MASTER AGREEMENT

between the

BOARD OF EDUCATION OF THE
MORENCI AREA SCHOOLS

and

HILLSDALE-LENAWEE COUNTY EDUCATION
ASSOCIATION

2024-2027

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Article 1: Recognition

A. The Board recognizes the Hillsdale-Lenawee County Education Association (HLCEA), Morenci Education Association, as the sole and exclusive bargaining representative for all full/part-time teachers including guidance counselors, student services coordinator, and librarians.

B. Excluded from representation are full or part-time supervisory, executive or administrative personnel, business manager, athletic director, psychologists, social workers, therapists, special education coordinator, adult education teachers, per diem appointments, school nurse, office and clerical employees, paraprofessionals, custodial and all other personnel.

C. The Board agrees not to negotiate with or recognize any teachers' organization other than the Hillsdale-Lenawee County Education Association for the duration of this Agreement as required by law.

D. The Board subscribes to a policy of full employment of its staff. Part-time positions will not exist in lieu of full-time positions. Should there be any part-time position, it shall be as close to full-time as possible.

E. The local Association president and the Hillsdale-Lenawee County Education Association Office will be provided advance written notice at least thirty (30) days prior to the Board acting on any shared staffing arrangement so the Association can exercise its legal and contractual rights, which may include meeting and conferring with Board representatives.

Article 2: Definitions

A. "Board" refers to the Board of Education and any of its designated administrative employees acting in the capacity of agent.

B. The term "Principal" includes the administration of any work location or functional division.

C. The term "Superintendent" includes any person with power to act on their behalf.

D. The term "Teacher" includes the member or members of the bargaining unit.

E. The term "Association" refers to the Hillsdale-Lenawee County Education Association, Morenci Education Association, Michigan Education Association (MEA), National Education Association (NEA) and any person or persons designated by the HLCEA acting in the capacity of agent.

F. The term "School" includes any work location or functional division of the Morenci Area Schools.

G. When the singular is used, it is to include the plural.

H. The term "Day" means teacher duty days unless otherwise stated.

Article 3: Association Rights and Responsibilities

A. The Board agrees to make available within ten (10) business days to the Association upon its written request, all information, statistics and records which it has available and which may be reasonably necessary to make intelligent decisions relevant to negotiation, or necessary for proper enforcement of the terms of this Agreement.

B. The Association shall be provided with a bulletin board in each building in place readily accessible to teachers for the posting of notices and other materials relating to Association activities. Such boards shall be clearly identified as Association bulletin boards and their upkeep and appearance shall be the sole responsibility of the Association. No material may be posted which is insulting or defamatory to any person or group.

C. The Association shall have the right to have materials placed in the mailboxes of teachers. Such materials shall not be detrimental to the school district nor to any individual.

D. School rooms shall be made available for Association meetings for teachers in the Association according to building use policy and after clearing through the appropriate office.

E. The local Morenci Association shall have the right to use school equipment for preparing and duplicating information. The Association shall supply its own materials or pay for the cost of all materials and supplies beyond a mutually agreed upon amount. Such use shall be cleared through the appropriate administrator, so that there will be no interruption or interference with normal school operations.

F. The Association or individual teacher may request that the Superintendent place on the agenda items for consideration. Such requests must be made in writing to the Superintendent no later than 4:00 p.m. four (4) days prior to the Board meeting. These requests will be placed in the proper area on the agenda.

G. Duly authorized representatives of the Association shall be permitted to transact business for grievances on school property at all reasonable times. Normal school operations shall not be disturbed. If it is necessary to hire a substitute, the Association will pay for the substitute except in the case of arbitration hearing. Regular procedures governing visitors to the building shall be followed.

H. The Superintendent shall meet informally with Association representatives at reasonable times, for the purpose of reviewing the administration of this contract and to resolve problems which may arise. If either party so requests, a meeting shall occur at least once a month on a scheduled date and time agreed upon by the Superintendent and the Association. For such meetings each party will submit to the other at least forty-eight (48) hours in

advance a list of matters they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and Association, provided that the bargaining committee shall be empowered to affect temporary accommodation to resolve special problems. The Principal of each school shall meet with the Association representative from their building for the same purposes in accord with the same guidelines used for the Superintendent's meeting described above.

I. Nothing contained herein shall be construed to deny or restrict to any teacher, rights they may have under the Michigan Revised School Code or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

J. The Board and its representative shall take no action in violation of or inconsistent with any provision of this Agreement, without the consent of the Association. Board policies shall not be contrary to the provisions of this agreement.

K. Upon written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for credit union, charitable donations or other plans or programs jointly approved by the Association and the Board. Deductions and remittance will be made for annuities held with any approved companies. The MEA may notify the Board when it wishes to drop an inactive company and substitute another in its place.

L. The Board will ensure that Board Policies and Student Handbooks are available online at www.morencibulldogs.org.

Article 4: Fair Practices

A. The Board agrees to continue its policy of non-interference in the off-duty hours of teachers, and their full rights of citizenship, as long as such activities do not interfere with their performance as teachers or impair their ability to effectively serve in the assigned position. In addition, the Board agrees to continue its policy of non-interference in teacher's reasonable exercise of academic and professional freedom as long as such activities do not interfere with their performance as teachers or impair their ability to effectively serve in the assigned position.

B. The Association agrees to represent all teachers without discrimination. The Board agrees to continue its policy of non-discrimination against any employee.

Article 5: Management Rights and Responsibilities

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association. Such rights include by ways of illustration and not by

way of limitations, the right to:

1. Manage and control the school business, the equipment and the operations, and to direct the teaching staff and affairs of the Employer.

2. Continue its rights and past practice of assignment and direction of work to all of its personnel, to determine the number of shifts, set start times, and schedule all the foregoing, and the right to establish, modify or change any work or business hours or days, but not conflict with the specific provisions of this Agreement.

3. Direct the teaching staff, including the right to hire, promote, suspend and discharge employees, assign work or determine the size of the teaching staff and to lay off employees.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine schedules and standards of operation, the means, and process of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations which are not in conflict with specific provisions of this Agreement.

6. Determine the fitness of an employee to perform the duties as a teacher. Any examination (physical/mental) will be chosen jointly by the district and the employee. The employer will hold the employee harmless for days absent and the cost for all examinations.

7. Determine the number and location and relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub- divisions, building or other facilities. Such changes shall be discussed with personnel who will be affected by the change.

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

B. The Board of Education may match years of service, not salary, for all new hires.

Article 6: <u>Grievance Procedure</u>

A. Definitions:

1. A grievance is a complaint by an employee in the bargaining unit that there has been an alleged violation or misapplication of any provisions of this Agreement.

2. An Association grievance chairperson shall be designated by the Association and may represent any teacher in the Association if the complaint is lodged on behalf of the Association.

3. Working days are those days that are worked by the teaching staff.

B. Procedure for Adjustments of Grievances

1. Grievances shall be presented and adjusted in accordance with the following procedure:
   a. A complaint shall first be discussed with the Principal of the school with the object of resolving the matter informally within ten (10) business days following the event which is objectionable (or following recognition of the circumstances giving rise to a complaint). Such a discussion may be requested by:
      i. A teacher on their own behalf, or
      ii. An Association representative at the teacher's request, or
      iii. An Association representative in the name of the Association.
2. In the event the matter is not resolved informally, the grievance may be lodged with or submitted to the Principal of the school within five (5) business days following the conference. The written grievance shall be signed by:
      i. The aggrieved teacher, on their own behalf,
      ii. The aggrieved teacher accompanied by the Association representative, or
      iii. Association representatives if the aggrieved teacher so requests, or
      iv. Association representative in the name of the Association
3. If the grievance is not disposed of, or if no decision is rendered by the Principal within five (5) business days after the grievance is presented, the grievance may be submitted, in writing, to the Superintendent within five (5) business days after the Principal's decision is communicated to the teacher or the Association, or ten (10) business days from the date the grievance was presented to the Principal.

The Superintendent of Schools shall meet with the grievant and/or their representative and confer on the grievance with a view to arriving at a mutually satisfactory adjustment. Such a conference shall take place within five (5) business days after the Superintendent received the appeal. Participants shall receive five (5) business days' notice of the conference.

The Superintendent shall render a written decision of the grievance with the supporting reasons after the conference, and shall furnish the Association with a copy of such written disposition within five (5) business days of the conference.

4. If the Association/Teacher is not satisfied with the Disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) business days of the conference, or ten (10) business days from the date of filing, whichever may be later, the grievance may be submitted to the Board. Failure to transmit the grievance to the Board within fifteen (15) business days after its submission to the Superintendent shall be deemed a withdrawal of the grievance.

   Within the time limits specified above, the grievance may be transmitted to the Board by filing a written copy thereof with the Secretary of the Board.

   The Board, no later than ten (10) business days shall meet with the Association and attempt to resolve the grievance. Disposition of the grievance in writing, no later than ten (10) business days thereafter and a copy of such disposition shall be furnished to the Association.

5. If the Association is not satisfied with the Disposition of the grievance by the Board, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration.

   The Association will notify the Board in writing, no later than ten (10) business days after its meeting with the Board of its intent to arbitrate the grievance.

   At the first official meeting of the Board of Education, which is held after the notice of intention to seek arbitration, the Board will appoint a representative to help select an arbitrator. If the parties cannot agree to an arbitrator within five (5) business days, the arbitrator shall be selected by the American Arbitration Association.

   The Board and Association shall not be permitted to present, in such arbitration proceeding, any new information or evidence not previously disclosed to the other party. If the parties agree to be bound by the award of the arbitrator that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator shall be empowered to make a decision in cases of alleged violation of the specific articles and sections of this agreement.

a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

b. The arbitrator shall have no power to establish salary scales or change any salary rate.

c. The arbitrator shall have no power to rule on any of the following:

   i. Failure to re-employ any teacher.

   ii. The termination of service or failure to re-employ any teacher to a position on the extra-curricular schedule.

   iii. Any claim or complaint subject to the procedures specified in the Act 4 of 1937 (Teachers' Tenure Act of Michigan, as amended).

   iv. Evaluation, assignment, placement, layoff or recall of a teacher.

   v. Any matter which is a prohibited subject of bargaining.

d. The arbitrator shall have no power to change any practice, policy or rule of the Board nor to substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. The arbitrator's power shall be limited to deciding whether the Board has violated the express articles or sections of this agreement; and it shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

e. In rendering decisions, the arbitrator shall give due regard to the responsibility of the management and shall so construe the agreement that there be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

f. The fees and expenses of the arbitrator shall be shared

equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

6. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. Absence of any participating party due to illness will cause the timelines to be extended one (1) day for each day of absence. In the event a grievance is filed after May 15th, of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

   Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of the procedure. Failure to file or appeal a decision within a specified time limit shall be deemed a withdrawal of the grievance.

   Hearings and grievances held under the grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every attempt will be made to schedule arbitrations on non-school attendance days. Failing in this scheduling effort, the parties will attempt to schedule witnesses around non-teaching time. If scheduling cannot be accommodated for said teacher, then they shall be excused to attend without loss of pay.

   If a grievance arises from the action of authority higher than an employee's immediate supervisor, it may be initiated at the appropriate step of this procedure.

   No decision on, or adjustment of a grievance shall be contrary to any provision of this Agreement.

   No one but an employee covered under this Agreement, may avail themselves of the provisions of this grievance procedure. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure outlined herein until its resolution.

7. Only the Association may use the appeal procedures as set forth in arbitration.

8. The following matters shall not be the basis of any grievance filed under the procedures outlined in this contract:

    a. Failure of the Board to follow teacher recommendation for school facilities.

    b. Failure of the Board to follow recommendations coming from teacher committees.

    c. Any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 Michigan as amended).

    d. Failure of the Board to reduce class size.

    e. The content of a teacher evaluation.

Article 7: School Calendar

A. The Board agrees to meet with the Association for the purpose of discussing the school calendar for the next school year, prior to June 1st. If no agreement has been reached by June 1st, the County Calendar, subject to Paragraph B below shall be the calendar.

B. The Morenci Area Schools calendar shall be generally based upon the county calendar as developed in cooperation with the Lenawee Intermediate School District. It shall provide for student instruction hours, teacher professional development days, and shall include a schedule for parent/teacher conferences. The minimum number of teacher duty days shall include hours of instruction and professional development days as set by the State Aid Act and/or law.

1. The Board and the Association will schedule additional days and clock hours of instruction only as necessary to meet minimum state requirements. These minimums shall be adjusted each year as required by the state aid act and/or law. Clock hours of instruction will also be followed as required by the state aid act and/or law. The Board and the Association agree to equalize student instructional hours evenly between semesters.

2. Whenever possible, state mandated instructional days will appear at the beginning and end of the school year.

3. The Board and the Association will meet to discuss subsequent year's bell schedule. The Association will make this request by April 15th annually.

C. For the term of this Agreement, the school year for the next year shall be set forth in Appendix C (District Calendar) by June 1st, of each year.

D. Teachers will not be required to report and shall receive their regular pay for scheduled hours of student instruction that are not held because of conditions not within the control of the school authorities, such as inclement weather, fires, epidemics, or health conditions as defined by City, County, or State, authorities.

E. If additional hours are required to be made up, the Board and the Association will negotiate with the intent of agreement no later than April 1st annually or within 7 days of the determination of said make-up days.

Article 8: Teaching Hours

A. Teachers shall be on duty and work the hours required to accomplish the total teaching assignment and responsibility. Teachers shall attend to matters which properly require their attention before and after the student day, including consultation with parents and/or students when scheduled directly with the teacher by the parent, student or immediate supervisor.

The teachers' work schedule shall be established by the board with full consideration of the parameters established in this article. The teachers' workday shall not exceed seven (7) hours and forty-five (45) minutes.

All teachers shall be entitled to a duty-free, uninterrupted lunch period of at least 30 minutes.

In the Middle School and High School, a preparation period of one period per day will be provided.

Elementary teachers will receive 250 minutes of planning time per 5-day week with a minimum of 30 minutes a day. Make-up time will not be granted for Act of God days, field trips, assemblies, or other unforeseen scenarios impacting the regular school day, etc.

While planning/preparation time is primarily intended for instructional planning and for teachers to use as they deem professionally necessary, it is recognized that administrative requests for projects and professional obligations will occur and are a reasonable use of prep time. However, if mandated activities exceed three times in a month, the teacher will be compensated at the $40 per hour rate for each additional request. The teacher will be responsible for tracking time and submitting for payment.

Teacher- pupil contact time shall be adjusted each year as required by the state aide act and/or law.

1. Teachers assigned less than full-time will receive unassigned conferencing, duty-free lunch and preparation pro-rated to the amount of instructional time corresponding with the number of class periods/hours assigned.

B. Counselors may be required to work additional hours during the summer months when other Professional Staff is not scheduled to work. Counselors will be paid their per diem rate for such time and shall submit time sheets for those hours. The hours will be scheduled by agreement with the Counselor and the Building Principal. Due to the nature of their

responsibilities, counselors shall not be entitled to a planning period during the regular school day and shall not receive additional compensation for covering a classroom during their work hours as it is considered part of their professional duties within the scope of their employment. If the counselor is required to cover classrooms beyond 8 hours a month, they will be compensated at the $40 an hour rate for additional time beyond 8 hours.

C. Classroom teachers shall not be responsible for students during the time these students are assigned to teaching specialists, unless an emergency situation arises which would leave students without supervision. Students are not to be returned to the home room for disciplinary reasons nor are they to be deprived of the services of a specialist for classroom discipline.

E. Teachers of music, art, special reading teachers, counselors, as well as all special education teachers, shall be provided with relief and preparation time to the same extent as other teachers in the district.

F. No departure from these norms except in case of emergency shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure.

G. Administration shall have the right to adjust the class schedule when parent conferences, weather delays, assemblies or in-service sessions result in less than a full day of instruction.

H. To assure that demands for attendance at meetings outside of normal working hours do not become excessive, it is agreed that staff meetings will generally be kept to one (1) hour or less, but if such unpaid administrative requests exceed four (4) hours per month, the Board shall pay the teacher for any hours in excess thereof at the teacher's hourly salary rate. This does not include committee work or other activities for which a teacher has volunteered. The teacher will be responsible for tracking time and submitting for payment. The teacher's hourly rate will be determined as outlined in Article 19 B.

I. There will be two (2) parent-teacher conference sessions, one in the first semester and one in the second semester. Whenever possible the day after conferences will be scheduled as a half day, which may include professional development or student time but not both.

Parent- teacher conference schedule and days off with compensation will be negotiated with the Association prior to implementation.

J. If a records day is available, faculty meetings will not be scheduled on the teacher record days when less than a full day is available for record keeping. When a full day is scheduled, faculty meetings will be avoided whenever possible and will not exceed thirty (30) minutes if scheduled.

Article 9: <u>Teaching Conditions</u>

A. The parties recognize that class size is a factor in quality education. The Board will strive to attain a goal of 25 pupils in grades K-3, 28 pupils in grades 4-~~6~~ , and 30 pupils in grades 7-12. Class size will be determined by the actual head count of pupils and not by full-time equivalent teachers per building/grade and/or per special programs.

1. Should a class in grades K-5 exceed these sizes; the board will employ, upon a teacher's request, an aide for one (1) hour per class, per day for every two (2) students in excess of the stated levels.

2. In grades 6-12, efforts will be made to balance the class loads in like classes when more than one (1) section is offered.

3. Class size may be appealed through the administrative process.

4. Elementary teachers assigned to teach a multi or split grade level class of 15 or more students shall receive a stipend of $500 per semester, in addition to their regular compensation. This stipend acknowledges the additional workload and instructional planning required to effectively teach students across multiple grade levels within a single classroom setting. Eligibility for the stipend is contingent upon the teacher being assigned to the split grade level class for at least 50% of their daily instructional time during the semester. The stipend shall be prorated for any partial semesters or period of assignment within the academic year.

B. All staff shall report to their classroom/work area fifteen (15) minutes prior to the scheduled start of the instructional day and shall not leave less than fifteen (15) minutes after the conclusion of the school day.

C. The Board recognizes that appropriate texts, musical instruments and materials, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. If any of these items are to be purchased, the teachers involved will be consulted. The Board will make every effort to provide a teacher's desk and a file cabinet with a lock. The Board will make every effort to provide a key to the teacher's assigned classroom prior to the first day of work of the school year.

D. The Board and the Association mutually recognize the need of adequate teaching reference material, necessary teaching supplies, and equipment. Therefore, the Board of Education agrees to make available, within its financial means, all texts, supplies, and equipment necessary for the teachers to perform their assigned task of teaching.

E. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for school personnel use and at least one (1) room, appropriately

furnished, which shall be reserved for use as a lounge.

F. The Association shall have the right to have vending machines installed in the teachers' lounge. These machines shall not be available to the students unless the Administration and the Association mutually agree.

G. Adequate off-street, paved and lighted parking facilities shall be provided, and properly maintained and identified for teacher use.

H. Teachers shall not be required to work under uncomfortable, unsafe or hazardous conditions or to perform tasks which endanger the students or a teacher's health, safety, or well being. When the teacher feels that such a condition exists, such facts should be brought to the immediate attention of the appropriate Administrator. In the event the teacher feels the Administrator has failed to take the appropriate action, the teacher shall have recourse to grievance procedures to prevent said conditions.

I. The Board may employ teacher assistants to work in and around the school buildings. Teachers may be consulted regarding placement and assignments. Teachers to whom teacher assistants are assigned shall have input to their job descriptions, evaluation of effectiveness and recommendation for continued employment.

J. Any teacher who has a medically fragile student who requires routine special care may, in their discretion, notify the building principal of the situation.

1. If known by the administration in advance, a teacher will be notified when a medically fragile student is placed in their class.

2. Except in an emergency, teachers will not be required to perform medical procedures or be responsible for medication of said student.

3. Teachers will not be required to perform personal hygiene for students.

K. Teachers are recognized as the experts of instruction and curriculum in their respective "highly qualified" subject matter. Their evaluation is predicated on the growth of their student and is dependent on quality/relevance of the instructional material. The teachers and administration will review and approve all curriculum that is taught in their room. If there is dispute the department/grade chair and administrator will collaboratively provide remedy with the teacher.

L. New teachers will not be expected to take on more additional duties than tenure teachers.

Article 10: Professional Qualifications and Assignments

A. When possible all teachers shall be notified of their schedule for the forthcoming year prior to the

close of school and any changes that occur over the summer will be communicated as soon as possible.

B. Teachers assigned less than full-time.

1. Part-time staff who have a non-teaching period(s) scheduled between two teaching periods and/or preparation period shall be given the option of curriculum work, student supervision or other professionally related responsibilities for that nonteaching period(s) for which they will receive their regular compensation. The administration shall determine when the teacher's preparation period is scheduled.

2. Teachers assigned less than full-time may be expected to attend staff meetings, in-services/workshops and parent-teacher conferences the same as full-time teachers.

3. The building principal will notify payroll that these teachers will be paid their per diem pro-rated for such attendance, or the teacher may elect compensatory time.

C. In the event a conflict arises for teachers assigned to two (2) or more buildings, the building principals involved will meet and communicate to such teachers which staff meeting, in-services/workshops and parent teacher conferences to attend.

Article 11: Leaves of Absence

A. At the beginning of each year, each teacher shall be credited with six (6) days leave allowance to be used for absences caused by the birth of a child, adoption, personal illness or disability and/or family illness or individuals living with the teacher, or unplanned or unexpected absence outside of the employee's control. In addition, each teacher shall be credited with six (6) personal/business leave days. Sick and personal/business leave shall be prorated for employees who commence employment after the beginning of the school year or whose employment is terminated before the end of the school year.

1. The unused portion of such paid leave allowance shall accumulate from year to year to a limit of one hundred thirty (130) days. Unused paid leave in excess of one hundred and thirty (130) days shall be paid at $140 a day, the current substitute teacher daily rate of pay, at the end of the school year. The $140 rate will be locked in for the length of this contract.

2. Unused business and personal days shall be added to the accumulative paid leave at the end of the school year and those days shall be included when paying members who have accumulated paid days in excess of one hundred thirty (130) days per this section.

B. The Board will provide the usage of a paid leave bank to any teacher who has depleted

their leave allowance. Upon depletion of their leave allowance, any teacher may make application to the Association to utilize the paid leave bank. Utilization of paid leave bank shall be for catastrophic situations.

1. Reports of the paid leave bank showing the number of days remaining will be provided to the Association by the Board upon request.

2. Teachers may voluntarily donate day(s) to the bank when requested.

3. The Association and the superintendent or their designee will form and administer a Paid Leave Bank Committee to review and grant paid leave requests from the paid leave bank. The Paid Leave Committee will notify the Board when requests are granted. The bank will maintain no less than twenty (20) paid leave days.

4. Unused days remaining in the paid leave bank at the end of the school year will accumulate for the following school years.

C. Each teacher shall notify the Administration by contacting the appropriate individual at a phone number or email which will be provided to them at the beginning of each school year of their intended absence, nature of leave (paid leave or funeral leave) the day and date of absence. Additionally, it is the employee's responsibility to enter the absence into to the absence management system as soon as they are aware of their impending absence, no later than 6:30 a.m. on the day of the absence.

1. A maximum of three (3) consecutive days will be taken at one time unless administrative approval is granted for additional leave days.

2. Every effort will be made not to disturb a teacher while on a leave. A teacher would only be contacted if there is a good reason or an emergency.

3. In the event a teacher has advance knowledge of a period of disability, the Administration shall be notified as soon as possible after the teacher becomes aware of same. Such notification will include a written statement from the teacher indicating whether or not paid leave benefits are or are not to be paid during the absence as well as a certificate from the attending physician stating the anticipated commencement and duration of such disability, any restrictions on the work the teacher must perform, and the length of time such restrictions are applicable.

D. Doctor or dentist appointments may normally be scheduled before or after school.

E. After a teacher has been absent due to personal illness for five (5) consecutive working days or

more, a teacher may be required to visit a doctor chosen by the Board for an examination. Costs will be paid for by the Board.

F. If the Board's physician and the teacher's physician reports conflict, the teacher will be sent to a third physician. The third physician will be mutually agreed upon by the teacher and the Board. The third physician's report and decision will be final. Costs will be paid by the Board.

G. Accumulated paid leave time shall terminate upon severance or suspension of employment.

H. All teachers shall be granted five (5) working days with pay for a death in the employee's immediate family and/or the immediate family member of a teacher's domestic partner. Immediate family includes spouse or domestic partner, children, (including step children), parents (including step parents), siblings (including step siblings), grandparents, and grandchildren. Additional time off for traveling to said funeral may be granted by the Superintendent when the distance involved warrants such action.

I. All school employees who are called to jury duty shall notify the Superintendent of Schools as soon as notice is received.

1. Employees shall request the court to defer jury duty whenever possible to the summer months when the children are not regularly enrolled; the Superintendent will confirm such requests when necessary.

2. Employees who cannot obtain a deferment or whose employment extends through the summer months shall be released for jury duty. Such employees shall receive the difference between their regular salary and pay received for jury duty.

3. A teacher called involuntarily for jury duty during school hours or who is subpoenaed by the court system to testify during school hours in any judicial matter shall be compensated for the difference between their teaching pay and the pay received for the performance of such obligation.

J. In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation law, the employee will be entitled to use paid leave in the same manner as if the injury or illness was not compensable under the Worker's Compensation; provided that said employee reimburse the employer the amount of wage continuation benefit received under Worker's Compensation for any week the employee receives paid pay from the employer. For any day that the employee receives pay from the employer and reimburses the employer for the Worker's Compensation received, the employee's paid leave shall be reduced only by the portion of a day equal to position of the employee's gross pay actually paid by the employer.

K. The Association shall be entitled to five (5) full teacher days of leave with pay, to be used for such Association business the President may designate subject to the following limitations:

1. Such days are not to be used to take part in any protest, march, strike, or any other public demonstration-type activity.

2. The Association must notify the Board not less than forty-eight (48) hours prior to such leave.

3. If a teacher serves in a state or national position for the Association, the teacher will be granted paid release time to meet Association responsibilities up to nine (9) work days per year.

L. Once a request for absence is approved and substitutes hired, the teacher must take the time off or reimburse the school district for the substitute, except in the event the substitute can be cancelled or a school closing. The teacher will not be held responsible to reimburse the school district for the cost of the substitute in the event of failures in the sub caller/calling system.

M. The Board may grant a leave without pay for any teacher when a written request is submitted detailing the nature of the leave.

N. Leave of Absence of up to one (1) year may be granted to any teacher, upon board approval, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a participant in such programs.

O. A teacher who is unable to teach because of personal illness or disability and who has exhausted all paid leave available shall be granted a Leave of Absence without pay for the duration of the illness or disability, provided that such illness or disability does not extend beyond the individual teaching contract. The Board may renew such leave upon written request of the teacher. The Board agrees to pay the premiums for health insurance benefits for the duration of the individual teaching contract. Any member of the Association who is granted a leave under Sections A or B for a period of one (1) year or less, shall be reinstated to their former position, if still in existence and if not, then to a position for which they are certified and highly qualified. Seniority and salary credit shall be granted if the leave is granted under Sections A or B.

P. A Leave of Absence of up to one (1) year may be granted to any teacher, with Board approval, for the purpose of engaging in study at an accredited college or university, cultural travel or work program reasonably related to their professional responsibilities.

Q. A Leave of Absence of up to one (1) year may be granted to any teacher with Board approval for the purpose of serving as an officer of the State or National Association or on its staff.

R. Leaves of Absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employer and the employee.

S. Teachers granted leave of absence in Q and R shall be given the first opportunity to return to

an opening for which they are certified and highly qualified. They will not gain seniority nor advance on the salary schedule for the duration of the leave.

T. An employee may elect to receive an unpaid childcare leave in addition to a paid leave under the provisions of Article 11, A. The teacher shall comply with the application procedures for a temporary disability leave per Article 11, A and C, 3. The employee shall make notice to the Board no later than sixty (60) days prior to the approximate date of delivery, the employee shall clearly indicate whether or not they desire to combine both their paid and unpaid leave.

If possible, the teacher's leave will begin at a time agreed upon by the employee and the doctor. The leave will end at either the conclusion of a marking period or the end of the semester, whichever comes first.

U. Pursuant to the Family and Medical Leave Act of 1993, a teacher who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve (12) month period is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

1. The birth of a teacher's child and/or in order to care for the child;

2. The placement of a child with a teacher for adoption or foster care;

3. The need to care for the teacher's spouse, child, or parent who has a serious health condition; or

4. A serious health condition that renders a teacher incapable of performing the functions of their job other reasons provided in the Act.

5. A serious health condition is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

6. The twelve (12) month period will be measured forward from the date the teacher's first FMLA leave begins (i.e., the "leave year" is specific to each individual teacher.) A teacher will elect whether or not to utilize paid leave allowance during FMLA leave.

V. The Board shall grant military leave consistent with state and federal law.

W. In the event a Morenci teacher is promoted to a Morenci administrator, their seniority continues to accrue as if the administrator was actively working as a teacher. Upon return to a teaching position, through the posting process, the returning teacher steps back on the seniority and salary escalator at the step they would have occupied if continuously employed with no

intervening administrator position.

X. Teachers may purchase short-term disability benefit. The Board will allow teachers to freeze their paid days in order to use their short-term disability benefit. The Board will maintain the teachers present health insurance benefits while their paid days are frozen and while using their short-term disability benefit.

Article 12: Academic Freedom

A. The parties seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values that can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teachers and students is encouraged.

B. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held responsible for aspects of the academic achievement of the pupil in the classroom unless otherwise required by law.

C. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or a secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher-learner relationship.

D. If a controversial issue is presented, it shall be the responsibility of the teacher to have both sides presented.

Article 13: Personnel Records

A. With two (2) business days' advance notice, each teacher shall have the right, upon request, to review the contents of the personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these records. Privileged information such as credentials and related personnel reference normally sought at the time of employment are specifically exempted from review. The teacher shall be notified of and have the right to examine any other material filed and shall acknowledge that an opportunity to read the material has been given.

B. Teachers will be notified immediately if a third party is requesting their personnel file and/or personnel records through the Freedom of Information Act (FOIA).

Article 14: Professional Behavior

A. A teacher shall, at all times, be entitled to have present a representative of the Association when they are 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 (within two (2) school days), except that the teacher may be excused from the classroom and sent to the office or lounge to await their representative. Association representation will be for disciplinary meetings and/or meetings that may lead to discipline. Association representative(s) will be at the choice of the teacher. The meeting will be reasonably postponed until Association representative(s) is (are) available. The teacher will be given the nature of the meeting prior to meeting.

B. Teachers will be notified of parental complaints as soon as reasonably possible and any collective actions as may be necessary.

Article 15: Professional Improvement

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, and participation in community educational projects.

B. New teachers will be provided fifteen (15) days for professional development within their first three (3) years of initial teaching employment. All teachers will be provided an additional five (5) days or more, if state-mandated, for teacher professional development annually. The Board and the Association will mutually develop professional development in-service annually.

C. A teacher may make application through their principal for leave time and expenses to attend professional conferences. Granting of these privileges shall be subject to approval and shall be limited by funds made available for this purpose. Teachers will, upon request, submit a written report regarding such conferences.

Article 16: Performance Evaluation System

A. The Board and Association recognize that performance evaluations are essential to providing quality educational services and to measure teacher competency.

Beginning with the 2024-2025 school year, the Board, with the involvement of teachers and administrators shall adopt and implement for all teachers who have a valid Michigan teaching certificate or authorization or who are engaged to teach under section 1233b and who are assigned to deliver direct instruction to students in any grades K-12 as a teacher of record a performance evaluation system.

The performance evaluation system adopted by the District for teachers shall:

1. evaluate the teacher's performance while providing timely feedback;

2. establish clear approaches to measuring student growth and provide teachers with relevant data on student growth;

3. evaluate the teacher's performance using multiple rating categories that take into account student growth and assessment data;

4. provide for the adoption and measurement of specific performance goals for the teacher during the evaluation period, which are established by a school administrator in consultation with the teacher;

5. evaluate the teacher's performance on other objective criteria set forth in the evaluation tool;

6. rate teachers as effective, developing, or needing support;

7. provide the teacher with a written evaluation including written feedback as part of the year-end evaluation;

8. comply with the requirements of section 1249 of Michigan's Revised School Code, MCL 380.1249, as such may be amended from time to time, and the relevant sections of Michigan's Teachers' Tenure Act.

B. For the purposes of conducting year-end teacher evaluations under the Board-adopted performance evaluation system, the Board will adopt and implement an evaluation tool listed on the Michigan Department of Education's approved teacher evaluation tool list as described in section 1249 of Michigan's Revised School Code, MCL 380.1249(4), or the Board will adopt and implement a locally-developed evaluation tool that meets the requirements of section 1249.

C. Beginning with the 2024-2025 school year, 20% of the teacher's year-end evaluation will be based on student growth and assessment data or student learning objectives metrics. "Student learning objectives" means measurable, long-term, academic goals, informed by available data that a teacher or teacher team sets at the beginning of the school year for all students. (see MCL 380.1249(6)(a)).

D. Beginning with the 2024-2025 school year, 80% of the teacher's year-end evaluation will be based primarily on the teacher's performance as measured by objective criteria on the evaluation tool adopted by the Board.

E. The Board will ensure that an individualized development plan (IDP) with performance goals developed by the school administrator in consultation with the teacher and which includes recommended training intended to improve the teacher's effectiveness is created for the following:

1. all probationary teachers (as defined by Michigan's Teachers' Tenure Act, but excluding those teachers who do not meet the definition of teacher as set forth in section 1229 of Michigan's Revised School Code, MCL 380.1229(6).

2. all teachers who were rated minimally effective or ineffective on their 2023-2024 year-end evaluation;

3. all teachers who were rated as needing support or developing on their most recent year-end evaluation;

4. at the discretion of the District when performance deficiencies are noted.

F. The evaluation system adopted by the District will include classroom observations of at least 15 minutes which will include, at minimum, a review of the teacher's lesson plan and the state curriculum standards being used in the lesson, and a review of the student engagement in the lesson.

1. Within a reasonable time after the observation, the evaluator will conduct a post-observation meeting with the teacher during which the evaluator and teacher will discuss the observation including the teacher's lesson plan, and the state curriculum standards used in the lesson, and student engagement in the lesson

2. The District will conduct at least two classroom observations of each teacher during the school year. The District agrees that at least one of the classroom observations will be scheduled in advance with the teacher, and the District agrees that not more than one observation during the school year will be unscheduled.

3. Not more than 30 calendar days after the observation, the evaluator will provide the teacher with written feedback from the observation.

G. The evaluation system adopted by the District will include a midyear progress report for any teacher who is the first year of the probationary period, or who received a prior year-end evaluation rating of minimally effective, ineffective, needing support, or developing. The midyear progress report will:

1. Be used as supplemental tool to gauge the teacher's improvement from the preceding school year and to assist the teacher to improve;

2. Include specific performance goals for the remainder of the school year that are developed by the evaluator and include recommended training that would assist the teacher in meeting the performance goals;

3. Include a written improvement plan developed by the school administrator in consultation with the teacher that includes the specific performance goals and recommended training that are designed to assist the teacher in improving their rating.

H. In accordance with section 1229(1)(g), MCL 380.1229(1)(g) a teacher will not be assigned an evaluation rating and will be designated as unevaluated for the school year if any of the following apply:

1. The teacher worked less than 60 school days during the school year;

2. There were extenuating circumstances that were known to the District administration and, as a result of those extenuating circumstances, the District agreed to designate the teacher as unevaluated.

A teacher who is unevaluated shall receive the year-end evaluation rating from the school year immediately before the year in which the teacher was unevaluated.

I. A teacher may request a review of their year-end evaluation and their assigned rating by the Superintendent. A review will occur only if the request for review is submitted to the Superintendent within 30 calendar days after the teacher is informed of the rating. A written response describing the Superintendent's findings will be provided by the Superintendent to the teacher within 30 calendar days after the Superintendent's receipt of the request for review.

J. Beginning with the 2023-2024 school year, if a non-probationary teacher is rated as effective on their three most recent consecutive year-end evaluations, the teacher will only be evaluated biennially. However, if the teacher is not rated effective on one of these biennial evaluations, the teacher will return to an annual evaluation cycle, which will include the provision of a year-end evaluation each year.

K. Except as is set forth in section 1229 of Michigan's Revised School Code, MCL 380.1229(1)(l)(iii), the teacher evaluation system, including, but not limited to, the evaluation tool, process, and rating is not arbitrable and no arbitrator shall have any jurisdiction over the teacher evaluation system, including, but not limited to, the evaluation tool, process, and rating.

L. As used in this Article 12, "teacher" means an individual who has a valid Michigan teaching certificate or authorization who is engaged to teach under section 1233b in Morenci Are Schools and who is assigned by the District to deliver direct instruction to students in any grade K-12 as a teacher of record.

M. This Article 15 does not apply to any individual recognized as being covered under this Agreement but who is not a teacher as defined in Article 15, Paragraph L.

Article 17: Teacher Placement, Vacancy, Layoff, Recall, or Other Reorganization of the District

The District and Association recognize and agree that determinations regarding the size and scope of the workforce, hiring of personnel, placement of personnel, and personnel reductions are within the sole discretion of the Board. The Board acknowledges the value of input from its teaching personnel and, to

the extent that the input complies with this Article 17, District Board Policy, and applicable law, the Board agrees to consider teacher input in personnel decisions.

A. Vacancy – Notice of vacancy shall be posted on the District's website and the District will send a link to the posting to all staff within two business days. Any interested candidates should contact their administrator to share their interest and complete the online internal application.

B. Teacher Placement – The Association and Board agree that the appropriate placement of effective teachers is an essential component in promoting student academic growth, educational outcomes, and quality educational services. The District may make personnel placement decisions at their discretion consistent with this Article 17 and the Agreement. Placement includes, but is not limited to, assignment, transfer, or the filling of a position with current staff or newly hired teachers. Placement does not include reduction in force or recall decisions.

Consistent with section 1248 of Michigan's Revised School Code, MCL 380.1248, teacher placement decisions shall be based on the following clear and transparent measures:

1. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.

2. Appropriate certification, approval, or authorization for all aspects of assignment.

3. Teacher's most recent effectiveness criteria established by section 1249 of the Revised School Code, District Board Policy, and one or more of the following criteria:

    a. The teacher's effectiveness as measured under the performance evaluation system used by the District.

    b. The teacher's length of service in a grade level or subject area.

    c. The teacher's disciplinary record.

    d. Relevant special training that has been completed and successfully integrated into instruction in a meaningful way by the teacher. Professional development or continuing education that is required by the District or state law is not relevant.

    e. Recency of relevant and comparable teaching assignments.

    f. The teacher's prior effectiveness ratings.

    g. The teacher's attendance and punctuality.

    h. The teacher's demonstrated rapport with colleagues, parents, and students.

    i. The teacher's ability to withstand the challenges of the teaching profession.

j. The teacher's demonstrated commitment to educator ethics.

k. The teacher's demonstrated compliance with state and federal law and the District's Board Policies.

4. Seniority may be considered by the District as a tiebreaker if a teacher placement decision involves two or more teachers and all other factors distinguishing those teachers from each other are equal.

5. Article 17, paragraph B only applies to those teachers who have a valid Michigan teaching certificate or authorization or who is engaged to teach under section 1233b; who is employed, or contracted for, by the District; and who is assigned by the District to deliver direct instruction to pupils in any of grades K to 12 as a teacher of record.

6. The placement of all personnel who do not meet the definition of "teacher" as set forth in paragraph (A)(5) above shall be made at the sole discretion of the District.

7. Vacancies may be filled by a certified and qualified internal or external candidate consistent with Board Policy and applicable law. The District shall have full discretion to assign teachers to cover employee absences consistent with business necessity and operational needs.

8. Teacher placement decisions shall not be subject to arbitration and an arbitrator shall have no jurisdiction over teacher placement decisions.

B. Reduction in Force – When making program and staffing decisions resulting in the elimination of a teaching position, the Board will retain the most effective classroom teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The Board has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions. Decisions about the reduction of teachers will be guided by the following criteria:

1. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s).

2. A probationary teacher rated as effective or highly effective on the teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured teacher solely because the other teacher is tenured under the Teachers' Tenure Act.

3. Teachers must be properly certified, approved, or authorized for all aspects of their assignments.

4. Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on consideration of one or more of the following factors:

   a. The teacher's most recent effectiveness as measured under the performance evaluation system used by the District.

   b. The teacher's length of service in a grade level or subject area.

   c. The teacher's disciplinary record.

   d. Relevant special training that has been completed and successfully integrated into instruction in a meaningful way by the teacher. Professional development or continuing education that is required by the District or state law is not relevant.

   e. Recency of relevant and comparable teaching assignments.

   f. The teacher's prior effectiveness ratings.

   g. The teacher's attendance and punctuality.

   h. The teacher's demonstrated rapport with colleagues, parents, and students.

   i. The teacher's ability to withstand the challenges of the teaching profession.

   j. The teacher's demonstrated commitment to educator ethics.

   k. The teacher's demonstrated compliance with state and federal law and the District's Board Policies.

5. Seniority may be considered by the District as a tiebreaker if a teacher reduction decision involves two or more teachers and all other factors distinguishing those teachers from each other are equal. Seniority shall be defined as the teacher's first working day in the school district. Seniority shall mean years of uninterrupted continuous service with Morenci Area Schools. In circumstances of more than one individual having the same seniority all individuals so affected will participate in a drawing to determine placement on the seniority list if a layoff is required. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and association representatives to be in attendance.

   Continuous Service shall be interrupted when a teacher resigns, retires or is discharged. Continuous service shall not be interrupted by an approved Leave of Absence, layoff or administrative service but seniority shall not accumulate while in this status except as provided in Article 11, N, O, and P. If a bargaining unit member fills an administrative position on a temporary basis, then that member's

seniority shall accumulate while in that status. Temporarily shall be defined as not to extend beyond the current year.
A seniority list of all teachers shall be prepared by the Board by November 11th and verified by the Association.

6. Article 17, paragraph B above only applies to those teachers who have a valid Michigan teaching certificate or authorization or who are engaged to teach under section 1233b; who are employed, or contracted for, by the District; and who are assigned by the District to deliver direct instruction to pupils in any of grades K to 12 as a teacher of record.

7. The reduction of all personnel who do not meet the definition of "teacher" as set forth in paragraph (B)(vi) above shall be made at the sole discretion of the District.

8. Decisions regarding reductions in force shall be within the complete control of the District, shall not be subject to arbitration, and an arbitrator shall have no jurisdiction over decisions related to the reduction in force of teachers.

9. The Association will be notified of the Superintendent's intent to recommend a reduction in classroom teachers at least five (5) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive written notice at least ten (10) business days before the effective date of the layoff.

C. Recall – Teacher recall decisions made by the District will be made in accordance with the following:

1. A teacher is eligible for recall for a period of 12 months from the date that the District implemented the reduction in force.

2. The District will identify any academic level(s) or department(s) where a teaching vacancy occurs.

3. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign teachers to fill vacancies.

4. After or in lieu of any reassignment of existing teaching staff, the District may, at its discretion, recall a laid-off teacher who is certified and qualified for the vacancy, provided that the laid-off teacher was rated at least effective on their most recent year-end evaluation.

5. If more than one laid-off teacher is certified and qualified for the vacancy and received at least an effective rating on their most recent year-end evaluation, the District shall use the following procedures to determine which teacher(s) shall be recalled:

    1. The teacher's effectiveness as measured under the performance evaluation system used by the District.

2. The teacher's length of service in a grade level or subject area.

3. The teacher's disciplinary record.

4. Relevant special training that has been completed and successfully integrated into instruction in a meaningful way by the teacher. Professional development or continuing education that is required by the District or state law is not relevant.

5. Recency of relevant and comparable teaching assignments.

6. The teacher's prior effectiveness ratings.

7. The teacher's attendance and punctuality.

8. The teacher's demonstrated rapport with colleagues, parents, and students.

9. The teacher's ability to withstand the challenges of the teaching profession.

10. The teacher's demonstrated commitment to educator ethics.

11. The teacher's demonstrated compliance with state and federal law and the District's Board Policies.

6. Seniority may be considered by the District as a tiebreaker if a teacher recall decision involves two or more teachers and all other factors distinguishing those teachers from each other are equal.

7. Article 17, paragraph C above only applies to those teachers who have a valid Michigan teaching certificate or authorization or who is engaged to teach under section 1233b; who is employed, or contracted for, by the District; and who is assigned by the District to deliver direct instruction to pupils in any of grades K to 12 as a teacher of record.

8. The recall of all personnel who do not meet the definition of "teacher" as set forth in paragraph (C)(vii) above shall be made at the sole discretion of the District.

9. Decisions regarding teacher recall shall be within the complete control of the District, shall not be subject to arbitration, and an arbitrator shall have no jurisdiction over decisions related to the reduction in force of teachers.

10. A teacher who is laid off and who is paid unemployment compensation chargeable to the District during the summer immediately following a reduction in force and who is recalled on or before the beginning of the next school year will be paid according to an annual adjusted salary rate such that the employee's unemployment compensation received plus the adjusted annual salary rate will be equal to the annual rate of salary the employee would have earned for the school year had the employee not been laid off.

11. The district shall give notice of recall.

12. A seniority list of all teachers shall be prepared by the Board by November 11th and verified by the Association.

Article 18: Continuity of Operations

A. During the term of this Agreement, neither the Association nor any person acting in its behalf nor any individual teacher covered by this contract will cause, authorize or support, nor will any Association members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from their position, or stoppage of work or abstinence in whole or in part from the teachers' duties of employment for any purpose whatsoever). It is further agreed the Association will not request any other organization to place a sanction of any form on the Morenci Area School District.

B. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly nor indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of their contractual duties or who refuses to participate in any activities prohibited by this Article.

C. The Board and the Association agree that during the period of this Agreement they will not, either directly or indirectly engage in or assist in any unfair labor practices as defined by the Public Employment Relations Act.

D. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by Acts of God.

E. Notification of canceling of classes shall be given via alert message, radio, and television.

Article 19: Professional Compensation

A. The basic salaries of teachers covered by this Agreement are set forth in APPENDIX A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

B. A teacher's hourly rate is determined by dividing their annual salary by the current teacher

workdays then dividing that amount by the current number of working hours.

C. Employees accepting extra duty assignments as provided for in APPENDIX B of this Agreement shall be compensated according to said schedule unless a deviation is mutually agreed to by the Association and the Board.

D. Teachers required in the course of their work to drive their personal automobile from one building to another, or on field trips or school business may be reimbursed by the IRS rate.

E. The salary and fringe benefits of part-time employees shall be on a prorated basis.

G. Full-time salary is based on the actual instructional class time per instructional day. Teachers working less than full-time for attending in-service workshops, staff meetings and/or any other functions required by administration will be compensated at their instructional rate or the teacher may elect to use compensatory time.

H. Teachers will be paid for a one-way trip only unless they must make a return trip to teach another class. The following distances are agreed to:

1. Secondary buildings to/from Elementary – 1/4 mile.

2. The mileage documentation must have the building Principal's signature and be submitted to the central office by the last day of school.

3. Travel time will be re-negotiated when building sites change.

I. The Prep Time/Comp/Tutor rate of $40.00, as found in Appendix B, is paid for teachers who substitute on their prep period. Teachers must select either the $40.00 rate per period or compensatory time on the District Comp Form. Once the selection is made by the teacher, and authorized by administration, it cannot be altered. A period at the high school and middle school is defined as one class period. A period at the elementary is defined as any designated time when "specials" (Art, PE, Music, etc.) are covered by the regular classroom teacher. If a teacher selects the rate of $40.00, this will be paid within two pay periods. If a teacher selects the compensatory time, a maximum of 2 days of comp time can be accrued and they will have until the end of the school year (upon subbing the final section/class that completes a full comp day) to use any accumulated compensatory days. Compensatory days cannot be used during the last 5 days of school. Any unused days will be lost at the end of the school year.

J. If an Elementary, Middle or High School teacher agrees to teach more than the normal teaching load as set forth in Article 8, teachers shall receive additional compensation as defined below.

1. If the instruction time is for at least a semester and is equal to or greater than one period the following formula will be used to calculate the additional compensation:

Salary / # of Contract Days X Total Prep Minutes Per day / Total Daily Instructional minutes X Number of days in semester = total additional comp

For Example

$\left(\frac{38617}{184}\right) X \left(\frac{50 \text{ min}}{380}\right) X$ 90 days = $2493.37

$\left(\frac{57925}{184}\right) X \left(\frac{50 \text{ min}}{380}\right)$ X 90 days = $3728.61

K. The Board of Education will grant those teachers who do not use any leave time a $200 stipend on the last pay of June.

L. Teachers shall receive the following insurance as stated in Article 20: Insurance. The Board assumes the responsibility of paying toward the premiums for a twelve (12) month period from September through August for the employee and their legal dependents. All other conditions of responsibility will be between the carrier and the employee. Any claims settled between the employee and the carrier shall not be subject to the grievance procedure.

Article 20: Insurance

Insurance Coverage (PAKS A, B, C, D, and E) shall be through Lenawee County Health Consortium and the Board shall provide each teacher with a choice of one of the following MESSA PAK insurance coverages for the teachers and their eligible dependents, as selected by the teacher, subject to the applicable teacher contribution requirements specified below. PAK offerings may change in accordance of the Lenawee County Health Consortium.

Enrollment for insurance coverage will be October 1st through October 15th annually.

PAK A: MESSA Choices
Saver RX
$500/$1,000 deductible
OV/UC/ER $20/$25/$50
VSP 2 Silver
Dental 100/80/80% 1,500 annual max Class I, II, III;
Class IV 80, $1,500 lifetime max
$45,000 Life and AD&D

PAK B: No Medical
VSP 2 Silver

Dental 100/80/80, $1,500 annual max Class I, II, III:
80 Class IV $1,500 lifetime max
$50,000 Life and AD&D

PAK C: MESSA ABC Plan 1
ABC RXX
$1,300/$2,600 and $2,500/$5,000
No co pay
VSP 2 Silver
Dental 100/80/80, $1,500 annual max Class I, II, III:
Class IV 80, $1,500 lifetime max
$45,000 Life and AD&D

PAK D: MESSA ABC Plan 2
ABC RX
No co pay
$2,000/$4,000 and $4,000/$8,000
VSP 2 Silver
Dental 100/80/80, $1,500 annual max Class I, II, III:
Class IV 80, $1,500 lifetime max
$45,000 Life and AD&D

PAK E: MESSA Choices
Saver RX
$1,000/$2,000 deductible
OV/UC/ER $20/$25/$50
VSP 2 Silver
Dental 100/80/80% 1,500 annual max Class I, II, III;
Class IV 80, $1,500 lifetime max
$45,000 Life and AD&D

LTD for all PAKs
66 2/3 Max $6,000
90 Calendar Days Modified Fill
Alcohol/Drug and Mental/Nervous-same as any other illness
Social Security Offset Primary
No COLA

The Board contribution toward the monthly premium for PAK A, PAK C, PAK D, or PAK E will be "hard cap" amounts pursuant to Public Act 152 of 2011 for medical/health insurance

coverage only (not including LTD, Dental, Negotiated Life, and Vision).

A. The teacher shall contribute any cost above the "hard cap" to pay the premium cost in full. The teacher's contribution shall be payroll deducted with one half of the monthly contribution deducted on the first payroll of the month preceding the date the premium is due to the insurance provider with the second half deducted on the second payroll of that month.

B. Each bargaining unit member must elect to be covered by either PAK A, PAK B, PAK C, PAK D or PAK E, as specified above.

C. Teacher selecting PAK B will receive a cash stipend equal to the single person "hard cap" amount per month plus $50.00 (to be adjusted annually, as consistent with Public Act 152 of 2011) for the duration of this Agreement.

D. If a member opts to not avail themselves and their dependents of Board provided health insurance coverage, they shall be compensated by the Board with a contribution towards MESSA options, cash, or any other IRS approved contribution.

E. Teachers electing PAK B will pay 10% of the cost of the premium for their Pak coverage.

F. The Association will be allowed to select the effective date, the MESSA Plans and benefit healthcare coverage with a thirty (30) day notification period to the district

G. For the teacher not electing health, dental and vision, they will need to sign an annual document showing they have health, dental, and vision from another source.

H. The contribution for the State Teacher Retirement Fund shall be paid by the Board of Education.

I. Teachers shall be placed on the salary schedule at half steps unless they teach for a full semester or more. Part-time teachers must teach at least one-half time for a full year for a semester credit. (September 1st anniversary date for payroll.)

J. After ten (10) years of service in the Morenci Area Schools, and upon retirement from teaching (under the State System), the Board agrees to pay the accumulated paid leave days (not to exceed 130 days), at the rate of $70, which is half of the current substitute teacher pay per day. The $70 rate will be locked in for the length of the contract.

1. The unused paid days will be converted to paid days The employee can elect to have payment made to no more than 2 options including 403 (b), 457, or a Health Savings Account. The paid days' payment by the Board will constitute employer contribution under 403 (b) of the Internal Revenue Code (IRC), 457 regulations, and health saving accounts

regulations and within its guidelines.

2. The teachers will not have the option of receiving cash.

3. The Board will assist the retiring teacher with the appropriate paperwork for the 403(b) plan and the deposit of the paid days.

K. The Board, in its sole discretion, may periodically consider offering a retirement incentive. The Board will discuss specifics of the incentive with the Association prior to general distribution to the staff.

Article 21: Special and Student Teaching Assignments

A. The Board will maintain a substitute list and will arrange for a substitute in the absence of a teacher. If a substitute cannot be hired, the administration has the right to place regular teachers in the substitute's role on a rotating basis.

B. Teachers who voluntarily accept the assignment of student teachers shall be known as "supervising teachers." Such supervising teachers shall possess a minimum of a Bachelor's Degree in academic preparation and shall meet the qualifications of the placing institution. The parties recognize that these student teachers are not covered under Public Act 379 of 1965.

C. Supervising teachers shall work directly with the University program coordinator and the principal to assist in developing extensive opportunities for the intern teachers to observe and practice the arts and skills of the profession.

D. The Association agrees to accept intern teachers as honorary members during their internship and include them in appropriate meetings and activities of the Association.

E. The Board agrees to provide intern teachers with texts, guides, building policies, and a copy of this Agreement to assist them during this period.

F. The supervising teacher shall file a written report and evaluation with the college coordinator and the building Principal as often as the college program requires.

G. The supervising teacher will not be disciplined for student teacher evaluations of the student teacher.

Article 22: Student Discipline and Teaching Protection

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers

with respect to the maintenance of control and discipline in the classroom. 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 reasonable steps to provide such services.

1. The Building Principal and the teacher will mutually develop a Behavior Response Plan and will amend any changes in the Behavior Response Plan.

2. All teachers will receive a copy and any changes of the Behavior Plan.

B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use reasonable force as is necessary to protect themselves from attack or to prevent injury to any other person.

1. A teacher may remove a student from one class, subject, or activity for up to one day (Act 451 of 1976, 380.1309. (1), when the grossness of the offense, the persistent misbehavior or violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal, as promptly as their teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class within the class period. Consultation between the principal, parent, student, and teacher will be held before a pupil shall be returned to class. Consultation between the principal and a teacher will be held as soon as possible for pupils in the elementary grades.

2. Procedure for suspension or expulsion of students from school shall be distributed to students, teachers and parents each year. School authorities will endeavor to achieve collection of student misbehavior through such counseling and interviews with the child and their parents as may be warranted.

3. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide counsel to advise the teacher of their rights and obligations with respect to such assault with paid release time if needed. The Board will notify teachers immediately in the case of threats to safety and well-being or property of a teacher.

4. If any teacher is complained against or sued as a result of any action taken by the teacher while in their employment, whenever possible, the Board will provide all necessary assistance to the teacher in their defense and will cooperate with the Association in their efforts. Teachers will receive a copy of the written complaint within five (5) business days of receipt of the written complaint. The Board will allow teachers to initially handle all complaints. If a complaint is found unwarranted, the complaint will not be part of the teachers' personnel files and/or personnel records. Complaints will be kept confidential, except as required by law.

5. Time lost by a teacher in connection with a civil action by a student/parent for assault on a teacher will not be charged against the teacher.

6. The foregoing provisions shall be subject to the condition that the teacher has been acting in an ethical manner in the pursuit of their employment and in accordance with this contract, the reasonable policies of the Board of Education and all ordinances and statutes of the State of Michigan and local municipalities.

7. Teachers will not be required to search for weapons or bombs. Teachers will not be required to disarm or detain an intruder.

Article 23: Negotiation Procedures

A. The Association may designate a teacher in each school building as Building Representative. The Principal and the Building Representative shall, if either party so requests, meet at least once each month, for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.

B. Representatives of the Board and Association's bargaining committees may meet after school, for the purpose of reviewing the administration of the Contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure. Each party will submit to the other, two days prior to the meeting, an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

C. Between February 1st and before February 15th of the final year of this Agreement the parties shall initiate negotiation for the purpose of entering into a successor Agreement for the forthcoming year. Within three (3) days of receipt of an Association request for a negotiations meeting, the Board will respond in writing, indicating acceptance of the date proposed, or suggesting two (2) alternate dates acceptable to the Board, such dates to fall no more than ten (10) calendar days later than the date proposed by the Association.

D. The place of all meetings shall be the Board of Education Meeting Room unless otherwise mutually agreed.

E. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

F. If the parties fail to reach agreement in any such negotiations, either party may invoke the

mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

G. After ratification of the final agreement by both parties, their representatives shall attach their signatures to the ratified Agreement within twenty-four (24) hours of ratification.

H. There shall be three (3) signed copies of the final Agreement for the purpose of record. One (l) shall be retained by the Board, one (1) by the Association, and one (1) by the Superintendent.

I. If an Emergency Financial Manager is appointed by the state under Public Act 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in their sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

Article 24: Miscellaneous Provisions

A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and responsibility are set forth in this Agreement. The Board and the Association will negotiate any changes and compensation in Appendix B positions prior to implementation or deletion of positions.

B. Any individual contract between the Board and the individual teacher, executed shall be subject to and consistent with the terms and the conditions of this Agreement. Any individual contract executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If any individual contract contains any language inconsistent with this Agreement, this Agreement (during its duration) shall be controlling. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.

C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

D. All teachers covered under this Agreement who participate in the independent production of media, publications, or other produced education material shall retain residual rights (if any) should they be copied, written, or sold by the District.

E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions

or applications shall continue in full force and effect.

F. Copies of the Agreement titled "Master Agreement Between the Board of Education of the Morenci Area Schools and the Hillsdale-Lenawee County Education Association" shall be available on the district's website within thirty (30) days after this Agreement is signed.

G. The parties have negotiated this Agreement in a good faith attempt to comply with PERA. If duly authorized State Officials determine that this Agreement is not in conformance with PERA and thus disqualifies the Board from receipt of "Best Practice" or other funding the parties agree to commence immediate negotiations.

Article 25: Master/Mentor Programs

A. Classroom teachers in their first three (3) years of teaching will be provided with a master/mentor (mentor) teacher. Mentor teachers will be a tenured teacher. No member of the bargaining unit shall be involuntarily assigned to serve as a master/mentor teacher for purposes of compliance with Section 1526 of the Michigan School Code. Provided, however, that this shall not preclude any bargaining unit member from voluntarily serving in such capacity, should they so desire.

B. The mentor-mentee relationship will be professional to offer guidance and to develop leadership by the mentor.

C. The mentoring process will ensure that collection of documentation is prohibited and shall not under any circumstances become part of the evaluation process. The mentor is not a supervisor. The mentor/mentee will not be required to testify against one another or any other requirements of a negative fashion.

D. The mentor and mentee will work together for three (3) years unless the mentor, mentee, or administration request a change.

E. The mentor-mentee shall be a collegial relationship and neither shall be involved in the evaluation of the other.

F. The mentor will be provided an annual stipend. See Appendix B.

Article 26: Duration of Agreement

This agreement shall be effective July 15, 2024 and shall continue to be in effect until June 30, 2027.

The Board and Association agree that on or before June 1, 2025, the Board and Association will open this Master Agreement for the exclusive purpose of negotiating changes to Appendix A of the Master Agreement, salary schedule, and changes to Appendix B of the Master Agreement, athletic and extracurricular activity advisor compensation.

The Board and Association agree that except for those areas which are expressly described above, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly, waive the right, and each agree that the other shall not be obligated to bargain collectively as to any other subject or matter of compensation, personnel decisions, or any other matter that is both specifically referred to or covered in this Agreement.

EDUCATION ASSOCIATION

By: Melissa D Elliott
Melissa Elliott, President

By: Tatum Penrod
Tatum Penrod, Vice President

By: Jonathan Boesger
Jonathan Boesger, Treasurer

By: Heather Walker
Heather Walker, Negotiations

By: _____

By: _____

BOARD OF EDUCATION

By: Heather Sarnac
Heather Sarnac, President

By: Jodi Kruse
Jodi Kruse, Vice President

By: Rebecca Berger
Rebecca Berger, Secretary

By: Scott A Merillat
Scott Merillat, Treasurer

Dated this 15th day of July, 2024

APPENDIX A

All teachers working during the 2024-2025 school year shall be eligible for a longevity payment in the amount of $1384. This will be paid in 2 installments as detailed below:

- $692 shall be paid on the first pay of December
- $692 shall be paid on the 21st pay of the year (June)

The longevity payment shall be prorated for employees who commence employment after the beginning of the school year. Employees who are terminated or resign prior to the end of the school year will not be eligible for the longevity payment and the district will withhold any longevity payments paid to the employee prior to their termination or resignation from their last paycheck.

2024/2025 WITH STEP

STEP	BA	BA + 20	MA	STEP
0	$38,617	$39,168	$39,720	0
1	$39,720	$40,272	$40,823	1
2	$40,548	$41,099	$41,651	2
3	$41,375	$41,927	$42,478	3
4	$42,133	$42,695	$43,256	4
5	$42,905	$43,477	$44,048	5
6	$44,133	$44,685	$45,237	6
7	$44,929	$45,490	$46,052	7
8	$45,739	$46,309	$46,882	8
9-11	$46,892	$47,443	$47,995	9-11
12-14	$49,650	$50,202	$50,753	12-14
15-17	$52,408	$52,960	$53,512	15-17
18-20	$55,167	$55,718	$56,270	18-20
21-23	$57,925	$58,477	$59,028	21-23
24-26	$60,683	$61,235	$61,787	24-26
27 +	$65,097	$65,648	$66,200	27 +

2014/2015 ATHLETIC SALARY SCHEDULE

STEP	BA	BA + 20	MA	STEP
0	$37,169	$37,690	$38,795	0
1	$38,896	$39,440	$40,597	1
2	$40,099	$40,659	$41,850	2
3	$41,336	$41,915	$4,314	3
4	$42,614	$43,210	$44,477	4
5	$43,931	$44,545	$45,851	5
6	$45,289	$45,922	$47,268	6
7	$46,688	$47,341	$48,729	7
8	$48,852	$49,536	$50,988	8
9	$50,362	$51,067	$52,563	9
10	$51,918	$52,645	$54,187	10
11	$53,522	$54,271	$55,862	11
12	$55,176	$55,948	$57,588	12
15	$59,173	$60,001	$61,761	15
17	$61,002	$61,855	$63,669	17
20	$62,887	$63,768	$65,636	20
22	$64,830	$65,737	$67,664	22
25	$66,774	$67,709	$69,695	25

APPENDIX B

1. The percentage of the athletic stipend will be based on the 2014-2015 Salary Schedule at the BA lane, and experience of coaching in a sport. The schedule B salary schedule shall be unfrozen effective in the 2024-2025 school year, allowing for advancement to step 5.

2. The parties agree to grand-person current employees who have over ten (10) years coaching experience with Morenci Area Schools beginning with the 2002-2003 stipend.

Varsity Football (1)	12%	Advisor-Senior Class (2)	$1,150
Asst. Varsity Football (2)	9%	Advisor-Junior Class (2)	$750
JV Football (1)	9%	Advisor-Sophomore Class (2)	$500
Asst. JV Football (1)	7.5%	Advisor-Freshman Class (2)	$500
Varsity Boys Basketball (1)	12%	Art Club	$400
Varsity Girls Basketball (1)	12%	Band-Marching	$3,700
JV/Asst. Boys Basketball (1)	9%	Camp-5th Grade	$400
JV/Asst. Girls Basketball (1)	9%	Green Earth Club	$650
Varsity Volleyball (1)	9%	Volunteer Club	$1,150
JV/Asst. Volleyball (1)	6%	Teacher Mentor	$400
Freshman Teams	5%	National Honor Society	$1,000
HS Sideline Cheer (1)	4%	Play or Musical	$950
Varsity Competitive Cheer (1)	6%	Safety Patrol	$500
Varsity Wrestling (1)	9%	Yearbook High School	$1400
Varsity Golf Boys/Girls (1)	6%	Summer School (/hr)	$40
Varsity Baseball (1)	9%	Science Olympiad/Science Fair	$500
JV/Asst. Baseball (1)	6%	Detention Supervisor (/hr)	$40
Varsity Softball (1)	9%	Student Council-High School	$750
JV/Asst. Softball (1)	6%	Student Council-Middle School	$500
Varsity Track & Field Girls/Boys (1)	9%	MTSS/DIT Coordinator	$3000
Asst. Track & Field Girls/Boys (2)	6%	BIT Coordinator 1 EL 1 MSHS	$540
Varsity Cross Country Girls/Boys	6%	BIT team member 4 EL 4 MSHS	$360
Varsity Bowling Girls/Boys (1)	6%	Prep time/Comp/Tutor (/hr)	$40
MS Football (2)	5%	Breakfast/Lunch Supervision	$28.33
MS Boys Basketball (2 teams)	5%	Success Coach (/hr)	$18.75/19.31
MS Girls Basketball (2 teams)	5%	Success Coach Assistant (/hr)	$13.52/13.92
MS Volleyball (2 teams)	4%	Weight Room Supervisor	$1450
MS Competitive Cheer (1)	5%	JV/Varsity Power Lifting Club	$750
MS Track and Field Girls/Boys (2)	5%		
MS Wrestling (1)	4%		
MS Softball (1)	4%		
MS Baseball (1)	4%		
MS Sideline Cheer (1)	3%		
MS Cross Country Girls/Boys (1)	3%		