section 1249.

ARTICLE 17 GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by the Association or any teacher that there has been a violation, misinterpretation or misapplication of the terms of this Agreement;
2. The "aggrieved person" is the teacher(s) initiating the grievance.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this Contract; and
4. The term "days" shall mean "school" days, except during June-August when "days" shall mean Monday through Friday.

B. All grievances presented or appealed under this Contract:

1. Shall be signed by the Association/grievant(s) and dated.
2. Shall contain the date when the alleged violation occurred.
3. Shall contain a complete statement of the facts giving rise to the grievance and cite the section(s) of this Agreement alleged to have been violated.
4. Shall specify the relief or remedy requested.

C. Grievances will be processed according to the following procedure:

Step 1. The grievance will be submitted in writing within twenty (20) days of its occurrence by the aggrieved person to his/her building administrator and to the Association.

If the grievance is resolved to the satisfaction of both parties within a period of ten (10) days, the grievance will be withdrawn.

Step 2. If, at the end of the above ten (10) day period, the grievance is not settled, it will be evaluated by a committee consisting of the Superintendent of Schools, the administrative personnel involved, a Board member (if so desired by the Board), and an Association member representative. If this committee cannot resolve the grievance in ten (10) days, the committee will meet with the full Board to resolve the grievance.

Step 3. The Board of Education shall place the matter on its agenda for the next regularly scheduled Board meeting, provided the grievance is received no later than ten (10) working days prior to the scheduled meeting date, and shall notify the grievant and the Association of the scheduled date.

The Board will respond in writing within ten (10) working days following the scheduled Board meeting where the grievance was heard.

Step 4. Only the Association shall have the right to process or appeal a grievance to arbitration.

a.1. If, after ten (10) additional consecutive days, the grievance cannot be resolved, the Association in writing may appeal to an impartial arbitrator whose decision shall be binding.

2. The expense of said arbitrator shall be shared equally by the Association and the Board.
- b.1. The impartial arbitrator shall be mutually agreeable to the Board and the Association.
2. If no agreement can be reached within ten (10) consecutive days, the American Arbitration Association will be asked to appoint an arbitrator in accordance with its rules.
- c. Failure to pursue a grievance within the time limits indicated shall be deemed acceptance of the previous decision.
- d. Discipline of teachers will be subject to grievance except as it conflicts with the Tenure Act and dismissal of probationary teachers where the Board decision will be final.
- e. No teacher shall be disciplined, reduced in compensation, or deprived of any of the contractual terms of this Agreement without just cause. Dismissal or non-renewal of a probationary teacher is not subject to the just cause standard. Procedural due process will be followed in cases involving dismissal of probationary teachers, including a right to a hearing before the Board of Education.

ARTICLE 25 POSTING OF VACANCIES

- A. Vacancy – A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled including newly created positions, as well as such position currently filled but anticipated to be open in the future for a period of thirty (30) or more school days, excluding vacancies created by FMLA, Child Care Leave, Sick Leave, General Leave and Sabbatical defined in Article 22, A, B, C, and D.
- B. Posting & Filling Vacancies - Whenever a vacancy occurs within the professional staff, the Board will publicize the same, within the school system. Any qualified teacher may apply for such vacancy, and will be considered along with all other applicants. Any teacher applying for said vacancy shall have a written answer from the Board within thirty (30) days from the date of application as to acceptance or rejection. In the interests of providing the best available education environment for the students of the District, the Board will fill each opening with the best available personnel. Vacancies will be posted within five (5) days after such vacancies officially occur and for a minimum of one week. A position will not be filled until the notice of such vacancy is posted.
- C. Teachers may advise the administration, in writing, of interest in any openings that should occur during the times when school is not in session. These letters of interest

will be forwarded to the president of the Association, as well as any vacancy posting for teaching positions which occur during these times.

ARTICLE 27 LAYOFF AND RECALL

- A. No teacher shall be laid off unless there is a reduction in the number of total students enrolled in the District, or there is a reduction in the operating revenues of the District. No teacher shall be laid off during the school year. Teachers subject to layoff for the subsequent school year shall be notified of such layoff in writing, on or before June 1.
- B. The teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) earmarked for layoff. A teacher earmarked for layoff shall have the right to replace another member of the District's staff who is the least senior teacher within the teacher's certification and qualification.

When more than one teacher is certified and qualified for a position to which the teacher has the right to be assigned under this Article through bumping or recall, the teacher (or teachers) with the greatest amount of seniority will be retained or recalled first, except where to do so would violate the Teachers' Tenure Act.

Due to the unique environment of the Morley Stanwood Alternative Education, bumping due to layoff will only occur within the K-12 buildings independent of the Morley Stanwood Alternative School. Any layoff within the Alternative Education School will result in bumping within that school and not the K-12 programs.

- C. A teacher hired to fill a temporary vacancy created by a teacher on a leave of absence shall not accrue seniority or recall rights unless that teacher has already been granted those rights by the Board due to previous employment.

Process: After the positions earmarked for layoff have been determined the Association's Executive Board in collaboration with the Superintendent and or Board of Education will identify the teacher(s) who will be given a notice of layoff. The current seniority list will be used with the following modifications:

Only the names of those teachers earmarked for layoff will appear on The list all other teacher(s) will be identified solely by their credentials and date of hire. The Executive Board and Superintendent will be responsible for the creation of the "bumping and layoff seniority list."

- D. "Seniority" shall be computed from the last day of hire and shall be defined to mean the amount of time continuously employed by the District. A teacher shall remain on the seniority list for recall an amount equal to twice the number of years continuously employed by the District, but not to exceed three (3) years. Time spent on layoff shall not be construed as a break in continuous service, and seniority shall continue to accrue.

Names shall be added to the Seniority List according to the date and time the employee signed their contract (known as the contract date). The most recent contract date shall appear above all later dates. Employees who share a contract date shall have their names added to the Seniority List according to the time their contracts were signed, with the earliest time having seniority over all later times. It is noted that future employee leaves may affect the overall seniority placement of a name and these leaves shall be indicated in parentheses under the employee's name.

The District shall prepare and present to the Association a current seniority list each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification and qualification areas. Any objections to the accuracy of the list must be presented within thirty (30) days of delivery of the list to the Association.

- E. "Qualified" shall mean that teachers claiming a position under the provisions of this Article, or any other Article of this Contract shall:
1. hold a major or minor in the subject area(s) applicable (grades 7-12); and/or
 2. meet North Central Association standards for the subject area(s) and grade levels (K-12); and
 3. meet all applicable standards for a "highly qualified" teacher under the No Child Left Behind Act of 2001, including the NCLB Final regulations, 34 CFR 200.55-200.56 and the Michigan Definition for Identifying Highly Qualified Teachers as approved by the State Board of Education on April 24, 2003. The parties acknowledge that the NCLB standards become applicable at the end of the 2005-2006 school year for those bargaining unit members hired prior to the commencement of the 2002-2003 school year. Teachers hired on or after the commencement of the 2002-2003 school year are presently subject to applicable NCLB standards.
- F. "Certified" or "certification" shall be defined as the requirement to hold all certificates, endorsements and approvals required by law and/or the Michigan Department of Education Teacher Certification Code to serve in the position assigned. It is the teacher's responsibility to file such certificates, endorsements or approvals with the District. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this Contract.
- G. Changes in a teacher's certification and/or qualifications after notice of layoff shall not permit the teacher to be recalled by bumping at a later date.
- H. Teachers on layoff shall be recalled in inverse order of layoff, provided the teacher is certified and qualified for the vacancy. No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers who are certified and qualified to fill the vacancy.

- I. The Board shall give notice of recall from layoff by sending a certified letter to the teacher, with a copy sent to the Association President. The teacher shall respond to the notice of recall within five (5) working days of mailing. It is the responsibility of the teacher to keep the Board advised of his/her current address. Refusal or acceptance of a position that is less than full-time shall not affect a teacher's recall rights to a full-time position.
- J. A teacher, having been notified of being laid off and subsequently recalled at the beginning of the current school year, will receive a salary adjustment providing he/she was paid unemployment compensation during their regular summer months. This adjustment will be equal to the amount of unemployment compensation received, which will be deducted from the salary he/she would have earned for the school year had there been no layoff.

ARTICLE 30 MENTORING

- A. A mentor teacher shall be defined as a master teacher as identified in section 1526 of the School Code and shall perform the duties of a master teacher as specified in this Article 30, Letter G.
- B. Probationary teachers in their first three (3) years in the classroom shall be assigned a mentor teacher by the building principal.
- C.
 - 1. Participation as a mentor teacher shall be voluntary.
 - 2. Efforts will be made to match mentor teachers and probationary teachers who work in the same building and the same area of certification, but shall not be required.
- D. Where possible the mentor teacher and probationary teacher shall be assigned the same preparation time. To be considered as a mentor teacher, the tenured teacher must have satisfactory evaluations for the past five (5) years.
- E. If possible, the mentor shall receive mentor training and participate in experiences which prepare him/her or his/her role and responsibilities as a mentor. Training offered within the district will be planned cooperatively with the MSEA.
- F. Each teacher in his/her first three years of classroom teaching shall have an individual professional development plan known as the Individual Development Plan (IDP). The IDP is prepared by the administration in consultation with the teacher.

G. Roles and Responsibilities of Mentor

1. Provide the mentee teacher with professional support, instruction and guidance.
2. Demonstrate effective instruction to the mentee teacher.
3. Meet regularly with the mentee teacher to provide assistance in the following areas: curriculum and instructional strategies, organizational skills, classroom management, and assessing student progress.
4. Participate in orientation and training for mentors.
5. Offer suggestions for the probationary teacher's individualized development plan if requested to do so by the building principal.

H. Teacher mentors shall be paid 1% of the BA Step 1 salary step for each mentee. No mentor will be assigned more than one mentee.

LETTER OF AGREEMENT
between
MORLEY-STANWOOD COMMUNITY SCHOOLS
BOARD OF EDUCATION
and
MORLEY-STANWOOD EDUCATION ASSOCIATION

This letter of Agreement is entered into this 11th day of September, 2012 between the Board of Education of the Morley-Stanwood Community Schools (hereinafter referred to as the "Employer") and the Morley-Stanwood Education Association, MEA/NEA (hereinafter referred to as the "Association").

The Association agrees to a one time non-precedent setting waiver for the 2012-2013 school year as follows: This letter provides that teachers may volunteer, with no compensation, to conduct activities listed on Appendix B Extra Curricular Activities as shown in the Master Contract for Teachers as a result of the Employer not funding Schedule B. In the event that no teachers volunteer to conduct an Appendix B activity, the activity may be conducted by parent or community volunteers. Whether the activity is conducted by teachers, parents or community members, approval of the building principal and superintendent of schools is required before the activity may begin. Additionally, the district will not pay any fees or costs associated with participation in a given activity, including transportation costs. Such fees, if any exist, would need to be paid from sources other than the district's general fund. Funding arrangements, if necessary, must be made prior to commencement of the activity. Upon reinstatement by the Employer of the funding for Schedule B Extra Curricular Activities as shown in the Master Contract for Teachers, positions for said activities will revert back to the original teacher(s) who last sponsored and received a stipend for said activity. If the original teacher no longer chooses to sponsor said activity or is no longer employed by the district, then the position will be filled based on past practice.

MORLEY-STANWOOD COMMUNITY
SCHOOL BOARD OF EDUCATION

By: 

Its: Superintendent

By: _____

Its: _____

MORLEY-STANWOOD EDUCATION
ASSOCIATION, MEA/NEA

By: 

Its: President

By: 

Its: Chief Negotiator

LETTER OF AGREEMENT
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The Association agrees to a one time non-precedent setting waiver of Article 6 Section C to allow the Employer to assign overloads as follows for the 20112- 2013 school year.


- A. No Change.
- B. No Change.
- C. If overload conditions exist class sizes may not exceed the following:

- 1. Up to twenty-six (26) students may be scheduled into first through fourth grade combination and twenty-eight (28) in fifth and sixth grade combination classrooms, twenty-two (22) in the primary classroom, thirty-two (32) in first through fourth grade regular classrooms and thirty-four (34) in fifth through twelfth grade.

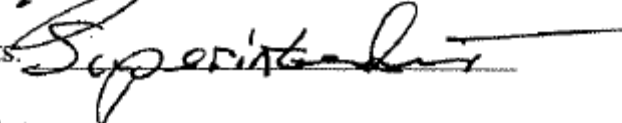
D.- G. No Changes.

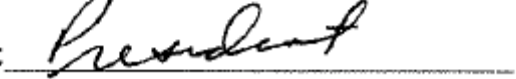
MORLEY-STANWOOD COMMUNITY
SCHOOL BOARD OF EDUCATION

MORLEY-STANWOOD EDUCATION
ASSOCIATION, MEA/NEA

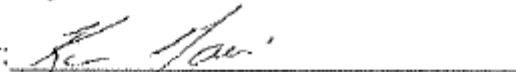
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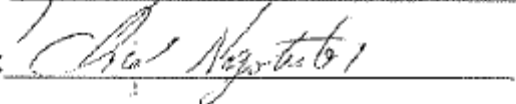
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