

AGREEMENT

between

MERRILL COMMUNITY SCHOOL DISTRICT

and

**MERRILL EDUCATION ASSOCIATION
(TEACHERS)**

2010-2012

**MERRILL COMMUNITY SCHOOLS
MERRILL, MICHIGAN**

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AGREEMENT

THIS AGREEMENT, entered into this 19th day of January, 2011, by and between the Board of Education of the Merrill Community School District of Merrill, Michigan, hereinafter called the "Board," and the Merrill Education Association, hereinafter called the "Association".

WHEREAS, the Board and the Association have bargained with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the members of the teaching profession shall upon request be given an opportunity to assist in formulating programs designed to improve the educational standards, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined Section II of Act 379, Public Acts of 1965, for all certified personnel including classroom teachers, guidance counselors and librarians (including present library technician), but excluding Superintendent, principals, substitute teachers, future library technicians, and all other administrators and executive personnel. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

ARTICLE II

DUES AND FEES

- A. 1. Any teacher who is a member, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deductions of membership dues in the United Profession (Merrill Education Association, MEA, NEA). Such written authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties, join the Association, or pay a service fee to the union, equivalent to the amount of dues uniformly required of members of the union, including local, state, and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the union, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477:MSA 17.277(7) and at the request of the union, deduct the service fee from the bargaining unit member's wages and remit same to the union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Non members are excused from any

initiation fee and/or special assessments.

2. Dues, initiation fees and representation service fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Association. Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Association, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Association dues and/or initiation fees.
3. The Employer agrees to provide this service without charge to the Association.

B. Remittance of Dues and Fees

1. When Deductions Begin.

Check-off deductions under all properly executed authorizations, for check-off shall become effective at the time the application is signed by the employee and shall be deducted, one-half (1/2) from the first pay and one-half (1/2) from the second pay period of the month and each month thereafter for the first (1st) twenty (20) pay periods.

2. Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated officer of the Association with a list of names of all employees from whom deductions have been made, no later than the fifteenth (15th) day of the month following the month in which they were deducted.

3. The Employer shall notify the Association of the name of employees who have a change in their employment status.
4. The Association agrees to indemnify and save the Board, including each individual School Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board in reference to this Article. If there is misapplication of this Article on the part of the Board, this section will not apply.
5. If at any time during the duration of this contract, the Association authorizes, causes, or engages in or sanctions any illegal strike, or work stoppage of any kind, or pickets against the Board of Education, or if there is a refusal to perform the duties of employment by any teacher or teachers, then this section shall become null and void and inoperative during the life of this Agreement.
6. The Association assumes full responsibility for the disposition of money so deducted once it has been turned over to the local treasurer.

ARTICLE III**TEACHER RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under cover of laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reasons of his/her membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The Association and the Board agrees not to discriminate against any teacher for any reason.
- B. The Board and the Association specifically recognize the right of each party to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for business meetings and other meetings approved by the Board or its agent. The Administration, with the assistance of the Association President, will be the sole judge of reasonable hours. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members. Material derogatory to certain staff members or administrators, inflammatory or controversial political statements may not be posted. All material posted, or placed in the school mail system, relating to the official business of the Association shall be signed by a designated teacher organization official. The Association agrees to pay for long distance phone calls, consumable materials and any repair or damage to school property proven to have been caused by Association use.
- D. The Board agrees to furnish to the Association, information which it is legally entitled to, including information necessary to process a grievance. The Board and/or the Administration shall not be required to perform research or analyze functions at the request of teacher groups or the Association. The Association shall pay the reasonable cost incurred by the Board and the Administration in furnishing information requested.
- E. **1. Least Restrictive Environment**

While the parties acknowledge that the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs as determined by an individual educational planning committee (IEPC) on an individual basis.

- a. Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited by the administration in writing to participate in the

individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. Attendance is not mandatory if the IEPC is not held during the member's regular work day as defined by the master contract.

- b. The parties recognize the extent to which a handicapped student can participate in regular education programs and services, and whether such participation can be achieved satisfactorily, will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the handicapped student.
- c. No bargaining member will be threatened, disciplined, reprimanded, punished, discharged, or denied any professional advantage directly or indirectly by the employer, due in any way to the bargaining unit member having (1) made a written or expressed statement of a dissenting opinion at an IEPC meeting.

2. **Medically Fragile Students**

- a. Definition: For the purposes of this article, the term "school health services" shall mean any act or function constituting the "practice of medicine" within the meaning of section 17001 of the Public Health Code (MCL 333.17001).
- b. Any bargaining unit member who provides school health services shall be provided all of the following: (1) a copy of a written medical procedural authorization completed and signed by a licensed physician and the student (or the student's parent/guardian) and the completed "Request for Medical Verification of Health Status and Needs" for the student, (2) appropriate training by a licensed health professional regarding the acts or functions delegated to the bargaining unit member in the authorization and attached procedures. The Employer shall pay all costs in connection with the training, including the time taken by the member to receive the training, calculated on a pro rate basis; and (3) all necessary supplies, if any, and a location or setting appropriate to provide the services (e.g. private when the service is personal).
- c. A bargaining unit member may refuse to perform school health services unless the authorization, medical verification, and training have been provided to the members as required in paragraph b, above.
- d. No bargaining unit member shall be required to provide school health services where to do so would cause the member to touch or view the genital area of a student.
- e. Except in an emergency situation, no bargaining unit member shall be required to provide school health services when: (1) to do so would cause the member to leave other students the member is responsible for supervising.

- f. Any bargaining unit member required to provide school health services to a student shall have the right upon request to receive a copy of the student's multi-disciplinary evaluation team report and IEPC.
- g. The Employer shall provide and maintain liability insurance on behalf of each bargaining unit member who is required to provide school health services. Insurance coverage shall include personal liability in an amount not less than currently set forth in the Employer's insurance policies or one million dollars, whichever is greater.
- h. No bargaining unit member will be threatened, disciplined, reprimanded, punished, discharged, or denied any professional advantage, directly or indirectly by the Employer, its administrators, or representative, due in any way, to the bargaining unit member having: (1) filed a complaint under Part 8 of the Michigan Special Education Rules or with the Office of Civil Rights (OCR), U.S. Department of education; or (2) asserted his/her rights or those of a handicapped/non-handicapped student with respect to the provision of school health services as provided for in this article or by law; or (3) made a written or verbal statement of dissenting opinion at an IEPC meeting.

ARTICLE IV

PROFESSIONAL COMPENSATION

- A. The salaries for teachers covered by this Agreement are set forth in Appendix A.
- B. Any and all assignments under Schedule B are not covered by the basic tenure law, and anyone in these positions serves at the discretion of the Board on a year-to-year basis. Any teacher recommended for removal from a Schedule B position is entitled to have his/her situation reviewed and evaluated by an ad hoc committee comprised of two (2) Association representatives and three (3) Board representatives. Within four (4) weeks after the initial proposal for dismissal, the committee shall make its recommendation in writing to the Board.
- C. The school calendar shall provide for an appropriate number of teacher in-service days that will not exceed state requirements. These in-service days shall be no longer than a regular teacher work day.

For the 2010-2011 and 2011-2012 school years there will be 171 student days and 177 teacher days. On the last teacher day, all teachers are to report and will be released as soon as the teacher completes and submits an end of year checklist.

The Board may call three evening meetings starting no earlier than 5:30 p.m. and ending no later than 8:30 p.m. No meeting shall be longer than two (2) hours in length. These three (3) meetings are per each building. A teacher is free to work out an agreement with his/her building principal, a viable alternative, (educational conferences, etc.) in lieu of one of these evening meetings.

- D. A teacher engaged during the school day in negotiating on behalf of the Association with any

representatives of the Board or participating in any professional grievance negotiations, shall be released from regular duties without loss of salary. The Board has the sole power of calling such a meeting if it is to be held on school time.

- E. The school calendar shall provide for one (1) or two (2) days, if requested by the Merrill Education Association during the year, for the purpose of participating in local or Region 11 meetings of the Michigan Education Association, provided the Association notifies the Board of Education by the end of the previous school year as to which day(s) these meetings will be held. These days are outside the scheduled membership days.
- F. The Merrill Education Association is allowed three (3) paid days for Association business. Two (2) additional unpaid days shall be allowed. No more than two (2) teachers will be released at one time. The Association will reimburse the school district for the cost of the substitute teachers. Three (3) days' advance notice is required.
- G. For the life of this contract, student days, hours of instruction and professional development days will meet, but not exceed State requirements.

ARTICLE V

TEACHING HOURS

- A. All teachers will work a continuous seven (7) hour, thirty (30) minute day including at least a thirty (30) minute, duty-free lunch. In grades 7-12, teachers will teach five (5) instruction periods of no more than 65 minutes. The remaining part of the work day will be used as preparation time. All K-5 teachers will have a duty-free recess as part of the preparation time. K-6 preparation time must be at least equivalent on a weekly average basis to that of the 7-12 grade teachers.
 - 1. No class shall begin prior to 7:30 a.m. nor end after 4:00 p.m. without the mutual agreement of the Board and the Association.
 - 2. Schedules are the responsibility of the Building Principal. Changes in schedules may not be arranged without the approval of the Building Principal.
 - 3. Teachers may leave twenty (20) minutes early on teacher work days if all work related duties are complete.
 - 4. For the 2010-2011 and 2011-2012 school years, students will be in attendance 171 days. Teachers will work 177 days. The teacher work day will be from 7:50 a.m. to 3:19 p.m. Teachers are contracted for 1,325.8 hours a year.
 - 5. If the District reverts back to 181 student days and 185 teacher days, then the teachers' workday will be a continuous seven (7) hours and ten (10) minute day. Teachers will remain contracted for 1,325.8 hours a year.
- B. Teachers will be required to attend one faculty meeting per month, unless excused for a valid reason. These meeting do not include scheduled work days. Faculty meetings will be scheduled no later than

twenty (20) minutes after the normal work day. In the event ending the meeting after forty-five (45) minutes necessitates a continuation, the staff will be given the option of continuing for a maximum of twenty (20) minutes or returning to meet twenty (20) minutes prior to school the following day.

1. Half (1/2) hour meetings once a week will be optional to the teachers and will be used as professional development time required by the State. If a teacher participates in these meetings they would not be required to attend (report on) the professional development days set aside in the calendar during that year for the hours they have put in. The day of the week would be mutually agreeable between MEA and the administration.
 2. The time for curriculum and/or effective schools meetings will be provided through a combination of half (1/2) day student sessions and teacher released time. Substitutes will be provided to allow teachers to attend said meetings. In no case will a teacher be out of his/her classroom more than five (5) instructional days. Any curriculum and/or effective schools meetings scheduled after the teachers' work day will be on a volunteer basis.
- C. In K-6 grades, the normal weekly teaching load will not be more than thirty (30) instruction hours. The remaining time is to be allotted for Auxiliary Educational Functions.
- D. Such additional time may be used by teachers for, but not necessarily limited, to the following:
1. Planning and preparing for classes.
 2. Evaluating pupil progress.
 3. Reporting said evaluations of pupil progress to the school administration and to the parents of their students.
 4. Furnishing essential school-related reports and information.
 5. Evaluating and updating curriculum and other school programs.
- E. Preparation time shall not be used or spent on any unconnected or non-school activity.
- F. Teachers scheduled in a classroom situation any time an assembly is held will attend that assembly in a supervisory capacity.

ARTICLE VI

TEACHING LOADS AND ASSIGNMENTS

- A. Elementary school teachers who will be affected by a change in grade assignment and secondary teachers who will be affected by a change in subject assignment will be consulted and notified by their Principal or Superintendent as soon as possible and prior to August 1st of the contract year.

- B. When each teacher signs his/her individual contract, the teaching assignment he/she will have during the contract period will be specified. The Board or the Administration reserves the right to assign or transfer teachers throughout the year when a temporary crisis arises not to exceed the current school year.
- C. No teacher will have more than four (4) preparations unless no reasonable alternative is available. The Board will discuss combining classes within the same teaching hour with the Association and the teacher involved prior to making a decision. Such decision shall be final unless a reasonable alternative is agreed upon.
- D. Special classes, programs, and professional development assignments when scheduled within the teacher's normal work day shall not be considered an additional preparation under this Article. Such assignments as described above shall not be of any expense to the teacher except when taken for credit.
- E. Upon the written request of the Union, the Board will discuss any future shared time programs with the Union prior to implementation.
- F.
 - 1. The parties agree that a teaching assignment through the medium of interactive television will be on a voluntary basis.
 - 2. It is agreed that two-way interactive television will be an alternative to be used for the instruction of students in the Merrill Community Schools. Teachers are encouraged to develop classes for use in the system. Teacher assignments to teach classes utilizing two-way interactive television will be voluntary for teachers.
 - 3. All credit classes will be taught by persons who meet state requirements. No member of the unit will be laid off as a result of this paragraph.
 - 4. Teachers will be provided with training to teach them methods of instruction for the new system. This training will be at no cost to the instructor.
 - 5. The sending school district shall be the employer.
 - 6. Classes produced shall not be copied or reproduced in any manner so as to cause any teacher to be replaced.
 - 7. Total class size, including students at the originating site district and those at the remote site, shall not exceed thirty (30) students per teacher, per class hour and not more than one original and three remote locations.
 - 8. The use of the two-way interactive television program shall not cause any teacher to be laid off.

ARTICLE VII

TEACHING CONDITIONS

- A. The parties agree that class size should be kept at a sound educational level within building and budget limitations.
- B. The Board shall furnish, upon request, without charge: gym uniforms for all physical education teachers; smocks for art, home economics, industrial arts, science and vocational agriculture teachers; and shall provide, without charge, laundering service therefore.

The Board will also furnish prescription safety glasses for those teachers involved in activities deemed potentially hazardous. Said glasses must be checked in and out on a daily basis at the discretion of the Administration.

- C. The Board recognizes that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association.
- D. Under no conditions shall a teacher be required to drive a school vehicle. Teachers will be paid at the same rate as a regular driver for such trips as they might drive (Drive Time Only). If a teacher's duties require the use of his/her own car, mileage expense will be at the IRS standard mileage rate as of July 1st each year for the following year.
- E. The Board, in any new building program, will include in the building program separate rest rooms for staff and students, and a combination lunchroom/lounge for staff use.
- F. In schools where cafeteria service for teachers is not available, a refrigerator may be installed and must be serviceable from existing facilities.
- G. Adequate parking facilities shall be made available to teachers for their use.
- H. Retirement will follow Federal and/or State statutes.

ARTICLE VIII

VACANCIES AND PROMOTIONS

- A. Whenever a vacancy in any teaching position in the District shall occur, the Board shall publicize the same by giving written notice to the Association President within fifteen (15) calendar days and providing for appropriate posting in every school building. Teachers have fifteen (15) calendar days to apply for such position in writing after the notice is posted. Any teacher may apply for such a vacancy.
- B. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants. The Board shall be the sole judge of qualifications. The Board declares its

support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels when possible and at the discretion of the Board.

- C. Any teacher who moves into an administrative or executive position and later returns to a teaching status shall be entitled to all rights he/she may have had under this Agreement prior to such a move and given credit on the salary schedule in terms of years of experience as well as seniority credit.

Teachers who become administrators, after July 1, 1995, with six (6) or more years of teaching experience may accrue a maximum of an additional six (6) years of seniority in the bargaining unit while an administrator. Teachers with less than six (6) years may accrue a maximum number of additional years equal to the number of years of teaching.

After July 1, 1995

Example A: 15 years teaching plus maximum of six years administrative equals 21 years bargaining unit seniority.

Example B: Three years teaching plus ten years administrative equals six years bargaining unit seniority.

- D. The Board reserves the right to appoint a new teacher from outside the system, or an outside experienced teacher to any open position except in cases of recall from layoff.

ARTICLE IX

TRANSFERS

- A. The parties agree that involuntary transfers of teachers are to be minimized and avoided whenever possible.
- B. In the event that transfers of teachers appear to be necessary, the list of available positions within the school district shall be posted and the Administration will make every effort to honor the requested transfers.

ARTICLE X

LEAVE PAY

A. PERSONAL LEAVE

- 1. For personal leave, teachers may request three (3) days to be deducted from sick leave days. Application for personal leave must be made, in writing, three (3) days in advance of the date requested except in the case of an emergency. The Board reserves the right to refuse personal leave if substitute teachers are unavailable. Ordinarily, personal leave will not be granted the day immediately preceding or the day immediately following a holiday or vacation period or the first or last day of the school year.

2. Unused personal days may be accumulated to a maximum of five (5) days with no more than three (3) days taken in succession.
 3. A teacher will be allowed thirteen (13) days sick leave per year and may accumulate no more than ninety (90).
 4. Upon approval of the Building Principal and the Superintendent, a teacher may be allowed time off without pay. Fringe benefits will terminate at the expiration of thirty (30) days leave under this clause.
- B. If a teacher is absent because of injury or disease compensable under the Michigan Workers' Compensation Law, the teacher shall be permitted to draw from his/her accumulated sick leave allowance the difference from what he/she receives under Workers' Compensation and his/her regular net salary for the duration of the injury or illness. Since sick leave is more per diem than this amount, the financial obligation of the Board would be that number of days until the dollar value of the sick leave pay is exhausted.
- C. A sick leave bank will be established by the Board and the Merrill Education Association, hereafter referred to as the M.E.A.
1. The M.E.A. will contribute on a per-member basis to the establishment of said bank.
 2. A teacher having less than two (2) years seniority in Merrill may be allocated up to thirty (30) days per year from the bank and will not be granted more than sixty (60) days total for two (2) consecutive school years.
 3. A teacher having two (2) or more years of seniority in Merrill may be allocated up to fifty (50) days per year from the bank and will not be granted more than one hundred (100) days total for two (2) consecutive school years.
 4. Application requesting days from the bank must be made in writing to a Sick Leave Bank Committee composed of three (3) representatives of the M.E.A. and two (2) from the Administration.
 5. No one may draw from the bank unless his/her sick leave has been exhausted.
 6. No one may simultaneously draw sick leave benefits and benefits from the L.T.D. Program nor may an employee draw sick pay if they qualify for the L.T.D. program.
 7. A teacher who is eligible for L.T.D. may not draw from the Sick Bank except under the following circumstances:
 - a. The days needed up to fifty (50) to complete the teacher's tenth (10th) year to vest retirement; or
 - b. The days needed up to fifty (50) to complete the teacher's fifteenth (15th) year to vest benefits for spouse and/or dependents; or

- c. The days needed up to fifty (50) to complete the year for purposes of retirement.

When a teacher is on L.T.D., hospitalization coverage shall continue as if the teacher had used the full allowable number of sick bank days (50).

- 8. Further rules and regulations will be established by the Sick Leave Bank Committee.
- D. If an employee, absent because of illness or injury, has exhausted sick leave accrual and sick leave bank, his/her hospitalization benefits will continue throughout the balance of the year.
 - E. If a teacher requests sick leave, a doctor's certificate may be required when deemed necessary by the Administration. In the event of absence of a teacher for illness in excess of five (5) consecutive working days' the Administration may, at its expense, require an examination by an independent physician. Time lost for sick leave, for which the teacher is not paid, shall be based on contracted days.
 - F. The following will clarify the definition and use of compensation time:
 - 1. All compensation time for teaching staff shall be awarded by the building principal upon approval of the superintendent. Employees must submit a time sheet signed by the principal to the superintendent for final approval.
 - 2. Compensation time is defined as time earned for work completed in lieu of monetary reimbursement. This time can be exchanged for a regularly scheduled work day on a one-for one basis.
 - 3. Compensation time regulations
 - a. The principal, with the approval of the superintendent, will define compensation time opportunities in advance of an agreement to complete the assignment.
 - b. Compensation time will be awarded in full-day increments. Six hours of compensation time will equal a full day.
 - c. Compensation time cannot be used on more than two successive days.
 - d. Compensation time cannot be used in conjunction with personal business days or with deduct days in between the compensation time and personal business.
 - e. Compensation time can be used at the discretion of the employee with a 48 hour notice to and approval of the appropriate administrator.
 - f. Compensation time must be used in the similar fashion as personal business days in regards to when they cannot be used.
 - 4. Earned compensation time must be used in the school year it was earned, or the following school year.
 - 5. Examples of Compensation Time Opportunities:
 - a. Scheduling of students before the school year.
 - b. Attendance at conferences or workshops during the summer recess or school year recess. This does not apply if a stipend is paid for attendance.
 - c. Assigned homebound teaching after the regular school day.
 - d. A series of additional duties after the regular school day, during a

- school year recess, during the summer recess.
- e. Assigned as a mentor for a non-tenure teacher.

ARTICLE XI

LEAVE OF ABSENCE

- A. Leaves of absence with pay, chargeable against the teacher's sick leave allowance, may be granted for the following reasons:
 - 1. A maximum of five (5) days per school year for critical illness in the immediate family. Immediate family shall be defined as spouse, children, including legal guardianship, father or mother, spouse's parents, teacher's brother or sister. Supporting evidence may be required under such circumstances.
 - 2. One (1) day when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care.
 - 3. One (1) day for attendance at the funeral service of a relative or close friend not covered in 1. and 2. above.

- B. Leaves of absence with pay, not chargeable against the teacher's sick leave allowance, shall be granted for the following:
 - 1. A maximum of five (5) days per school year for each death in the immediate family. Immediate family shall be defined as spouse, children, father or mother, spouse's parents, teacher's brother or sister. The five (5) days must be consecutive and the teacher must attend the funeral.
 - 2. A maximum of two (2) days per school year for a death of a grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, niece or nephew. The two (2) days must be consecutive and the teacher must attend the funeral. A teacher may apply for up to three (3) additional days to be deducted from his/her sick day bank. A denial of the request will not be subject to the grievance procedure.
 - 3. A leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's salary and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty on which he would have been scheduled to work up to sixty (60) days.
 - 4. Court appearances at the request of the Board of Education.
 - 5. Attendance of educational conferences or conventions, with approval of the Superintendent, in the subject area in which the teacher is engaged. The number of teachers allowed to leave at any one time will be within the discretion of the Administration.

6. One (1) day to take the selective service physical examination and time necessary when held over by military authorities due to no fault of the teacher.

C. Leave of Absence Without Pay

1. A leave of absence, without pay, is obtained only for a special reason such as:
 - a. Poor health not covered under the sick leave provisions of Article X.
 - b. Advanced study related to the teacher's academic field of study.
 - c. Study to meet eligibility requirements for a certificate other than that held by the teacher.
 - d. Study, research, or special teaching assignments involving a probable advantage to the school.
 - e. Service in the Peace Corps.

Such leaves except medical and parent care shall require a ninety day notice. Each request for such leave is made to the Board of Education.

2. Up to one (1) school year may be taken for the care of mother, father, mother-in-law, father-in-law. At least thirty (30) days notice must be given for such a leave. In cases of emergency, the administration may grant parent care leave without the thirty (30) day notice.
3. Leaves of absence without pay for the reason of poor health must be accompanied by a written statement from a doctor setting forth his opinion as to whether the condition of the teacher is such that the teacher is unable to carry out the teacher's regular duties at the School. The Board may require examination from another doctor concerning the condition of the teacher, at the expense of the Board of Education.
4. Leaves of absence under this provision do not exceed one (1) year, but may be renewed at the discretion of the Board.
5. Return from such leave will coincide with the beginning of a semester, and a teacher shall be assigned to the same position, if available, or a substantially equivalent position. On return from leave for study, or leave for service in the Peace Corps, Teacher Corps, and special teaching assignments, a teacher will be given the salary increases for the time spent in the manner provided in this Agreement.
6. If a teacher intends to return to work at the beginning of the first semester, a notice of intent to return to work must be received by the Superintendent not later than June 1st. If a teacher intends to return to work at the beginning of the second semester of any particular school year, a notice of intent to return to work must be filed with the Superintendent no later than

December 1st.

D. Maternity and Child Care Leave

1. Maternity leave without sick leave pay shall be granted to any member of the bargaining unit who becomes pregnant and requests said leave. Such leave shall begin at any time, during the course of pregnancy, as verified by her doctor; and shall continue for the duration of pregnancy and post-partum recovery at which time the teacher shall return to her duties or commence an unpaid child care leave as provided below; or
 2. Any pregnant teacher who continues to perform her duties until, according to her doctor, she becomes physically disabled by her pregnancy or child birth shall be entitled to utilize her accumulated sick leave benefits for the period of disability caused by a pregnancy or child birth under the terms of Article X.
 3. A child care leave without pay shall be granted to any member of the bargaining unit. In the case of pregnant women, the child care leave shall commence at the conclusion of the maternity leave provided in 1. above or the conclusion of the period of disability as provided in 2. above should the teacher elect to utilize paid sick leave.
 - a. If the birth of the child occurs before the end of the first semester, the child care leave shall be for the remainder of the school year, or the remainder of the school year plus one semester.
 - b. If the birth of the child occurs during the second semester, the child care leave shall be up to one year plus the balance of that semester.
 - c. Return will be made to the same or similar position only at the beginning of a semester, unless a staff vacancy occurs earlier and she is qualified to fill that position.
 - d. Other circumstances which warrant earlier re-employment may occur and these will be considered as they occur.
 - e. She will be re-employed whether she is a probationary or tenure teacher, provided she signifies during the first week of the leave that she intends to return.
- E. A teacher absent from work because of mumps, scarlet fever, pink eye, impetigo, measles, chicken pox, scabies and head lice shall suffer no diminution of compensation and shall not be charged with sick leave if it can reasonably be shown that said illness was contracted during the course of employment. Such leave to be granted only on a physician's statement that the teacher suffers from one of the above illnesses with a limit of twenty-one (21) school days.
- F. Insurance premiums will continue on a pro-rated basis of days of employment consistent with the Master Contract. In no case will fringe benefits be continued for less than one (1) month. Teachers on maternity leave may, subject to the terms of the carrier, continue the insurance payments by paying the premiums directly to the school.

- G. Teachers who are officers of the Association or are appointed to its staff may, upon proper application, be given a leave of absence for one (1) year, without pay, for the purpose of performing duties for the Association. Such teacher will be given a leave of absence only if a competent replacement can be found and will be returned only if an opening exists.
- H. Military leaves of absence for one (1) tour of duty shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States, as provided for under the Universal Military Training Act.
- I. The Board of Education may grant a leave of absence without pay only if a competent replacement can be found to any teacher to campaign for and serve in a public office of one (1) term. Such teacher shall be allowed to return to teaching duty only if an opening exists.

ARTICLE XII

INSURANCE

- A. 1. The Employer will provide to the bargaining unit member Choices 2, with a Saver Rx drug card and \$300/\$600 deductible for a full twelve (12) month period for the bargaining unit member and his/her entire family.

Plan B participants shall have Long-Term Disability, Negotiated Life, Vision and Dental through a MESSA plan. The option money shall be \$375 per month towards options, annuities, or cash.

PLAN A For Employees Electing Health Insurance

Health *MESSA Choices II with Saver Rx Drug Card*

Long Term Disability *66 2/3%*
*\$3000 Maximum**
90 Calendar Days-Modified Fill
Pre-Existing Condition Waiver
Freeze on Offsets

Alcoholism / Drug-same as any other illness

Mental / Nervous-same as any other illness

Cost of Living Benefit

Maternity Benefit

Negotiated Life \$20,000 with AD&D

Vision VSP-3

Dental 80/80/50: \$1000

PLAN B For Employees Not Electing Health Insurance

Long Term Disability Same as above

Negotiated Life \$20,000 with AD&D

Vision VSP-3

Dental 80/80/50: \$1000

Option Money *Single*
subscriber rate toward options/annuities

Bargaining unit members not electing MESSA-PAK Plan A will select MESSA-PAK Plan B plus receive \$375.00 per month toward the following options: variable dental option 1, group hospitalization confinement indemnity, term life insurance (AD&D), dependent life insurance, supplemental life insurance, survivor income benefit, MESSA short term disability, approved companies for tax sheltered annuities.

The Board will not pick up any increases or additions to the health insurance program; it will only pay for premium increases in the same coverage. Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

2. The Board agrees to take payroll deduction for tax deferred annuities from the following companies as selected by the Board and Association representatives. Teachers will not be contacted by salesmen during school hours. Open enrollment period will be the month of September.

1. Farm Bureau Insurance Group
2. Equitable Life Insurance Company
3. Merrill Lynch
4. New York Life
5. Penn Mutual

- 6. Prudential
- 7. Sun Insurance Company

Additional TSA carriers may be added if five (5) or more staff members participate (as computer space allows).

- B. If an employee covered by this Agreement leaves the school system for any reason before the end of the school year, his/her insurance terminates on the day of leaving.
- C. The Board shall make payment of insurance premiums for each employee who has completed the contract year to provide insurance coverage for the full twelve (12) month period commencing September 1st of each year and ending August 31st of each year.
- D. There shall be no duplication of insurance within the system.
- E. The Board, by payment of the premiums required for insurance protection, shall be relieved for all liability with respect to the benefits and coverage provided. Disputes between employees and the insurance company are not subject to the grievance procedure established in this Agreement.

ARTICLE XIII

TEACHER EVALUATION

- A. All monitoring of the faculty lounge, classes or any teacher meeting by electronic devices shall be forbidden, unless requested in advance by the teacher.
- B. Each teacher shall have the right, upon request and within five (5) working day's to review in the presence of a supervisor, the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Such request to be made, in writing, to the Principal or Superintendent.
- C. If a teacher is reprimanded, he/she is entitled to request in writing that a member of the Association review the reasons for the reprimand with the school administrator.
- D. Involvement in extra curricular activities shall not be a factor in classroom evaluation.
- E. Prior to the first evaluation, the Board will have available in each building the criteria by which the staff will be evaluated.
- F. All evaluations shall be based upon the Teacher Evaluation Procedures in this contract.
- G. The teacher has the right to request Association representation to be present at any Individual

Development Plan meeting or Individual Assistance Plan meeting.

- H. An effective teacher evaluation system, focusing on the continuous improvement of instruction, is an important component in creating quality educational programs. Evaluation requires teachers to meet established performance expectations while focusing on improving instruction. Teacher evaluation must be continuous and constructive. It is designed to encourage productive dialogue between teacher and evaluator and to promote professional growth and development.

All staff members will be evaluated because the process of evaluation promotes professional growth and development. The emphasis of teacher evaluation is on Professional Growth. Staff members are subject to evaluation by an administrator whenever they have responsibility for students.

Each staff member plays an active role in establishing their goals. Both the supervisor and the staff member have a responsibility to make the goal setting conference productive. The goals should be the outgrowth of a cooperative activity. When agreement cannot be reached, reasonable goals shall be determined by the principal. In most cases, the number of goals should range between one (1) and four (4). The number of goals should be determined by the relevancy and the time and energy required. It is recommended that goals be established in accordance with their potential impact on student learning. The following priorities should be used as guidelines in determining the appropriateness of goals: Teaching Goals-goals centered around teacher behaviors that are directly related to student performance standards. Learner Goals-goals that relate directly to solving a specific learning activity or improving some particular student deficiency. Program Goals-goals related to curriculum implementation, instructional delivery, and assessment. Organizational Goals-goals that deal with specific criteria listed in the District's Teacher handbook as "Performance Expectations."

The staff member and supervisor write a plan that includes the goals and plan of action to accomplish the goals. The plan includes options for measuring progress towards meeting the goals and can be used as a needs assessment for staff development and professional growth.

There are four preferred assessment tools for measuring progress towards goals. They are Reflection Conference, Formal Observation, Artifact Collection, and Student Evaluation (optional for all staff). The key to assessing progress towards goals is the cooperative effort between the supervisor and the staff member in arriving at a method that fits each goal. Certain goals may be so unique that they call for the supervisor and staff person to creatively design an assessment tool to measure a specific goal. This is perfectly acceptable.

Reflection Conference- The supervisor and staff member meet once per semester to discuss progress towards achieving the identified goals.

Formal Observation-Formal classroom observations are made throughout the school year with at least one per semester, either the staff member or supervisor may initiate the formal observation process. The following procedures should be used in formal observations. 1. A pre-observation conference to determine the focus of the observation. 2. A description of the observation should be written and given to the staff member prior to the post conference. 3. A post-conference will be held following each classroom observation within two school days to share information and discuss the observation.

Artifact Collection- Artifacts may include lesson plans, unit planning materials, tests, quizzes, study guides, worksheets, homework assignments, student projects and other materials that are related to

instruction or student performance. Artifacts provide assessment evidence toward goal achievement.

Student Evaluation- Great insight can be gained related to instructional effectiveness and effective classroom procedure by asking students for their reactions and perceptions to questions aimed at producing descriptive information about the classroom and the instruction in that classroom. This assessment tool is optional. The teacher will decide the type and form of instrument to be used, which class to survey, and will score the instrument. Any written information, forms or notes used or made in such appraisal is to obtain descriptive data about instruction and not to rate the staff members. Such information will be reviewed by the staff member to determine the level of instructional effectiveness in the classroom. The results of this appraisal technique would not be included as part of the staff member's annual appraisal report unless the staff member decides to do so.

A FINAL REPORT IS PREPARED JOINTLY BY THE STAFF MEMBER AND SUPERVISOR. The report is a summation of what occurred during the evaluation year, including a summary of the appraisal process, general follow-up recommendations and optional remarks. Signatures represent completion of the process, and not necessarily agreement by the teacher.

Formal Classroom Observation—Each non-tenured staff member must be observed in the classroom a minimum of three times throughout the year, beginning after October 1.

The conduct of all staff members in and around the school buildings and at various student activities is subject to evaluation by the administration.

Artifact Collection- once during the school year, all artifacts used or produced during the teaching of one unit will be collected and reviewed with the supervisor.

Optional Student Evaluations- once during the school year, information may be gathered from at least one class of students, chosen by the teacher, regarding their perceptions of life and work in the classroom.

The goals should be written during or immediately after the conference, and shared with the staff member.

During the actual appraisal period (following the goal setting conference to the time of completion of the final appraisal report) records of the interactions, contacts, activities, and so forth between the supervisor and the staff member should be kept. These would include such things as dates and summaries of observations; records or student evaluations, if any; findings from artifact reviews, and summaries of other training contacts with the staff member. It is generally the recording of any and all contacts or data that are appropriate to the methods agreed upon by the supervisor and the staff member during the goal setting conference.

The Final Appraisal Conference should be held at the end of the appraisal period (the first week in March for non-tenured staff; by the second week in May for tenured staff). It is the concluding activity in the appraisal process. The forms provided in Appendix B should be used to provide a summary of the conference. The highlight of the conference should be the joint discussion of the year's activities, the potential implications for future goal setting, and continued self growth. The summarizing write-up should be done during the conference or immediately afterward. The summary should be a clear

reflection of the discussion during the conference and be shared with the staff member for his or her signature, optional comments and a copy placed in the teacher's file.

ARTICLE XIV

STUDENT DISCIPLINE AND PROTECTION OF TEACHERS

- A. Classroom discipline is basically a professional responsibility of the teacher.

Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom when such discipline is exercised in accordance with the District policies, rules and procedures. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to assist the teacher with respect to such pupil.

- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense if the Board of Education feels he/she has acted in a prudent and just manner.
- D. Time lost by a teacher in connection with any incident mentioned in the Article shall not be charged against the teacher as long as the teacher was acting within the limits established by the Board.
- E. The Board will reimburse teachers in an amount not to exceed a total of Two Hundred (\$200.00) Dollars in any school year for loss or damage or destruction while on duty in the school of personal property of any kind, normally worn or brought into the school when the teacher has not been negligent and to the extent that such losses are not covered by insurance. The term "personal property" shall not cover the effects of normal wear and tear and use. Teachers who bring personal property to the school for classroom use will be reimbursed for damages or loss only if permission is received in writing from the Principal to bring such property into the school. The amount of liability accepted by the school will also be indicated in writing.
- F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if considered serious by the appropriate Administrator, if written into the Teacher's Personnel File, or if used as a basis for reprimanding a teacher.

- G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils' property. They shall not be individually liable except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.
- H. The Board of Education will not discipline or dismiss any teacher except for just cause.

ARTICLE XV

NEGOTIATION PROCEDURES

- 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 all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated. Therefore, the Board and the Merrill Education Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and/or signed this Agreement.
- B. Negotiations for a new contract will commence no later than April 15, 2012.

ARTICLE XVI

GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been to him/her a violation, misinterpretation or inequitable application of a specific provision of this Agreement. Except that the term grievance shall not apply if the teacher selects another method of redress, e.g., the Tenure procedure, Civil Rights Commission, MERC, or etc.
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
3. Failure at any step of this procedure by the Board or its representatives to communicate the decision on the grievance within the specified time limit shall permit the teacher or the Association to lodge an appeal to the next step of this procedure. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of that decision. All time limits in this Article may be extended by mutual consent.
4. For purposes of this Article, day shall mean calendar day, exclusive of Saturday, Sunday, legal holidays, and all other non-attendance days during the school calendar year.

B. PROCEDURE FOR HANDLING:

1. A teacher who feels he/she has a grievance must first take up the matter verbally with his/her principal within five (5) calendar days from when he/she became aware of the alleged grievance. Relief sought in any grievance shall be limited from the date of the first step of the grievance procedure.
2. If this fails to resolve the grievance, the teacher shall reduce the grievance to writing, specifying the section of the contract he/she alleges is violated, the events that caused the alleged violation and the remedy sought and present it to the Principal within ten (10) calendar days of when he/she became aware of the act or condition.
3. Within five (5) days of receipt of the written grievance, the Principal will arrange a conference with the view of satisfactorily resolving the grievance. At the time of the conference, the teacher may appear alone or he/she may be represented by the Association or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.
4. Within five (5) days after such conference, the Principal shall answer the grievance in writing.
5. If the grievant does not accept the Principal's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to him/her within five (5) calendar days from the date of the Principal's written decision. If the grievance arises from the action or authority higher than the Principal of the School, the Association may present such grievance at the Superintendent level within the time limit specified in Section B.1. above.
6. Within ten (10) calendar days of receipt of the written appeal, the Superintendent or his/her designated representative will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of the normal school routine and duties of the teacher.
7. Within ten (10) calendar days, the Superintendent or his/her designated representative shall answer such grievance in writing. Such answer shall be final and binding unless appealed to the next step within ten (10) days from the date of the Superintendent's written decision.
8. At the next Board meeting, the Board shall hear the grievance and shall render a decision on the grievance within ten (10) days of the hearing. The decision of the Board shall be final unless within ten (10) days of receipt of the decision of the Board, the grievant and the Association shall invoke the arbitration provision of this Article, by notifying the Board in writing.
9. At the request of the Association (not the individual teacher), the grievance may be submitted to binding arbitration before an impartial arbitrator. The parties may select an impartial arbitrator within ten (10) days. If an arbitrator is not agreed upon, the dispute may be submitted to the American Arbitration Association, who will submit a list of arbitrators. The decision of the arbitrator from the American Arbitration Association will be binding upon both parties.
10. Only one (1) grievance at a time may be taken to a particular arbitrator.

11. 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 any expense of witnesses or representatives of the other party.
12. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XVII

PROFESSIONAL STUDY COMMITTEE

- A. A Review Committee shall be established.
 - 1. It will be made up of four (4) members of the Association as selected by the Association.
 - 2. They will meet upon petition of either party; said meeting shall be mutually agreed upon during the school year with representatives of the Board and the Superintendent or his/her representative.
 - 3. They will meet to discuss any problems not the subject of a grievance at that time.
 - 4. The sole purpose of these discussions is to provide communication between the Board and the Association and to gain insights and promote understanding. It shall in no way alter this Agreement.
- B. There may be established other Professional Study Committees composed of members selected by the Board and members selected by the Association. The Professional Study Committees shall investigate such professional matters as mutually agreed upon to be beneficial to the school.
- C. The clerical expenses of such committee shall be borne by the Board. Representatives on such committee shall be excused from the performance of other work, up to five (5) hours per week, for the purpose of serving on such committee, if believed necessary by the Administration or Board.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Under normal circumstances, teachers should call to report unavailability for work at least one and one-half (1/2) hours before their scheduled starting time.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher by the school, unless requested by the teacher.
- C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral or written agreement or practices are superseded by the terms of this Agreement. The parties further agree that no oral or written understandings or practice will be recognized in the future, unless committed to writing and signed by the parties as a supplement to this Agreement.
- D. Copies of this Agreement shall be sent via E-mail and printed at the discretion of the teacher. Copies will be printed for signature from both sides.
- E. If any provision or any application of this Agreement shall be found contrary to law, then to the extent

of the conflict, the law shall supersede. All other provisions or applications shall continue in full force and effect.

- F. Teachers are not expected to report for work when school has been called due to inclement weather.
- G. Parties agree to negotiate in the event the current law regarding required number of school days changes.

ARTICLE XIX

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the School District, hereby retain and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States. Such powers and rights shall, by way of illustration, include the right to:

1. Manage and control the school system and its property and facilities.
2. To hire all employees, subject to the provisions of the laws; to determine their qualifications and conditions of their promotion and transfer all such employees.

The exercise of the foregoing powers, rights and responsibilities of the Board and the use of judgment and discretion in connection therewith shall be limited only by the expressed and specific terms of this Agreement.

ARTICLE XX

REDUCTION IN STAFF

- A. The Board of Education will establish the educational curriculum and staffing requirements. Prior to making a reduction in staff, the Board of Education agrees to discuss the matter with the Association.
- B. Seniority shall be defined as length of service as a teacher within the Merrill School District.
 1. Seniority begins on the employee's first working day.
 2. Teachers shall be placed on the seniority list by an impartial drawing separating everyone with the same starting date.
 3. The seniority list shall be used to determine layoff and recall in cases when certification and qualification are equal (as defined in C.).
 4. The seniority list shall be published and posted conspicuously in all buildings of the District by October 15th of each school year. Revisions and updates of the seniority list shall also be published and posted at the beginning of the second semester.
 5. Seniority shall be broken for the following reasons:

- a. If the employee quits
 - b. If the employee is legally discharged.
 - c. If the employee retires
 - d. If the employee is absent for three (3) consecutive working days without properly notifying the employer. (This includes return from sick leave and leaves of absence.)
 - e. If the employee gives a false reason for a requested leave of absence excluding personal leave days.
6. The seniority of part-time teachers shall accrue at the same rate as full-time teachers.
- C. In the event it becomes necessary to reduce the number of teachers needed, the Board shall follow the procedure listed below:
- 1. Probationary teachers shall be laid off first provided there are certified and qualified teachers to replace them.
 - 2. If further reduction is still necessary, then tenure teachers with the least seniority will be laid off first, provided there are certified and qualified teachers to replace them.
 - 3. If these factors are equal, then experience at the grade level or within the subject discipline in the Merrill School District will be the deciding factor.
 - 4. The Association will be given an opportunity to review the layoff list prior to notification to the individual teachers to be laid off. Notice will be mailed within seven (7) calendar days of Board action (not when minutes are approved).
 - 5. If an individual teacher feels that he/she should be retained rather than another teacher scheduled to be retained, it is the teacher's responsibility to bring this to the attention of the Administration within ten (10) days of said notification or there shall be no back pay liability on the part of the Board of Education for a wrongful layoff.
 - 6. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract. Insurance premiums will continue on a pro-rated basis consistent with the Master Contract. In no case will fringe benefits be continued for less than one month. Laid off teachers may, subject to the terms of the carrier, continue the insurance benefits by paying the premiums directly to the school.
 - 7. Teachers who find it necessary to take additional classes to meet the qualifications shall be reimbursed the cost of tuition for the necessary classes according to the following schedule: An "A" in the class equals seventy (70%) percent reimbursement; a "B" in the class equals sixty (60%) percent reimbursement; a "C" in the class equals thirty (30%) percent reimbursement.
 - 8. Qualifications at all levels will be determined by highly qualified status as defined by law.
 - 9. Certification shall be as defined by the State Department of Education.

10. Teachers must possess the qualifications set forth in the applications or grants of any federally or state-funded programs to be eligible to be assigned to such programs.
- D. In the event it becomes necessary to recall laid off teachers, the following procedure shall be followed:
1. Teachers shall be recalled to employment in inverse order of layoff for any position which the teacher is certified and qualified.
 2. Employees who are notified by certified mail of recall and fail to respond within ten (10) postal days of recall notice shall be considered as resigned unless granted a time extension by the Board. (Days shall be defined as postal days.)
 3. The recall list shall be maintained by the Board for probationary and tenured teachers. It is the teacher's responsibility to keep his/her address with the Personnel Office current.
 4. This Article will conform to the Michigan Teachers Tenure Act.
 5. By mutual agreement, the Merrill Education Association and the Board of Education may deviate from the above layoff procedure for the good of the school system.
- E. Any vacancies which occur after the beginning of the semester will be filled at the discretion of the Superintendent until the end of the semester at which time the position will be considered vacant.
- F. In cases of layoff/recall, no employee shall be denied a position for which he/she is qualified to as defined by law.

ARTICLE XXI

NO CHILD LEFT BEHIND

No Child Left Behind Act – No provision in this Agreement shall be construed to prevent or prohibit the Board or District from taking actions under the NCLBA of 2002 concerning school improvement, school corrective action, or school restructuring. Any timelines, notification, or other provisions of this Agreement shall be subordinate to, and adjusted by the NCLBA and its implementing regulations in order to meet the objectives and/or deadlines of NCLBA. The Board agrees to inform the Association prior to implementing changes under NCLBA of 2002, affecting any bargaining unit member.

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2010, and shall continue in effect for two (2) years until

June 30, 2012. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

MERRILL BOARD OF EDUCATION

MERRILL EDUCATION ASSOC.

APPENDIX A

1. Salary for the 2010-2011 school year:
 - a. District will pay \$100 off schedule to those employees electing single Pak A, and to those electing Pak B.
 - b. District will pay \$200 off schedule to those employees electing two person or full family Pack A.
 - c. Off-schedule payment will be made to members within approximately one month of implementation of new insurance plan.

2. Salary for the 2011-12 school year:
 - a. If K-12 enrollment for the district is 760-769 students, 0.5% will be added to the salary schedule.
 - b. If K-12 enrollment for the district is 770-789 students, 1% will be added to the salary schedule.
 - c. If K-12 enrollment for the district is 790 and above, 2% will be added to the salary schedule.

3. Both parties agree to explore options for innovations in teaching and learning for the 2011-12 school year.

Step	Index	BA	BA + 20	Index	MA	MA + 20	
	0	1	\$32,429	\$33,078	1.0746	\$34,848	\$35,545
	0.5	1.0218	\$33,136	\$33,799	1.1002	\$35,678	\$36,392
	1	1.0436	\$33,843	\$34,520	1.1258	\$36,509	\$37,239
	1.5	1.0654	\$34,550	\$35,241	1.1514	\$37,339	\$38,086
	2	1.0872	\$35,257	\$35,962	1.177	\$38,169	\$38,932
	2.5	1.1153	\$36,168	\$36,891	1.2066	\$39,129	\$39,911
	3	1.1434	\$37,079	\$37,821	1.2362	\$40,089	\$40,891
	3.5	1.1715	\$37,991	\$38,750	1.2658	\$41,049	\$41,870
	4	1.1996	\$38,902	\$39,680	1.2954	\$42,009	\$42,849
	4.5	1.2277	\$39,813	\$40,609	1.325	\$42,968	\$43,828
	5	1.2558	\$40,724	\$41,539	1.3546	\$43,928	\$44,807
	5.5	1.2839	\$41,636	\$42,468	1.3842	\$44,888	\$45,786
	6	1.312	\$42,547	\$43,398	1.4138	\$45,848	\$46,765
	6.5	1.3401	\$43,458	\$44,327	1.4434	\$46,808	\$47,744
	7	1.3682	\$44,369	\$45,257	1.473	\$47,768	\$48,723
	7.5	1.3963	\$45,281	\$46,186	1.5026	\$48,728	\$49,702
	8	1.4244	\$46,192	\$47,116	1.5322	\$49,688	\$50,681
	8.5	1.4525	\$47,103	\$48,045	1.5618	\$50,648	\$51,661
	9	1.4806	\$48,014	\$48,975	1.5914	\$51,608	\$52,640
	9.5	1.5087	\$48,926	\$49,904	1.6209	\$52,564	\$53,615
	10	1.5368	\$49,837	\$50,834	1.6503	\$53,518	\$54,588
	10.5	1.5808	\$51,264	\$52,289	1.6971	\$55,035	\$56,136
	11	1.6248	\$52,691	\$53,744	1.7438	\$56,550	\$57,681
	15.5	1.6573	\$53,745	\$54,819	1.7786	\$57,678	\$58,832
	16	1.6898	\$54,799	\$55,894	1.8135	\$58,810	\$59,986
	20.5	1.7224	\$55,856	\$56,973	1.8484	\$59,942	\$61,141
	21	1.7549	\$56,910	\$58,048	1.8833	\$61,074	\$62,295
	25.5	1.7711	\$57,435	\$58,584	1.9086	\$61,894	\$63,132
	26	1.7873	\$57,960	\$59,120	1.9182	\$62,205	\$63,449

BA + 20 and MA + 20 are two (2%) percent more than BA and MA Salary amount.

After 15 years of service (Step 16), a longevity of four (4%) percent will be added to Step 11.
 After 20 years of service (Step 21), a longevity of eight (8%) percent will be added to Step 11.
 After 25 years of service (Step 26), a longevity of ten (10%) percent will be added to Step 11.

* To be eligible for the longevity step, the teacher must complete eight (8) years of teaching in the Merrill School system.

Teachers coming into the system will be given credit for teaching experience on the Salary Schedule. As determined by the Board, this credit shall be up to the teacher's actual years of experience elsewhere.

APPENDIX B

Extra pay for the following duties will be determined as a percent of the beginning B.S. or B.A. salary. All extra activities must be held after school. No class time shall be given to extra duties except as provided for by the Athletic Director and/or the Building Principal.

<u>POSITION</u>	<u>PERCENT OF B.S. BASE</u>	<u>YEARS EXPERIENCE</u>
Athletic Director	14	
Assistant Athletic Director	10	
Football, Head Coach	10	(1)
	11	(2)
	12	(3)
	13	(4)
Football, Asst. Coach	6	(1)
	7	(2)
	8	(3)
	9	(4)
Football, J.V. Coach	6.5	(1)
	7.5	(2)
	8.5	(3)
	9.5	(4)
Football, J.V. Asst.	6	(1)
	7	(2)
	8	(3)
	9	(4)
Basketball, Head Coach	10	(1)
	11	(2)
	12	(3)
	13	(4)

APPENDIX B (Continued)

<u>POSITION</u>	<u>PERCENT OF B.S. BASE</u>	<u>YEARS EXPERIENCE</u>
Basketball, J.V. Coach	6	(1)
	7	(2)
	8	(3)
	9	(4)
Basketball, Freshman Coach	5	(1)
	6	(2)
	7	(3)
	8	(4)
Basketball, 8th Grade Coach	\$500 plus \$50 a year up to \$750 (5 years)	
Basketball, 7th Grade	\$500 plus \$50 a year up to \$750 (5 years)	
Basketball, Girls Varsity	10	(1)
	11	(2)
	12	(3)
	13	(4)
Basketball, Girls J.V.	6	(1)
	7	(2)
	8	(3)
	9	(4)
Volleyball, Girls Coach	6.5	(1)
	7.5	(2)
	8.5	(3)
	9.5	(4)

APPENDIX B (Continued)

<u>POSITION</u>	<u>PERCENT OF B.S. BASE</u>	<u>YEARS EXPERIENCE</u>
Volleyball, Girls, J.V.	6	(1)
	7	(2)
	8	(3)
	9	(4)
Baseball, Head Coach	7	(1)
	8	(2)
	9	(3)
	10	(4)
Baseball, J.V. Coach	5	(1)
	6	(2)
	7	(3)
	8	(4)
Softball, Girls Varsity	7	(1)
	8	(2)
	9	(3)
	10	(4)
Softball, Girls, J.V.	5	(1)
	6	(2)
	7	(3)
	8	(4)
Track, Head Coach	7	(1)
	8	(2)
	9	(3)
	10	(4)
Assistant Track Coach	4	(1)
	5	(2)
	6	(3)
	7	(4)

APPENDIX B (Continued)

<u>POSITION</u>	<u>PERCENT OF B.S. BASE</u>	<u>YEARS EXPERIENCE</u>
Assistant Track Coach	4	(1)
	5	(2)
	6	(3)
	7	(4)
Golf, Head Coach	4	(1)
	4.5	(2)
	5	(3)
	5.5	(4)
Cheerleader Head (Football, Basketball - Varsity & J.V.)	5	(1)
	6	(2)
	7	(3)
Cheerleader Advisor (JV)	3	(1)
	4	(2)
	5	(3)
Middle School Cheerleader (7th & 8th Grade)	\$500 plus \$50 a year up to \$750 (5 years)	
Yearbook Advisor H.S.	7	(1)
	8	(2)
Drama Club Director	4	(1)
	4.5	(2)
	5	(3)

APPENDIX B (Continued)

<u>POSITION</u>	<u>PERCENT OF B.S. BASE</u>	<u>YEARS EXPERIENCE</u>
H.S. Band, Extra Outside	5	(1)
Class Activities	6	(2)
	7	(3)
	8	(4)
Middle School Band, Extra	3	(1)
Outside Class Activities	4	(2)
	5	(3)
	6	(4)
11th or 12th Grade	3	(1)
Class Advisor	4	(2)
9th or 10th Grade Advisor	2	(1)
	3	(2)
Wrestling	4	(1)
	5	(2)
	6	(3)
	7	(4)
Cross Country	4	(1)
	4.5	(2)
	5	(3)
	5.5	(4)
Middle School Student Council Advisor	\$ 500 plus \$50 a year up to \$750 (5 years)	

APPENDIX B (Continued)

<u>POSITION</u>	<u>PERCENT OF B.S. BASE</u>	<u>YEARS EXPERIENCE</u>
Middle School Volleyball	\$500 plus \$50 a year up to \$750 (5 years)	
Middle School Wrestling	\$500 plus \$50 a year up to \$750 (5 years)	
Pom Pon - Basketball Season Only	2	(1)
	3	(2)
	4	(3)
Year Book - Middle School	\$500 plus \$50 a year up to \$750 (5 years)	
National Honor Society	3.5	(1)
	4	(2)
	4.5	(3)
	5	(4)
SADD Advisor	3	(1)
	3.5	(2)
	4	(3)
H. S. Student Council Advisor	3	(1)
	4	(2)

Each extra class (no free period) 1/5 of pay. Extra classes shall be voluntary unless the Board has exhausted all other alternatives to fill the position.

The Athletic Director shall yearly submit recommendations to the Board of Education in regard to a pay schedule for extra work at athletic events.

Upon request, Schedule B checks for coaching positions will be paid in two (2) equal installments. One (1) shall be paid at the end of the season and the other shall be paid two (2) weeks later or when coaching duties are completed.

The following duties, as determined by the Board, are primarily summer, Saturday, evening, and holiday duties. Pay for these duties shall be \$20.00 per hour.

1. Substitute teaching (on a voluntary basis, except one-day emergencies)
2. Band (Summer Camp)
3. Librarian
4. Before School
5. Noon Hour
6. After School
7. Weekends and Vacations

Volunteer employment for curriculum studies--At the request of the administration, a teacher may volunteer for summer employment to work on curriculum studies. The teacher will be notified in writing as to the number of days and hours involved. The pay for this volunteer summer employment will be based on a per day scale. The teacher will receive ten (\$10.00) dollars per hour the first day, thirteen (\$13.00) dollars per hour the second day, and sixteen (16.00) dollars per hour on the third and each succeeding day.

In an emergency situation requiring the teacher to leave during the course of the regular school day when the Administration has been given no prior notice of this absence, the position shall be filled by a fellow staff member. Each staff member will be available to work in this capacity no more than two (2) unpaid class periods per year. In the elementary, not more than fifty-eight (58) minutes shall constitute a class period. These periods must be within the teacher's normal work day.

The Board will reimburse, in addition, Twenty (\$20.00) Dollars per semester hour and Fifteen (\$15.00) Dollars per term hour, for each hour taken over a B.A. or B.S. continuing provisional certificate or permanent certificate.

Teachers will receive extra pay during the school year for extra-curricular activities only if they have a full teaching load as is stated in Articles V and VI.

Extra-curricular activities are voluntary.

The Merrill Education Association recognizes the value of interesting its members in participating in such extra-curricular activities as riding game buses and chaperoning dances.

Payment for new positions on Schedule B will be negotiated as the position itself is adopted by the Board of Education.

The teacher mentor program in Merrill Schools shall be voluntary.

School Calendar 2010-2011 and 2011-2012

1. 171 Student days with 389 minutes per day of instruction for full days and 220 minutes per $\frac{1}{2}$ day for instruction
2. 177 Teacher days at $7\frac{1}{2}$ hours per day. (79,550 minutes a year)
 - a. The first day is a work day.
 - b. Five (5) days of professional development during the 177 calendar =
 $6 \times 5 = 30$ hours of professional development.
 - c. Last day – all teachers are to report and will be released when the teacher completes and submits an end of the year check list.
3. The elementary will have three (3) half ($\frac{1}{2}$) days for Parent/Teacher conferences and the High School/Middle School will have two (2) half ($\frac{1}{2}$) days for P/T conferences.

SCHOOL CALENDAR
2010-2011
OFFICIAL

Student Days
(SD):

*	First Day
**	Last Day

Student Days 171

X	No Attendance
Q	Quarter Ends
H	Homecoming

JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30	31				
							TD 1 SD 0						
OCTOBER							NOVEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	Q1	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													
TD 21 SD 20.5							TD 18 SD 18						
JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	Q2	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28					
30	31												
TD 21 SD 20.5							TD 19 SD 18						
APRIL							MAY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

TD 14

SD 14

TD 21

SD 20.5 T

PARENT-TEACHER CONFERENCES 2010-2011

Fall: Elem. 11-17-10 Evening, All Bldgs.
Evening, 11-18-10 PM & Evening 11-18-10
Spring: All Bldgs. 03-24-11 PM & Evening

11-17-10 Evening, All Bldgs. PM & E