

**Master Agreement  
between  
Marysville Public Schools District  
and  
St. Clair County Education Association  
MEA/NEA**

School Years:

2012-2013

2013-2014

2014-2015

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**THIS AGREEMENT** entered into the 1st day of March, 2012, by and between the Marysville Public Schools District, Marysville, Michigan, hereinafter called the "District", and the St. Clair County Education Association, MEA/NEA, hereinafter called the "Association".

**ARTICLE I**  
**RECOGNITION**

A. The District hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all regular full-time and regular part-time certified teachers, counselors, librarians, diagnosticians and social workers (employed or to be employed by the District), whether or not assigned to a public school building, but excluding all full-time and part-time supervisory, executive or administrative personnel, superintendent, assistant superintendent in charge of business, principals, assistant principals, director of reading, federal program coordinator, athletic director, substitute teachers, school nurses, aides, paraprofessionals, office and clerical employees, custodial employees, and all other employees not specifically included in the unit. 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 defined above and references to male teachers shall include female teachers.

B. The District agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

## **ARTICLE II**

### **DISTRICT RIGHTS**

The District on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself 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.

The exercise of powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this contract and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### ARTICLE III

#### **TEACHER AND ASSOCIATION RIGHTS**

A. Pursuant to Act 379 of the Public Acts of 1965, the parties agree that all teachers recognized in Article I, paragraph A shall have the right freely to join and support the Association.

B. Every teacher assigned to a building will be provided a key to the designated door(s) of his/her building. Teachers assigned keys will be responsible to reimburse the cost of a lost key, which may include the cost to re-core building locks, if necessary. Guidelines for appropriate building/equipment use will be distributed.

C. The Association and its members shall have the right to use school buildings and related facilities without charge, provided such use has been approved by the Superintendent of Schools, or his agent. It is understood that a custodian will be on duty in the building, and such use shall not interfere or interrupt normal school operations. The Association may also use the inter-school mail and the bulletin boards located in the teacher's lounge or dining room.

D. A copy of the Board agenda shall be sent to the Association representatives in each building prior to the Board meeting. A copy of the minutes, with exhibits titled, shall be sent to the Association representatives the day following the Board meeting.

E. Copies of all information concerning financial resources of the district that are official or published will be sent to the Association within one week of their receipt from governmental or public sources upon request. Two copies of budgets, amendments and allocations will be made available to the Association within one week as each item is approved by the Board.

F. All available information which is necessary to the processing of any grievance will, with the written approval of the teacher involved, be available to the Association, except information found only in the confidential file of the teacher.

G. The private and personal life of any teacher is not usually within the appropriate concern or attention of the Board.

H. Teachers shall be permitted to wear appropriate insignia, pins or other identification of membership in the association on school premises provided the identification does not exceed three (3) square inches.

I. Each teacher shall have the right to review his personal file under the direction or supervision of the Superintendent of Schools who is the custodian of such files.

J. All newly hired full-time teachers shall hold a continuing certificate or at least a provisional certificate issued by the State Board of Education except State Board certified vocational instructors. Degree teachers whose Michigan certification has lapsed, or degree teachers who hold certification in a state with which Michigan does not have reciprocity may be hired under a special permit while fulfilling Michigan requirements.

K. Meetings shall be scheduled and held monthly between the building association representatives and the building principal. The date and time for such meetings shall be scheduled by the building representatives, and mutually agreed upon by the building representatives and the building principal.

L. The Association shall have the right to purchase supplies from the District through the use of requisition forms to the Central Office of the Board of Education.

**ARTICLE IV**  
**MEMBERSHIP FEES AND PAYROLL DEDUCTIONS**

A. The payroll deduction of membership dues and nonmember service fees shall be made each pay period for ten months beginning with the second pay of the school year and ending in June of each year. The Association agrees to furnish the District with an initial list including the name of each teacher, the amount to be deducted, and the total amount to be remitted to the Association each pay period. The withholding of the portion of the dues which is allocated for political action committees shall be done in compliance with current law. The District will issue a check to the Association each pay period in the total amount indicated to be submitted for each pay period. Any modifications of this list will be submitted by the Association through its Treasurer. Staff changes shall be supplied to the Treasurer of the Association by the District as they occur.

A teacher who does not join the Association shall cause to be paid to the Association a service fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Association) within sixty days of the commencement of employment. In the event the service fee shall not be paid, the District, upon receiving a signed statement from the Association indicating that the teacher has failed to comply with this condition, shall immediately notify said teacher that his or her service shall be discontinued at the end of the current semester. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

The District will not be required to discharge a teacher for the failure of the teacher to pay nonmember service fees if such discharge is contrary to the laws, decisions, both judicial and administrative, and rulings of the State of Michigan, or while the question of discharge to effect an agency shop clause in a school district master agreement or school contract in Michigan is in the process of litigation.

B. The District shall make payroll deductions for credit unions, hospitalization, medical insurance, Association dues, United Way, United States bonds, and tax sheltered annuities, or for any other plans or programs jointly approved by the Association and the District.

C. The Association shall indemnify and save the District harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the District for the purpose of complying with Sections A and B of Article IV of this Agreement and in reliance upon signed authorization cards or lists furnished to the District by the Association for the purpose of payroll deduction or dues.



## ARTICLE V

### TEACHING HOURS AND LOADS

A. No teacher shall be required to report for duty earlier than 15 minutes before the opening of the pupil's regular school day in the morning. All teachers shall be permitted to leave 10 minutes after the close of the pupil's regular school day. All teachers shall be permitted to leave at the close of the pupil's regular school day on the last day of the school week. Unless permission is granted by the building principal, teachers shall leave no earlier than the above times.

B. Hours of kindergarten teachers shall be fixed by the Superintendent at the beginning of each semester but shall in no event be longer than the foregoing. There shall be no more than two sessions of kindergarten per day per teacher. If the teacher so requests, kindergarten classes shall have library once a week under the supervision of the teacher.

C. Teachers of grades 1-5 shall have at least five 45 consecutive minute relief periods per week, with not more than two a day. Teachers of Kindergarten, Young 5's, and ECDD shall have the same minutes of relief periods as provided for teachers 1-5.

Teachers of music, art, physical education, technology, foreign language and remedial teachers shall have 225 minutes of relief period per week. This shall include at least 45 consecutive minutes relief period per day, exclusive of travel time, four days per week.

D. All teachers shall have a duty-free uninterrupted lunch period. The school district will implement and subsidize this program. Lunch times are not counted in calculating the teacher work day.

Elementary lunch hour shall be no less than forty (40) consecutive minutes. Middle School and high school lunch hours shall be no less than 35 consecutive minutes exclusive of passing time.

Teachers of grades 7-12 may be assigned to lunch supervision provided he or they shall have a duty free uninterrupted lunch period. This time of lunch supervision will be part of his normal teaching assignment.

E. Elementary teachers of art, music, technology, foreign language and physical education shall be required to teach no more than an average of 300 minutes per day in any given week. No single day shall exceed 315 minutes.

F. The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 unassigned preparation periods. Secondary teachers (7-12) will not be required to have more than four (4) teaching preparations. Tenured teachers may volunteer for one additional subject or preparation. In cases of undue hardship the superintendent may, in his sole discretion, reduce the number of preparations. The normal weekly teaching load in the Middle School will be no more than 25 clock hours. There shall be no more than 30 teaching periods per week. Each 7th and 8th grade teacher shall have 5 unassigned preparation periods per week. Sixth grade teachers shall have preparation periods during the time their students are in classes of art, music, physical education, and during scheduled library periods, but in any case, sixth grade teachers shall not have less total unassigned preparation time per week than 7th and 8th grade teachers.

G. Beginning with the 2002-2003 school year, class loads will be:

Young 5's	Maximum 21
K-3	Maximum 27
4-5	Maximum 29
6	Maximum 30

Beginning with the 2003-2004 school year, class loads will be:

Young 5's	Maximum 20
K-3	Maximum 27
4-5	Maximum 29
6	Maximum 30

2. High School and Middle School classes shall have a maximum of 30 students except for the following:

Ind. Arts	25	Drafting	25
Voc. Shops	25	Keyboarding	32
Home Ec.	25	Phys. Ed.	40
Art	25	Swimming	40
Art (6th Grade)	30	Outdoor Rec.	40
Art (7-8 Grade)	30	Lab Science	27
Office Practice	25	Study Hall	75
High School English Lab*	28	High School Chorus	75
(*as assigned by the Principal)		MMS Chorus	60

The above stated maximums may be exceeded through the second week of the beginning of either semester; however, by the eleventh (11) student day class sizes shall be adjusted to meet the above stated maximums.

The above stated maximums may be exceeded by one if after the third week of school, it is necessary in the scheduling of a transfer student, or new student, to exceed the maximum.

H. The above class size schedule does not preclude the adoption of innovative programs at any level--the proposed program or programs to be submitted to the Professional Study Council for their consideration and recommendation to the Board.

I. Each elementary classroom shall consist of only students of the grade.

J. Full time, separate programs and facilities shall be provided for students who are emotionally disturbed, cognitively impaired and physically handicapped, if a qualified teacher can be found for the position. The Professional Study Council at its first regular meeting of the school year will appoint a committee to study and make recommendations in the area of emotionally disturbed, cognitively impaired and physically handicapped students who are "mainstreamed" into regular classrooms.

## ARTICLE VI

### TEACHING CONDITIONS

A. A teacher shall not be required to drive a school bus as a part of his regular assignment. It shall also not be required of a teacher to ride as a supervisor on a spectator bus.

B. The District will make available in each school, rest room and lavatory facilities for teacher use. At least one furnished room may be used as a faculty lounge. All facilities of the district shall be in compliance with the current state laws regarding use of tobacco, drugs, alcohol and controlled substances on school property.

C. Telephone facilities will be available to teachers for their reasonable use, provided, however, teachers shall not charge any personal long distance telephone calls to the District. There will be at least two separate telephone lines into each school building.

D. Vending machines for teacher use may be installed in teachers' lounges or teachers' dining rooms in the various buildings at the expense of the Association.

E. Adequate and convenient parking facilities will be made available to teachers.

F. Clerical tasks will be done by clerical help provided by the District. These tasks will be included but not limited to the following:

- (1) Collecting of all money from students.
- (2) Selling and collecting tickets.

G. The Board of Education will provide clerical help to implement the following:

- (1) Recording of grades, activities, attendance, etc., on permanent records, official roll books, transcripts and the high school's report cards.
- (2) Issuing, inspecting and assessing condition of textbooks.
- (3) Correcting of all standardized tests required by the administration except elementary end-of-level reading tests.
- (4) The teacher shall be recognized as the official record keeper of classroom attendance and grade books for classes or courses under their direct control.

H. An explanation, if requested by the teacher, will be given by the building principal within ten (10) working days when a requisition for supplies is rejected or delayed.

I. Calendar.

- (1) See Exhibit 1-Calendar
- (2) Meetings called by the administration on days designated as records days shall not exceed one in number or be longer than sixty (60) minutes.
- (3) Parent-Teacher Conferences for grades K-12 (first semester):

- Starting the fall of 2001, conferences will be scheduled the second week after the end of the first marking period.
- Wednesday, Thursday, and Friday in the parent conference week will be A.M. half-days for all students. Parent/Teacher Conferences will be scheduled in the afternoons except for Friday afternoon which will be a no student - no teacher afternoon.
- All Parent/Teacher Conferences will be scheduled in 3 hour blocks of time.

The following schedules will be followed:

MHS	2 Evenings: Wednesday & Thursday
MMS	2 Evenings: Monday & Wednesday
Elementary	2 Evenings: Tuesday & Thursday

Afternoon conferences will begin at least one hour following student dismissal. Evening conferences will begin at least 1 and ¼ hours after the conclusion of afternoon conferences. Evening conferences will conclude no later than 8:00 p.m. See Exhibit 1A. If an election date falls during the week of conferences, Tuesday evening conferences will be held on Monday.

- Participation in the scheduled Parent/Teacher Conferences is expected for all teachers except for librarians and teachers of very small class loads - less than 15 students - are not required to attend more than one (1) evening session.

Teachers shall be compensated per Parent-Teacher Conferences rate in Schedule 6 for the time worked of the second evening Parent/Teacher Conferences upon submission of appropriate worksheet. This compensation will be paid with the 1st pay period in December.

Spring Evening Parent/Teacher Conferences may be scheduled in similar fashion, as approved by the Superintendent of Schools.

Authorization must be given by the respective principals before altering the scheduled conferences.

J. The District will provide:

- (1) A separate desk for each teacher with lockable drawer space. Key shall be available on request to principal. One workable and lockable filing cabinet shall be furnished if requisitioned.
- (2) Space for each teacher to store coats, overshoes and personal articles.
- (3) Chalkboard in every classroom.
- (4) A complete and unabridged dictionary in every classroom, when requisitioned by the teacher.
- (5) Storage space in each classroom for instructional materials.
- (6) Class record books, paper, pencils, pens, chalk, erasers and other material required in daily teaching responsibility.
- (7) Without charge gym uniforms and swim suits for all physical education teachers, (smocks or aprons for art, home economics, science teachers, and kindergarten teachers). A \$30.00 yearly uniform allowance shall be allowed industrial arts and vocational education teachers.

- (8) Office copy machines, typewriter and similar machines shall be available for teacher use.
- (9) Individual mail boxes for each teacher.

K. The District and the Association recognize that teacher participation in extracurricular school connected activities is important and will encourage such participation. Teachers shall make every reasonable effort to attend such after school activities as requested by their principal, but such attendance shall be voluntary. All Marysville teachers, upon written request, shall receive a yearly extra curricular activity pass for District events (i.e., sports, concerts, plays, etc.).

Elementary Open Houses will be scheduled on the first teacher day of the school year and attendance shall be voluntary. The Open House start times at each elementary will be staggered on a rotating basis from year to year.

L. The District agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number to call not later than 6:30 a.m. The teacher will provide the principal with a written explanation of any special circumstances which resulted in a late call. If a teacher is willing to take another teacher's class during his preparation period, he shall be compensated at the hourly rate established in Article XIX, Schedule 2, paragraph 15. Teachers who substitute shall be compensated no later than three (3) weeks after substituting. Substitute teachers shall be used to replace teachers of Art, Music, Physical Education, Technology and Foreign Language at the elementary level. IEPCs shall be conducted during work hours and if an IEPC is scheduled other than during preparation periods, the District shall provide a substitute when the IEPC is being conducted. Teachers participating in the IEPC shall be those who have or have had the referred student enrolled in the classroom(s) during the present school year.

M. The cost of a physical examination, upon initial employment and at the request of the District for all teachers shall be paid by the District. When x-ray is needed to replace skin test, the cost shall be paid by the District. The District shall have the right to select the examining physician.

N. If a regular school day is canceled by the Superintendent of Schools, ("SNOW DAYS"), it will be rescheduled, without additional pay at the end of the school year following the last day of scheduled classes in June. In the event the last day of school is a rescheduled day, students will be scheduled one-half day (A.M.) and teachers will report for a full day. Should the last rescheduled non-student day fall on a Monday, teachers shall not be required to attend that day. They shall be responsible for having records turned in by the end of that day.

O. In the event present state law is changed such that public schools no longer needs to reschedule "SNOW DAYS" without financial penalty, teachers shall not be required to make up "SNOW DAYS" and they shall suffer no loss of pay for the "SNOW DAYS."

If a regular school day starting time for students is delayed due to weather, teachers' reporting time shall also be delayed in accordance with Article V. A.

P. Counselors, at all grade levels, shall have telephones in their offices.

Q. It is agreed that each teacher shall initially be responsible for classroom discipline. When a discipline problem is such that the teacher cannot carry out the normal lesson plan, the teacher may temporarily send a student to the appropriate building administrative office. The teacher shall furnish the office, as promptly as possible, a brief summary of what the student did, and what action has been taken thus far. The principal shall then communicate with the teacher prior to returning the student to the classroom. The teacher shall thoroughly discuss the situation with the principal prior to departing for the day.

## ARTICLE VII

### TRANSFERS AND ASSIGNMENTS

A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study. Teachers will be assigned where they are Highly Qualified under the Elementary and Secondary Education (No Child Left Behind) Act Highly Qualified Teacher requirements, as implemented by the State of Michigan, so long as these requirements remain in effect.

B. Although some transfers may be necessary, the teachers who may be affected by a transfer or a change in grade or subject assignments will be consulted by their principals by July 1 of the current school year. Before there is an involuntary transfer of a teacher, the principal, superintendent or his designee and the Association president or his/her designee will discuss the transfer with the teacher and review the reason(s) for said transfer. Every effort will be made to avoid reassigning probationary and tenure elementary school teachers to a different grade level unless the teacher requests such change. If an involuntary transfer is necessary from building to building or from department to department, then bargaining unit seniority will prevail, provided the person to be transferred is minimally qualified as defined in Section A.

C. Any teacher interested in filling a Schedule 3 or Schedule 4 position for the following school year must provide written notice of such interest to the Superintendent of Schools no later than April 1 of each year. The District will provide a written response to the teacher upon receipt of such notice of interest.

All teachers may apply for any posted Schedule 3 or Schedule 4 vacancy for which they are certified and qualified. Bargaining unit members shall be given the first opportunity to fill Schedule 3 and Schedule 4 vacancies before qualified external candidates are considered.

The District will contact bargaining unit members to give them the opportunity to express interest in Schedule 2, No. 6 positions (athletic event activities). Bargaining unit members will be given the first opportunity to fill such positions, excepting those currently held by long-time paid volunteers.

Teachers performing duties under compensation Schedules 2 and 3 shall be notified no later than the day following the July Board of Education meeting if their duties will not be continued for the next school year.

Driver Education teachers performing duties under compensation Schedule 4 shall be notified no later than the day following the May Board of Education meeting if their duties will not be continued for the summer program.

Employment under Schedules 2, 3, and 4 is nontenure.

D. Counselors, Head Librarian, Co-op Coordinator and other teachers who are required to work prior to the beginning and after the school year will be compensated at their regular daily rate of pay for each day worked beyond their regular contract or be given the choice of an equivalent number of paid leave days during the school year. Application for using compensatory days will require a five (5) day notice to the building principal or superintendent. Authorization or denial will be provided two (2) days after application is made. Paid leave days earned under this provision shall not be used during Parent-Teacher conferences or final exam days. A maximum of three consecutive days may be used at one time.

E. Teachers may apply for a position exchange to another grade level or subject area for which they are certified and qualified. Teachers shall apply in writing to the Superintendent of Schools prior to March 15 for the following year. The exchange will be for one (1) year unless mutually agreed upon by the building principals, and the teachers involved. The Superintendent will notify the parties by July 1 of the decision regarding assignment for the following school year.

At the end of the position exchange, both teachers shall return to their previous positions. If either position is eliminated, then provisions of Article XX shall apply.

## **ARTICLE VIII**

### **VACANCIES AND DISPLACEMENTS**

A. Whenever any vacancy or newly created position in any professional area in the District shall occur, the District shall immediately give written notice to the Association and post a dated notice for the filing of applications. Such notice shall be posted in an appropriately designated place in each school building and on the District website for not less than seven (7) calendar days prior to the closing date for filing the applications. The District will not issue any contract for a vacancy until expiration of the seven (7) calendar day posting periods. In the event a vacancy occurs during the summer, said notices shall, by choice of the teacher, be mailed or emailed to teachers who qualify, appropriate building Association representatives and Association officers at their latest addresses appearing on the District's records seven (7) calendar days prior to the closing date for filing the applications.

Vacancies at the Elementary level will be posted by grade level and building.

B. All teachers may apply for a voluntary transfer into any vacancy for which they are certified and qualified following their third full year of employment in the District. In filling such vacancy, the District agrees to consider the professional background and qualifications of all applicants. The District recognizes and supports the idea of filling vacancies from within its own teaching staff, and will consider all internal candidates, including displaced teachers, in seniority order prior to considering external candidates.

All applicants shall be notified in writing whether or not they are granted the position. If the position is not granted to a bargaining unit member, reasoning for the decision will be provided.

A voluntary transfer cannot cause the layoff of a bargaining unit member.

C. The deadline for voluntary transfers will be August 1, unless the deadline is extended by mutual agreement of the District and the Association. Following the August 1 deadline, a teacher selected to fill a vacancy per the terms of Section B of this Article will not immediately occupy the position, but will be given the right of first refusal for this position for the following school year.

D. The District shall classify any position as being administrative, supervisory, or teaching.

E. Seniority is defined as unbroken service in the bargaining unit (as defined in Article XX-Section B.). Seniority for teachers who begin work within the first week of school will be equal to the report date for teachers for the school year. Seniority for teachers who begin work after the first week of school will be equal to their actual first day of work. All teachers of equal seniority shall establish positions on the seniority list by the drawing of lots.

F. Displaced elementary teachers are teachers whose grade level assignment has been eliminated because of reduction of classroom sections, program cuts, or program changes. Displaced secondary teachers are teachers without a full-time assignment. Secondary teachers will be assigned according to building staffing procedures in their respective building(s). Secondary teachers will either be full-time or displaced.



A “displacement list” shall be generated with teachers ranked according to seniority. Starting with the most senior displaced teacher, each shall have the right to choose any vacancy for which he or she is certified and qualified, per the terms of Section B of this Article. Displaced teachers will be assigned to a position prior to the consideration of any external candidates.

## ARTICLE IX

### TEACHER EVALUATION

A. All teaching staff:

1. Evaluations shall be conducted by the teacher's immediate supervisor.
2. Monday and Friday evaluations will occur by mutual consent only.
3. The teaching performance shall be observed and a written evaluation made on form E (see Exhibit 2).
4. A total of thirty (30) consecutive minutes is required for each observation.
5. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.
6. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
7. Following the last observation the building principal will notify the teacher in writing, at least 24 hours in advance of a conference.
8. The building principal will hold a verbal post-evaluation conference within ten (10) working days of the last observation.
9. A duplicate copy of Form E shall be submitted to the teacher at the time of the formal conference, which shall be held within five (5) days of the verbal conference.
10. A representative of the Association, chosen by the teacher, may attend any evaluation conference.
11. Forms signed by the building principal and the teacher shall indicate only receipt of the evaluation, not necessarily agreement.
12. Teachers have the right to respond to their evaluations, in writing, and have it attached to their official evaluations to be placed in their personnel file.
13. Intent to put objections in writing should be made known to the building principal within ten (10) working days after receipt of the evaluation.
14. All evaluations shall be based upon valid criteria for evaluation of professional growth as determined by the District with the recommendation of the Association (Form E – Exhibit 2).

B. Tenure teachers shall be evaluated at least once every three (3) years based upon at least two (2) observations during the school year of the evaluation.

C. Non-tenure teachers:

1. Shall be observed at least once every semester of probation. The observations must be at least sixty days apart unless a shorter period of time is mutually agreed upon by the administrator and teacher.
2. A pre-announced, informal observation of the performance of each non-tenure teacher shall take place during the first eight (8) weeks of the first semester of employment, followed by a review of this observation.
3. An individualized development plan will be given to the non-tenure teacher before the formal observation.

## ARTICLE X

### PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the District recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The teacher recognizes the District's right to adopt policies, rules and regulations in regard to the establishment and maintenance of discipline in the school. The teacher agrees to support such policies, rules, and regulations. The teacher recognizes that this joint recognition between the teachers and the District will result in the most effective and efficient method of the operation and conduct of the schools.

B. Any case of assault upon a teacher shall be promptly reported by the principal to the District or its designated representatives. The District will provide legal counsel for consultation to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

D. Promotion or retention of the pupil in a grade or class shall be made by the teacher with the approval of principal and Superintendent of Schools. No student's grades shall be changed without the knowledge of the teacher. If the teacher does not concur to the grade being changed, the teacher may submit a statement of opposition to be included in the student's official record.

Because the Michigan School Law places final authority to classify and to control the promotion of pupils in the Superintendent of Schools, the Superintendent may be expected to assist with unusual or contested cases.

E. Any teacher who may require any disciplinary action shall first be contacted by his immediate principal in private.

The building principal will advise the teacher prior to a principal-teacher conference if at that conference disciplinary action will be taken.

Any such teacher shall have the right to have a representative of the Association present during the time that the teacher is being disciplined.

If any further disciplinary actions are required, the principal may then refer the matter to the Superintendent in writing, in triplicate, and dated; one copy going to the Superintendent, one to be kept by the principal, and one given to the teacher.

F. No teacher shall be disciplined within the view of, or hearing of, other persons except as in E above.

G. All teachers shall enjoy all civil rights as set forth in the Constitution of the United States and the State of Michigan during their employment with the Marysville School District.

H. The District shall establish procedures for emergency situations. Such procedures to be distributed in writing to all personnel.

I. No tenure teacher, second or third year probationary teacher, shall be disciplined, including warnings of consequential disciplinary action, reprimands (verbal or written), or suspended, discharged or reduced in rank, compensation, or professional advantage, or subjected to other actions of a disciplinary nature without just cause. When any discipline action results in a written reprimand, suspension, discharge, loss of time, wages, and/or benefits, the specific grounds forming the basis for such disciplinary action will be made available to the bargaining unit member and the Association in writing. This paragraph shall not apply to a probationary teacher whose contract is not renewed and such decision shall not be subject to the grievance procedure.

J. Participation as a mentor teacher shall be voluntary. The relationship of the Mentor/Mentee shall be held confidential and shall not be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither Mentor nor Mentee shall be permitted to participate in any matter related to the evaluation of the other.

## ARTICLE XI

### **LEAVE--PERSONAL ILLNESS, BUSINESS AND CHILDBIRTH**

A. Sick days without loss of pay shall accrue at the rate of one and two-tenths (1.2) days per month or twelve (12) days per year for all regularly-employed teachers under contract. The accrual for the school year will normally be credited to the teacher's account at the beginning of each school year in September. Such sick days without loss of pay may be taken for the reasons cited in paragraph D below. If a teacher is paid for any credited sick leave days which have not accrued to his benefit and terminates his employment with the District, he shall repay to the District all moneys received for all such unaccrued sick leave. The District reserves the right to require a doctor's report on sick leaves longer than five (5) school days duration: Provided, however, if one-fourth (1/4) or more of the teachers report in sick on any one school day, the District may require doctors' reports from said teachers.

B. All unused sick leave allowance days at the end of the school year are placed in each teacher's accumulative sick leave bank. A teacher may accumulate up to 307 days. Each teacher under contract shall be notified during the month of September of how many days of personal sick leave to date have been accumulated in his sick leave bank.

Beginning the 1996-97 school year, teachers with over one hundred twenty (120) sick days may sell up to ten (10) of those days back to the District. An individual must maintain at least 120 sick days after the buy-back. The buy-back rate will be the 2001-2002 daily rate of pay for substitute teachers.

If an annual amount exceeds the annual cap, then teachers who want to sell back days will be limited to fewer than ten (10) days. The buy-back opportunity will be between June 1 and June 15 of each year with a payout by June 30 and shall be requested on a form provided by the District.

C. At the beginning of the school year the District shall contribute 120 days to a general sick leave bank, to be administered by the District at the Superintendent's level or by his/her designee. Said 120 days shall be non-cumulative. Upon the District's determination, it may allow a maximum of twenty (20) days to a teacher who has been employed for more than two years and 10 (ten) days to a teacher during his/her first two years of employment who has exhausted his/her personal sick leave, including all accumulated sick leave, provided there are sufficient days available in the bank. A teacher may request and be granted only those days as needed, and only for documented disability/illness days. Days drawn from the bank will be used exclusively for leaves of absence as defined in Section D.1 of this Article. The Association and the Administration will review the sick bank requests and usage at the end of the 2005/06 and 2006/07 school years. Upon mutual agreement, the parties may give recommendation for changes.

D. Leave of absence with pay:

1. Leave chargeable to personal sick leave bank:

- a. Personal illness and/or disability;
- b. Illness in the immediate family (9 days per year); Superintendent may authorize additional days or additional persons (Section D, e) in cases of unusual hardship;
- c. Death in the immediate family;

- d. Time when emergency illness in immediate family requires a teacher to make arrangements for necessary medical or nursing care;
  - e. Matters of illness not listed above, (Immediate family, natural or step, shall be interpreted as father, mother, father-in-law, mother-in-law, former legal guardian, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, spouse, child, grandchild, grandparents, or any family member living within the same household);
  - f. Childbirth - Leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.
2. Business leave chargeable to personal sick leave bank:
- a. A maximum of three (3) business days, without review, (non-cumulative) will be allowed annually without loss of pay, chargeable against sick days, for business and family obligations that cannot be made outside the regular school day. Not more than five (5) teachers will be approved for a business leave on any day.
  - b. Business days may be used for such things as court appearances, family illness, attending graduation exercises of children and attending funerals of relatives and close personal friends, providing that arrangements are made with the school principal five (5) days in advance of the anticipated absence. (The five days advance notice is not required for funerals or family illness.)
  - c. Except for funerals of relatives or close personal friends, the last working day before or the first working day after a holiday or vacation, and the first student day of the school year, will not be recognized by the District as a business day. This condition may be waived by the Superintendent of Schools when unusual or emergency situations occur.
  - d. Business days shall not be used for the purposes of personal pleasure, such as travel, shopping, hunting, skiing, sports events, or extended vacations, or for gainful employment. Business days will not be used to excuse the teacher from parent-teacher conferences or student examination days. If an emergency arises, the Superintendent, at his sole discretion, may authorize the leave.
  - e. Routine doctor and dentist appointments are to be scheduled on the teacher's own time. Emergency doctor and dentist appointments will be deducted from sick leave.
3. Leaves of absence not chargeable to personal sick leave bank:
- a. Jury Duty (District to make up difference in pay).
  - b. Court appearance as a witness if subpoenaed (District to make up difference in pay).
  - c. Teachers absent because of mumps, measles, scarlet fever, chicken pox, conjunctivitis

(pink eye – with doctor’s note), or head lice shall not suffer loss of personal leave or salary.

- d. Line-of-duty accidents that qualify for Workers Compensation benefits. The District shall make up the difference between the regular salary and the compensation payments for a maximum period of thirty-three (33) weeks for any one injury.
- e. Attendance at official M.E.A. meetings by the Association for a total of 16 days. An additional five (5) days may be purchased by the MEA at the rate of actual cost to the District for supplying a substitute teacher.
- f. Visitations of other public schools to raise the level of teaching or in-service training, with the approval of the building principal.
- g. Field trips with the approval of the building principal.

4. Family leave act sections in this article will conform to the law.

E. Leave of absence without pay.

A maximum of five (5) business days may be allowed with loss of pay.



## ARTICLE XII

### LEAVES OF ABSENCE

A. Leave without pay will be granted, after two years with the system, up to one year to any teacher who joins the Peace Corps, Job Corps, Teacher Corps, Foreign Teacher Exchange Program, Intern Program, or Graduate Assistant Program. Upon return from such leave, the teacher will be placed at the same position on the salary schedule as he would have been had he taught in the District during such period, with a limit of one increment. Application for such leave shall be made by March 1st of the current school year. Any application received after the March 1st date will be considered for approval by the Superintendent of Schools.

B. Leave of absence may be granted to teachers to explore an alternative career, or for other personal reasons. Leave, if approved, will be without pay, fringe benefits, or step on the salary schedule. Seniority will accrue during the period of leave. Application for such leave shall be made by February 1, of the current school year unless approved by the Superintendent - rejections of leave request beyond February 1 of the current school year shall not be subject to the grievance procedure of this contract.

C. Upon application, the District may grant a child care leave. The child care leave, if approved, will be without pay or fringe benefits. If the teacher works more than half of the school year, an increment on the salary schedule will be granted.

D. Upon application the District may grant to any teacher contemplating adopting a child a leave of absence.

E. Medical leave, without pay, shall be granted to teachers who have been employed in the local school system two years or more, if recommended by a doctor in writing. Such leave shall not exceed one (1) year plus the balance of the unfinished year. The standing on the salary schedule will not change for the teacher. If the teacher has completed one semester or more of the year, one increment will be granted.

The District agrees to continue to provide health insurance and life insurance benefits by payment of premiums therefore as provided in Article XVIII of this Agreement for the duration of said leave.

#### F. Military Leave

1. Call to active duty for training members of the Armed Forces on reserve status.
  - a. Period of Leave-Leave of Absence shall be granted for a period not to exceed 2 weeks (exclusive of authorized travel time).
  - b. Adjustment in Salary - If the pay received for the Service (excluding travel allowance) exceeds contractual salary of the teacher, no adjustment in pay will be made. If the pay is less than the contractual salary of the teacher for the period of service involved, an adjustment will be made as follows:

The teacher shall be paid the difference between the Service pay and the contractual salary for the period of service, but the amount paid--the teacher plus the substitute teacher pay--shall not exceed his contractual salary or the period of service.

## 2. Active Duty

- a. Any teacher of the Marysville Public Schools who may be conscripted into the defense forces of the United States for service or training, shall make application for military leave and, as qualified below, shall be reinstated to his position in this school system with full credit including the annual increment under the salary schedule. Said application for reinstatement shall be made within ninety (90) days from the date of said release or discharge.

Re-employment of school teachers honorably discharged or released from military service:

Any teacher who has left or leaves a teaching position, other than a temporary teaching position, and who upon termination of such (1) received an honorable discharge from the armed forces; (2) is still qualified and competent to perform the duties of such teaching position; and (3) makes application to said school district for re-employment within ninety (90) days after he is relieved from such military service shall be restored at the beginning of the semester or term following the application to such teaching position or to a position of like nature, seniority status, and pay unless circumstances have so changed as to make it impossible or unreasonable to do so.

- b. A husband or wife of a person leaving for active military duty may be granted a leave of absence for one (1) year without pay. Teachers while on this leave shall be credited with one experience increment on the salary schedule.

## G. General Regulation Affecting Leave of Absence

### 1. Leave of absence--extension

A leave of absence may be extended at the discretion of the Board.

### 2. Application for Return

Application for Return from Leave of absence shall be filed with the Superintendent of Schools not later than the end of the first semester preceding the August or September in which he wishes to return.

### 3. Conditions for Return

- a. **Qualifications**  
Competent proof must be given to the Board that the teacher applying for return from medical leave of absence is competent and qualified to perform the duties of a teaching position for which application is made.

b. Policy and Intent

It is the intent and it shall be the policy of the Board to return a teacher on leave of absence to the same position or a position of like nature, status, and pay unless seniority as stated in Article XX (Reduction of Personnel) makes it impossible to do so.

- c. A teacher who returns from a childbirth or medical leave within sixty (60) school days shall be assured of their previous teaching position.

H. Family leave act sections in this article will conform to the law.

## **ARTICLE XIII**

### **SABBATICAL LEAVE**

#### **A. Authorization**

1. Sabbatical leave of absence may be granted to tenure teachers. The granting of such leaves are subject to the approval of the Board upon recommendation of the Superintendent, when in their considered judgment the professional competence of the teacher and the general welfare of the public schools will be benefited.
2. The rules and regulations of the Marysville Public Schools Sabbatical Leave Program are authorized and shall be interpreted in accordance with the following Michigan statutory provisions and any amendments thereto.
  - a. Any board after a teacher has been employed at least seven (7) consecutive years by said board, and at the end of each additional period of seven (7) or more consecutive years of employment, may grant said teacher a Sabbatical Leave for professional improvement not to exceed two (2) semesters at any one time; provided, that the teacher holds a permanent, life, or continuing certificate, or is engaged in teaching in a college maintained by the board. During said Sabbatical Leave, the teacher shall be considered to be in the employ of the said board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said board; provided, however, that said board shall not be held liable for death or injuries sustained by any teacher while on Sabbatical Leave.
  - b. Teachers on Sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the boards of controls of public school employees' retirement funds.
  - c. A teacher upon return from a Sabbatical leave shall be restored to his or her teacher position, or to a position of like nature, seniority, status, and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the board made pursuant to law. (Sec. 572, School Code of 1955-M.S.A.-15, 3572).

#### **B. Eligibility and qualifications**

Any tenure teacher employed by the Marysville Public Schools District who meets the qualifications shall be eligible to apply for Sabbatical Leave subject to the following conditions and requirements:

1. Applicant must hold a permanent, or continuing teaching certificate.
2. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the Marysville Public Schools District. Absence from service in the District for a period of not more than one year under a leave of absence without pay granted by the Board for professional improvement or

restoration of health, shall not be deemed a break in the continuity of service required by this section and shall be included as a year of service in computing the seven consecutive years.

3. Subsequent Sabbatical Leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time teacher.
4. Sabbatical Leaves of absence may be granted to not more than two percent (2%) of the members of the total teaching staff; excepting, that not more than two (2) such leave shall be granted to any of the three levels of instruction in any one year; excepting further that the Board may, in the event of a lack of qualified applicants, increase the number of such leaves at any level.
5. A Sabbatical Leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.
6. The applicant signs an agreement to return to service with the Marysville Public Schools District immediately upon termination of Sabbatical Leave and to continue in such service for a period of one year (unless causes beyond his control prevent), or to refund any compensation received from the Board while on leave except as the Board shall, by special action, waive such obligation.

#### C. Purpose of Sabbatical Leave

Sabbatical Leave is given to teachers to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing, and travel. Applications for Sabbatical Leave or other types of experiences will be considered on their merits and may be approved by the Board of Education upon the recommendation of the Superintendent. The following information shall be presented in the application as evidence of the employee's plan to fulfill the purposes of the leave:

1. For Formal Study -- A program of work should be outlined which will qualify the applicant for a higher credential in his professional or a program of recognized courses relating to the present or prospective service of the applicant in his profession.
2. For Research and/or Writing -- The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his profession.
3. For Travel -- A plan, including the proposed itinerary, shall be submitted stating professional objectives which are sought through such travel.
4. For Other Reasons -- A plan shall be submitted stating the professional objectives which are sought through the opportunities afforded by the leave, and also stating the expected value to the school system.

#### D. Application Requirements and Procedures

Applications for Sabbatical Leave must be filed on the prescribed forms with the Superintendent. The due date of such forms shall be February 1 for leaves beginning with the first semester of the following school year and September 1 for leaves beginning the second semester. The Superintendent shall give notice to the applicant whether the request is granted or rejected within thirty (30) days after the due date for filing the application.

Approval of a Sabbatical Leave by the Board will be contingent upon securing an employee qualified to assume the applicant's duties.

A Sabbatical Leave, once granted, may not be terminated before the date of expiration, except as otherwise provided herein.

E. Requirements and Status While on Sabbatical Leave:

1. Financial Policies

- a. The compensation for the teacher on Sabbatical Leave shall be one-half (1/2) of the salary he would receive were he on active staff status for the period in which the leave is effective.
- b. Payment of salary to a teacher on Sabbatical Leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the teaching staff. The teacher on leave shall be responsible for keeping the School District Business Office notified as to his address.
- c. A term of Sabbatical Leave shall entitle the teacher to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system.
- d. The regular personal sick leave policy shall apply to a teacher on Sabbatical Leave. The Superintendent must be notified promptly of accident or illness. This notice must be sent within ten (10) days after an accident or the beginning of illness for the Superintendent's consideration.
- e. All current fringe benefits shall be granted to teachers on Sabbatical Leave provided that insurance benefits will be granted to the extent permitted by the carriers.

2. Reports Required on Sabbatical Leave

- a. An interim report shall be filed at the mid-point of the period for which the leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
- b. A final report shall be filed with the Superintendent including the names of the institutions attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and

experience gained may be applied to the benefit of the school district.

- c. The Superintendent may require, and the teacher shall promptly furnish such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave. In the event that the Superintendent shall find that the Teacher is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the teacher by the Board shall become immediately due and all future payments shall cease. When a teacher completes the planned program of the leave, but does not return to service with the Marysville Public Schools District, he shall within two (2) years repay to the Board the amount received by him during the Sabbatical Leave.

F. Requirements and Status Upon Returning from Sabbatical Leave

1. At the expiration of a Sabbatical Leave, the teacher shall be restored to his position or to a position of like nature, seniority, status and pay, provided, that the teacher remains eligible for reinstatement under other rules and regulations of Article XIII of the Agreement.
2. If a teacher does not remain in the employ of the Marysville Public Schools District for one (1) year immediately following his Sabbatical Leave, he shall within two (2) years repay the Board the amount of money which has been granted. This rule does not apply in cases wherein the teacher becomes incapacitated to work or in cases wherein the rule is waived by the Board.

## ARTICLE XIV

### PROFESSIONAL STUDY COUNCIL

- A. The major functions of the Professional Study Council will be:
1. To establish and coordinate a systematic, on-going process for evaluating curriculum.
  2. Establish and coordinate a systematic, on-going process for materials and textbook selection.
  3. Establish communication between buildings and levels within the District.
  4. Communicate to the Superintendent and the Board of Education long-range plans for curriculum development and review.
  5. Act as a communication link between the certified staff, the Superintendent and the Board of Education.
  6. Coordinate subject area committees to study curriculum concerns.
  7. Recommend to the Superintendent and the Board of Education a yearly curriculum budget.
  8. Establish a mainstream/inclusion committee to review all staff concerns regarding special education mainstream/inclusion issues. The Director of Special Education shall act as its chairperson. The Committee shall establish and maintain procedural guidelines on inclusion as directed by the letter of agreement. The Committee shall meet and report their activities to the P.S.C. on a regular basis.
  9. Establish and coordinate committees which are needed for the continual improvement of the education process.
- B. Organization
1. The Professional Study Council shall be composed of:
    - One member of the Board of Education
    - The Director of Curriculum
    - One High School Administrator
    - One Middle School Administrator
    - One Elementary Administrator from each building
    - Director of Special Education
    - President of the Marysville Education Association
    - One lower elementary (K-2) teacher from each building
    - One upper elementary (3-5) teacher from each building
    - Two Middle School(6-8) teachers
    - Two High School (9-12) teachers
    - Superintendent
    - (above teachers to be selected by M.E.A.)



2. The Superintendent of Schools shall be the chairperson of the Council. Only members of the Council shall have voting privileges. Meetings of the Council shall be open to all teachers of the District, members of the Board of Education, and all administrators, supervisors, and executive personnel of the District.
3. The Association shall submit a list of potential members to the Superintendent of Schools by July 15.

C. Meetings

The Council shall meet not later than the third week after the opening of school to review needs and establish goals for the current and future years. A schedule for meetings shall be established at this meeting.

- D. The Board shall accept or reject the recommendation of the Professional Study Council and communicate its decision in writing to the Association within thirty-five (35) days.
- E. Minutes of the Professional Study Council shall be distributed to the Building Association Representatives.

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "Grievance" is a complaint by a teacher in the bargaining unit, or by the Association in its own name, based on an alleged violation, misinterpretation, or misapplication of one or more of the expressed provisions of this agreement.
2. The "Aggrieved person" is the teacher or teachers making the claim.
3. The term "teacher" includes any individual or group of individuals who are members of the bargaining unit covered by this contract.
4. A "party in interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance complaint.
5. The term "days" shall mean school days.

#### B. Purpose

1. The primary purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.
2. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
3. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any member of the administration, excluding the Board and any Board member, or of proceeding independently as described in Section D of these procedures.

#### C. Structure

1. The building principal shall be the administrative representative when a grievance arises in that building.
2. The Superintendent of Schools shall be the administrative representative when a grievance arises in more than one school building.

#### D. Procedure

The number of days indicated at each level is considered as the maximum number of work days, and every effort will be made to expedite the process. The time limits may be extended or reduced by mutual consent in writing.

1. Level One - Appropriate Supervisor
  - a. Informal step - A teacher with a problem shall discuss it with his designated supervisor or principal within ten (10) days. A sincere attempt will be made by both parties to reach an amicable agreement. There shall be no written record of this meeting.
  - b. Formal step
    - 1) If the teacher is not satisfied with the informal discussion, the teacher shall place the grievance in writing and present it to the designated supervisor or principal within five (5) days following the informal conference.
    - 2) The teacher may again meet and discuss the matter alone or together with his association representative.
    - 3) A written and signed disposition of the grievance shall be made within five (5) days by the designated supervisor or principal.
2. Level Two - Superintendent of Schools
  - a. In the event the aggrieved person is not satisfied with the written disposition of his grievance at Level One, he shall, within five (5) additional days, file the grievance with the Association.
  - b. After receipt of the written alleged grievance, the Association shall decide whether or not there is a legitimate grievance.
    - 1) If the Association decides that no grievance exists, the Association shall so notify the claimant in writing within seven (7) days after receipt of the written alleged grievance. The teacher may continue to process his claim through Level two (2) only, without the Association's support, as follows.
      - i. If the teacher is not satisfied with the disposition of the alleged grievance by the Association as outlined in 1) above, the teacher may file the grievance in writing with the Superintendent of Schools within five (5) days after receipt of written notification from the Association.
      - ii. Within ten (10) days after receipt of the grievance, the Superintendent shall render a decision in writing as to the solution of the grievance.
      - iii. If the teacher is not satisfied with the disposition of the grievance by the Superintendent as outlined in ii) above, the teacher may, within five (5) days after receipt of the decision by the Superintendent, submit a written notice of appeal to the Board of Education via the Superintendent. Such appeal shall occur within thirty (30) days of

receipt of written notification to the Board.

- 2) If the Association decides there is a legitimate grievance the Association shall within five (5) days after receipt of the written grievance, file the grievance in writing with the Superintendent.
  - c. Within ten (10) days after filing the grievance in writing with the Superintendent, the Association shall meet with the Superintendent to discuss the grievance. A sincere attempt will be made by both parties to reach an amicable agreement.
  - d. Within ten (10) days after meeting with the Association to discuss the grievance, the Superintendent shall render a decision in writing as to the solution of the grievance.
3. Level Three - Arbitration
  - a. If the Association is not satisfied with the disposition of the grievance by the Superintendent, the written grievance, including grievance responses, shall be submitted within fifteen (15) days to arbitration, by written notice to the Superintendent and the Board members.
  - b. Within five days after such written notice of submission to arbitration, the parties will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within five (5) calendar days after the submission in writing of the grievance to arbitration as aforesaid, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party.
  - c. The arbitrator so selected will hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if all arguments have been waived, then from the date the final statements and proofs are submitted to him.
  - d. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. He shall have no power to alter, add to, or subtract from the terms of this Agreement. His power shall be limited to deciding whether there has been a violation of the express articles or sections of this Agreement.

It is understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

- e. The decision of the arbitrator, if within the scope of his authority, as above set forth, shall be final and binding.

f. The fees and expenses of the arbitrator shall be shared equally by both parties.

E. Rights of Teachers to Representation

1. Any party of interest may be represented by the Association or by a representative of the Michigan Education Association at all meetings and hearings at any level of the grievance procedure.
2. The Association shall have the right to be present and to state its views at the adjustment of the grievance.

F. Miscellaneous

1. A Grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance and the grievance procedure and the aggrieved person or persons shall not be permitted to further continue the same.
2. Decisions rendered at all levels shall be in writing and shall be promptly transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.
4. No document, communication, or record dealing with a grievance shall be filed in the personnel file of the teacher.
5. All information and records pertaining to the grievance shall be made available to the Board and the Association upon written request.
6. Failure of the aggrieved person or Association to comply with the foregoing procedures cancels the grievance.
7. Grievances shall be processed outside of regular classroom hours unless mutually agreed to by all parties.
8. Time lost by a teacher in connection with any incident mentioned in Article XV shall not be charged against the teacher.
9. The time requirements herein specified are deemed to be of the essence in this article.
10. Forms for filing and processing grievances shall be designed by the Superintendent and the Association. The forms shall be prepared by the District and given appropriate distribution so as to facilitate the operation of the grievance procedure.

G. Expiration of Agreement

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

## ARTICLE XVI

### NEGOTIATION PROCEDURES

A. At least 150 days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, and conditions of employment of members in the bargaining unit employed by the Board.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. The parties mutually pledge that representatives selected by each side shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

D. 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 the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the 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 subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

E. There shall be three signed copies of the final agreement for the purpose of record: one retained by the Board, one by the Association, and one by the Superintendent.

F. Any portion of this Agreement may be opened upon the written mutual agreement of the Association and Board.

**ARTICLE XVII**

**SEVERANCE PAY**

A. After ten (10) continuous years of regular employment under contract with the school district, the District will pay to the teacher who retires from the school district, and who meets the minimum requirements for drawing retirement benefits from the Michigan Public School Employees Retirement Fund, terminal pay as follows:

15% of the teacher's daily rate of pay for each unused sick day accumulated at the time of termination up to a maximum of :

2003-2004	\$7,500
2004-2005	\$7,500

An eligible teacher who provides written notification of retirement to the District by April 1<sup>st</sup>, 2002 or March 1<sup>st</sup> of each year thereafter, will receive \$250 in addition to unused sick day accumulation pay.

B. A teacher who dies while employed by the school district and who meets the time requirements set in paragraph A of this Article XVII will be eligible for the same benefits as a teacher retiring. The terminal pay in such cases will be paid to a beneficiary designated by the teacher.

## **ARTICLE XVIII**

### **INSURANCE PROTECTION**

The District agrees to furnish to all teachers the following insurance protection.

A. Effective June 1, 2012, the District will pay the monthly premium for either the cost of health insurance identical to MESSA Super Care I, 100/200 PRX (\$100/\$200 Single/Family deductibles, \$10/\$20 prescription co-pay, Single, Married, Family) or MESSA Choices, 500/1000 (\$500/\$1000 Single/Family deductibles, Saver Rx prescription, Single, Married, Family) insurance for each regularly employed teacher under contract who makes proper application to participate, provided the teacher is not already covered by comparable insurance. Teachers electing Super Care I will pay the cost difference in premium between Super Care I and Choices by way of monthly payroll deduction. Effective June 1, 2012, employees enrolled in Super Care I or Choices will contribute 20 percent toward the annual cost of Choices health care premium by way of payroll deduction over 26 pays.

Effective January 1, 2013, the District will pay the monthly premium for a High Deductible Health Plan with Health Savings Account 1250/2500 Single/Family (\$1,250/\$2,500 Single/Family Deductibles, MESSA HSA, Saver Rx Prescription Drug, Single, Married, Family) for each regularly employed teacher under contract who makes proper application to participate, provided the teacher is not already covered by comparable insurance. Employees enrolled in the High Deductible Health Plan will contribute 20 percent toward the annual cost of the health care pursuant to state law by way of payroll deduction over 26 pays. The District will fund 50 percent of the \$1,250/\$2,500 Health Savings Plan deductible.

There shall be no change in the current insurance carrier for the duration of this contract. The District's sole and only responsibility shall be for payments of its portion of the monthly premium. The provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits, and all other aspects of coverage.

The District shall offer a Section 125 Plan (the "Cafeteria Plan") consisting of Health Insurance, a Health Care Flexible Spending Account Plan, Cash-In-Lieu of Healthcare Insurance, a Dependent Care Flexible Spending Account Plan, and a Premium Conversion Option.

The health care flexible spending account plan and the dependent flexible spending account plan will be subject to applicable requirements of the Internal Revenue Code and associated regulations, as more fully described in the plan, including limits on medical and dependent care expenses that can qualify for reimbursement, the requirements that all requests for reimbursement be supported by adequate documentation, and the requirement that all amounts credited to an Employee's account not used before the end of a Plan Year must be forfeited.

B. Contractual teachers not desiring health care protection provided above in this Article XVIII may elect to receive cash in lieu of health insurance benefits in an amount not to exceed the aggregate of the equivalent of the District's base premium amount for Choices I "self only" coverage described in paragraph A above, less any payroll taxes payable by the District, in accordance with the District's qualified plan document which complies with Section 125 of the Internal Revenue Code, or cafeteria Plan, more fully described as follows. The minimum amount of such cash in lieu of health insurance benefits shall be \$498.00 per month.



Individual employees may elect to receive cash in lieu of health insurance benefits if they meet the following prerequisites:

- A. They are eligible to receive health insurance benefits; and
- B. They file a Waiver of Health Insurance form within the timeline established by the Plan Administrator; and
- C. They certify that they are covered under another health insurance program.

Employees who lose eligibility for health insurance benefits during the course of the plan year or who are eligible for partial health insurance benefits shall have the annual amount of the cash payment prorated.

The maximum annual amount of the cash benefit shall be as stated above, payable in 12 monthly payments on the first pay of each month. Staff who have elected other than the 26-equal pay plan shall have their July and August payments included with the June payment.

To the extent permitted by law, the amount of cash payment received may be applied by the bargaining unit member to a District approved tax-deferred annuity carrier. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

All costs relating to the implementation and administration of benefits under this program shall be borne by the District.

C. The District will provide payment of the hospital-medical-surgical insurance for the twelve-month period of September 1 through August 31.

Teachers who retire, and are eligible for MPSERS health benefits, shall be covered through the end of the last calendar month in which they are actively employed by the District. They will also receive a cash benefit in an amount equal to the District's base premium amount for Choices I "self only" coverage, less any payroll taxes payable by the District, for each month of insurance benefit they have accrued beyond the last month of their active employment.

D. The District will pay the premium for Group Term Life Insurance protection for each employee under a group policy with a carrier selected by the District. The amount shall be \$45,000. Subject to agreement by the carrier, the policy will include the following privileges:

1. Employees who start work after the effective date of the policy will be covered effective the first date of the month following active employment.
2. Employees leaving employment with the School District after the effective date of the policy will be covered until the first day of the month following departure.
3. Employees will have the right to convert coverage when discontinuing employment with the School District without physical certification as to insurability.

The provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The District's sole and only responsibility shall be to pay its portion of premium as set forth in this paragraph. In the event of accidental death, the insurance will pay double the specified amount.

E. Long Term Disability Insurance -- The District shall pay the actual premium cost to provide long term disability coverage for each contracted teacher as follows:

1. For any disability as defined by the insurance carrier which exists for a period exceeding 180 calendar days.
2. To insure 60 per cent of covered salary to a maximum of \$2,250 per month. The benefit to include primary and family social security benefits as defined by the carrier, and to continue to age 65.

F. The District will pay the premiums for dental insurance for contractual teachers under a group policy with a carrier determined and selected by the District. Coverage shall be equivalent to Delta Dental Plan E, Classes I, II and Orthodontic Rider 0-4, including internal and external coordination and suffixing of benefits.

G. The District will pay the premium for optical insurance for contractual teachers under a group policy with a carrier determined and selected by the District. Coverage shall be equivalent to MESSA's Vision Service Plan VSP-II.

H. With respect to paragraphs E, F, and G of this Article XVIII, the District's sole and only responsibility shall be to pay the premium or its proportion of the premium. The provisions of the group policies and the rules and regulations of the carrier or carriers shall govern as to the commencement and duration of benefits and all other aspects of coverage.

## ARTICLE XIX

### TEACHER COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in salary schedules which are incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

B. Salary for administrators who are assigned regular classroom teaching responsibilities will have the portion of the day that is assigned to classroom teaching based upon the individual's actual in-district seniority and degree status as specified in this Master Agreement. There shall be no more than one administrator assigned to such teaching responsibilities.

C. The District will not give credit on the salary schedule for previous teaching experience for those teachers hired after June 1, 1994, except for certified counselors and other certifications as agreed upon by the MEA President and the Superintendent of Schools. Agreed upon certifications will be granted up to five (5) years credit for previous teaching experience.

D. If a teacher completes the requirements for a higher degree, adjustments on the salary schedule will take place after official notification from the granting institution has been received by the District. All adjustments to salary will be effective at the beginning of the next payroll period following the date of receipt of the official notification.

E. Teachers that receive additional credit beyond their B.A. or M.A. may qualify for professional compensation<sup>1</sup>, provided the teacher has satisfied the following conditions.

1. The fifteen or thirty semester hours of credit must be earned after September 1, 1970.
2. The fifteen or thirty semester hours of credit must be granted by a degree granting, accredited institution or have the Superintendent's pre-approval, and courses taken are at the graduate level.<sup>2</sup> The accredited institution must have received its accreditation from one of the Regional Accrediting Organizations as recognized by the Council for Higher Education Accreditation (CHEA) or the U.S. Department of Education or both.

F. The contractual salary shall be divided as follows:

1. 26 equal pays;
2. 21 pays @ 26 pay rate plus summer pay-off;
3. 21 pays - first pay - 1 week;  
last pay - 3 weeks.

Each teacher may select one option that may not be changed during the school fiscal year except by mutual agreement between the District and the teacher.

G. Each teacher under contract shall be notified during the month of September as to the salary level under which he or she will be paid for the year.

H. The District shall pay an amount equal to 5% of each teacher's salary and other wages qualifying for retirement to the Michigan Public School Employees Retirement System. This amount shall not be deducted from the teachers' salary.

I. Salary schedule (See Exhibit 3).

J. Teachers hired after September 1, 1998, may be reimbursed a portion of qualified tuition costs, provided the following conditions are met:

- (1) Tuition costs must be incurred after September 1, 1998;
- (2) Tuition costs must be incurred at a degree granting institution and courses taken are at the graduate level
- (3) Courses eligible for reimbursement must be in the field of education, instructional improvement, school administration, guidance and counseling, or as approved by the Superintendent of Schools;
- (4) Teacher must submit documentation of successful completion of courses to be reimbursed, as well as copies of paid tuition receipts;
- (5) Teacher must have successfully completed one year of employment with the District.

Maximum tuition reimbursement under this article shall be \$1,800 per teacher, with a maximum of \$600.00 per year, and shall be available the first five years of a teacher's employment. Requests for payment shall be submitted on forms provided by the District, with payment to be made at the next regular Board meeting.

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<sup>1</sup> See Schedule 1-A

<sup>2</sup> This condition may be waived by the Superintendent of Schools.

## EXTRA PAY FOR EXTRA DUTIES

The District shall grant extra pay to those who are selected by the Superintendent of Schools and are approved by the District to perform the following extra curricular (beyond the school day) duties.

The method of applying percentages is:

1. Full years of experience in directing activities (See No. 3 and 4).
2. The B.S. Degree on the salary schedule.
3. In Schedule 2, excluding No. 6, 7, and 8, a teacher may apply experience in any of the listed activities, in a change of assignment to another activity even though he lacks experience in the new assignment.
4. In Schedule 3, "coaching", a coach may apply experience, in any of the listed sports, in a change of assignment to another sport even though he lacks experience in the new assignment. This transfer will be limited to not more than seven (7) years.

### **SCHEDULE 2**

1. Dramatics - Senior Play - 6%  
Musical: Director - 6%  
Musical Director - 6%
2. Middle School Yearbook Advisor - 5% or scheduled as a class, one period per day, plus 2%  
  
High School Yearbook Advisor - 9% or scheduled as a class, one period per day, plus 3%.
3. Music -
  - A. High School Band - 7% (includes: Marching and Concert Bands, Solo & Ensemble Festivals)
  - B. High School Choir - 2% (3% if more than one performance group)
  - C. MIS Band - 2%
  - D. MIS Choir - 2%
  - E. Summer Band Camp - 1%Assistant High School Band Director - 4% or a class period plus 1%  
Elementary Musicals - 2% (to include Christmas, Spring and all city programs).
4. Professional Study Council (2/building) - \$200.00 each
5. Student Council:  
High School - 6% or 1 hour release time per day  
Middle School - 4%  
Elementary - 2%
6. Athletic event responsibility: Basketball \$22.00  
Other Sports \$20.00  
  
Games Manager: \$30.00 per daily scheduled athletic event
7. Supervisors on spectator bus trips after school hours:

- a. Short Trip - Trips to Port Huron, St. Clair, Marine City, or trips of 20 miles or less one way - \$17.50.
  - b. Long Trip - Trips to Cros-Lex, Yale, Algonac, or trips exceeding 20 miles one way - \$23.00.
- 8. Bus Supervision - 4%
  - 9. National Honor Society Advisor - High School - 4%  
Middle School- 1%
  - 10. Quiz Bowl Advisor - 3%
  - 11. Class Advisors - following amounts to be divided among advisors, to be determined by the advisors and the building principal:
    - 12th Grade - \$ 950.00
    - 11th Grade - \$ 850.00
    - 10th Grade - \$600.00
    - 9th Grade - \$500.00
  - 12. Elementary Service Squad and Safety Patrol Advisor (1 position per school) - 2%
  - 13. Probationary Teacher Mentor - \$450.00  
The District shall establish and maintain procedural guidelines on teacher mentor responsibilities.
  - 14. Elementary Greenhouse - \$800.00  
  
The above amount will be divided among the Greenhouse Committee, as determined by the committee and the building principal.
  - 15. Teachers assigned during preparation periods shall be paid per period as follows:
    - 2003-2004      \$24.00
    - 2004-2005      \$24.50

**SCHEDULE 3**  
**COACHING SALARY SCHEDULE**

**FOOTBALL:**

Head Coach	9.5%
1st Varsity Assistant	7
2nd Varsity Assistant	6
Junior Varsity	7
J.V. Assistant	6
Freshmen	6.5
Freshmen Assistant	5.5
Middle School	5.5
Int. Assistant	5

**BASKETBALL:**

Head Coach	9.5%
Junior Varsity	7
Freshmen	6.5
8th Grade	5.5
7th Grade	5.5

**BASEBALL: (Boys)**

Head Coach	9%
Junior Varsity	7
Freshmen	5.5

**WRESTLING (Boys)**

Varsity	9%
Junior Varsity	4.5

**HOCKEY (Boys)** 8%

**CROSS COUNTRY** 6%

**GOLF** 5.5%

**COMPETITIVE CHEER** 2%

**CHEERLEADERS:**

(Separate Seasons/Separate Pay Fall/Winter)

Varsity	9%
Junior Varsity	7
Freshman	6
Middle School	5.5

**POM POM GIRLS** 6%

**VOLLEYBALL: (Girls)**

Head Coach	9.5%
Junior Varsity	7
Freshmen	5.5
Middle School	5

**TRACK:**

Head Coach	8%
Varsity Assistant	6
8th Grade	5
7th Grade	5

**SOFTBALL: (Girls)**

Head Coach	9%
Junior Varsity	7
Freshmen	5.5
8th Grade	5

**SWIMMING**

Boys	8%
Girls	8

**TENNIS** 6%

**SOCCER** 7.5%

**SCHEDULE 4**  
**SUMMER PROGRAMS**

All teachers employed in Summer School Programs shall receive as follows:

2003-2004	\$24.00
2004-2005	\$24.50

**SCHEDULE 5**  
**TRAVEL ALLOWANCE**

Teachers as determined and authorized by the Superintendent of Schools who must use personal transportation in performance of their duties and all other authorized travel will be paid at the following rate:

Maximum allowed by IRS

**SCHEDULE 6**  
**EVENING PARENT-TEACHER CONFERENCES**

Teachers shall be compensated at \$25.50 per hour for time worked during the second evening Parent/Teacher Conferences upon submission of appropriate worksheet. This compensation will be paid with the 1<sup>st</sup> pay period in December.



## ARTICLE XX

### REDUCTION OF PERSONNEL

A. In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field, or program or eliminate or consolidate positions, the District shall follow the procedure listed below:

1. Teachers not holding a regular Michigan provisional, continuing or qualified certificate will be laid-off first, provided there are fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid-off teachers.
2. If reduction is still necessary, then probationary teachers with the least number of years of seniority in the Marysville Public Schools system will be laid-off first, provided there are remaining fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid-off teachers.
3. If further reduction is still necessary, then tenure teachers with the least number of years of seniority in the Marysville Public Schools system will be laid-off first, provided there are remaining fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid-off teachers.

B. Seniority is defined as unbroken service in the bargaining unit. Leaves of absence with or without pay and absences due to layoffs are not to be considered a break in service. Time spent on leave or laid-off status will not count toward seniority time.

C. Recall of laid-off teachers shall be in the inverse order of layoff, i.e., those laid-off last will be recalled first; provided, however, that a teacher in order to be reassigned shall be certified and qualified to teach the specific course and grade to which he or she is being assigned.

D. Seniority right shall be lost by the teacher if the teacher does not return within fifteen (15) working days when he is recalled from layoff. Seniority shall be terminated when a teacher severs employment. Upon re-employment, at a later date, seniority shall begin at the time of re-employment.

- E.
1. Non-bargaining unit employees holding any of the excluded positions listed in Article I (Recognition) of the Master Agreement between the District and the Association and/or any excluded positions subsequently created shall not accrue or be entitled to any bargaining unit seniority subsequent to June 30, 1984. This shall apply to all employees in excluded positions, including those who may also be assigned to teach classes.
  2. For years prior to the 1984-85 school year, non-bargaining unit employees holding any of the excluded positions listed in Article I shall be entitled to retain any previous seniority as listed on the approved 1983-84 teacher seniority list. However, said employees shall not accrue any additional

bargaining unit seniority beyond that listed on the 1983-84 teacher seniority list.

3. Non-bargaining unit employees holding any of the excluded positions who retain any previous seniority pursuant to number 2 above shall continue to be listed on the teacher seniority list. They shall be entitled to the same seniority rights as all bargaining unit members on the list. They shall not be entitled to superior rights.

F. Teachers being laid off at the end of the first semester shall be given no less than forty-five (45) days notice. The Board shall give no less than sixty (60) days notice to the teacher being laid off at the end of the second semester.

G. It is intended that this Article XX takes precedence over and governs the individual teaching contracts; and the individual teaching contract is expressly conditioned by this Article.

H. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed therein, including all benefits under this Master Agreement, shall be reinstated in full upon re-employment.

I. Benefits for laid-off teachers.

1. A teacher that has been laid off because of staff reduction shall, upon application, and at his/her option, be granted priority status on the District substitute list.
2. Teachers laid off at mid-year (semester break) shall have their hospital-medical-surgical insurance extended at District expense through the month of April of the school year.

## ARTICLE XXI

### VOLUNTARY TWINNING PROGRAM

A. The purpose of this program is to allow two teachers to share a single full-time assignment. It is expressly understood that this voluntary pairing, otherwise known as twinning, shall not occur if the pairing results in the layoff, involuntary transfer, or the attrition from a building of a full-time teacher.

The voluntary sharing of a single position by two teachers likewise shall not occur if such a pairing prevents the recall of a laid off teacher.

B. Only teachers with two or more years of seniority in the Marysville School District shall be eligible for the pairing.

C. Teachers wishing to participate in the pairing program shall notify the Superintendent by March 15. The number of twinning assignments will be normally finalized by June 1. Teacher selections will be determined by certification, qualifications, and seniority. Later applications may be considered by the Superintendent.

D. Teachers may request who their partner shall be for the joint position. A teacher may also apply on an individual basis.

E. If twinning occurs between two elementary teachers, the position of the paired team shall be the building position of the more senior teacher unless both teachers in the team request the position of the less senior teacher.

F. Positions vacated by a member of the paired team must be filled by a laid-off teacher.

G. The twinning position shall be effective for one school year. At the conclusion of the year, both teachers will return to the full-time assignment they held the previous year. Individuals, however, may initiate a request to continue their pairing for an additional year as a team or with a new partner.

H. The building principal will have the opportunity to interview and approve teachers who wish to twin in his/her building.

I. Teachers participating in this program shall receive a full year of seniority.

J. Twinning rotations for secondary may be:

1. 60% full year;
2. 40% full year;
3. 60%/40% full year.

K. Twinning rotations for elementary will be half days, grades K-6.

L. The program will operate on a cost basis as follows:

1. Teachers shall receive their regular salary prorated for the percentage of time worked. (For example, two teachers sharing a position on a 50% - 50% basis

would each receive 50% of their respective regular salaries).

2. Board-paid fringe benefits and/or cash in lieu of health insurance benefits as described in Article XVIII Insurance Protection shall be prorated for the percentage of time worked under this program. The teachers shall be allowed full insurance coverage by paying the difference in premium costs, and such excess premiums shall be deducted from his pay. The teacher shall also be allowed the option of applying the dollar equivalency of the Board paid premiums towards one or more of the insurance coverages, subject to the rules of the carriers.

## ARTICLE XXII

### **PROFESSIONAL LEARNING COMMUNITIES**

*Time will be regularly scheduled for teachers to participate in Professional Learning Communities (“PLCs”). PLCs will have the following structure:*

- A. There will be 34 designated meeting times per school year, to be held on Wednesday mornings. PLCs at all levels will start at the beginning of the regular teacher day and last for 40 minutes.
- B. PLCs at each building will be directed by a Leadership Team consisting of four (4) PLC/School Improvement Chairs (teachers) and the building principal. The Leadership Team will be responsible for both PLCs and School Improvement.
- C. Leadership Team members will have two (2) year terms. Beginning with the 2009/10 school year, two Leadership Team members will rotate each year. Current Leadership Team members (as listed in XXII, B) are responsible to nominate future team members.
- D. Leadership Team members will each be paid a stipend of \$500 per school year payable in June. Leadership Team members will also each receive one (1) compensatory day per school year to be applied for and used in accordance with the guidelines in Article VII, D regarding compensatory time. Days are not cumulative.
- E. One PLC meeting per month will be used for building administration at the direction of the building principal. There will be no required staff meetings outside of the regular teacher day.
- F. Teachers shall have relief periods in accordance with Article V, C. However, Expressive Arts teachers will have at least four (4) five-minute relief periods in between classes on PLC days.

## **ARTICLE XXIII**

### **MISCELLANEOUS**

A. If any provision of this Agreement or any application of this Agreement to any teacher shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect. Either party, upon notice to the other, may re-open for negotiation that portion of the contract that has been ruled invalid by law.

B. The individual contracts between the District and the teachers heretofore or hereafter executed shall be subject to the terms and conditions of this Agreement or any subsequent Agreement executed between the Parties.

C. Newly emerging educational issues (such as Quality Reform of Dec. 1993) will continue to be addressed through negotiations between the parties and incorporated upon completion. The committees will study Special Education Inclusion, School Improvement Language, and other issues not limited to the above. Either party, upon notice to the other may initiate discussion to implement this section of the contract.

During the 2005-2006 school year, both parties agree to establish a study committee on the topic of ProStart.

Guidelines, responsibilities and expectations of this committee shall be agreed upon by separate letter of agreement.

D. An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.0501 to 141.1531, shall be allowed to reject, modify, or terminate this agreement. Inclusion of the language required under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Association to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Association's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an emergency financial manager which acts to reject, modify, or terminate the collective bargaining agreement. This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or on the employer. The Association reserves all rights to assert that this clause is unenforceable.

## ARTICLE XXIV

### **ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT**

This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this District shall be annexed, consolidated, or otherwise reorganized. All bargaining unit members on tenure at the time of annexation, consolidation, or other reorganization shall be granted tenure by the successor Board of Education. All rights accrued by bargaining unit members under this Agreement shall be assumed by the successor Board of Education. No bargaining unit member shall be adversely affected by a change in hours, wages, terms or conditions of employment in the existing Agreement as a result of the annexation, consolidation, or other reorganization, including but not limited to seniority, salary, fringes, transfer rights, maintenance of standards, layoff and recall, and assignments. Retraining of current personnel will be provided up to and including the continuation of the salary and contractual rights during the retraining period, payment of additional tuition costs, retraining fees and transportation expenses incurred as a result of the change in assignment because of the annexation, consolidation, or other reorganization.

In the event that this District shall be annexed, consolidated, or otherwise reorganized with one or more districts in whole or in part, the Board will use every effort possible to assure the continued recognition of the Association/Union and the continued employment of its members in such district. If any of the above causes a negative impact upon a bargaining unit member employed by the successor Board of Education pursuant to this Agreement, a resolution of the negative impact shall be negotiated between the successor Board as one party and the bargaining unit members of the successor school district as the other party.

**ARTICLE XXV**

**DURATION OF AGREEMENT**

A. This Agreement shall be effective as of September 1, 2012, and shall continue in effect through August 31, 2015.

For the 2014-15 year of this Agreement, the parties agree to a reopener on economics and insurance.

B. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives on the 1<sup>st</sup> day of March, 2012.

**ST. CLAIR COUNTY EDUCATION  
ASSOCIATION, MEA/NEA**

By \_\_\_\_\_  
For: Marysville Education Association

By \_\_\_\_\_  
For: SCCEA/MEA/NEA

**MARYSVILLE PUBLIC SCHOOLS  
DISTRICT**

By \_\_\_\_\_  
President of the Board

By \_\_\_\_\_  
Secretary of the Board



**SCHEDULE 1**  
**SALARY**

<u>Level</u>	<b>2012-13</b>		
	<u>B.S.</u>	<u>M.A.</u>	<u>Ed Sp/Dr</u>
1	36,153	39,630	41,847
2	39,069	42,777	45,084
3	41,994	45,898	48,312
4	44,843	49,020	51,540
5	47,738	52,164	54,826
6	50,630	55,384	58,024
7	53,529	58,539	61,259
8	56,418	61,668	64,492
9	59,317	64,810	67,733
10	62,952	68,698	71,661
11	64,769	70,641	73,626
12	66,586	72,584	75,590

For the 2012-13 school year, step increases will occur at the fourth quarter instead of at the beginning of the school year.

Employees hired before September 1, 1998, will be on a ten-step salary schedule. Upon reaching the ninth step, they will proceed to the final step on the salary schedule the following year.

**2013-14**

<u>Level</u>	<u>B.S.</u>		<u>M.A.</u>		<u>Ed. Sp.</u>	
1	36,153	36,515	39,630	40,027	41,847	42,266
2	39,069	39,460	42,777	43,205	45,084	45,535
3	41,994	42,413	45,898	46,357	48,312	48,795
4	44,843	45,292	49,020	49,511	51,540	52,056
5	47,738	48,216	52,164	52,685	54,826	55,375
6	50,630	51,137	55,384	55,938	58,024	58,604
7	53,529	54,064	58,539	59,124	61,259	61,871
8	56,418	56,983	61,668	62,285	64,492	65,137
9	59,317	59,910	64,810	65,458	67,733	68,410
10	62,952	63,582	68,698	69,385	71,661	72,377
11	64,769	65,417	70,641	71,348	73,626	74,362
12	66,586	67,252	72,584	73,310	75,590	76,346

The above salary schedule represents a 1.0% increase on 2010-11 salary for the fourth quarter of the school year. For the 2013-14 school year, step increases will occur at the fourth quarter instead of at the beginning of the school year.

Employees hired before September 1, 1998, will be on a ten-step salary schedule. Upon reaching the ninth step, they will proceed to the final step on the salary schedule the following year.

**SCHEDULE 1 -A**

**Rate of Compensation**

B.A. Degree & 15 Semester Hours	\$750.00 Additional Each Year [five consecutive year maximum]
B.A. Degree & 30 Semester Hours	\$950.00 Additional Each Year [no maximum]
M.A. Degree & 15 Semester Hours	\$750.00 Additional Each Year [five consecutive year maximum]
MA. Degree & 30 Semester Hours	\$1,500 Additional Each Year (2008-09) \$1,600 Additional Each Year (2009-10) \$1,700 Additional Each Year (2010-11) [no maximum]

The above additional amounts will be paid by separate check on the first pay period in December. Individual teachers may only receive additional pay for a period of five (5) consecutive years beginning any time after September 29, 1998 for the BA + 15 or MA + 15 as indicated above.

Anyone hired after September 1, 1998 is entitled to tuition reimbursement for graduate classes, up to \$600 per year with a maximum of \$1,800. (Article XIX-J)

# GRIEVANCE PROCEDURE FLOW CHART

**Alleged Grievance**



within 10 days

Informally Discussed  
With Principal or Supervisor



within 5 days

Formal Written Grievance  
To Principal or Supervisor



within 5 days

Written Disposition  
By Principal or Supervisor



within 5 days

Alleged Grievance Filed with Association



within 5 days

If Association Finds Grievance  
It Files with the Superintendent



within 10 days

Association and Superintendent  
Meet to Discuss Grievance



within 10 days

Superintendent Renders  
Written Decision



within 15 days

Association May Submit  
Grievance to Arbitration



within 7 days

Association Notifies Claimant  
that No Grievance Exists



within 5 days

Teacher May Continue Without  
Assoc. Support through Step 2



within 10 days

Superintendent Renders  
Written Decision



within 5 days

Teacher May Submit Written  
Appeal to Board of Education

