

AGREEMENT
between
THE BOARD OF EDUCATION
of
MORRICE AREA SCHOOLS
and
SHIAWASSEE COUNTY
EDUCATION ASSOCIATION
and
its affiliate,
THE MORRICE SCHOOLS
EDUCATION ASSOCIATION
July 1, 2026 – June 30, 2029

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ARTICLE 1 - RECOGNITION

- A. This is an Agreement between the SHIAWASSEE COUNTY EDUCATION ASSOCIATION, MEA/NEA, hereinafter referred to as the “ASSOCIATION”, and the MORRICE AREA SCHOOLS BOARD OF EDUCATION, 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, subject to the provisions below, including personnel on tenure or probation, classroom teachers, regularly employed substitute teachers, librarians employed by the Board (whether or not assigned to a public school building), but excluding all others, specifically but not necessarily limited to the following supervisory and executive personnel, superintendent, high school principal, elementary principal, director of federal programs, non-regularly employed substitute teachers, and office and clerical employees. The term “teacher” when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. Reference to the male gender shall apply equally to the female gender and vice versa.
- B. Non-regularly employed substitute teachers shall be defined as those teachers who teach sporadically and are not under contract with the district except upon a day-by-day basis.

ARTICLE 2 - MANAGEMENT’S RIGHTS

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

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

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

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

whether or not such rights have been exercised by the Board in the past.

- H. An emergency manager appointed under the Local Financial Stability and Choice Act, PA 436 of 2012, shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in that Act.

ARTICLE 3 - TEACHER RIGHTS

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

ARTICLE 4 - PROFESSIONAL COMPENSATION

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

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

teaching service shall be determined by the Board in its discretion.

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

- B. In-Service Training: Approved attendance at conferences within one's teaching area, assigned duty area, or volunteer area shall be encouraged, and up to \$200.00 in expenses is to be allowed per teacher per year. Salary adjustments will be made at the beginning of the semester.

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

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

- D. Severance pay of \$40.00 per day shall be paid for a teacher's unused sick leave.. To be eligible for the benefits set forth in this clause, a teacher must complete a minimum of five (5) consecutive school years of full-time employment with Morrice Area Schools. If, for any reason, a teacher's services are terminated at any time during a school year, they shall be paid for those unused sick leave days accumulated to their last completed year.

Severance pay shall not be applicable to those teachers whose services are terminated for just cause. Severance pay for teachers voluntarily leaving the system shall not exceed fifty (50) days; those teachers leaving the system for retirement will receive severance pay not to exceed one hundred (125) days.

- E. For each year of the contract, the extra duty pay and experience factor is based on years 4, 6, 8, and 10 of the 2024-2025 BA salary scale.

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

Extra-duty pay

7th Boy Basketball 3.8%

7th Grade Basketball 3.8%

7th Volleyball 3.8%

8th Boy Basketball 3.8%

8th Grade Basketball 3.8%

8th Volleyball 3.8%

Band 9.5%

Boy Track 6.65%

Boy/Girl Track 9.5%
Choir Director 1.9%
Class Advisor - 10th (1) 1.9%
Class Advisor - 11th (2) 2.85%
Class Advisor - 12th (2) 2.375%
Class Advisor - 7th (1) .95%
Class Advisor - 8th (1) .95%
Class Advisor - 9th (1) 1.425%
Elementary Student Council .95%
Elementary Music Beat Builders .95%
Elementary Robotics .95%
Elementary Yearbook .95%
Girl Track 6.65%
H.S. Wrestling Coach 6.65%
JH Boy Track 3.8%
JH Boy/Girl Track 5.7%
JH Girl Track 3.8%
JH Volleyball 5.7%
Jr. High Student Council Advisor .95%
Jr. High Wrestling Coach 3.8%
JV Baseball 4.75%
JV Boy Basketball 6.65%
JV Cheerleading - Fall 4.75%
JV Cheerleading - Winter 4.75%
JV Football 4.75%
JV Girls Basketball 6.65%
JV Softball 4.75%
JV Volleyball 6.65%
National Honor Society 1.9%
Offensive/Defensive Line Coach 2.85%
Play 3.8%
School Dance Chaperones (Non-class sponsors) \$75 per dance
Quiz Bowl (1) 1.9%
Sr. High Student Council 1.9%
Var. Asst. Football 6.65%
Var. Baseball 9.5%
Var. Boy Basketball 9.5%
Var. Cheerleading - Fall 6.65%
Var. Cheerleading - Winter 6.65%
Var. Football 9.5%
Var. Girls Basketball 9.5%
Var. Softball 9.5%
Var. Soccer Boy 9.5%
Var. Soccer Girl 9.5%
Var. Volleyball 9.5%
X Country Boy 4.75%
X Country Boy/Girl 6.65%
X Country Girl 4.75%

Yearbook 9.5%

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

It is understood that the Board, in filling the above positions, shall give preference to equally qualified employees from within the bargaining unit prior to filling the position from outside the bargaining unit. This agreement will be re-evaluated each year during the process of budgeting for all Schedule B activities.

- F. In the event that Yearbook and/or Play/Drama is taught as a class, the teacher will be compensated at a 2% rate in place of the rate listed in the extra duty pay schedule. The regular band teacher and choir director will also be responsible for providing extracurricular activities as part of their regular assignments, with the additional compensation as specified in the extra duty pay schedule
- G. The Education Association and the Board of Education recognize that good teachers are needed in the classroom throughout the entire school year. Teachers will be expected to honor the duration of their contract except in cases of extenuating circumstances.
- H. Teachers selected for jury duty will notify the building principal by the end of the first school day after they receive notice to serve and will file with the district's bookkeeper a statement from the Court certifying the days of service. The said teacher shall be paid his/her full salary for such time minus the amount paid by the court for such service unless the teacher deposits the entire amount paid by the court to a school program of his/her choice, in which case the teacher will receive his/her full salary. The Superintendent shall submit a written statement to the court requesting that said teacher be excused, in the event the Superintendent desires the teacher excused from jury duty.
- I. Merit Pay: All certified teachers who meet the qualifying criteria for Merit Pay will receive a one-time stipend of \$200.00, paid on the last pay of June. The qualifying criteria for Merit Pay will be distributed by the administration no later than 30 calendar days following the first day of school. See Appendix A for the criteria.
- J. Longevity: Longevity will be paid in two installments at the end of each semester after completion of the years indicated: 10 years - 1%, 15 years - 2%, and 20 years – 3%.
- L. Teacher of Record for Online Courses: Teachers will be compensated based on the scale below for students assigned to them as the teacher of record for an online class. This is only applicable if the teacher does not have an online class assigned to them for one of the hours on the master schedule. The administration will make its best effort to distribute the students among teachers equally based on certification.

1-7 Students \$400

8-15 Students \$800

16-24 Students \$1,200

M. Student Enrollment Trigger Off Scale

To provide a consistent and transparent process for awarding off-scale payments to staff in response to changes in student enrollment, as determined by audited FTE counts from the annual October state count. Off-scale payments will be awarded annually based on audited FTE student enrollment. The following triggers and amounts will apply:

1. Baseline Enrollment:

The baseline FTE enrollment for this policy is set at **425** students.

2. Annual Review:

Following the release of the audited October count, the Superintendent or designee will compare current enrollment to the 425 FTE baseline.

3. Off-Scale Payment Triggers:

- **Increase:**

For every **8 FTE** above the baseline of 425, eligible staff will receive a **\$500 off-scale payment**, paid as a one-time bonus.

Example: If enrollment is 465 (40 above baseline), a \$2,500 payment is awarded.

- **Null:** When a threshold of a trigger is not met, there will be no off-scale payment.

4. Minimum and Maximum Adjustments:

- The total annual off-scale payment shall not exceed **\$2,500**.
- No off-scale payment shall be made if enrollment is at or below the baseline (425), or if the calculated adjustment is zero or negative.

5. Implementation Timeline:

- Off-scale payments will be calculated no later than **November 25** each year, based on audited FTE numbers.
- Payments will be issued to eligible staff no later than **December 31**, with written notice of the calculation provided to staff and bargaining units by **December 1**.

6. Extraordinary Circumstances:

The Board of Education reserves the right to review and modify this policy in the event of extraordinary circumstances (e.g., statewide funding changes, emergency situations).

Summary Table:

Audited October FTE	Change from Baseline	Off-Scale Payment
465+	+40	\$2,500

450 - 457	+32	\$2,000
442 - 449	+24	\$1,500
434 - 441	+16	\$1,000
425 - 433	+8	\$500

- “Off-scale payment” means a one-time bonus that does not increase the salary schedule.
- Adjustments are based on increments of FTE; partial increments do not trigger payment.

ARTICLE 5 - TEACHING QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and their major or minor field of study, unless approved by the Department of Education.
- B. Any teacher interested in a transfer or change of assignment shall make such requests known in writing to their respective principal prior to April 1.
- C. Individual contracts are subject to the terms and conditions of the laws of the State of Michigan and the collective Agreement negotiated between the Association and the Board.
- D. Online and Seat-Time Waiver Classes
 1. Online courses are defined as an instructional model in which staff facilitate a learning environment in which the student can receive all course content in an online instructional setting. One seat in an online course is defined as the equivalent of one student in a traditional (face-to-face) class.
 2. Seat-Time Waiver courses are defined as online courses that students take without physically attending school. Each course taken by a student is the equivalent of one student in a traditional (face-to-face) class instruction.
 3. A teacher will not be assigned to teach an online course without receiving training provided by the district at the district’s expense. If teachers are required to attend training sessions outside of normal working hours or during the summer, teachers will be compensated at their normal rate of pay per the Master Agreement between MSEA and Morrice Area Schools. No class will be offered as a combination of traditional (face-to-face) and online instruction in one particular class period.
 4. Every effort will be made to schedule students into no more than two online providers. Online positions will be entitled to all rights and benefits in accordance with the Master Agreement between the MSEA and Morrice Area Schools.
- E. Job Sharing

1. Job sharing shall be defined as two teachers sharing one full-time position, one of which shall be a tenured teacher.
2. Agreements to job share shall be voluntary and will be considered for approval by the Superintendent only upon the recommendation of the building Principal(s). In order to establish a shared job assignment, the teachers involved shall file an application with the building principal by March 31. The job-sharing assignment shall become final when the teachers, Principal, and Superintendent have reached mutual agreement that planning for the assignment has been completed. Final plans for the assignment must be completed by June 1, unless the parties mutually agree to an extension.
3. In order to establish a shared job assignment, the involved teacher shall:
 - a. Submit a proposed schedule of work time and designate the responsibility of each class, i.e., morning and afternoons, first semester, second semester, class hours at the secondary level, etc.
 - b. Provide a brief description of how the teaching responsibilities are to be shared.
 - c. Provide a brief description of the process to be used in communicating with the immediate supervisor, i.e., attendance records, meetings, parent conferences, etc.
 - d. Provide a brief description of how the job-sharing arrangements would be introduced to the parents and the students to inform them about consistent classroom procedures, expectations, and discipline.
 - e. The Superintendent shall have the final approval of these plans and reserves the right to make necessary changes based on District needs.
4. Job sharing shall commit the teachers and Board to not more than one school year. An evaluation of the job share program arrangement, with feedback from all groups affected, shall take place at midyear and year-end for the purpose of determining the need for adjustments, continuation, or termination of the arrangement. At the end of the job share assignment and by mutual agreement between the teachers, Principal, and Superintendent, the job-sharing assignments may be renewed.
5. If the job-sharing assignment is not renewed, the teachers will be returned to their original building(s) in positions for which they are certified and qualified.
6. The shared time positions are intended to be for a full year. If a full-time position opens during the school year, it may be filled by a teacher in a shared assignment, subject to the provisions in Article 7 (Vacancies and Promotions) and only upon the approval of the Superintendent.
7. Seniority and salary schedule credit shall accrue as if the teachers were employed full-time.
8. Teachers in a shared time assignment will be paid on a pro-rata share of salary, which reflects the fraction of time the position is shared and as provided for in the salary schedule of the Master Agreement.

9. If teachers in a shared assignment substitute in each other's absence, they shall be paid the substitute rate.
10. Fringe benefits shall be prorated based on the fraction of time the position is shared. The teacher may elect to pay the remainder of the insurance plan s/he elects.
11. Sick leave, personal leave, and planning time (to the extent possible) shall be prorated based on the fraction of time the position is shared.
12. Job-sharing teachers shall be expected to attend all the following days based on the fraction of time spent in the position: professional development days, parent-teacher conferences, required evening meetings, the first teacher workday, and the last teacher workday; and one-half of the scheduled records and staff meeting days.
13. The job-sharing teachers shall confer regularly for the purpose of planning and parent communication.
14. A journal and/or log system will be implemented to enhance communication between the job-sharing teachers.

ARTICLE 6 - TEACHING CONDITIONS

- A. The Board shall attempt to make available at both the secondary and the elementary levels, lunchroom, rest room, and lavatory facilities for teacher use and at least one (1) room, furnished at the expense of the Board, which shall be reserved for use as a staff and visitors' lounge.
- B. In matters that are considered controversial, best efforts will be made to present all views.
- C. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, 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.
- D. Teachers will be at their assigned place of duty 5 minutes before and 5 minutes after the normal student day, as required by the school calendar. The school calendar shall meet the number of instructional days and hours required by state law. Teachers with first or last period prep must remain in the building. It is understood that teachers will attend IEPs or other student-oriented meetings as requested by the administrator up to 30 minutes before or after school, given 5 school days' notice. Teachers will be compensated for any time exceeding one hour for IEP meetings, at the current hourly rate. All efforts will be made to rotate required attendance at these meetings through the appropriate staff members. Teachers will stay for teachers' meetings and conferences by appointment. Scheduled teachers' meetings (not including "early release, staff development days, student staffing, and IEPs) will be at most twice monthly, not to exceed one hour, except in the case of an emergency. Only emergency staff meetings will be scheduled on Friday afternoons or afternoons before a holiday.
- E. Teachers will be allowed a minimum of thirty-three (33) minutes, not including passing time one

way, a duty-free lunch period. Preparation time is student-free and is encouraged to be used for common planning. During partial weeks or days, planning time may be adjusted accordingly.

- 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 not be assigned students during that period.

Each elementary teacher will have conference or preparation periods totaling a minimum of 200 minutes per week, with at least one preparation period per day; each preparation period equaling at least 25 minutes.

- G. The ratio of pupils to total professional personnel, excluding administrators, within the district shall not exceed twenty-five (25) to one (1), as of the official fall count. A regular classroom teacher in grades K-5 will be paid \$2.00 per day for each student over thirty (30) on the assigned class roster. Efforts will be made to keep class sizes reasonable and balanced based on funding available.
- H. Detailed lesson plans will be kept at the work site and available for substitute teachers.
- I. 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.
- J. Teachers of extracurricular activities, before receiving their extra pay, will make sure all equipment is accounted for and stored properly.
- K. No regularly assigned teacher shall be used as a substitute teacher except in case of emergency; it is understood expressly that the failure of a substitute to arrive on schedule or inability to secure a qualified substitute shall be considered an emergency. In cases where field trips remove entire classes from the classroom, teachers not on the field trip will be used to take the classes of those teachers on the trip, except during their regular preparation period. Teachers who substitute teach in cases of emergency shall be paid the hourly sub pay rate of \$40.00. Pay will be calculated to the next quarter hour.
- L. Efforts will be made to assign no more than four (4) preparations at secondary levels wherever possible. Natural exceptions are activity classes.
- M. A district school improvement committee (DIS) composed of one (1) teacher each (K-2), (3-6), (7-8), and (9-12), will be selected by the staff to make recommendations to the Administration on the plan, implementation, and coordination of school improvement programs. The district administration will be included on the committee as well. All committee recommendations must be approved by the Superintendent of Schools.

All teachers shall be in-service for a minimum of the number of professional development hours required by the State each school year. In-service programs will be scheduled as part of the school calendar, and attendance at such programs will be required. Early release time for school improvement will be subject to negotiations as part of the school calendar.

- N. The Board will make available a telephone in each teacher's lounge. The cost of the monthly service, plus all school business calls, is to be paid for by the Board of Education. All additional expenses will be the immediate responsibility of the Association. The above telephone service is subject to

availability through a selected telephone company, and such service is not to interfere with those lines now in service, or those needed in the future in the school offices.

- O. 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.
- P. Teachers who work at both the secondary and elementary buildings are allowed ten minutes of passing time between buildings. This time is not considered preparation time or part of the contractual lunch period.
- Q. Morrice Area Schools participates in PowerSchool, with an electronic online grading component. The teacher will post all grades used to determine the final average in PowerSchool on a regular basis.
- R. Teachers shall be informed of a procedure for contacting the substitute system, which they must contact by no later than 6:15 a.m., except in the case of an emergency, for the day of the absence to report unavailability for work. Once a teacher has reported unavailability, the automated sub calling system, and then the administration, shall arrange for a substitute teacher. This section also pertains to part-time people.
- S. Teachers (Specials, i.e., PE, Music, Art) that are assigned to both buildings will meet with their respective building principals to discuss and develop a semester calendar that will outline their teaching assignment for all half days for that semester. Once approved by the Administration, the calendar will be distributed to the affected building.
- T. Teacher Workdays: The Teacher Workday Calendar, including but not limited to the number of workdays, scheduled instructional days, professional development days, and non-instructional days, shall be subject to collective bargaining between the District and the Association. The parties agree to meet and confer in good faith to establish the Teacher Workday Calendar for each school year. Any modifications to the calendar after its adoption shall also be subject to mutual agreement between the District and the Association, unless otherwise required by law.

ARTICLE 7 - TEACHER EVALUATIONS

- A. Beginning with the 2024-25 school year, the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
 - 1. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
 - 2. An evaluation of the teacher's job performance with timely and constructive feedback.
 - 3. Clear approaches to measuring student growth with relevant data on student growth.
 - 4. Multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.
 - 5. The use of student growth and assessment data as 20% of the year-end evaluation determination.

- a. The student growth and assessment data shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department-level teachers.
- b. The teacher, at their discretion, shall be allowed to eliminate data attributable to students who have excessive absences, are partial-year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
- c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

B. Process:

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. The teacher shall be notified no later than September 30 of each year who the administrator will be who conducts their year-end evaluation. If no notification is provided by September 30 of each year, that teacher shall not be evaluated.
 - b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance, teachers will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.
 - c. The observation must include a review of pupil engagement in the lesson that is observed.
 - d. In order to ensure 1.b and 1.c above, the observation shall be no less than (15 - 20) consecutive minutes.
 - e. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.
 - f. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than (20) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided with written feedback on that observation.
 - g. There shall be at least 2 classroom observations of a teacher in each school year in which the teacher is evaluated that are conducted at least 30 days apart. The first observation shall occur no later than December 15 of each school year.
2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing," or "needing support".
 - a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than May 15 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

3. Teachers who work less than 60 days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they may be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:
 - a. Specific performance goals that will be used to assist in improving effectiveness for the next school year will be developed with consultation and agreement by the teacher.
 - b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
 - c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1; this is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
 - d. A Mentor teacher who is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
7. All teachers shall have the right to submit a rebuttal to their evaluation, which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating, and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
 - b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

- i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article 13.

D. Training on the evaluation system, tools, and reporting forms;

1. Within the first (4) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms, and other important components of the year-end evaluation process, and how each reporting form is used during the process. This training is optional after a teacher has received the training at least once.
2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district, which shall include a "rater reliability" training every three (3) years as approved by the MDE that minimally includes all of the following:
 - a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance, consistent with the evaluation system.
 - b. Clear expectations for what evaluators should look for when assessing teachers performance, including key behaviors and practices that are associated with effective teaching, as included in the negotiated evaluation system and tools.
 - c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
 - d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
 - e. Ongoing support for evaluators, including feedback from administrators, the Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

ARTICLE 8 - TEACHER DISCIPLINE

A. **Just Cause:** No bargaining unit employee shall be disciplined without reasonable and just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; nonrenewal of probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Teachers' Tenure Act; or other actions of a disciplinary nature. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards, and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation requirements and provisions of this Agreement that are not governed by the Michigan Teachers' Tenure Act.

B. Progressive Discipline: A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident may be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

- A. Verbal warning;
- B. Verbal written warning;
- C. Written reprimand;
- D. Suspension (paid or unpaid);
- E. Discharge;
- F. Financial penalty in accordance with Michigan law.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

D. Association Representation: The employer shall offer association representation to the bargaining unit employee in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed. If an employee is offered representation and declines, they must sign a waiver of that right and may revoke that waiver and insist on representation at any time.

E. Personnel File: A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

F. **Complaints:** No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. Complaints against the bargaining unit employee shall be put in writing with the names of the complainants, the administrative action taken, and the remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit employee believes the material placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.

ARTICLE 9 - VACANCIES

- A. Vacancies occurring within the bargaining unit, including newly created positions, shall be posted online and emailed to the membership. Said positions shall be filled on the basis of the competency and qualifications of the applicant.
- B. A vacancy shall be defined for the purposes of this Agreement as a position that will be open in the future, a new position that 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 an agreement with the Board, has the right to a position, based on their competency and teaching qualifications.

- C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 20-day calendar notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester for layoffs during the school year. The school district shall prioritize teacher effectiveness over seniority when conducting layoffs and recalls, focusing on performance evaluations rather than length of service. Layoffs are based on retaining "effective" teachers, and tenured teachers are subject to recall.
- D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

E. Teachers laid off shall have insurance benefits continued and paid by the Board for two months after their layoff date. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE 10 - SICK LEAVE

A. Absence Days

Absence days shall be granted at the rate of twelve (12) days per year, given in total at the beginning of the school year, irrespective of the maximum number of accumulated absence days acquired prior thereto. Absence days may be used for illness and/or disability, including but not limited to pregnancy and childbirth. Any teacher who has over 185 absence days at the end of the school year may request in writing to the Superintendent before June 15 to be paid \$20 per day over 185.

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

1. The Superintendent may, at their discretion, demand a doctor's statement if the teacher is absent two (2) consecutive days. The Board of Education will pay for the office call when the doctor's statement is demanded by the Superintendent. Absences in excess of two (2) consecutive days that have not been pre-approved by the building principal will require a doctor's statement. In this case, the doctor's statement is the responsibility of the absent teacher.
2. Teachers taking one prearranged absence day must notify their building principal in writing. Teachers will make every effort to notify the building principal at least five working days prior to the requested date of days off. Prearranged absences shall be defined as any absence scheduled twenty-four hours or more in advance of the absence day. Teachers taking more than one consecutive prearranged absence day must receive prior approval from the building principal. The building principal reserves the right to limit the number of applications for any given day to three within a building. Prearranged absences immediately prior to or immediately after a vacation must be approved by the building principal.
3. Each teacher may use consecutive absence days, charged against his/her accumulated leave, for illness in the immediate family, with medical documentation.
4. Four (4) days are allowed for a funeral in the event of the death of a member of the employee's immediate family: wife, husband, son or daughter, grandparent, grandchild, father, mother, siblings, step-siblings, mother-in-law, father-in-law, step-parents, step-children, and step-grandparents. The four (4) days of funeral leave granted hereunder will not be deducted from an employee's accumulated absence days. In the event of multiple deaths, an employee will be allowed an additional (4) days of funeral leave, which may be taken either without pay or deducted from the employee's accumulated absence days

Up to two (2) days are allowed for a funeral in the event of the death of a friend or other relative. The two (2) days of funeral leave granted hereunder will be taken either without pay

or deducted from the employee's accumulated absence days.

5. On whole or part days when school is not in session, except on those contractual days when teachers are required to be present, absence days requested by 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.

B. Sick Leave Bank

1. The Board and Association will cooperate in the administration of a sick bank. All regularly employed teachers covered by this agreement shall participate.
2. A teacher who is experiencing a "serious health condition" may draw days from the sick bank under the following two situations:
 - a. As a bridge to short or long-term disability.
 - b. As a supplement to absence days when the treatment of the serious health condition may require the use of non-consecutive days. (This may only occur when the use of non-consecutive days does not directly impact student education.)
 - c. Up to 45 days will be allowed for maternity leave
 - d. Sick Bank days are not intended for, nor will they be approved to cover, elective surgery.
3. A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider (DO, MD, Psychiatrist).
4. Each teacher shall contribute one (1) day each year of annual absence days toward a sick leave bank until the bank has accumulated 250 days. When the bank accumulates 250 days, there shall be no further deduction from the individual teacher's absence days until such time as the bank reaches a level of 180 days. Upon reaching this level, the above procedure shall again be followed. In no event shall the sick leave bank exceed an accumulation of more than 250 days.
5. The sick leave bank shall be administered by a three (3) member committee of teachers elected by the Morrice Education Association and one non-voting administrator appointed by the Superintendent.
6. The following criteria shall be followed to receive benefits from the sick leave bank:
 - a. To become eligible to receive benefits from the sick leave bank, a teacher must have exhausted his/her accumulated absence days and personal leave days.
 - b. Five (5) consecutive, paid or unpaid, work days must have transpired between the date of exhaustion of teachers' sick leave and personal leave days and the date a person is eligible to receive benefits from the sick leave bank.
 - c. An applicant must provide, from his/her health care provider, documentation of a serious health condition that renders the teacher incapable of performing the functions of his/her job.

- d. If, in the opinion of the committee administering the sick leave bank, the applicant meets the above criteria, and in the opinion of the committee is properly qualified, he shall receive additional sick leave days to a maximum of 45 school days. In no event will sick bank days carry over to a new school year.
 - e. Documentation must be provided on a bi-weekly schedule of ongoing medical treatment.
 - f. If an applicant becomes eligible for other compensation, such as a disability pension, the sick leave bank benefits shall terminate on the date he/she becomes eligible for that compensation. It is the applicant's responsibility to apply for compensation.
 - g. While a balance remains in the sick bank, days will be distributed on a daily basis to approved individuals until the sick bank days are expended.
7. In the event the sick leave bank is depleted in any given year, the Board shall make a loan of days to the bank to cover eligible illnesses for the remainder of that school year. The days shall be repaid to the sick leave bank at the beginning of the subsequent school year under the terms and conditions of Section B-4.
8. If a teacher is incapacitated, a member of his/her immediate family or a person with power of attorney may apply for that teacher.
9. The provisions of this sick leave bank are not subject to the grievance procedure.

ARTICLE 11 - LEAVES OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period under Article VIII shall, upon request, be granted a leave of absence without pay upon receipt of a doctor's statement certifying illness for a period not to exceed one (1) year, renewable at the discretion of the Board.
- B. A teacher confined to his home by his physician because of mumps, scarlet fever, measles, chicken pox, whooping cough, ringworm, scabies, head lice, pink eye, fifth disease, or hand/foot/mouth shall not suffer loss of pay or be charged with sick leave, upon presentation of a physician's statement when the condition is present in the district.
- C. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given a leave of absence, without pay, for a period of not less than one (1) school semester, nor more than one (1) calendar year, for the purpose of performing duties of the Association.
- D. Military leaves of absence shall be granted in accordance with Act #145 of 1943, as amended. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.
- E. All leaves of absence shall be in compliance with the Michigan Teacher Tenure Act.
- F. Teachers who shall, in performance of their Civic duty, become elected to any full-time governmental position shall, upon proper allocation, be given leave of absence without pay for a period of up to

two (2) years. Teachers on such leave must, prior to March 1, preceding a new school year, notify the Board of Education that they intend to return to the school system.

- G. During each school year, the Association shall be allowed eight (8) days without pay to be used by teachers who are officers or agents of the Association. Such use is to be at the discretion of the Association. The Association agrees to notify the Board no less than five (5) days in advance of taking such leave.
- H. Teacher Exchange: Teachers who have been employed for seven (7) consecutive years by the Morrice Area Schools may be granted the opportunity to exchange positions with a similarly experienced teacher from another area school. This exchange should take place during the first semester so that, when the teachers return to their home school, they can use the second semester to share with other staff members the knowledge and experience they have gained from the exchange.
- I. Beginning and ending dates of leave are to correspond as nearly as possible with the beginning or ending of school, a semester, or marking period in order to maintain the teacher-student relationship as effectively as possible.
- J. A teacher on leave must notify the Board of his or her desire to return from such leave on or before April 1st for those who wish to return at the beginning of the next school year or at least sixty (60) school days prior to their return at other times of the year, unless physically or mentally unable to reply at that time.
- K. Pursuant to the current Family and Medical Leave Act, a full-time employee who has been employed at least 12 months is entitled to leave of absence for reasons outlined in current law during any 12-month period without pay but with group health insurance coverage maintained by the district.
- L. In the event of a necessary reduction in staff, the Board shall grant leaves for teachers not affected by the layoff up to one (1) year, irrespective of the employee's position on the seniority list. However, the Board shall not be required to grant such leaves if the granting of the same would not result in the prevention of a layoff.
1. Upon return from leave, the teacher shall return to a position.
 2. Teachers granted leaves under this section do not continue to accrue seniority in the bargaining unit.
- M. A laid-off teacher may continue his/her fringe benefits by paying monthly the normal per subscriber group rate premium for such benefit, subject to the underwriting rules and limitations of the carrier.
- N. Notice of recall shall be sent by certified or registered mail with a return receipt requested to the employee's last known address as shown on the employer's records, and it shall be the obligation of the employee to provide the employer with a current address and telephone number. A recalled employee shall give notice of his/her intent to return to work within ten (10) working days of receipt of a 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 12 – EMPLOYEE RECORD

- A. All monitoring of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, or audiovisual systems and similar devices shall be strictly prohibited. Upon mutual agreement of the teacher being evaluated and the evaluating administrator, videotape equipment may be used. However, such recordings shall be for the exclusive use of the teacher and administrator and, upon completion of the evaluation, shall be erased or otherwise disposed of, unless otherwise agreed to by both parties.
- B. The teacher evaluation instrument will meet the requirements set forth by current laws and will be used by the administration for purposes of classroom evaluation of teachers.
- C. The evaluation going into the personnel file will be in duplicate and will show the principal's evaluation with any comments by the teacher noted on the form. A duplicate copy will go to the teacher.
- D. Each teacher shall have the right, upon request, to review the contents of his own personnel file, except personal references. A representative of the Association may be requested by the teacher to accompany the teacher in such a review. All reviews must take place in the presence of a central office representative.
- E. Classroom-observations will follow the regulations of current law.
- F. The performance evaluation will be reviewed with the employee and the principal.

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

1. Notify the teacher of observed inadequacies of his/her duties via the observation process.
 2. Make clear, written directions to the teacher that he/she must improve and give the teacher written confirmation of the consequences for failure to do so.
 3. Develop an Individualized Development Plan (IDP) in consultation with the teacher and provide an opportunity for the teacher to make improvements.
 4. Provide assistance from administrators and school district resources for the purpose of aiding the teacher in acquiring the desired improvement.
- G. 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 13 – PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when the students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students, nor to be charged with the responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take steps as deemed appropriate to see that such services are provided. The Board reserves the right to determine standards for emotionally disturbed students.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board, after it determines in its sole discretion that the teacher has been acting within the scope of its policies, will provide legal counsel to advise the teacher of his rights and obligations with respect to such assaults and shall render assistance to the teacher in connection with handling 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 the same against sick leave.
- D. Assaults & Property Loss/Damage Any case of assault upon a bargaining unit employee shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. The Employer will pay for ½ the bargaining unit employee for the cost of legal counsel to advise the bargaining unit employee of their rights and obligations with respect to such assault, as well as in connection with the handling of the incident by law enforcement and judicial authorities. The Employer shall pay for ½ any bargaining unit employee for damages to or destruction or loss of the bargaining unit employee's vehicle, clothing, and/or personal items, provided such damage, destruction, or loss occurred on school premises or while on a school-sponsored activity and was not occasioned by the negligence of the bargaining unit employee.

ARTICLE 14 – NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual consent of the parties hereto. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. Negotiations for a new master agreement may be initiated either by resolution of the Board of Education or by the Association. If negotiations are reopened, said negotiations shall commence no later than the first teacher working day in May prior to the school year for which the master contract is being negotiated.
- C. In any negotiations described in this Article, neither party shall have control over the selection of the

negotiation or bargaining representatives of the other party, and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association.

D. If the parties fail to reach an agreement in any such negotiations, either party may involve the mediation machinery of the Michigan Employment Relations Commission.

ARTICLE 15 – PROFESSIONAL GRIEVANCE PROCEDURE

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

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

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

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

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

D. Written grievances as required shall contain the following:

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

5. It shall specify the relief requested.

Any written grievance shall be in accordance with the above requirements. If the grievant fails to meet the above requirements, he/she may be asked to resubmit his/her written grievance within five (5) days of its original submission. The time limits hereinafter set forth shall commence on the date of 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.

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 between 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 the same in a permanent file in his/her office.

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

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

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, in writing, request the appointment of an

arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules, except each party shall have the right to preemptively strike not more than three (3) from the list of arbitrators.

2. Neither party may raise a new defense or ground at Level Four that was not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three (3) days before 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 before the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.
 4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, or amend, or subtract from the terms of this Agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question the reasonableness of Board policy, nor modify assignments of extra duties for pay as outlined in Article IV, Section F. If any grievance award shall include back pay, his award shall not extend more than thirty (30) days before the date of the Level One conference.
 5. Grievances of a 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 that each party shall assume its own costs for representation.
- I. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred. If the Board representative fails to respond to a grievance, the grievance may be processed on to the next level.
- J. The Association may file a grievance under the grievance procedure if 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 is to be at their assigned duty stations, unless otherwise requested by the administrative representative.

ARTICLE 16 – MISCELLANEOUS

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

furnished to the Association for its use.

ARTICLE 17 – PAYROLL DEDUCTIONS

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

1. Upon employment, the District will ensure that each employee is provided with a list of approved vendors and general directions that must be followed to receive this benefit.
2. It will be the responsibility of the employee to select a vendor(s) and fill out the appropriate forms for that vendor.

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

ARTICLE 18 - PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions, such as those outlined in the Instructional Staff Handbook, which are adopted by the Board or its representatives and are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order that threatens physical safety or well-being. An advisory committee composed of one teacher in each (K-2), (3-5), (6-8), and (9-12), and the building principal. This committee will meet annually in March to review and revise the instructional staff handbook. It is clearly understood that the Superintendent/Board of Education will have the final decision regarding any recommended revisions or additions to the instructional staff handbook.
- B. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall:
1. Talk to the employee and provide a verbal reprimand followed by a written synopsis given to the teacher that describes the alleged delinquencies, indicates expected correction, and indicates a

reasonable period for correction.

2. Upon further infraction, provide a written reprimand, placed in the teacher's file, and outline the steps of progressive discipline.
3. Upon further infraction, document the infraction and move down the line of progressive discipline as described in step 3.

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

- C. A teacher shall at all times be entitled to have present a building representative of the Association when he is being reprimanded, warned, or disciplined, for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, in no case longer than forty-eight (48) hours or two (2) school days, whichever is longer. If the building representative is involved or unavailable, the teacher may request another representative.
- D. Teachers having non-educational business with another teacher shall conduct that business during times other than their scheduled classes.
- E. All communications between the school district and the Association will be directed to the Superintendent of Schools or the Association President. Copies of such correspondence may be sent to anyone at the discretion of the Association President or the Superintendent.

ARTICLE 19 - HEALTH INSURANCE

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

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

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

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

C. Teachers who become medically disabled shall receive Board paid fringe benefits beyond the period compensated under Article VIII, A, for such time as provided herein. Teachers employed one hundred thirty-five (135) days or more shall receive Board paid fringe benefits for the full twelve (12) month period. Teachers employed ninety (90) to one hundred thirty-four (134) days shall receive Board paid fringe benefits for two (2) months following the month in which their sick leave is exhausted.

Teachers employed forty-five (45) to eighty-nine (89) days shall receive Board paid fringe benefits for one (1) month following the month in which their sick leave is exhausted. If there is a dispute over the claimed disability, then Article VIII, A (Sick Leave), subparagraph (1) shall apply.

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

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

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

ARTICLE 20 - RETIREMENT

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

Early Notification of Retirement Incentive

To support effective staffing and planning, teachers who are eligible for retirement and provide written notice to the Superintendent by March 1 of the current school year that they intend to retire at the end of the same school year will be eligible for an early notification incentive. Eligible teachers will receive a one-time incentive payment of \$3,000 paid on the first payroll following Board acceptance of the retirement notice. This incentive is designed to recognize the employee's service and help the district plan for transition needs.

ARTICLE 21 - MENTORING

Position Statement on New Teacher Induction/Teacher Mentoring

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

beneficial for all parties involved and to result in improved instructional practice and professional performance.

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

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

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

A. Qualified teachers will submit their intentions to become mentor teachers by June 1st of each school year. Anyone applying will remain on the list until he/she request removal.

B. A selection committee will be formed in each building with the following responsibilities:

1. Establish criteria for the selection and the process
2. Make an appropriate selection
3. Act via consensus

C. The selection committee will be comprised of the principal, protégé, and Morrice Education Association members. The principal will act as facilitator.

D. In the selection process, the following guidelines will be applicable:

1. A mentor teacher is an experienced educator, and, as part of his/her assignment, has agreed to accept the role of providing professional support, instruction, and guidance to a beginning teacher/protégé in the same or similar field of practice or certification.
2. A mentor may be a teacher presently on staff or a retired staff member with the required experience.

3. General criteria in selection will include:

a. tenure (if not retired)

b. minimum of five (5) years teaching experience with three (3) years of those in

Morrice Area Schools

c. mentors must have received training, at district expense, in preparation (through local or state resources) to become a mentor.

4. Reasonable efforts shall be made to establish probationary teacher/mentor teacher matches in the same building and in the same or similar specialty or area of certification.

E. Regarding appointment, the following will apply:

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

F. Guidelines: Probationary Teacher Mentoring

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

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

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

G. Mentor Teacher Compensation

The honorarium for mentor teacher assignments will be \$1,000 per probationary teacher, for the first year, with one-half to be paid at the end of the first semester and the balance to be paid at the end of

the school year. Honorarium for the second and third years will be \$600.00 per year. Honorarium for mentors of experienced teachers, as described in Article 6. E, will be \$800.00 per year.

ARTICLE 22- DURATION

The Agreement shall be effective as of July 1, 2026, and shall continue in effect until June 30, 2029. This Agreement will be reopened no later than April 1st of each year to negotiate the calendar for the upcoming school year. The Agreement will be reopened no later than April 1, 2029, to negotiate calendar, contractual language, and financials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this day of, 202.

BOARD OF EDUCATION SHIAWASSEE COUNTY EDUCATION MORRICE AREA
SCHOOLS ASSOCIATION AND ITS AFFILIATE MORRICE SCHOOLS EDUCATION
ASSOCIATION:

Daniel Nolen, Superintendent

Carey Darnell, MSEA Co-President

Jerry Dennis, BOE President

Tammy Smith, MSEA Co-President

Salary Scale 2026-2027

Step	BA	MA
1	\$46,040.44	\$50,053.74
2	\$47,467.16	\$51,479.40
3	\$48,891.77	\$52,902.96
4	\$50,317.44	\$54,327.58
5	\$51,741.00	\$55,753.24
6	\$53,165.61	\$57,177.85
7	\$54,590.23	\$58,600.37
8	\$55,680.75	\$60,027.08
9	\$56,795.44	\$61,452.75
10	\$57,930.08	\$62,877.36
11	\$59,089.95	\$64,301.97
12	\$60,270.82	\$65,725.54
13	\$61,476.91	\$67,149.10
14	\$62,705.06	\$68,491.77
15	\$63,960.53	\$69,860.70
16	\$65,239.11	\$71,260.10
17	\$66,545.00	\$72,684.71
18	\$67,876.11	\$74,138.74
19	\$69,233.49	\$75,622.19

All MSEA members will receive a step for the 2026-2027 school year, and this scale reflects a 2% increase. Those members who were on the +20/+30 pay scale, and this scale reflects a 2% increase. Those members who were on the +20/+30 pay scale prior to 2014 will be granted the difference in pay, and that will be added to their pay after any percent/step increase. This will continue throughout the continuous employment of those members.

Appendix A

Director/Co-director of administrator approved after school program - 10 pts

Assistant of administrator approved after school program - 4 Points

School Committee Chair 10 or more meetings -8pts 9 or less meetings - 6pts

School Committee Member 10 or more meetings -6pts 9 or less meetings -4 pts

Safety Patrol organizer - 2 pts

Member of educationally related professional organization - 2 pts

School-related activities outside the contractual workday - 1 pt. each Max of 10 pts total with no more than 5pts for any area (ie; sporting event, toy drive, student fundraising project)

Art Fair Volunteer - 2 pts

Extra Professional Development (can be online or f2f) - 1 pt per half day

Organize overnight field trip -3 pts

SOAR Student Prize Coordinator - 3 pts

Note: Documentation to be provided

Other -As approved in writing by the administration