

6/30/95

MASTER AGREEMENT

between

THE BOARD OF EDUCATION
MORRICE AREA SCHOOLS

and

SHIAWASSEE COUNTY EDUCATION ASSOCIATION
and ITS AFFILIATE,
THE MORRICE SCHOOLS EDUCATION ASSOCIATION

1992-95

Morrice Area Schools

This Agreement shall terminate June 30, 1995

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ARTICLE I - RECOGNITION

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

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

B. Regularly employed substitute teachers are those teachers employed for more than forty five (45) consecutive school days in a year to fill teaching vacancies occurring through leaves of absence or resignation. Said teacher shall receive a contract that shall contain all benefits and provisions of the Master Agreement.

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

ARTICLE II - MANAGEMENT'S RIGHTS

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by the way of illustration, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board School District.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.

ARTICLE II - MANAGEMENT'S RIGHTS (continued)

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including requiring a written statement from his physician that any teacher that has been under doctor's care, certifying that the employee is physically able to perform the duties assigned.

7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

11. Determine the policy affecting the selection or training of employees providing that such selection shall be based upon lawful criteria.

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

ARTICLE II - MANAGEMENT'S RIGHTS (continued)

B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement **except that in the event there is a fund equity on June 30, 1994 equal to 10% or more of the expenses for 1993-94, it is agreed that the salary amount for 1994-95 shall be renegotiated.** In the event any difference arises with regard to any matter contained in this Article, and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this Article and, if so, shall deny the grievance.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees is vested exclusively in the Board.

E. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.

F. The Board shall determine all methods and means to carry on the operation, including automation or contracting thereof or changes therein.

G. The listing of specific management's rights in this Agreement is not intended to be, nor shall be, restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE III - TEACHER RIGHTS

A. Pursuant to Act #379 of the Public Acts of 1965, the Board hereby agrees that every teacher of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act #379 or other laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or terms or conditions of employment by reason of his membership in the Association, or collective professional negotiations with the Board, or his institution or any grievance, complaint or proceeding under this Agreement.

B. The parties specifically recognize the right of either party to appropriately invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

C. The Association and its members shall have the right to use a school room at all reasonable hours for meetings when not previously scheduled by the Board of Education or its designated representatives. The building principal will be asked what room will be available one (1) day before the Association's use of that room. Emergency principal-teacher meetings shall nullify scheduled Association meetings. In the event a principal-teacher meeting nullifies a scheduled Association meeting, the Association will have the right to reschedule their meeting immediately and waive the said one (1) day notice. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards shall be made available to the Association and its members, but restricted to the two (2) teachers' rooms.

ARTICLE III - TEACHER RIGHTS (continued)

D. The Board agrees to allow access to the Association response to requests from time to time all public information available to the residents of the district concerning the financial resources of the district, tentative budgetary requirements and the allocations and such other generally available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teacher.

E. The Board will make available agendas of regular meetings and copies of all regular or special Board of Education minutes as soon as they are available for distribution.

ARTICLE IV - PROFESSIONAL COMPENSATION

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

An employee's salary shall be determined by this placement on the salary schedule as determined by degree and years of teaching service.

Employees shall receive full step credit on the salary schedule upon completion of a full academic year or having taught one (1) day beyond the midpoint of the second semester. Employees will receive one-half (1/2) step credit on the salary schedule for having taught one (1) day beyond the midpoint of the first semester.

B. In-Service Training: Conference attendance within one's teaching area, assigned duty area or volunteer area will be encouraged. Three (3) school days per year will be allowed for such conference attendance, with the approval of the administration. The Board will pay up to \$100 per year per teacher for expenses. A teacher will submit a 1/2 page written report on each conference attended, to the Superintendent, within 30 days of the last day of the conference. For reimbursement of conference expenses official business receipts must be submitted to the Superintendent.

C. Teachers changing pay scale prior to the end of a semester shall receive the increase in salary beginning the next semester.

D. The Board and the Association recognize that it is desirable to seek teacher volunteers to act as sponsors or chaperones to extra-curricular school activities held after school hours. Teachers may be assigned by the Superintendent or his designee, to normally scheduled activities if notification is made to the teacher at least five (5) days in advance. In case of

ARTICLE IV - PROFESSIONAL COMPENSATION (continued)

emergency, the administration may request a teacher to perform these duties. Volunteers will be given preference over involuntary assignments. Teachers assigned shall be paid \$8.00 for each activity.

E. Severance pay of \$20.00 per day shall be paid from a teacher's unused sick leave. To become eligible for the provisions of this clause, a teacher must complete at least one (1) school year. If, for any reason, a teacher's services are terminated at any time during a school year, he shall be paid for those unused sick leave days accumulated to his last completed year.

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

F. For each year of the contract, the extra duty pay and experience factor is based on the first five (5) steps of the B.A. salary schedule.

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

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

Comparable positions are as follows:

- | | |
|-------------------------|---|
| (1) Girls JV Basketball | Girls Varsity Basketball |
| Junior High Basketball | Boys JV Basketball Boys Varsity Basketball |

ARTICLE IV - PROFESSIONAL COMPENSATION (continued)

(2)	Girls Junior High Cheerleading	Girls Varsity Cheerleading
	Girls Junior Varsity Cheerleading	
(3)	Assistant Football	JV Football
	Varsity Football	
(4)	Softball	Baseball
(5)	Cross Country	Track
(6)	Class Advisors	
	Athletic Director	10%
	Game Supervisor	6%
	Play	4%
	Band	10%
	Forensics***	4%
	Yearbook***	10%
	National Honor Society	2%
	Jr. High Cheerleading	2%
	JV Cheer-Fall	2%
	Var Cheer-Fall	3%
	7th Girl Basketball	4%
	8th Girl Basketball	4%
	JV Girl Basketball	7%
	Var Girl Basketball	10%
	JV Cheer-Winter	2%
	Var Cheer-Winter	3%
	X Country Boy	5%
	X Country Girl	5%
	X Country Boy/Girl	7%
	JV Football	5%
	JV Asst Football	3%
	Var Football	10%
	Var Asst Football	7%
	7th Boy Basketball	4%
	8th Boy Basketball	4%
	JV Boy Basketball	7%
	Var Boy Basketball	10%
	Var Softball	7%
	JV Softball	5%
	JV Baseball	5%
	Var Baseball	7%
	Boy Track	7%
	Girl Track	7%
	Boy/Girl Track	10%
	JH Boy Track	4%
	JH Girl Track	4%
	JH Boy/Girl Track	6%
	JV Volleyball	7%

ARTICLE IV - PROFESSIONAL COMPENSATION (continued)

Var Volleyball	10%
7th Volleyball	4%
8th Volleyball	4%
JH Volleyball	6%
Class Advisor-7th (1)	1%
Class Advisor-8th (1)	1%
Class Advisor-9th (1)	1.5%
Class Advisor-10th (1)	2%
Class Advisor-11th (2)	3%
Class Advisor-12th (2)	2.5%
Quiz Bowl (1)	2%

***2% if (Yearbook and Forensics) taught as a class

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

It is understood that the board in filling the above positions will give preference to qualified employees from within the bargaining unit prior to filling the position from outside the bargaining unit.

G. The Education Association and the Board of Education recognize that good teachers are needed in the classroom throughout the entire school year. Teachers will be expected to honor the duration of their contract except in cases of extenuating circumstances.

H. Teachers selected for jury duty will notify the building principal by the end of the first school day after they receive notice to serve and will file with the district's bookkeeper a statement from Court certifying the days of service. Said teacher shall be paid his/her full salary for such time minus the amount paid by the court for such service.

The Board shall submit a written statement to the Court requesting that said teacher be excused, in the event the Board desires the teacher excused from jury duty.

ARTICLE V - TEACHING LOADS AND ASSIGNMENTS

A. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and their major or minor field of study.

B. The Administration will give teachers written notice of their scheduled assignments for the forthcoming school year not later than the first Monday after the school election in June of each school year. In the event that changes in the schedule are necessary, as determined by the Administration, all teachers affected will be notified as soon as possible. Changes in the teacher's grade assignment will not be made later than August 15, except in case of emergency.

1. Any teacher interested in a transfer or change of assignment shall make such request known in writing to their respective principal prior to April 1.

2. In cases of grade level changes, the administration will discuss and provide rationale for such changes with the individuals involved.

C. Individual contracts are subject to the terms and conditions of the laws of the State of Michigan and the collective Agreement negotiated between the Association and the Board.

ARTICLE VI - TEACHING CONDITIONS

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests, and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer for the purpose of selecting for recommendation such education tools during the third nine (9) week period of any school year for the following year. Their work shall be completed by the end of that nine (9) week period. For the Association's part, its representatives shall consist of two (2) people, one who has experience, elected from themselves, from each of the following areas: lower elementary (K-3); upper elementary (4-6); and junior and senior high (7-12). The above named group shall meet with their respective building principal to complete the above described objective. In cases where the Board does not adopt a recommended book, the subject area will be referred back to the committee for review. Final decision stands with the Board.

B. The Board shall attempt to make available at both the secondary and the elementary levels, lunchroom, restroom, and lavatory facilities for teacher use and at least one (1) room, furnished at the expense of the Board, which shall be reserved for use as a staff and visitors lounge, in which smoking will be permitted.

C. In matters that are considered controversial, best efforts will be made to present all views.

D. The provision of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VI - TEACHING CONDITIONS (continued)

E. All teachers will be in their assigned area 5 minutes prior to the beginning of the school day and remain in their assigned area at least 5 minutes after school is dismissed. Teachers should use good discretion regarding an arrival time at school in the morning and when to leave at the close of the school day. Teachers will stay for teacher's meetings and conferences by appointment. Only emergency staff meetings will be scheduled on Friday afternoons or afternoons before a holiday.

F. The high school and junior high school teachers shall be allotted one (1) classroom period per day for conference or preparation time.

Teachers will be allowed a thirty (30) minute duty free lunch period.

G. Each elementary teacher will have unassigned preparation periods totaling a minimum of 200 minutes per week.

H. The ratio of pupils to total professional personnel, excluding administrators, within the district shall not exceed twenty-five (25) to one (1), as of the fourth Friday count. Study hall supervisors and study hall students shall be excluded in figuring the twenty-five (25) to one (1) ratio.

I. Detailed lesson plans will be kept at the work site and available for substitute teachers.

J. Teachers, in carrying out their classroom duties, as well as extra duties, have certain responsibilities for accounting for school equipment, keys, supplies, textbooks, and money they handle. Failure to use proper caution will result in their accepting responsibility for specific losses to the school and students. The Board will provide procedures for maintaining an accounting of the above.

ARTICLE VI - TEACHING CONDITIONS (continued)

K. Teachers of extracurricular activities, before receiving their extra pay, will make sure all equipment is accounted for and stored properly.

L. No regularly assigned teacher shall be used as a substitute teacher except in case of emergency, it being understood expressly that the failure of a substitute to arrive on schedule or inability to secure a qualified substitute shall be considered an emergency. In cases where field trips remove entire classes from the classroom, teachers not on the field trip will be used to take the classes of those teachers on the trip, except during their regular preparation period.

M. Efforts will be made to assign no more than four (4) preparations at secondary levels wherever possible. Natural exceptions are activity classes.

N. A committee composed of one (1) teacher each (K-3), (4-6), (7-8) and (9-12), will be elected by the staff to implement and coordinate inservice programs. The two (2) building principals shall be ex-officio members of this committee.

All teachers shall be inserviced a minimum of one half day (1/2) each school year. There will be fourteen (14) early release times (1:00 p.m.) per school year for the duration of this contract. Inservice programs will be scheduled as part of the school calendar and attendance at such programs will be mandatory.

O. The Board will make available a telephone in each teachers' lounge. The cost of the monthly service, plus all school business calls, are to be paid for the Board of Education. All additional expenses will be the immediate responsibility of the Association. The above telephone service is subject to availability through the telephone company and such service is not to interfere with those lines now in service, or those needed in the future in the school offices.

ARTICLE VI - TEACHING CONDITIONS (continued).

P. Employees shall notify the Personnel Department of any change of name, address, telephone number, marital status, or number of dependents promptly, within ten (10) days after such change has been made.

ARTICLE VII - VACANCIES AND PROMOTIONS

A. Vacancies occurring within the bargaining unit including newly created positions, shall be posted on a designated bulletin board in each district building along with a copy of such posting to the Association. Positions as above described shall be posted at least ten (10) school days prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the personnel office. Said positions shall be filled on the basis of the experience, competency, qualifications of the applicant.

B. During the summer months when regular school is not in session, the employer will post in the Personnel Office all vacancies as above described and shall also forward at the same time a copy of said vacancy posting to the Association. Positions so posted shall remain posted at least ten (10) calendar days prior to being filled unless such posting period would involve days in which school is in session, in which case the period may be shortened appropriately. Likewise, these positions shall be filled on the same basis as provided above.

C. A vacancy shall be defined for the purposes of this Agreement as a position that will be open in the future, a new position which is being created, or a position for which there is no unassigned teacher available.

It is understood that a vacancy (for purposes of this Agreement) does not exist if there is a teacher on a leave of absence who by virtue of language set forth in other sections of this Agreement has the right to return to that assignment.

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

D. At the end of the school year, a teacher may file a continuing application for any position

VACANCIES AND PROMOTIONS (continued)

(or type of position). Such applications shall expire on the first day of the following school year. Such continuing applications shall be considered as would any other application from a bargaining unit member.

ARTICLE VIII - SICK LEAVE

Sick leave shall be granted at the rate of ten (10) days per year, given in total at the beginning of the school year, irrespective of the maximum number of accumulated sick days acquired prior thereto. All sick leave days accumulated at the end of the school year in excess of ninety (90) days shall be forfeited. Sick leave may be used for illness and/or disability including but not limited to pregnancy and childbirth.

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

1. The Superintendent may, at his discretion, demand a doctor's statement if the teacher is absent two (2) consecutive days. The Board of Education will pay for the office call when the doctor's statement is demanded by the Superintendent.

2. In case of the funeral of a friend or a distant relative, the teacher shall have time off to attend the funeral, but not more than one (1) day and only one-half (1/2) day if the funeral is within one (1) hour's driving time from the school, with the permission of the Superintendent, or in his absence, his assistant. This does not count against sick leave. An employee may obtain approval for more than one use of the provision of this section from the Superintendent, or in his absence, his assistant.

3. Three (3) personal business days will be allowed as part of the first paragraph of Article VIII above, upon application to the building principal at least five (5) working days prior to the requested date of days off; if less than five (5) days, at the discretion of the building principal. The building principal reserves the right to limit the number of applications for any given day to three (3) within a building. No personal business days will be given immediately prior to or immediately after a vacation.

ARTICLE VIII - SICK LEAVE (continued)

4. Each teacher may use up to five (5) days of sick leave per year, charged against their accumulated sick leave, for illness in the immediate family.

5. Upon prior approval by the Superintendent, sick leave days may be used for personal business or conference days.

6. Four (4) days are allowed for a funeral in the event of the death of a member of the employee's immediate family: wife, husband, son or daughter, father, mother, brother, sister, grandfather, or grandmother. The four (4) days of funeral leave granted hereunder will not be deducted from an employee's accumulated sick leave. In the event of a multiple death an employee will be allowed an additional four (4) days of funeral leave which may be taken either without pay or deducted from the employee's accumulated sick leave.

7. On whole or part days when school is not in session, except on those contractual days when teachers are required to be present, personal business days and sick days requested by teachers shall not be charged against those leaves. This shall not be construed to mean that teachers are required to be present on those days when school is called off due to snow, ice or tornadoes.

ARTICLE IX - LEAVES OF ABSENCE

A. Any teacher whose personal illness extends beyond the period under Article VIII, or becomes pregnant, shall, upon request, be granted a leave of absence without pay upon receipt of a doctor's statement certifying illness or pregnancy, for a period not to exceed one (1) year, renewable at the discretion of the Board.

B. A teacher confined to his home by his physician because of mumps, scarlet fever, measles, chicken pox, whooping cough, ringworm, scabies, head lice or pink eye, shall not suffer loss of pay or be charged with sick leave, upon presentation of a physician's statement.

C. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given a leave of absence, for the same shall not disrupt the established school program, without pay, for a period of not less than one (1) school semester, nor more than one (1) calendar year for the purposes of performing duties of the Association.

D. Military leaves of absence shall be granted in accordance with Act #145, of 1943, as amended.

Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.

E. All leaves of absence shall be in compliance with the Michigan Teacher Tenure Act.

F. Teachers who shall, in performance of their Civic duty, become elected to any full-time governmental position shall, upon proper application, be given leave of absence without pay for a period up to two (2) years. Teachers on such leave must, prior to March 1, preceding a new school year, notify the Board of Education that they intended to return to the school system.

ARTICLE IX - LEAVES OF ABSENCE (continued)

G. During each school year, the Association shall be allowed eight (8) days without pay to be used by teachers who are officers or agents of the Association. Such use is to be at the discretion of the Association. The Association agrees to notify the Board no less than five (5) days in advance of taking such leave.

H. Teacher Exchange: Teachers who have been employed for seven (7) consecutive years by the Morrice Area Schools may be granted the opportunity to exchange positions with a similarly experienced teacher from another area school. This exchange should take place during the first semester so that when the teachers return to their home school, they can use the second semester to share with other staff members the knowledge and experience they have gained from the exchange.

ARTICLE X - OBSERVATION

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, or audiovisual systems and similar devices shall be strictly prohibited.

Upon mutual agreement of the teacher being evaluated and the evaluating administrator, video tape equipment may be used. However, such recordings shall be for the exclusive use of the teacher and administrator and, upon completion of the evaluation, shall be erased or otherwise disposed of, unless otherwise agreed to by both parties.

B. The teacher evaluation instrument shall be used by the administration for purposes of classroom evaluation of teachers as prescribed by Section G of this article. Changes on this form shall be worked out by a joint teacher- administrative evaluation committee as outlined in Section D of this article. It is expressly understood that the evaluation instrument shall attempt to measure in as objective a fashion as an instrument is able, the positive, neutral, and negative interaction of teacher and his pupils and the ability of the teacher to control the classroom variable in attempting to maximize the conditions that make an effective learning situation possible.

C. The teacher will complete the evaluation form and, in conference with the principal, they will compare the evaluations. The evaluation going into the personnel file will be in duplicate and will show the principal's evaluation with any comment by the teacher noted on the form. A duplicate copy will go to the teacher. The conference between teacher and administrator will be held within four (4) days after observation, unless the teacher and the administrator mutually agree to a later time.

D. The evaluation instrument committee shall consist of one (1) tenure teacher each from the elementary, the junior high, and the senior high school, and two (2) administrative representatives. The instrument that will be used shall be developed prior to the final day of

ARTICLE X - OBSERVATION (continued)

the preceding school year. The prescribed form shall be used throughout the system.

E. Each teacher shall have the right, upon request, to review the contents of his own personnel file, except personal references. The representative of the Association may be requested by the teacher to accompany the teacher in such review.

F. No teacher shall be disciplined or reprimanded without just cause.

G. Formal classroom observations will be of at least twenty (20) minutes in duration.

Tenure teachers will be observed at least once every two (2) years. Such observation shall take place no later than April 30.

At least two (2) observations will be made of non-tenure teachers each year.

The first formal observation shall be made no later than November 15. The second formal observation shall be made no later than ninety (90) days before the end of the school year.

H. In evaluating job performance, the employee's entire employment record will be considered including: job knowledge, criteria on evaluation form, cooperation, attendance, tardiness, ability to work with others, and other related performance factors. The performance evaluation will be reviewed with the employee and the principal.

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

ARTICLE X - OBSERVATION (continued)

1. Notify the teacher of observed inadequacies of his/her duties via the observation process outlined in Section G.
2. Make clear, written directions to the teacher that he/she must improve and give the teacher written confirmation of the consequences for failure to do so.
3. Provide an opportunity for the teacher to make improvement.
4. Provide assistance from administrators and school district resources for the purpose of aiding the teacher in acquiring the desired improvement.

ARTICLE XI - PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom is undermined when the students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students, nor to be charged with the responsibility of psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take steps to relieve the teacher of responsibilities with respect to such pupils. The Board reserves the right to determine the standards for emotionally disturbed students.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board, after it determines in its sole discretion that the teacher has been acting within the scope of its policies, will provide legal counsel to advise the teacher of his rights and obligations with respect to such assaults and shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. The Board shall pay the teacher for time lost in connection with incidents mentioned in Article XI, Section B, when it determines the teacher had been acting within the scope of its policies, without the necessity of charging same against sick leave.

D. In cases where damages occur to property of teachers while they are involved in school functions, the Board or its agent will assist the teacher in locating the responsible parties, and where students are involved, will, through discipline, attempt to help the teacher gain reimbursement for a fair amount in damages.

ARTICLE XII - NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual consent of the parties hereto. The parties undertake to cooperate in arranging meetings, selecting representative for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. Negotiations may be initiated annually either by resolution to the Board of Education or upon petition or majority of the Association. If negotiations are reopened, said negotiations shall commence no later than the first teacher working day in May prior to the school year for which the master contract is being negotiated. **An exception to the above would be: In the event there is a fund equity on June 30, 1994 equal to 10% or more of the expenses for 1993-94, it is agreed that the salary amount for 1994-95 shall be renegotiated beginning before August 1, 1994.**

C. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association.

D. If the parties fail to reach an agreement in any such negotiations, either party may involve the mediation machinery of the State Law Mediation Board.

ARTICLE XIII - PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this contract.

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

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

B. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant and inform the Superintendent of their names within two (2)

ARTICLE XIII - PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE (cont.)

weeks after school commences. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

C. The term "days" herein shall mean days in which school is in session.

D. Written grievances as required herein shall contain the following:

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

Any written grievance shall be in accordance with the above requirements. If the grievant fails to include the above requirements, he may be asked to resubmit his written grievance within five (5) days of its original submission. The time limits hereinafter set forth shall commence on the date of resubmission. The grievant shall thereafter be bound by the extended time limits and any resubmission shall be subject to the above requirements.

In cases where Level One and/or Two cannot, by nature of the matter, offer a remedy, the grievance, at the request of the grievant may begin at the level where a remedy can be made.

ARTICLE XIII - PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE (cont.)

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

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

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

G. LEVEL THREE - Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except the express written consent of the Association, shall final determination of the grievance be made by the

ARTICLE XIII - PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE (cont.)

Board more than one (1) month after the initial hearing.

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

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules, except each party shall have the right to presumptorily strike not more than three (3) from the list of arbitrators.

2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

3. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decisions shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.

4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this Agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question

ARTICLE XIII - PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE (cont.)

the reasonableness of Board policy, nor modify assignments of extra duties for extra pay as outlined in Article IV, Section F. If any grievance award shall include back pay, his award shall not extend more than thirty (3) days prior to the date of the Level One conference.

5. Grievances of similar nature may not be considered in the same grievance except upon express written mutual consent.

6. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.

I. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.

J. The Association shall be able to file a grievance under the grievance procedure providing a majority of the Association membership agrees.

K. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations, unless otherwise requested by the administrative representative.

ARTICLE XIV

A. Teachers shall be informed of a telephone number and an alternate number they must call between 6:00 and 7:00 a.m., to report unavailability for work, or up until 2:30 p.m. the evening before. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. This section also pertains to part-time people.

B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts hereinafter in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement.

C. Within fifteen (15) days after ratification, complete copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. In addition, ten (10) copies of this Agreement shall be furnished to the Association for its use. The Association will help assemble the Contract.

ARTICLE XV - MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

A. Each bargaining unit member shall, as a condition of employment:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association/Union, or;

2. 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 the policy. The Service Fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such fee directly to the Association, or authorized 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. 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.

Pursuant to Chicago Teachers Union V. Hudson, 106 S Ct 1066 (1986), the Union 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 there, 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, or any other administrative or judicial procedure.

ARTICLE XV - MEMBERSHIPS FEES AND PAYROLL DEDUCTIONS (cont.)

B. In the event of any action against the Board brought in a court or administrative agency because of its compliance with Article XV of this Agreement, the Association agrees that any action required to be defended pursuant to this Article, it shall indemnify and hold harmless the Board and its individual members and designated agents from any liability for damages and costs, including the cost and expenses of the Board's attorney, imposed by a judgment of a court or administrative agency which is executed and which results from the Board's compliance with Article XV.

The Board and Association shall cooperate in securing and giving evidence, making witnesses who are employees of this district available for testimony in the court or administrative agency, and making relevant information available at both trial and appellate levels.

Board counsel in any such action shall be selected with the approval of the Association.

C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

ARTICLE XV - MEMBERSHIPS FEES AND PAYROLL DEDUCTIONS (cont.)

Due to the certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to nonmembers along with other required information may not be available and transmitted to nonmembers 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 fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

D. When authorized in writing by the teacher, the Board shall deduct from the salary of said teacher and make appropriate remittances for United Fund, Credit Union, and annuities. The annuities program will be limited to three (3) carriers jointly agreed upon by the Board of Education and the Association. The Board will not be held responsible for losses when they have made the appropriate remittances.

ARTICLE XVI - PROFESSIONAL BEHAVIOR

A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.

B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending teacher and the Association. The Association will use its best efforts to assist in correcting breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

C. A teacher shall at all times be entitled to have present a building representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, in no case longer than forty-eight (48) hours or two (2) school days, whichever is longer. If the building representative is involved or not available, the teacher may request another representative.

D. Teachers having non-educational business with another teacher shall conduct that business during times other than their scheduled classes.

E. All communications between the school district and the Association will be directed to the Superintendent of schools or the Association president. Copies of such correspondence may

ARTICLE XVI - PROFESSIONAL BEHAVIOR (cont.)

be sent to anyone at the discretion of the Association president or the Superintendent.

ARTICLE XVII - HEALTH INSURANCE

A. The Board shall provide upon proper application, without cost to the bargaining unit member the following MESSA-PAK Plan A/Super Care 1 for the full twelve (12) month period commencing September 1 and ending August 31 for the bargaining unit member and his/her eligible dependents as defined by MESSA. The Plan will include such benefits as (Long Term Disability - 60%, \$2500 Max., 90 Calendar Days, Pre Existing Condition Waiver, Freeze on Offsets, 2 year Limitation-Alcoholism/Drug, 2 year Limitation-Mental/Nervous, 6 Month Survivor Income Benefit, 10% minimum Payout Benefit. Primary Social Security Offset; Negotiated \$20,000 Life with AD & D, Vision VSP-1, Dental 75/50/75:\$750). The employer shall sign an employer participation agreement. In addition to MESSA-PAK, the employer will provide without cost to the bargaining unit member health coverage for sponsored dependents as defined by MESSA for the full twelve (12) month period.

Bargaining unit members not electing MESSA-PAK Plan A, upon proper application, will elect MESSA-PAK Plan B (Long Term Disability same as above; Negotiated Life \$20,000 with AD & D, Vision VSP-1, Dental 75/50/75:\$750). The Board will also pay \$100 per month to be applied to MESSA optional benefits for the full twelve (12) month period commencing September 1 and ending August 31. Such optional benefits shall consist of:

- a. Short term/long term disability
- b. Term life insurance
- c. Survivor life insurance
- d. Dependent life insurance
- e. Hospital indemnity
- f. Tax annuity as described in Article XV, Section D

ARTICLE XVII - HEALTH INSURANCE (cont.)

B. Regular part-time teachers will receive salary and fringe benefits of this Agreement on an equal ratio basis to that of a full time teacher, except where specifically stated other wise.

C. Teachers who become medically disabled shall receive Board paid fringe benefits beyond the period compensated under Article VIII, A, for such time as provided herein. Teachers employed one hundred thirty-five (135) days or more shall receive Board paid fringe benefits for the full twelve (12) month period. Teachers employed ninety (90) to one hundred thirty-four (134) days shall receive Board paid fringe benefits for two (2) months following the month in which their sick leave is exhausted. Teachers employed forty-five (45) to eighty-nine (89) days shall receive Board paid fringe benefits for one (1) month following the month in which their sick leave is exhausted. If there is a dispute over the claimed disability, then Article VII, A (Sick Leave), subparagraph (1) shall apply.

D. Both Employees - If a husband and wife are both employed by the Morrice Area Schools, only one (1) will be eligible for coverage as the primary insured; the other as a dependent.

E. Leave of Absence - Teachers, at their option, may continue their health insurance coverage at the employee's expense while on an approved leave of absence, twelve (12) months, cash pay basis.

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

ARTICLE XVIII - LAYOFF AND RECALL

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and/or staff and that the procedures set forth in the Article shall be used in laying off personnel.

The parties recognize that it is the goal of this procedure to effect the layoff of the least senior teachers possible with the fewest possible involuntary transfers. All interpretations of the process set forth in this Article should be made with this goal preeminent.

A. In order to promote an orderly reduction in personnel when the educational program, curriculum and/or staff is curtailed, the following procedure will be used:

1. Probationary teachers shall be laid off first in order of seniority. Probationary teachers may only be retained if there is no tenured teacher certified and qualified available (or who can be made available through involuntary transfer) to perform the duties of the position the probationary teacher is vacating.

2. If, after all possible probationary teachers have been laid off, it is still necessary to further reduce the staff, the Board shall lay off the most junior tenured teacher (or teachers) possible, reassigning (transferring) teachers to the extent necessary to accomplish same, remaining consistent however, with the remaining terms of this Article, specifically but not exclusively, the provisions setting forth the qualifications of teachers.

3. For purposes of this Article "qualified" shall be defined in the following manner:

- (a) For placement in a Pre-K-6 grade level elementary position, a teacher is qualified if he/she has elementary certification.

ARTICLE XVIII - LAYOFF AND RECALL (cont.)

(b) For placement in a 7 or 8 grade position, a teacher is qualified if he/she has a valid Michigan certificate for the subject in Grades 9-12 or has a major or minor in the subject, or has taught one semester in that subject in the last five (5) years, or can, in the judgment of the Superintendent, make a reasonable showing of ability to successfully teach the subject in question. The Superintendent's decision shall not be subject to the grievance procedure but, in no event, shall such decision ultimately result in an increase in the number of part-time teachers hired by the district, unless otherwise mutually agreed to by the parties.)

(c) For placement in a Grade 9 to 12 position a teacher is qualified if he/she has a valid Michigan certificate for the subject in Grades 9-12 or has a major or minor in the subject, or has taught one semester in that subject in the last five (5) years, or can, in the judgment of the Superintendent, make a reasonable showing of ability to successfully teach the subject in question. The Superintendent's decision shall not be subject to the grievance procedure but, in no event, shall such decision ultimately result in an increase in the number of part-time teachers hired by the district, unless otherwise mutually agreed to by the parties.)

B. Seniority within the bargaining unit is defined as the length of continuous service with the Board. Continuous service shall be measured from the teacher's most recent date of hire. In circumstances in which more than one (1) individual begins employment on the same date, all individuals so affected will participate in a drawing to determine placement on the seniority list.

ARTICLE XVIII - LAYOFF AND RECALL (cont.)

C. 1. Seniority rights of teachers shall cease for any of the following reasons:

- (a) Voluntary resignation
- (b) Retirement
- (c) Termination for just cause
- (d) Failure to accept recall from layoff

2. Seniority shall accrue for teachers on various forms of paid leave of absence as determined by this Agreement.

3. Teachers placed on layoff shall not result in a loss of status or credit for previous years of service, but seniority shall not accrue during said layoff.

D. Probationary teachers who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, teachers who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are then presently certified and qualified to perform the work to which they are recalled. A probationary teacher not recalled within two (2) years after the date of his/her layoff shall lose his/her right to recall.

Tenured teachers who are laid off pursuant to this Article shall be placed on a recall list and shall be recalled in the inverse order of their layoff, provided they are then presently certified and qualified to perform the work to which they are recalled.

ARTICLE XVIII - LAYOFF AND RECALL (cont.)

Failure of a tenured teacher to return to the employ of the Board upon recall for other than reason of being then under contract to another Michigan Board of Education, shall result in loss of all further right to recall. Any tenured teacher who declines recall by reason of being then under contract to another Michigan Board of Education shall be notified of recall to the position (if it is kept active) for the succeeding school year. If then recalled teacher declines to return, he/she shall be deleted from the recall list and considered as voluntary quit.

E. All teachers subject to layoff at the conclusion of a school year shall not lose fringe benefits or salary over the summer months afforded them under the terms of this Agreement.

F. In the event of a necessary reduction in staff, the Board shall grant leaves for teachers not affected by the layoff up to one (1) year irrespective of the employee's position on the seniority list. However, the Board shall not be required to grant such leaves if the granting of same would not result in the prevention of a layoff.

1. Upon return from leave, the teacher shall be returned to his/her original position or a substantially equivalent one if bargaining unit seniority permits reemployment.

2. Teachers granted leaves under this section continue to accrue seniority in the bargaining unit.

G. A laid off teacher may continue their fringe benefits by paying monthly the normal per subscriber group rate premium for such benefit, subject to the underwriting rules and limitations of the carrier.

H. Notices of recall shall be sent by certified or registered mail with a return receipt requested to the employee's last known address as shown on the employer's records and it shall be the obligation of the employee to provide the employer with a current address and telephone number. A recalled employee shall give notice of his/her intent to return to work

ARTICLE XVIII - LAYOFF AND RECALL (cont.)

within ten (10) working days or receipt of written offer of a position. Failure to notify the District shall be considered a voluntary quit and shall terminate the Board's obligation to the teacher.

ARTICLE XIX - RETIREMENT

The Board of Education will pay the five percent (5%) contribution to Michigan Public Employee Retirement System, effective September 1, 1976.

ARTICLE XX - LONGEVITY

A teacher with thirteen (13) years of teaching experience shall receive an annual longevity payment of four percent (4%) of his/her regular salary at Step 10, beginning their fourteenth (14th) year. This amount shall be increased to eight percent (8%) of his/her regular salary at Step 10 beginning the sixteenth (16th) year. Said payment shall become a part of the teacher's salary, and shall be pursuant to Article IV, Paragraph A.

ARTICLE XXI - DURATION

The Agreement shall be effective as of July 1, 1992, and shall continue in effect until the 30th of June, 1995.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 31st day of August, 1992.

BOARD OF EDUCATION
MORRICE AREA SCHOOLS:

J. E. [Signature]
Wesley C. Smith
Gertrude C. Hous

SHIAWASSEE COUNTY EDUCATION
ASSOCIATION AND ITS AFFILIATE,
MORRICE SCHOOLS EDUCATION
ASSOCIATION:

Cynthia R. Ernst
David A. Opland
Pat [Signature]

1992-93
SALARY SCHEDULE

	BA	BA +20	MA
Step 1	23,015	23,686	24,191
Step 2	24,191	24,862	25,536
Step 3	25,536	26,206	27,047
Step 4	26,879	27,550	28,559
Step 5	28,390	29,062	30,238
Step 6	29,902	30,574	31,917
Step 7	31,413	32,086	33,599
Step 8	33,178	33,849	35,529
Step 9	34,942	35,613	37,461
Step 10	36,789	37,461	39,477
4%	38,260	38,959	41,056
8%	39,732	40,458	42,635

1993-94
SALARY SCHEDULE

	BA	BA +20	MA
Step 1	24,166	24,870	25,401
Step 2	25,401	26,105	26,813
Step 3	26,813	27,516	28,399
Step 4	28,223	28,928	29,987
Step 5	29,810	30,515	31,750
Step 6	31,397	32,103	33,513
Step 7	32,984	33,690	35,279
Step 8	34,837	35,541	37,305
Step 9	36,689	37,394	39,334
Step 10	38,628	39,334	41,451
4%	40,173	40,907	43,109
8%	41,719	42,481	44,767

1994-95
SALARY SCHEDULE

	BA	BA +20	MA
Step 1	25,374	26,114	26,671
Step 2	26,671	27,410	28,154
Step 3	28,154	28,892	29,819
Step 4	29,634	30,374	31,486
Step 5	31,301	32,041	33,338
Step 6	32,967	33,708	35,189
Step 7	34,633	35,375	37,043
Step 8	36,579	37,318	39,170
Step 9	38,523	39,264	41,301
Step 10	40,559	41,301	43,524
4%	42,182	42,952	45,264
8%	43,805	44,605	47,005

