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8/2000

MORLEY STANWOOD COMMUNITY SCHOOLS

Morley, Michigan

Master Contract for Teachers

1997-2000

Morley Stanwood Community Schools

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ARTICLE I

Recognition Clause

Pursuant to Act 379, Public Acts of 1965, as amended, the Morley Stanwood Community Schools, Board of Education (hereinafter 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 (hereinafter referred to as employees), in the bargaining unit defined as:

All full-time and regular part-time certified teachers including librarians and counselors but excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, school administrators, and all others.

ARTICLE II

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 the 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 Michigan General School Laws or any other laws or regulations which apply.

ARTICLE III

Agency Shop

The Board agrees that it shall be a condition of employment that all teachers employed shall either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association and such authorities shall continue in effect from year to year unless revoked in writing; or
2. Cause to be paid to the Association, a representative fee equivalent to the dues of the Association (including the National and Michigan Educational Associations) within 60 days after the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with this condition, shall process said complaint in accordance with the Teacher's Tenure Act, the charging party being the Association, if said teacher is a tenure teacher or in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his/her services shall be discontinued at the end of the then current semester unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that said dues have been paid in full and said complaint is withdrawn. It is expressly understood that in the event the Board shall hire a new teacher to replace a probationary teacher under the terms of this article, then and in that event, neither the Association nor the teacher shall have a right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed hereunder. The refusal of said teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for the Board of Education.
3. 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 IV

Calendar

- A. The employment calendars for the duration of this contract are shown in Appendix D. The Board reserves rights related to calendar as provided by in Public Act 112 of 1994. The Board and bargaining unit accept the perpetual calendar guidelines shown in Appendix D which are provided by agreement between representatives of the teachers 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 bargaining unit and 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 when school is closed but shall receive no additional compensation for days made up in accordance with State statute. In the event that make up days are required, school shall be held on President's Day. Any additional make up days shall be added to end of the school calendar for that year.

ARTICLE V

Class Load

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

1. No more than twenty-eight (28) students shall be assigned to a kindergarten classroom, twenty-four (24) students assigned to a combination classroom or primary (junior first) grade classroom, nor more than thirty (30) students in any first through twelfth grade regular classroom.
2. In the event that the class size limitations specified in Section 1 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.

3. If overload conditions exist class sizes may not exceed the following:
 - a. Up to twenty-six (26) students may be scheduled into first through sixth grade combination classrooms and thirty-two (32) in first through twelfth grade regular classrooms.
 - b. 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.
 - c. In specialty classes such as physical education, band, vocal music, computers, art, shop, small engine repair and so forth, the class size limitations in Section 1 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.
4. Overload rates as described in Section 2 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.
5. 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 qualifies him/her for such compensation.
6. 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.
7. In the event that the administration is unable to comply with the provisions of this Article due to circumstances beyond their 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 a recommendation(s) to the superintendent and Board. This recommendation shall be considered at the next regularly scheduled Board meeting.

ARTICLE VI

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. Changes in the number of class periods in the middle and high school schedules shall be determined by a committee with representatives from the teaching staff, administration, parents, and students. Any changes to the number of hours offered daily in the middle or high school shall be subject to approval by the teachers and board. It is understood that the 5th and 6th grade operate with self-contained classrooms (rather than a departmentalized approach). Any changes to the 5th and 6th grade schedule will be subject to the terms of this article and other relevant portions of this agreement.
- 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 hour 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 seven (7) extra work days with the principal's approval. If additional days are needed, written approval from the superintendent shall be required.

ARTICLE VII

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 deductible from sick leave. If a teacher attends a conference, his/her spouse, if also a teacher, will be permitted to attend, but will be required to pay the necessary substitute wages if the conference does not pertain to that teachers area of instruction. A schedule will be worked out for the spring Reading Conference. If the administration requests a teacher to attend a conference, it will not count against their regular conference day.

- B. After two (2) years in the system, a teacher will be eligible for a Professional Observation Day not deductible from sick leave. The teacher will be eligible for another in each three-year (3) period thereafter. 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 objective 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 \$40, 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 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 \$40, 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 to each person.

ARTICLE VIII

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.

1. During the summer recess the Board will pay registration plus a \$50 per day stipend for school improvement workshops provided funding is available and with prior administrative approval.
2. The Board agrees to negotiate any working conditions changes brought about by legislative mandate.

ARTICLE IX

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. Verbal abuse of a teacher by a student:
 - 1. Students verbally abusing teachers shall be removed from class.
 - 2. The student(s) will be returned to class by the Principal after a conference involving the teacher and parent, if possible; and
 - 3. A student may be temporarily excluded from a classroom by a teacher when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the student interferes with classroom procedures, until action is taken which will allow the student to be returned to the class in good standing. The teacher shall furnish the Principal, as promptly as his/her teaching obligations will allow, but within the same day, with full particulars in writing regarding the problem.
- C. Teachers will be in the hallway adjacent to their classroom ten (10) minutes prior to the start of the student school day.

ARTICLE X

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 Article V and VI 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 bargaining unit. It is understood that salaries shown in Appendix A represent full payment for the contracted days and hours as provided by this agreement. Any changes in the number of hours or days

worked as a result of legislative mandate shall be subject to further negotiation between the Board and the Association. It is understood that, given current State requirements for hours of instruction, it will be necessary to reopen appropriate portions of this contract for the 1999-2000 school year.

- C. Middle school or high school teachers who elect to give up a conference hour to cover a class or supervise lunch shall be paid \$15 per class period. Elementary teachers who lose planning time due to cancellation of specialty classes by the administration shall be paid \$12 per class period.
- D. Teachers who voluntarily agree to supervise Saturday or after school detention shall be paid at the rate specified in Section C above, or may elect to receive comp time. Comp time shall accrue equivalently, i.e., on an hour for an hour basis. A maximum of two (2) days of comp time may be accrued during one school year. 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 Section C.

ARTICLE XI

Educational Growth

The Board agrees that incentive should be provided for those teachers taking coursework 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 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, 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 coursework must be completed by the end of the university's fall semester.
- C. In order to receive any added compensation for extra semester hours of credit beyond permanent/continuing/professional certification, the course work must be in that teacher's major or minor field, or have been previously approved by the Superintendent of Schools.
- D. 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.
- E. Education Cost Reimbursement: Up to \$65 expense reimbursement will be paid per semester hour taken from an accredited institution after a teacher has completed the

requirements for permanent/continuing/professional certification. Proof must be presented that a candidate has completed the course successfully before payment is made. Courses must pertain to the teacher's area of instruction. The following conditions apply:

1. Application for reimbursement must be made prior to taking course.
2. This is a one-time payment per course.
3. Does not apply to the first 18 hours necessary for continuing/professional certification.
4. Does apply beyond the Master's degree.

ARTICLE XII

Experience Credit

Teachers may be allowed up to five (5) years of credit for teaching or other related experience upon employment. Experience may be given in half-year increments.

ARTICLE XIII

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 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) annual observation shall be preceded by not less than twenty-four (24) hours notice.
- E. The criteria for evaluation shall be limited to the following areas:
 1. Knowledge of subject matter;
 2. Techniques of instruction;
 3. Classroom management; and
 4. Relationships with students, parents, and professional colleagues.

- F. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) days of the evaluation. If the teacher disagrees with the evaluation, the teacher may submit a written response which shall be attached to the file copy of the evaluation in question. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve.
- 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 observed for the purpose of evaluation at least three (3) times during the school year. These observations shall occur at least one (1) month following a teacher's commencement of service, three (3) months after a teacher's commencement of service and no later than April 30th.

Each tenure teacher shall be evaluated at least once every four (4) 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 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 problems arise 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 confidential written recommendation will be sent to the Board of Education for consideration. A copy would also go 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 without details of problems leading to the action, unless it is mutually agreed to by the parties.

ARTICLE XIV

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 XV

Fringe Benefits

- A. For those selecting health insurance, the district shall provide without cost to each full time bargaining unit member and his/her entire family for a full 12 month period, MESSA-PAK

SuperCare 1 insurance (PAK A). It is understood that this health care plan excludes abortion coverage as stipulated in Public Act 93 of 1997, the State School Aid Act, and that impacted employees have elected not to purchase this coverage on an out-of-pocket basis.

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
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 Maximum for Class I & II

C. In accordance with the district's Flexible Benefits Plan, teachers not desiring health insurance may elect to receive an amount of cash equal to the annual premium for SuperCare 1 member only coverage. These employees will continue to receive long term disability, life, vision, and dental insurance (PAK B) benefits as 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 accordance with the district Medical Reimbursement Plan, teachers will be reimbursed for out-of-pocket medical expenses up to the amount of the deductible stipulated in SuperCare 1. Reimbursement will be made during the months of December and June. Evidence of payment must be submitted with the request. There will be no reimbursement for co-pay on prescription drugs.

ARTICLE XVI

GRIEVANCE PROCEDURE

A. Definitions;

1. A "grievance" is any alleged violation of the application, meaning or interpretations of this Agreement and/or established teacher personnel policy;
2. The "aggrieved person" is the teacher(s) making 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.

B. Any grievance between the Board and the Association or member(s) of said Board or Association will be processed through the following procedure:

1. The grievance will be submitted in writing within twenty (20) school days of said grievance by the individual or individuals involved in said grievance to the administrative personnel of said individual or individuals building and to the Association. If the grievance is corrected to the satisfaction of both parties within a period of five (5) consecutive school days, the grievance will be discontinued.
2. If, at the end of five (5) consecutive school days, 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 from each school building. If this committee cannot resolve the grievance in ten (10) days, the committee will meet with the full Board to resolve the grievance.
3. If, after ten (10) additional consecutive days, the grievance cannot be resolved, the matter will be turned over to an impartial arbitrator whose decision shall be binding. The expense of said arbitrator will be shared equally by the Association and the Board.
4. The impartial arbitrator shall be mutually agreeable to the Board and the Association. 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.
5. Failure to pursue a grievance within the time limits indicated shall be deemed acceptance of the previous decision.

6. Discipline of teachers will be subject to grievance except as it conflicts with the State Tenure Act and dismissal of probationary teachers where the Board decision will be final.
7. No teacher shall be disciplined, reduced in compensation, or deprived of any of the contractual terms of this agreement without just cause.

ARTICLE XVII

Association Leave Days

Association leave days will be provided to allow members of the MSEA to attend association business as follows:

Non-bargaining years - Seven (7) days
Bargaining years - Fifteen (15) days.

The cost of the substitute(s) will be borne by the MSEA.

ARTICLE XVIII

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 XIX

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 XX

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 tenure teacher may borrow up to ten (10) sick days from their next years sick day allowance.

- B. Effective June 30, 1998, a teacher with fifteen (15) years or more of service at Morley Stanwood Community Schools, and retiring from teaching as current employee of this school system will receive twenty-five dollars (\$25) per day of unused sick leave, up to 120 days, at the time of retirement (except as provided by Appendix E - Retirement Incentive).

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 XXI

Leaves of Absence

- A. **Sabbatical Leave** - In accordance with the provisions of Section 1235 of the Revised School Code, teachers who have been employed to 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 requirements, 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 the teacher for adoption or foster care;
 - 3. A serious health condition that makes the teacher unable to perform the essential functions of their 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 workweeks 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 on 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 XXII

Length of School Day

- A. Student Day - Elementary 8:25 a.m. - 3:00 p.m.
Middle and High School - 8:10 a.m. - 2:40 p.m.
Teacher Day - Ten (10) minutes before and after the student day.
- B. Parent teacher conferences will be held on the Wednesday and Thursday immediately following the end of the first nine-week marking period according to the following schedule:

Wednesday, 5:30 p.m. - 8:00 p.m.

Thursday, 12:30 p.m. - 3:00 p.m. and 6:00 p.m. - 8:00 p.m.

Students will be dismissed early (11:15 for middle school and high school, 11:30 for elementary) on Wednesday, Thursday, and Friday for the aforementioned week of parent-teacher conferences.

- 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.

ARTICLE XXIII

Payroll Information

- A. Teachers may elect to receive their pay in twenty-one or twenty-six paychecks. Pay day will be every other Friday, beginning September 5, 1997. Payroll deductions will be allowed as follows:
1. Northwestern Area Credit Union
 2. Payroll Savings Bonds
 3. Professional Dues - MSEA, MEA and NEA
 4. Mecosta County United Way Fund
 5. Annuity - Equitable Life, Farm Bureau, General American, Lincoln National Massmutual, MEFSA, and Putnam
 6. Teacher Benefit Fund (Sports Boosters)
 7. MESSA Options
 8. MIP (Retirement)
 9. If feasible, there will be direct deposit in Chemical Bank and/or Old Kent Bank.
- B. 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 pay days of that month.

ARTICLE XXIV

Posting of 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 educational 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.

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 postings for teaching positions which occur during these times.

ARTICLE XXV

Recess Duties

A playground supervisor will be provided for all recess periods.

ARTICLE XXVI

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, at least sixty (60) days prior to the last teaching day of the current school year.
- B. The teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified of layoff. A teacher notified of 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.
- 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.
- D. Seniority shall be computed from the last day of hire and shall be defined to mean the amount of times continuously employed by the District. An employee 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 six (6) years. Time spent on layoff shall not be construed as a break in continuous service, and seniority shall continue to accrue. 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 areas.
- E. Changes in a teacher's certification after notice of layoff shall not permit the teacher to be recalled by bumping at a later date.

- F. Teachers on layoff shall be recalled in inverse order of layoff, provided the teacher is certified 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 to fill the vacancy.
- G. 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.
- H. 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 equaled 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 XXVII

Jury Duty

An employee who is called for Jury Duty shall be compensated for the difference 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 XXVIII

Miscellaneous

- A. *Medically Fragile Children:* Teachers must be covered by school liability insurance if placed in teaching situations with medically fragile children. They must be appraised of the student's medical problems, and if needed, training will be provided. At no time will the teacher be required to handle bodily fluids.
- 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. *Master Teacher Mentor Assignment:* A teacher voluntarily assigned as a Master Teacher Mentor shall have five (5) years of continuous employment with the District, be tenured, and have had positive evaluations.

D. *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 canceled for any reason the building principal will reschedule as soon as possible.

ARTICLE XXIX

Duration of Agreement

If no new contract is negotiated by the beginning of the school year of 2000/01, and the Board opens school, this contract will remain in force until a new contract is negotiated, at which time the new contract will be retroactive to the beginning of the 2000/01 school year.

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

Dated this 4th day of December 1997.

Morley Stanwood Community Schools

Morley Stanwood Education Association

BY *Guy Weeks*
Guy Weeks, Board President

BY *Linda Bulow*
Linda Bulow, Association President

AND *Raymond Steinke*
Raymond Steinke, Board Secretary

AND *Linda J. Bechaz*
Linda Bechaz, Head Negotiator

District

Association

Matt Bush
Matt Bush, Team Member

Craig Schafer
Craig Schafer, Team Member

Cheryl Daum
Cheryl Daum, Team Member

Carol Van Haelemeersch
Carol Van Haelemeersch, Team Member

Bill VanSickle
Bill VanSickle, Team Member

Subscribed and sworn before me this fourth day of December, 1997,

in the city of Morley, County of Mecosta, State of Michigan.

Helen K. Taylor
Notary Public: **Helen K. Taylor**

My Commission Expires: 04-02-98

APPENDIX A - SALARY SCHEDULES

<u>Step</u>	<u>Index</u>	<u>1997-98</u>		<u>1998-99</u>		<u>1999-00</u>	
		<u>B.A.</u>	<u>BA+35/MA</u>	<u>B.A.</u>	<u>BA+35/MA</u>	<u>B.A.</u>	<u>BA+35/MA</u>
1	1.000	\$26,470	\$28,616	\$27,211	\$29,417	\$27,973	\$30,241
2	1.055	\$27,926	\$30,190	\$28,708	\$31,035	\$29,512	\$31,904
3	1.110	\$29,382	\$31,764	\$30,204	\$32,653	\$31,050	\$33,568
4	1.165	\$30,838	\$33,338	\$31,701	\$34,271	\$32,589	\$35,231
5	1.220	\$32,293	\$34,912	\$33,197	\$35,889	\$34,127	\$36,894
6	1.275	\$33,749	\$36,485	\$34,694	\$37,507	\$35,666	\$38,557
7	1.330	\$35,205	\$38,059	\$36,191	\$39,125	\$37,204	\$40,221
8	1.385	\$36,661	\$39,633	\$37,687	\$40,743	\$38,743	\$41,884
9	1.440	\$38,117	\$41,207	\$39,184	\$42,360	\$40,281	\$43,547
10	1.495	\$39,573	\$42,781	\$40,680	\$43,978	\$41,820	\$45,210
11	1.550	\$41,029	\$44,355	\$42,177	\$45,596	\$43,358	\$46,874
12	1.605	\$42,484	\$45,929	\$43,674	\$47,214	\$44,897	\$48,537
15	1.660	\$43,940	\$47,503	\$45,170	\$48,832	\$46,435	\$50,200
20	1.715	\$45,396	\$49,076	\$46,667	\$50,450	\$47,974	\$51,863

Step 1 increases are as follows: 1997-98, 1.0 % on BA, 2.0 % on BA+35/MA; 1998-99, 2.8 %; 1999-2000, 2.80 %. Amounts for other steps are derived using the index.

At the end of 15 full years of teaching, teachers will move to Step 15 on the salary schedule.

At the end of 20 full years of teaching, teachers will move to Step 20 on the salary schedule.

A maximum of five (5) years of service elsewhere will apply to Steps 15 and 20.

Mileage will be paid to all teachers commuting between school buildings as a regular part of their assignment at the IRS allowed rate.

APPENDIX B - EXTRA CURRICULAR ACTIVITIES

	<u>Percent of BA Step 1</u>
Senior Class Sponsor (1 or 2 persons)	5%
Junior Class Sponsor (1 or 2 persons)	4%
Sophomore Class Sponsor (1 or 2 persons)	3%
Freshman Class Sponsor (1 or 2 persons)	3%
All School Play	3%
Yearbook (when not done as a class)	3%
Student Newspaper (when not done as a class)	1%
Varsity Club	1.5%
Concessions Director (1 or 2 persons)	2.5%
Shop (General)	2.5%
Gifted/Talented (1 person)	1%
Driver Education	\$17 per hour
Flags (Band)	2%
Band	5%
Chorus	2%
National Honor Society	1%
Student Council	2.5%
Drama Club	2%
Odyssey of the Mind (OM)	2%
Science Olympiad	2%
Elementary Librarian (1 in each building)	2%
Model U.N.	1%
Mock Trial	1%
SADD	1%
Invent America	1%
Recycling Club	1%
Title I Tutoring	\$17 per hour

Additional clubs approved by the Board will be added to this appendix at 1%.

APPENDIX C - COACHING SALARIES

FOOTBALL

Varsity	10.5%
Assistants (3)	7.0%

BASEBALL AND SOFTBALL

Varsity	8.5%
J.V.	5.0%

BASKETBALL

Varsity	10.5%
J.V.	7.0%
9th Grade	5.0%
8th Grade	4.0%
7th Grade	4.0%

VOLLEYBALL

Varsity	8.5%
J.V.	5.0%
9th Grade	4.0%
8th Grade	2.25%
7th Grade	2.25%

CHEERLEADING

Varsity Fall	4.0%
Varsity Winter	4.0%
J.V. Fall	3.0%
J.V. Winter	3.0%
Junior High	2.0%

TRACK

Varsity Boys	7.5%
Varsity Girls	7.5%
Junior High	5.0%

GOLF

Varsity	6.5%
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CROSS COUNTRY

Varsity	6.5%
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GAME MANAGER

10.5% of Step 8

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 of experience that the person has had in the sport. Eight (8) step maximum.

APPENDIX D - SCHOOL CALENDAR

1997-2000 SCHOOL CALENDAR

<u>1997-98</u>	<u>1998-99</u>	<u>1999-00</u>	
Aug. 25	Aug. 31	Aug. 30	Teaching Staff Reports
Aug. 26	-----	-----	Teacher Inservice Day
Aug. 27	Sept. 1	Aug. 31	First Day for Students - Early Dismissal*
Sept. 1	Sept. 7	Sept. 6	No School - Labor Day
Sept. 17	tbd	tbd	Teacher Inservice Day - Early Dismissal*
Oct. 15	tbd	tbd	Teacher Inservice Day - Early Dismissal*
Oct. 31	Nov. 6	Nov. 5	End of First Marking Period
Nov. 5	Nov. 11	Nov. 10	Parent-Teacher Conferences - Early Dismissal* Conferences 5:30-8:00 p.m.
Nov. 6	Nov. 12	Nov. 11	Parent-Teacher Conferences - Early Dismissal* Conferences 12:30-3:00 p.m. and 6:00-8:00 p.m
Nov. 7	Nov. 13	Nov. 12	Early Dismissal*
-----	-----	Nov. 15	No School - Safety Day
Nov. 27, 28	Nov. 26, 27	Nov. 25, 26	No School - Thanksgiving Recess
Dec. 22 - Jan. 2	Dec. 21 - Jan. 1	Dec. 20 - Dec. 31	No School - Christmas Recess
Jan. 16	Jan. 22	Jan. 21	End of First Semester
Jan. 19	Jan. 25	Jan. 24	No School - Teacher Recordkeeping
Feb. 16	Feb. 15	Feb. 21	No School - Presidents' Day
Mar. 27	Mar. 26	Mar. 24	End of Third Marking Period
Apr. 6-10	Apr. 2-9	Apr. 3-7	No School - Spring Recess
-----	-----	Apr. 21	No School - Good Friday
May 25	May 31	May 29	No School - Memorial Day
June 3	June 10	June 9	Last Day for Students
June 4	June 11	June 12	Last Day for Teachers

tbd = to be determined

*Middle School and High School students will be dismissed at 11:15, elementary at 11:30

APPENDIX E - RETIREMENT

The Board and the Association agree that the provisions stated in this appendix shall become effective on June 30, 1998 and shall remain in effect for the duration of this contract. Further, neither party shall require the other to enter into negotiations for the purpose of altering or amending same, nor shall either party have power to require additions to this Appendix during its life. This Appendix will be null and void if violates any legal mandates.

A. Retirement Incentive

1. The Board shall provide the following cash payout to a teacher who has completed a minimum of ten (10) consecutive years of full time service with the Morley Stanwood School District and is eligible to receive benefits through the Michigan Public School Employees Retirement System (MPSERS). The cash payout shall be an incentive to retirement from the district.

First year of eligibility..... \$15,000
Second year of eligibility..... \$10,000

2. Eligibility for this retirement incentive shall be defined as the minimum age and service requirements needed to qualify for retirement as defined by the MPSERS. The first year of eligibility shall be school fiscal year (July 1-June 30) in which the teacher qualifies for the minimum number of requirements for retirement as it applies to the teacher.
3. "Retirement" as used in this provision shall mean severance of employment with the district and verification of an application of the teacher to the MPSERS for retirement benefits from said retirement system.
4. This provision provides for retirement to occur prior to June 30 of the year the teacher elects retirement, except as the Superintendent and teacher shall otherwise agree. Benefits, unemployment, or claims other than claims covered by the Master Agreement shall be waived by the teacher electing retirement.
5. An eligible teacher shall submit an application to the Superintendent's office prior to May 1 of the year the teacher elects retirement.
6. For a teacher receiving the \$15,000 benefit, the payout shall be made in three (3) equal installments. The first payment shall be made prior to June 30 of the year the teacher elects retirement. The second payment shall be made on January 2 of the year following retirement. The third payment shall be made on July 2 of the year following retirement.

For a teacher receiving the \$10,000 benefit, the payout shall be made in two (2) equal installments. The first payment shall be made prior to June 30 of the year the teacher elects retirement. The second payment shall be made on January 2 of the year following retirement

7. In the event that the total number of teachers making applications for this incentive require funding that will exceed the funds available, representatives of the Board and the Association shall meet prior to June 1 to determine the total number of teachers that will be allowed to participate and the process of selection.
8. Teachers choosing these options will not be allowed to receive any paid sick days upon retirement.

APPENDIX F - 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, Parent, 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, parent, and colleagues.

Needs Improvement - Performance is characterized as meeting only minimum standards for the position. Teacher does not consistently meet the guidelines for "satisfactory" in each of the four (4) main areas of evaluation.

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.