

**MASTER AGREEMENT**

BETWEEN

**BOARD OF EDUCATION OF MARTIN PUBLIC SCHOOLS**

AND

**MARTIN EDUCATION ASSOCIATION, MEA/NEA**

**2012-2013**

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# AGREEMENT

**THIS AGREEMENT** made by and between **MARTIN PUBLIC SCHOOLS**, Allegan County, Michigan, acting by and through its Board of Education (hereinafter called the "Employer") and the **MARTIN EDUCATION ASSOCIATION** (hereinafter called the "Association"); MEA/NEA.

WITNESSETH:

## ARTICLE 1 – RECOGNITION

The Employer hereby recognizes the Association as the exclusive bargaining representative, as defined in Public Act 112, for certified teaching personnel, school social workers, including personnel on tenure, probation, classroom teachers, guidance counselor, librarians and remedial reading teachers, curriculum coordinator, employed by the Employer, but excluding certified and non-certified supervisory and executive personnel, teaching principals, Headstart teachers, substitute teachers, temporary teachers, office and clerical employees, and all other employees. The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined in this paragraph. "Teacher" means a bargaining unit member whose terms and conditions of employment are regulated by the Michigan Teachers' Tenure Act. "Temporary Teacher" means a person who is certified and qualified to serve as a replacement for a regularly employed teacher on either a day-to-day basis or for less than ninety (90) continuous scheduled work days during a school year. "Ancillary staff" means a bargaining unit member whose terms and conditions of employment are not regulated by the Michigan Teachers' Tenure Act.

## ARTICLE 2 – WORKING CONDITIONS

**2.1 SCHOOL YEAR.** The number of workdays shall be the number of student days mandated by state statute for that particular year, plus the number of professional development days as mandated by state statute for that particular year.

**2.2 GENERAL PROFESSIONAL DUTIES.** Although the parties recognize that the commitment of an employee cannot be measured merely by time, the compensation set forth on Schedule "A" for regular professional duties is based on a professional week consisting of forty (40) hours on the school premises or at a duty-connected facility designated by the Employer.

Full time certified employees shall be required to be on duty, at their work stations, 15 minutes before the beginning of the student day and 15 minutes after the end of the student day.

**2.21 Elementary Classroom Employees.** A full-time employee regularly assigned as a K-5 classroom employee will have during each full school week:

A. Thirty (30) minute duty-free lunch daily, except in emergencies not based on personnel needs.

B. Conference/Planning Time – The parties agree that the aggregate time allocated to conference/planning time as specified herein shall not normally be less than the equivalent of 1 instructional period at the secondary level except as set forth hereafter, namely:

(1) When responsibility for a class has been assumed by another employee for special instruction such as art, library, music or physical education, except as such employee or a substitute employee may be reasonably unavailable, and when adjustments in the daily schedule are made to accommodate special programs; and

(2) During scheduled recess periods.

**2.22 Middle School and Senior High School Employees.** A full-time employee regularly assigned as a 6-12 classroom employee will have during each full school week:

A. Thirty minute duty-free lunch daily. B. Five preparation periods per week equal to the instructional period.

**2.23 Specialist Employees.** The normal work week of specialist employees shall be equal to the employee of the grade level or levels to which assigned.

**2.24 Part-time Employees.** The normal work week of part-time employees shall be adjusted by the Employer on an individual basis in accordance with the number of hours employed and duties assigned.

**2.25 General Professional Duties.** In addition to the foregoing professional duties, each employee shall, to the extent required for the proper discharge of his/her professional obligations, participate in faculty, departmental and curriculum meetings, staff development programs, student activity assignments, parent-employee and student-employee conferences, professional development and such other professional activities as may reasonably be required.

Except in the case of an emergency, faculty meetings, when required, may be called upon reasonable prior notice and shall ordinarily: A. Not exceed one (1) hour in length, and B. Be held on the second Tuesday of the month.

**2.26 Work Load.** The parties recognize that the professional workload and effort of each employee cannot be precisely measured. Nonetheless, the parties agree that the student-teacher ratio is both a measure of workload and an element in

educational programming. Accordingly, to the extent practicable and recognizing the various elements which must be considered, including, but not limited to, such considerations as physical facilities and equipment, changes in enrollment, specialized or experimental instruction, improvement of instruction methods, instructor's recommendation, type of student, subject matter and type of class, class loads shall be maintained at levels regarded as educationally desirable within the following guidelines:

<u>Classes</u>	<u>Students</u>
K-2	22-25
3-6	23-26
7-12 Academic	24-29
Ind. Arts/Art	20-30
Physical Education	35-45
Music (excluding Bands/Choirs)	25-30

If the number of students in a given class exceeds the guidelines set forth above on the official state count day in September and/or official count day of the second semester, the employee may request a meeting with an ad hoc Review Board. The purpose of such Board shall be to review the relevant circumstances, determine the causes of the problem, and try to work out, if possible, a satisfactory solution to the problem by appropriate scheduling and personnel adjustments or such other means as the Employer shall deem reasonable in light of the relevant circumstances, including, but not limited to, utilization of employee aides, release from non-classroom or non-instructional duties, redistribution of students in light of special student needs and requirements. The Review Board shall consist of:

- 1) The Superintendent or designee
- 2) The Building Principal and
- 3) Two representatives from the Association.

When feasible, no class shall be assigned more students than there are student workstations in the classroom.

**2.3 PROFESSIONAL ASSIGNMENTS.** Each ancillary staff shall be placed, to the extent practicable, in a position which will most effectively use the ancillary staff member's skills and experiences while providing for the present and future ancillary staff needs of the district. Such assignment shall ordinarily be within the scope of the ancillary staff's major or minor field(s) of study.

**2.31 Assignment Criteria.** The professional assignment of an ancillary staff shall be made by the Employer on the basis of the following criteria, namely:

- A. The contribution which the ancillary staff could make to students in the position.
- B. The preference of the ancillary staff for the assignment.
- C. The certification, applicable academic preparation (including majors and minors), teaching experience, and performance evaluation records of the ancillary staff compared to the certification, applicable academic preparation (including majors and minors), teaching experience, and performance evaluation records of outside candidates, both for the position to be vacated and the position to be filled.
- D. The opportunity for professional growth of the ancillary staff member.
- E. The benefits to be derived by the Employer in making the assignment.
- F. The length of service of the ancillary staff in the District.

**2.32 Notice of Assignment.** Notice of teaching and student activity curricular assignments shall ordinarily be made for the next school year on or before July 1 for those ancillary staff who have confirmed in writing their intention to return. Employees may state a preference for an assignment. This preference will be considered when schedules are planned. It is understood that emergency situations may dictate a change in this schedule. When this occurs an advisory committee shall be formed consisting of 2 ancillary staff from the affected area, the building principal, and the superintendent. In these cases after input from this committee, the employer shall make the assignment based on the criteria listed above in 2.31.

**2.33 Vacancies and Postings.**

A. Whenever any vacancy in any position covered by this Agreement in the District shall occur, the Board shall publicize the same by posting an official written form of such vacancy in each employee lounge, and a copy of such notices shall be given to each MEA Building Representative. This notice is to be posted for a period of at least five (5) working days prior to the application deadline.

1. A vacancy is a position caused by a retirement, resignation or creation of a new position. The posting shall be for the actual position. If the position is to be changed, the Board shall notify the MEA.
2. Any employee interested in a change in assignment shall notify the Building Principal and the Association not later than April 1 in the year prior to the change. Vacancies occurring after August 1, but before September 30, do not require posting. The Board will, however, consider as applicants for any such positions, individual who have submitted statements of preference for such grade level or subject matter assignments.
3. Vacancies for less than a semester need not be posted. Positions which become vacant after September 30 may be filled temporarily; however, must be posted in compliance with the contract provision if they continue into the next semester or school year.

B. Any employee may apply for such a vacancy. The Board shall consider these factors in filling ancillary staff positions.

1. Professional certification, background and attainments of each applicant;
2. Other factors and qualifications as established by the Board, which may include but are not necessarily limited to NCA standards; performance evaluations, experience and needs of the district;
3. Length of time in the district.
4. These provisions do not apply to extra duty vacancies.

**2.4 STUDENT ACTIVITY ASSIGNMENT.** An employee shall not have tenure in any student activity assignment. The initial assignment or re-assignment of the employee to an activity shall be for reasons satisfactory to the Employer. A student activity may be temporarily or permanently discontinued. Assignments shall be made in accordance with the following guidelines:

**2.41 Category "A".** An activity designated as a Category "A" assignment shall be assigned as part of an employer's academic assignment.

**2.42 Category "B".** The acceptance of an assignment classified as a Category "B" assignment shall be voluntary provided, however, if no employee possessing the necessary qualifications for the assignment requests such assignment, the Employer may assign such activity to an employee who was not required to perform the assignment during the prior two school years. Members of the bargaining unit shall be considered for any Category B or C, before the interviewing of non-bargaining unit members. Any bargaining unit members not chosen for a Category B or C posting will be given a full explanation of the reason they were not selected.

**2.43 Category "C".** The acceptance of an assignment classified as a Category "C" assignment shall be voluntary provided that, if an employee was employed with the understanding that the employee would be assigned an activity related to his/her professional employment, the employee shall accept such assignment. The provisions of this Agreement shall not apply to such person except that the compensation rate for any such assignment shall not exceed that set forth in Schedule "B" unless the parties mutually agree otherwise. Members of the bargaining unit will be informed as to the reason they are not selected for a position or are not renewed for a position.

**2.5 ADMINISTRATOR RETURNING TO THE CLASSROOM.** No administrator may be reassigned as a classroom employee in the Martin Public Schools if such action causes the layoff of a classroom employee. An administrator who is reassigned may not accrue more than two (2) years of seniority as an administrator.

**2.6 REPORTING OF EMPLOYEES.** The parties recognize that adverse weather conditions, mechanical failures, civil disorders, communicable diseases or other circumstances beyond the control of the Employer may require the dismissal of classes. The Employer shall have the right to:

- A. Excuse an employee who through reasons beyond the employee's control is reasonably unable to report to work or is unable to report for work at the scheduled time, except that employees shall be excused if school is closed because of adverse weather;
- B. Permit an employee to temporarily perform professional duties at a location other than the employee's normal work station; or
- C. Schedule meaningful professional development programs or provide for the performance of useful professional activities, including employee class preparation work.

**2.7 CONFERENCES.** An employee shall be reasonably available for consultation with students, parents, and members of the professional staff and others.

**2.8 SAFETY OF STUDENTS.** An employee shall make every reasonable effort to protect students from conditions harmful to learning, health, or safety. For such purpose, an employee shall promptly notify the Administration of any defective condition in the physical facilities of the District which may reasonably cause injury to persons or property.

**2.9 PROFESSIONAL RESPONSIBILITIES.**

A. The success of an employee is measured by the progress of each student toward the realization of his/her potential of a worthy and effective citizen. In fulfilling this obligation to the student, an employee:

1. Shall not without just cause restrain the student from independent action in his/her pursuit of learning, deny the student access to varying points of view, deliberately suppress or destroy subject matter for which the employee bears responsibility, or seek to impose upon the student his/her own opinions.
2. Shall direct the instructional material to the assigned subject matter and not digress to matters which are not reasonably related.

3. Shall maintain such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment.

**B. Student Evaluation.** Each student shall be fairly and impartially evaluated in accordance with guidelines established from time to time by the Employer for the evaluation of students.

**C. Rules and Regulations:** The responsibility of an employee for the enforcement of the rules and regulations of the District is not limited to the employee's classroom. An employee shall assist in the enforcement of such rules and regulations of the District as may be from time to time promulgated and shall comply with all applicable laws, regulations, policies and directives which are not contrary to law or to the terms of this agreement.

**D. Professional Conduct.** Shall be present and prepared to perform professional assignments at the established time and place, except as the reason for such tardiness or absence could not have reasonably been anticipated or avoided, and shall promptly advise the Administration of tardiness or absence in accordance with such notification procedure as may be from time to time established by the Employer.

**E.** Shall not knowingly withhold or misrepresent material information concerning his/her professional qualifications, the discharge of his/her professional duties, or his/her eligibility to receive any benefits from the Employer, and shall promptly notify the Administration of any physical or mental condition which may temporarily or permanently impair his/her ability to effectively discharge his/her professional responsibilities.

### **ARTICLE 3 – SUPPORTING SERVICES AND FACILITIES**

**3.1 EQUIPMENT AND MATERIALS.** The Board recognizes that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board shall endeavor to keep the school properly equipped and maintained with these items.

**3.2 TEACHER FACILITIES.** The school shall make available:

- A.** Adequate restroom facilities for the use of elementary and secondary employees.
- B.** Telephone and parking facilities for conducting school-related business.

### **ARTICLE 4 – COMPENSATION AND BENEFITS**

#### **4.1 BASIC COMPENSATION**

**4.11 Compensation Schedule.** The basic compensation of each employee for the performance of regular duties shall be as set forth on Schedule "A".

**4.12 Initial Compensation.** The initial placement of an employee on the salary schedule who was not a member of the bargaining unit during the prior work year shall be determined by the Employer on the basis of such employee's education, experience (including military service and vocational experience), past professional performance, and the general availability of persons with similar qualifications except that an employee shall not be placed on the salary schedule at a step higher than the aggregate of such employee's actual teaching and related work experience.

**4.13 Academic or Certification Advancement.** Academic or certification advancement shall be made at the beginning of each semester following advancement, provided that the employee shall submit proof of such advancement not later than thirty (30) days after the beginning of the semester.

**4.14 Compensation Advancement.** An employee shall advance on the salary schedule automatically at the beginning of each school year unless an employee shall have received a definite written statement of unsatisfactory service and the recommendation of Employer of no advancement on the salary schedule prior to April 1 of the previous school year. In such event, the employee shall have the right to a private or public hearing before the Board of Education, if requested within fifteen (15) days after receipt of such notice. For the purpose of this provision, unsatisfactory service shall be defined by the evaluation instrument and proper administration of the same.

**4.15 Student Activities.** Student activity assignments as set forth on Schedule "B" shall be compensated as therein provided. An activity not included on Schedule "B" shall receive such compensation as established by the mutual agreement of the parties at the time of the approval of the activities.

**4.16 Extended School Year.** An employee required to work in excess of the number of scheduled work days set forth in the School Calendar, exclusive of those days rescheduled pursuant to Section 2.1, shall be entitled to a proportionate increase in compensation.



**4.17 Deductions.** The Employer shall deduct from the pay of each employee such amounts as may be required by law, or which are expressly authorized by this Agreement or by the employee in writing. The Employer may limit the number of deductions and may make a reasonable charge for changes in deductions provided that an employee shall have the right to change insurance deductions without charge during the first twenty (20) days of the school year or at any time by reason of changes in marital status or dependency. The employer shall establish and maintain an IRS Section 125 for health insurance for all bargaining unit members.

**4.2 INSURANCE.** Hospital and medical insurance shall be provided on the terms and conditions set forth on Schedule C.

**4.3 TUITION REIMBURSEMENT.** This program will provide for partial reimbursement for the cost of tuition for graduate credits earned from accredited institutions. Applicants will be reimbursed at the rate of 50% of the actual per hour tuition fee, not to exceed the aggregate sum of \$400.00 per employee, per fiscal year (July 1 – June 30). Reimbursement shall not be made for the first 18 hours. Candidates for tuition reimbursement must request prior approval from the Superintendent of Schools. Course work must be directly related to the candidate's present teaching position, or be in an area of professional growth that could potentially benefit the school district, as determined by the administration. Reimbursement will be processed by the business office when documentation of successful course completion and tuition paid is received, and will be charged against the fiscal year in which the reimbursement is paid to the employee.

**4.4 MOVEMENT ON SALARY SCHEDULE.** For the purpose of movement on the salary schedule, members who work less than a full school year in Martin under contract shall receive credit as follows:

1. No experience credit if the number of days worked during the school year is forty-six (46) or less.
2. One-half (1/2) year experience credit if the number of days worked during the school year is more than forty-six (46) and less than one hundred thirty-nine (139).
3. One year experience credit if the number of days worked during the school year is one hundred thirty-nine (130) or more.
4. Sick days will be included when computing the number of days worked.

## **ARTICLE 5 – AUTHORIZED ABSENCE**

**5.1 PURPOSE.** Employees unable to report for duty because of illness or other justifiable reasons must notify their principal (or designee), not later than 6:00 a.m. unless an emergency arises and it is impossible for the employee to give such notice.

**5.2 SICK LEAVE.** Sick leave shall be administered in accordance with the following guidelines, namely:

A. Sick Leave may be used for:

- (1) Any physical or mental condition which disables an employee from rendering professional services, excluding any condition compensable by Worker's Compensation.
- (2) Any communicable disease which would be hazardous to the health of students or other employees.
- (3) Physical examinations or medical treatment which cannot reasonably be scheduled outside of the regular workday.
- (4) Serious illness or death in the immediate family of the employee subject to the following conditions and limitations:
  - a. Up to five (5) days leave for a death in the immediate family, up to three (3) days leave for a death in the extended family, and not more than one (1) day for a death of a grandparent, grandchild, aunt/uncle, niece/nephew of the employee or the employee's spouse to the extent reasonably required to attend the funeral of the deceased person.
  - b. UP to ten (10) days leave per year for serious illness of the spouse or child of the employee, the parent of the employee or spouse of the employee's child, the brother or sister of the employee to the extent that the presence of the employee is reasonably required. Additional unpaid leave may be granted pursuant to Section 5.6.
  - c. For the purpose of this provision, the term "immediate family" means the spouse or child of the employee, and "extended family" means the parent or sibling of the employee.

B. Each employee shall be credited, at the beginning of each school year, with ten (10) days of sick leave with pay. Sick leave may accumulate to one hundred fifty (150) days. The amount of unused sick leave shall be certified on the pay stub of each employee four times in each school year.

C. No payment for unused leave shall be made. If an employee shall not complete the contract period, the Employer shall be reimbursed for any days or fractions of days used in excess of the proportionate leave days earned as of the termination date.

D. Sick leave shall be charged against duty days only and shall cease to accumulate and shall not be used by an employee during such periods as the employee is on a leave of absence, laid off, or otherwise not regularly providing services to the District.

E. In the event an Employee experiences a catastrophic illness or accident and is without sufficient sick days, the Superintendent may, at his discretion, grant that Employee additional sick days. The Superintendent may allow other Employees to voluntarily donate one (1) sick day from his/her accumulated sick days to assist the affected Employee.

F. **Sick Day Retirement Benefit.** A retiring employee will inform the Superintendent of their impending retirement, on or before March 1 of the year they intend to retire, in order to preserve their sick day retirement benefit. The Board will pay \$20 for each day of unused sick leave accumulated to a maximum of 140 days.

**5.3 PERSONAL LEAVE.** All regularly employed teaching personnel shall be granted two (2) personal days a year without loss of salary. This personal day may only be used to take care of personal business that cannot be taken care of after school hours or on non-school days. Personal days, if unused, shall accumulate as sick leave.

The employee must notify the building principal at least four (4) days prior to the date of the expected absence. The leave will be granted providing a substitute can be employed and detailed written lesson plans are submitted along with the leave request for the class which the substitute will teach. In case of emergencies, notification will be given to the administration as early as possible. The employee shall be required to provide a general reason for a personal business day.

The administration must notify the employee of the status (approved/denial with written explanation) of requested date within three (3) business days of the original request. If the employee is not notified in writing within three (3) business days, the request will be considered approved.

The administration reserves the right not to grant more than one (1) application per elementary level and one (1) application per secondary level for personal leave for any given calendar date.

**5.4 JURY LEAVE.** An employee shall be entitled to leave for jury service if unable to be excused from such service. The employee shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The employee shall return to his/her duties whenever his/her attendance in Court is not required.

**5.5 DISABILITY LEAVE.** An employee who is disabled shall be granted a leave of absence in accordance with the following:

**5.51 Foreseeable Disability.** If the employee knows, or reasonably should know, that the employee has a physical or mental condition which will result in disability, the employee shall:

A. Notify the Employer as to the nature and extent of the expected disability in accordance with Section 5.81.

B. Furnish the Employer a statement from the attending physician specifying in the physician's opinion:

(1) Any limitations on the performance of duties;

(2) The probable date when the employee will be significantly impaired in the performance of the employee's duties; and

(3) The probably length of time, if any, during which the employee will be disabled from performing the employee's work assignments.

C. Furnish the Employer such other information as the Employer shall determine necessary to assure the safety and welfare of the employee, students, other employees and the public.

**5.52 Unforeseeable Disability.** If an employee is disabled by unforeseen circumstances, and the employee desires to be granted a disability leave, the employee shall as soon as practicable furnish the Employer the information herein required for a foreseeable disability.

**5.53 Duration of Leave.** An employee shall be granted a leave of absence for the period of disability except that:

A. The Employer shall not be required to grant a leave for more than one (1) year unless the law requires a longer period.

#### **5.54 Compensation Benefits.**

- A. Compensation to the extent payable under the applicable leave provision; and
- B. The continuation of the payment of any insurance premiums which have normally been paid by the Employer through the end of the calendar month in which accumulated sick leave has been depleted, the employment relationship is terminated, or the Employer's obligation to pay such benefits ends, whichever shall first occur.
- C. The Employer shall grant family leave to employees in accordance with the Family & Medical Leave Act of 1993. It is understood and agreed that the Employer reserves all rights and powers granted to employers under that legislation and applicable regulations, and this Agreement shall not be construed as limiting or restricting those rights.

**5.6 SPECIAL LEAVE.** The Employer may grant an unpaid leave to any employee on such terms as the Employer and the employee shall agree for reasons not otherwise provided herein. In determining whether to grant any such leave, the Employer shall consider:

- A. The past performance of the employee.
- B. The staffing needs and other requirements of the Employer.
- C. The length of service of the employee and the requirement that the employee will return to service of the Employer.
- D. The purpose of purposes of the leave.

**5.7 ASSOCIATION LEAVE.** Upon the request of the Association, the Employer shall grant a leave of absence to an employee for the purpose of conducting official Association business related to the administration or negotiation of this Collective Bargaining Agreement in accordance with the following guidelines, namely:

- A. The absence of the employee shall not materially interfere with the discharge of the employee's professional responsibilities.
- B. Except for good cause, a request for a leave day shall be made in writing to the Employer not less than ten (10) working days prior to the leave.
- C. The Employer shall not be required to grant more than five (5) such Association leave days during each school year, or not to grant leave on any one day to more than two (2) employees.
- D. The Employer may deny a request for a leave day if it is reasonably unable to obtain an adequate substitute for the employee.
- E. The Association shall reimburse the Employer for the cost of substitutes.

#### **5.8 LEAVE ADMINISTRATION.**

**5.81 Notice.** An employee shall give the Employer notice of his/her desire to be granted a leave as soon as the employee is aware of the need to be granted a leave so that the Employer will have the maximum time to provide for the employee's absence. A leave for elective health care, jury leave, a foreseeable disability or a special leave shall be requested at least five (5) work days prior to the requested leave date unless the request requires Board action, in which case the request shall be made at least five (5) work days prior to the meeting at which the Board is to consider the request, except that a shorter notice may be permitted because of unforeseeable circumstances.

**5.82 Verification.** The employee shall have the responsibility of verifying his/her eligibility for leave and any benefits due. If the Employer determines that an employee knowingly withheld or misrepresented material information concerning the purpose or the employee's eligibility for leave or for any leave benefits, the teacher may be disciplined, in addition to any other discipline, by the loss of all or any portion of the employee's leave benefits due or to be due under this Agreement.

### **ARTICLE 6 – ASSOCIATION RIGHTS AND RESPONSIBILITIES**

**6.1 ASSOCIATION RIGHTS.** The Association shall have, in addition to other rights expressly set forth herein or provided by law, the following rights:

**6.11 Facilities and Equipment.** The use of school buildings at reasonable hours for meetings, and the use of school equipment provided that it shall pay the reasonable cost of any required labor, materials, or supplies, and for any damage, and provided further, that such use shall not interfere with the primary educational use of such facilities or equipment.

#### **6.12 Agency Shop.**

**6.121 Association Membership.** Membership in the Association is not compulsory. Employees have the right to join or not to join, maintain or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on nor discriminate against any employee by reason of his/her joining or refusing to join the Association

**6.122 Financial Responsibility.** Membership in the Association is separate and distinct from the assumption by an employee of his/her equal obligation to compensate the Association for the benefits he/she receives from representation. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Association. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.

**6.123 Agency Service Fee.** Each employee who is not a member of the Association shall pay to the Association an agency service fee. The fee shall be determined by the Association and shall be equivalent to each member's proportionate share of the cost of negotiating and administering the Collective Bargaining Agreement but in no event shall it be more than the dues paid by any Association member. If during the term of this Agreement, it should be determined by a Court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful.

**6.124 Deduction of Dues.** An employee may pay membership dues, or the agency service fee, as the case may be, through payroll deduction or may terminate an authorization previously given by submitting a written authorization or termination request to the Employer within thirty (30) calendar days following the beginning of the school year or the date of employment, whichever is later. Employee authorization for the deduction of Association dues, or for the payment of the agency service fee, shall identify the employee, the amount of each deduction, the period for which deductions are to be made, and be signed by such employee. The Employer shall deduct the authorized amount due from each employee's pay and transmit the total deductions to the Treasurer within fifteen (15) days following such deductions together with a listing of each employee for whom deductions were made. The Employer shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such moneys within twenty (20) days.

**6.125 Non-Discrimination.** The Association agrees that it will not discriminate against any employee in the bargaining unit by reason of sex, race, religion, marital status, age or national origin and that any employee who has paid an agency service fee shall be entitled to participate in all of the activities of the Association relating to the negotiation and administration of the Collective Bargaining Agreement to the same extent as any other employee.

**6.2 ASSOCIATION RESPONSIBILITIES.** The Association shall have, in addition to other responsibilities as expressly set forth herein or provided by law, the following responsibilities:

**6.21 Concerted Activities.** The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slow down, strike or other interference with the day-to-day operations of the Employer.

**6.22 Association Activities.** Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Association activities whatsoever. The Association's Uniserv Director may confer with Association officers or individual members during the officer's or members duty-free lunch period when such conference is requested.

## ARTICLE 7 – LAYOFFS AND RECALL

**7.1 LAY-OFFS AND RECALLS.** The lay-off and recall procedure shall be as herein set forth.

**7.11 Determination.** The Employer shall have the right to reduce the number of employees in a given subject area, field or program or eliminate or consolidate positions or reduce the number of employees for such reasons as shall be determined by the Employer. Compensation shall be suspended during periods of lay-off and fringe benefits shall be extended as set forth in Schedule "C" of this agreement.

**7.12 Lay-off Procedure.** The following guidelines will be utilized whenever an ancillary staff lay-off becomes necessary.

- A. When it becomes apparent that lay-offs may be necessary, representatives of the Employer and the Association will meet to permit the Employer to outline the need for the proposed reduction in staff.
- B. Written notification of potential lay-off will be given to all affected ancillary staff by May 1 of the current school year.
- C. The ancillary staff with the greatest seniority shall have the right to displace an ancillary staff with less seniority only if such ancillary staff is qualified to perform the duties of the position to be staffed.

**7.13 Recall Procedure.** The Employer shall rehire ancillary staff in the inverse order in which they were laid off provided that:

- A. The ancillary staff is qualified to perform the duties of the position to be staffed.
- B. The obligation to rehire an ancillary staff shall terminate:

- (1) Thirty-six (36) months for ancillary staff employees who completed a probationary period and twenty-four (24) months for probationary ancillary staff following the layoff, or,
- (2) Upon the failure of the ancillary staff to sign a commitment of employment within ten (10) days from the date of notice of recall (unless an extension is granted by the Employer in writing), or
- (3) Upon the ancillary staff's employment in a full-time position in another district, whichever shall first occur.

Notice of recall shall be sent to the ancillary staff at the last address furnished to the Employer by such ancillary staff in writing.

**7.2 DEFINITION OF CERTIFIED AND QUALIFIED.** It is agreed to by both parties that:

A. **Certified** employees are those who meet the following requirements:

1. Hold a degree or degrees from an accredited college or university, and
2. Hold a certification from the State of Michigan, or
3. Hold an annual authorization in a Vocational Education approved program.

B. **Qualified** teachers are those who have:

1. Full certification except a teacher in Vocational Education approved programs may have annual authorization.
2. In determining what constitutes "qualified" the Employer shall utilize, among other things, the following factors: experience, ability, attitude, professional background and attainments, past performance, employment and personnel records, interests, attendance, willingness to work, evaluations, length of service to the position with the district, communications and interviews.

**7.3 SENIORITY.** The Employer shall maintain an up-to-date master seniority list of all employees and present the same to the Association by September 15 of each school year. The Association shall review this list and approve or object to it by September 30 of each school year. Once agreed to, this list shall be utilized to determine an ancillary staff's seniority in any lay-off procedure. Except as provided hereafter, the names of all employees in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates. Service date shall mean that date when the employee first provided services for the Employer. If the employee has the same service date as another employee, his/her placement on the seniority list shall be determined by the following:

1. Any full time employment prior to a break in service.
2. Any uninterrupted temporary service of a semester or longer immediately prior to full time continuous service.
3. A drawing of lots supervised by a representative of the Board and a representative of the Association.

A break in service of not more than three (3) years by reason of layoff or authorized leave of absence shall not be deemed an interruption of service, but any such period shall not be included in the determination of the total amount of seniority. Part-time employees under contract shall accrue seniority as follows:

1. Less than one-half (1/2) time: one-half (1/2) year for each one (1) year of such employment.
2. One-half (1/2) time or more: one (1) year for each year of such employment.

## **ARTICLE 8 – EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**8.1 EVALUATION.** The Employer acting by and through its administrators shall be responsible for the evaluation of each ancillary staff in the performance of his/her professional duties. The evaluation of ancillary staff shall conform to the following guidelines.

**8.11 Evaluation Objectives.** The primary purpose of ancillary staff evaluations shall be to improve the effectiveness of an ancillary staff in the performance of the ancillary staff's professional duties.

**8.12 Formal Evaluations.** Each ancillary staff shall be evaluated using a minimum of two (2) observations of not less than thirty (30) minutes. A post-observation conference shall be held within ten (1) school days after each observation on which the evaluation is based. A copy of the formal evaluation resulting from the observation(s) shall be given to the ancillary staff at the time of the conference or within ten (10) days thereafter. If the ancillary staff is found unsatisfactory, a meeting shall be established to consult with the ancillary staff regarding establishing an IDP. If the ancillary staff disagreed with the evaluation, the ancillary staff may submit within ten (1) school days a written rebuttal which shall be attached to the evaluation and placed in the ancillary staff's personnel file.

**8.13 Evaluation Frequency.**

A. **Probationary Employees.** Probationary ancillary staff shall be evaluated as amended, provided that if the Administrator(s) responsible for evaluating such ancillary staff determine(s) that the ancillary staff is in difficulty, the Employer agrees to revisit and amend the individualized development plan as required in order to assist the employee in satisfactorily completing the probationary period.

#### 8.14 General Procedures.

- A. **Other Evaluations.** The Employer may provide for such additional formal and informal evaluations as it shall determine to be necessary for the proper conduct of the educational program and the utilization of its ancillary staff.
- B. **Exclusions.** The evaluative opinions of the Employer shall not be subject to the Grievance Procedure if the procedures herein set forth have been followed.
- C. **Notice.** Prior to the first observation of an ancillary staff's performance for the purpose of preparing a formal evaluation, the evaluator shall notify the ancillary staff. A formal observation shall be completed within five (5) school days after such notice.
- D. **Signatures.** Each ancillary staff shall sign each evaluation upon the completion of the post-observation conference for the purpose of indicating thereon that the evaluation has been reviewed by the ancillary staff and the evaluator. Signing the form in no way indicates agreement.
- E. The Parties will develop an instrument that is mutually agreeable. A committee of two (2) members to be chosen by the administration and two (2) members to be chosen by the Association shall be formed for this purpose. This instrument shall be attached and used to evaluate ancillary staff bargaining unit members for the 2005-2006 school year and reviewed at the end of the 2005-2006 school year. Any revision required shall be done by the committee.

**8.2 PERSONNEL FILE.** The Employer shall cause an official personnel file to be established and maintained for each employee in accordance with the following guidelines:

**8.21 Right to Review.** An employee shall have the right upon prior request to review the contents of his/her personnel file. A representative of the Association may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the Employer. The credentials and references of the employee shall not be subject to review.

**8.22 Notice.** An employee shall be given written notice of the intention of the Employer to insert any materials in the employee's personnel file which adversely reflect on the character of the employee's professional services.

**8.23 Adverse Material.** Within five (5) school days following notice of the intention to insert such adverse material, an employee may request a meeting with the Employer. Prior to the meeting, the employee shall be furnished a copy of the material for review. If the objectionable material is not withdrawn or notified in a manner satisfactory to the employee and the Employer, the employee shall have the right within ten (10) school days following the conclusion of the conference to have inserted in the personnel file a statement concerning such material.

**8.3 ANCILLARY STAFF DISCIPLINE.** Disciplinary action regarding ancillary staff shall be taken with just cause in accordance with the following guidelines, namely:

- A. **Ancillary staff** – will be informed of applicable rules and policies governing conduct prior to the imposition of any discipline based upon the violation of such rules and policies.
- B. An employee shall be entitled to have a representative of the Association present at a formal conference at which an employee is to be disciplined. However, the conference need not be delayed for an unreasonable time until such representative can be present. In no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For the purpose of this provision, a formal conference is defined as one that has been prearranged.
- C. Any complaint made against any ancillary staff by any parent, student, or other person which is reduced to writing will be promptly called to the attention of the ancillary staff. Any written complaint not called to the attention of the ancillary staff may not be used in any disciplinary action against the ancillary staff.
- D. It is understood and agreed that except as the seriousness of an offense in the opinion of the Employer shall otherwise require, the following progressive system of discipline shall normally be followed:
  1. Discussion of problem between ancillary staff and administrator and/or verbal warning.
  2. Written warning by administrator.
  3. Written reprimand by administrator.
  4. Suspension with pay and benefits.
  5. Suspension without pay and benefits.
  6. Discharge.

**8.4 LEGAL COUNSEL.** The Employer, through its legal counsel, agrees to advise an employee of his/her rights and obligations if such employee is assaulted by a student, provided that the employee shall have promptly reported any such assault to the building principal.

## ARTICLE 9 – EMPLOYER RIGHTS AND RESPONSIBILITIES

**9.1 MANAGEMENT RIGHTS.** Except as otherwise expressly provided in this Agreement, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan and of the United States, and all rights and powers to manage and conduct the activities of the Employer and to utilize and direct its employees which the Employer had prior to the certification of the Association.

**9.2 EMPLOYER COOPERATION.** The Employer agrees to cooperate with the Association in the application of this Agreement and further agrees that it will not engage in any lockout or related activity.

## ARTICLE 10 – GRIEVANCE PROCEDURE

**10.1 DEFINITIONS.** A “Grievance” is a claim, based upon an employee’s, or group of employee’s, belief that there has been a violation, misrepresentation, or misapplication of any provision of this Agreement. The “Grievance Procedure” shall not apply to any matter which is prescribed by law, or State regulations, or over which the Employer is without power to act. No Employer prerogative shall be made the subject of a grievance. An “aggrieved person” is the person making the claim and any person who might be required to take action in or against whom action might be taken in order to resolve the claim. A grievance may be filed by the Association only when a group of employees with a common complaint have requested such action.

### 10.2 REVIEW LEVELS.

**10.21 Level One.** An employee with a grievance shall first discuss it with his/her principal, within five (5) school days from the time of the incident over which the employee is aggrieved or has reasonable ability to have knowledge of the incident. At his/her option, the employee may invite an Association representative to be present while the grievance is discussed. Every effort shall be made to resolve the grievance informally. If the grievance is not resolved, the matter shall be reduced to writing by the grievant and submitted to the principal. The grievance must be reduced to writing five (5) days from the time of the discussion between the grievant and his/her principal. Within five (5) school days after presentation of the written grievance, the principal shall give his/her answer in writing to the grievant.

**10.22 Level Two.** In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the Association or its representative within five (5) school days after the decision at Level One, or lack thereof, at Level One.

The Association shall make a judgment on the merits of the grievance. If the Association decides either that the grievance lacks merit, or that the decision at Level One is in the best interest of the educational system, it shall so notify the employee and the principal, and the matter, insofar as the Association is concerned, is terminated.

If the Association decides, in its opinion, the grievance has merit; it shall refer such grievance in writing to the Superintendent, within five (5) school days after the receipt of the grievance from the grievant. Copies shall also go to the Principal.

Within five (5) school days after the Superintendent receives the grievance, he/she shall meet with the aggrieved employee and a representative or representatives (maximum of 5) of the Association in an effort to resolve his/her grievance. The decision on the grievance shall be rendered in writing within five (5) school days after such hearing; copies sent to the aggrieved, the Association and the principal.

**10.23 Level Three.** If the grievance is not settled at Level Two, it may be referred in writing to the Employer within five (5) school days after receipt of the decision in Level Two. The Employer shall hold a hearing, or otherwise investigate the grievance, or prescribe such other procedures as it may deem appropriate for consideration. The Association shall have an opportunity to present its view at this level within twenty (20) school days to the Employer, or its representative, as it may authorize. Within twenty (20) school days after receipt of the grievance, the Employer shall render a decision on the grievance and present it in writing to the aggrieved employee, the Association, the principal, and the Superintendent.

#### 10.24 Level Four.

A. If the grievance is not settled at Level Three, the Association may, within ten (10) school days after the receipt of the Employer’s decision at Level Three; request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the Employer.

B. Within ten (10) school days after the date of a written request for arbitration, a committee of the Employer, or its designated representative, and the Association may agree upon a mutually acceptable Arbitrator. If the parties are unable to agree upon an arbitrator, within the ten (100) day period herein provided, either the Employer or the Association may, within twenty (20) school days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association. The arbitrator shall confine his/her decision to the particular cases submitted to him/her. Both parties agree to be bound by the award of the arbitrator.

C. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Employer's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.

D. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Employer where the Employer is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination or non-renewal of probationary employees shall not be subject to arbitration.

F. Payment of the arbitrator's fees and expenses shall be divided equally between the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

G. A complaint or dispute involving the discharge or demotion of an employee on continuing tenure shall not be subject to the arbitration procedure, but shall be presented, heard, and resolved pursuant to the provisions of Act 4, Public Acts of Michigan, 1937 (Ex. Sess.), as amended (Tenure of Teachers Act).

H. All arbitration hearings shall be held in the school district.

### **10.3 GENERAL PROCEDURES.**

**10.31 Form.** All grievances shall be in a form mutually acceptable to the parties. All employee grievances, except grievances against the Association, shall separately state the position of the Association.

### **10.32 Miscellaneous.**

A. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association. The Employer may request the Association's presence at any level of any grievance.

B. Levels Two and Three of this Grievance Procedure may be passed to the next level for any reason as determined by the Employer, or its representative (e.g. no authority to make a judgment, a decision has been rendered in a similar previous decision). However, a hearing must be held at one of the above levels.

C. Grievance problems shall be handled at times other than when the employee is at work, unless agreed to differently by the employer.

D. Failure at any level of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Association to proceed to the next level of the procedure.

E. Failure of the Association to file the grievance in writing as specified in Level One or to forward as specified in Levels Two, Three or Four shall mean the grievance is withdrawn.

F. If an employee elects to be represented by the Association, he/she must still be present at any level of the grievance procedure, where his/her grievance is to be discussed.

G. The filing of a grievance shall in no way interfere with the right of the Employer to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

H. The Association is prohibited from processing a grievance on behalf of an employee or group of employees without such employee's consent.

## **ARTICLE 11 – GENERAL PROVISIONS**

**11.1 CONTRACT REPRESENTATIVES.** Each party shall designate in writing the name of its authorized representative to administer this Agreement.

**11.2 NOTICES.** Any written notice given pursuant to this Agreement shall be deemed to have been received three (3) days following its deposit in the United States mail, postage prepaid, when addressed as follows:

A. **Employer:** Office of the Superintendent  
Martin Public Schools  
1619 University St.  
Martin, Michigan 49070

B. **Association:** Office of the President of the  
Martin Education Association  
as set forth in the employer records



C. **Employee:** As set forth in the records of the Employer or to such other address as a party or an employee shall hereafter furnish in writing.

**11.3 SUCCESSOR AGREEMENT.** The negotiation of a new Agreement shall begin upon written request of either party made not earlier than ninety (90) days prior to the expiration of this Agreement except as the parties shall otherwise mutually agree in writing.

**11.4 SCOPE, WAIVER AND ALTERATION OF AGREEMENT.** It is expressly agreed that no provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both of the contracting parties provided that nothing herein shall prohibit the Employer from adopting policies, initiating programs or entering into other agreements which are not contrary to the express terms of this Agreement and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

**11.5 INTERPRETATION.** Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties will meet to renegotiate such invalidated provisions. This Agreement shall be interpreted in accordance with the following understandings, namely;

**11.51 Captions.** Captions are included only for convenience of reference and shall not modify in any way any of the provisions contained herein.

**11.52 Right to Modify.** The rights of either party or of an employee to any benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefits are claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement in a subsequent agreement, and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

**11.53 Subordination.** Any individual contract or letter of agreement between the Employer and an employee for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof. Such individual contract shall be signed by the Board, or its designee(s), and the teacher within ten (10) days of the start of the school year or within ten (10) days after ratification of a successor agreement, whichever is later. If negotiations are still in progress, it shall be subject to the terms and agreement of the Master contract.

**11.54 Prior Practices.** The Agreement shall supersede any existing rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms.

**11.6 DEFINITIONS.** Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:

**11.61 Day** shall mean a calendar day.

**11.62 Period** shall mean a unit of instruction, recess or other unit established by the Employer for the division of the school day.

**11.63 Employee** shall mean all K-12 certified employees employed for the regular school year, excluding substitute employees, employee and library aides, the guidance director, evening and summer school employees, nurses, and administrative and clerical personnel. Reference to male employees shall include female employees.

**11.64 Part-time Employee** means an employee regularly employed for less than full work week or a full workday. The fringe benefits and leave of a part-time shall be substantially proportionate to the number of hours employed per week.

**11.65 Special Employees** means librarian, speech therapists, art and music employees, and physical education instructors.

**11.7 DUPLICATION OF AGREEMENT.** The Agreement will be duplicated at the cost of the Board for the 2007-2009 school year. Each successor Agreement will be duplicated on a rotating basis, with the Association duplicating the next Agreement.

**11.8 EFFECTIVE DATE AND TERMINATION.** This Agreement shall commence as of the date of its execution by both parties and shall remain in full force and effective until midnight June 30, 2012.

**11.9 SCHOOL BOARD PACKETS.** The Administration shall supply a board packet at no cost for each school board meeting to the Association President. This packet will be the same as the Board Members receive except where prohibited by law. The packet will be sent to the Association President at the same time as the Board Members' are sent.

**ARTICLE 12 – MENTOR TEACHERS**

**12.1** A Mentor Teacher shall perform the duties of a Master Teacher as specified in 1526 of the School Code.

**12.2** Each probationary employee, in his/her first three (3) years in the classroom, shall be assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources and information in a no-threatening collegial fashion.

**12.3** The Mentor Teacher shall be assigned by the employer in accordance with the following:

- A. Participation of bargaining unit members as a Mentor Teacher shall be voluntary.
- B. A reasonable effort will be made to match the probationary employee with a Mentor Teacher who works in the same building and have the same area of certification.
- C. Probationary employees may be assigned one (1) or more Mentor Teachers.
- D. The Mentor selected from the staff shall be compensated at the rate of \$300 per probationary employee, per school year, with no Mentor being assigned more than two (2) probationary employees.
- E. If, in the opinion of the Employer, the services of the Mentor Teacher shall be deemed unsatisfactory for any reason; the probationary teacher shall be reassigned to a different Mentor. Pay will be pro-rated based on the number of days of service as a Mentor.

**12.4** The Mentor shall meet with the probationary employee informally whenever possible or necessary. A formal conference between Mentor and probationary employee will occur at least once every two weeks.

**12.5** The purpose of the Mentor/probationary employee match is to acclimate the probationary employee and to provide necessary assistance toward the end of quality instruction. The Board and the Association agree the relationship shall be confidential.

When Confidentiality is waived by both the Mentor and Probationary Employee, a discussion among the Mentor, Probationary Employee and building administrator may occur. This discussion shall not be evaluative in nature and may be terminated upon the request of the Mentor or Probationary Employee.

Neither the Mentor nor the Probationary Employee shall refuse to truthfully disclose facts during a Board investigation of employee misconduct.

**12.6** Nothing in this Article precludes the Board from soliciting individuals outside the Association to serve as Mentors, as provided in 1526 of the School Code.

**EMERGENCY MANAGER**

If an Emergency Manager is appointed by the State under PA 4 of 2011, (Fiscal Accountability Act), the emergency manager may reject, modify, or terminate the Collective Bargaining Agreement in accordance with law. This language is not agreed upon by the parties but is put into this Agreement solely because it is required by law.

**DURATION:** This contract shall be effective as of July 1, 2012 and shall expire June 30, 2013.

IN WITNESS THEREFOR, the parties have caused this Agreement to be executed as of the 30<sup>th</sup> day of June 2012.

**EMPLOYER:**

MARTIN PUBLIC SCHOOLS  
DISTRICT No. 6  
ALLEGAN AND BARRY COUNTIES,  
MICHIGAN

By: \_\_\_\_\_  
Tom McLaughlin  
Its: President

By: \_\_\_\_\_  
Jason Moored  
Its: Secretary

**ASSOCIATION:**

MARTIN EDUCATION ASSOCIATION

By: \_\_\_\_\_  
Damon Blackburn  
Its: President

By: \_\_\_\_\_  
Jodie Brenner  
Its: Secretary

**SCHEDULE "A" – BASIC COMPENSATION  
2012-2013**

STEP	BA	BA+18	MA	MA+15
1	31,105	32,349	33,595	34,838
2	32,349	33,644	34,937	36,231
3	33,595	34,937	36,281	37,624
4	34,838	36,231	37,624	39,017
5	36,082	37,526	38,966	40,410
6	37,324	38,818	40,312	41,806
7	38,570	40,112	41,657	43,198
8		41,406	43,000	44,593
9		42,701	44,344	45,985
10		44,318	46,023	47,726
11		45,937	47,703	49,470
12		47,876	49,717	51,558
13		49,817	51,733	53,649
14		51,758	53,748	55,740
15		54,024	56,101	58,178
16		55,963	58,117	60,268
L-1		57,081	59,280	61,473
L-2		58,223	60,466	62,679

- L-1 longevity shall be given to each employee starting his/her 20<sup>th</sup> year of service in Martin Public Schools
- L-2 longevity shall be given to each employee starting his/her 25<sup>th</sup> year of service in Martin Public Schools

**SCHEDULE "B" – STUDENT ACTIVITY ASSIGNMENTS  
2012-2013**

<b>CATEGORY A:</b>	
Dean of Students	17.0%
Band Director	10.0%
Yearbook Advisor	2.5%
Drama	2.5%
<b>CATEGORY B:</b>	
Curriculum Review (6)	2.0%
NCA Chairperson	2.0%
Target Goal Chairpersons (6)	1.0%
Department Heads (12)	1.0%
12 <sup>th</sup> Grade Advisor	2.25%
11 <sup>th</sup> Grade Advisor	4.0%
10 <sup>th</sup> Grade Advisor	2.25%
9 <sup>th</sup> Grade Advisor	2.25%
HS/MS National Honor Society	1.5%
High School Student Council Advisor	3.5%
MS Student Council Advisor	2.25%
Elementary Student Council Advisor	1.5%
Quiz Bowl/Science Olympiad	2.0%
Chaperones (7-12) (Excludes paid Advisor)	0.12%
3 <sup>rd</sup> & 5 <sup>th</sup> Grade Camp (limit 2 each)	0.3% or a comp day
HAL Program (Elementary & Secondary)	2.0%
Class Play (one per year)	1.0%
Junior Great Books Advisor (one position)	1.0%
After School Spanish Instruction (5 positions)	1.0%
<b>CATEGORY C:</b>	
Varsity Football	9.0%
Varsity Football Assistant	7.0%
J.V. Football	8.0%
J.V. Football Assistant	7.0%
MS Football	5.0%
MS Football Assistant	4.0%
Boys' Basketball – Varsity	9.0%
Girls' Basketball – Varsity	9.0%
Boys' Basketball – J.V.	8.0%
Girls' Basketball – J.V.	8.0%
Boys' Basketball – 9 <sup>th</sup> Grade	7.0%
Boys' Basketball – 8 <sup>th</sup> Grade	5.0%
Boys' Basketball – 7 <sup>th</sup> Grade	5.0%
Girls' Basketball – 9 <sup>th</sup> Grade	7.0%
Girls' Basketball – 8 <sup>th</sup> Grade	5.0%
Girls' Basketball – 7 <sup>th</sup> Grade	5.0%
Boys' Varsity Track	9.0%
Girls' Varsity Track	9.0%
MS Track	5.0%
Volleyball – Varsity	9.0%
Volleyball – JV	8.0%
Volleyball – 9 <sup>th</sup> Grade	7.0%
Volleyball – 8 <sup>th</sup> Grade	5.0%
Volleyball – 7 <sup>th</sup> Grade	5.0%
Wrestling	9.0%
MS Wrestling	5.0%
Varsity Baseball	9.0%
Varsity Assistant/JV Baseball	7.0%
Varsity Softball	9.0%
Varsity Assistant/JV Softball	7.0%
Cheerleading Advisor	9.0%
Assistant Cheerleading Advisor	7.0%

It is understood between the parties that a contract stipulating extra compensation for an employee performing extra duties has a non-tenure status. For an employee who has attained continuing tenure, failure of the Board to re-employ such an employee in a capacity other than as a classroom employee shall not be deemed a demotion within the provision of the Michigan Teachers' Tenure Act, as amended. The Board reserves the right to approve or disapprove a specific extra duty activity.

**SCHEDULE "C" – FRINGE BENEFITS  
2012-2013**

**A. For Employees Needing Health Insurance**

For the 2012-2013 contract year, all teachers selecting health insurance shall take one of the MESSA PAK A options described below.

In no event shall the Board's annual contribution exceed the following annual amounts, prorated based on the duration of employment and the category of coverage elected by the employee:

- Single \$ 5,500
- Two Person \$11,000
- Family \$15,000

The proposed coverage for the successor agreement is stated in PAK A and PAK B.

The employee may choose to make the premium contribution through the IRC Section 125 Plan.

**PAKA Option 1: MESSA Choices**

IN Deductible: \$500/\$1,000

OON Deductible: \$1,000/\$2,000

OV/UC/ER Copay: \$20/\$25/\$50

RX Drug Copay: Saver RX

Dental: Delta Dental (75/75/50/\$1,000 annual & lifetime max/50%/2 cleanings)

Vision: VSP 2

Negotiated Life: \$15,000

Accidental Death & Dismemberment: \$15,000

Long Term Disability: 60% Max \$2,500, 90 CDMP, 2 Year Limitation Alcohol/Drug and Mental/Nervous,

SS Offset Family, No COLA

**PAKA Option 2: MESSA ABC Plan 2**

IN Deductible: \$2,000/\$4,000

OON Deductible: \$4,000/\$8,000

OV/UC/ER Copay: N/A

RX Drug Copay: ABC Rx

Dental: Delta Dental (75/75/50/\$1,000 annual & lifetime max/50%/2 cleanings)

Vision: VSP 2

Negotiated Life: \$15,000

Accidental Death & Dismemberment: \$15,000

Long Term Disability: 60% Max \$2,500, 90 CDMP, 2 Year Limitation Alcohol/Drug and Mental/Nervous,

SS Offset Family, No COLA

**B. For Employees Not Needing Health Insurance**

**PAK B – MESSA PAK:**

Dental: Delta Dental (75/75/50/\$1,000 annual & lifetime max/50%/2 cleanings)

Vision: VSP 2

Negotiated Life: \$15,000

Accidental Death & Dismemberment: \$15,000

Long Term Disability: 60% Max \$2,500, 90 CDMP, 2 Year Limitation Alcohol/Drug and Mental/Nervous,

SS Offset Family, No COLA

Effective 7-1-2012, full-time employees participating in MESSA PAK B shall receive, pursuant to the rules of the IRC Section 125 Plan, the following amounts annually divided over 26 pays. The employee may choose from the following options:

Option 1: Cash-in lieu with PAK B \$5,100

Option 2: 403B with PAK B \$5,500

Employees participating in PAK B shall contribute 20% of the insurance premiums for PAK B

Effective 7-1-2012, less than full-time employees NOT participating in either MESSA PAK A or MESSA PAK B shall receive, pursuant to the rules of the IRC Section 125 Plan, the following amounts prorated based on their employment status and annually divided over 26 pays. The employee may choose from the following options:

Option 3: Cash-in lieu with no insurance benefits	\$6,500
Option 4: 403B with no insurance benefits	\$7,000

**Conditions and Limitations.** The Fringe Benefit Schedule shall be subject to the following conditions and adjustments, namely:

1. The selection of insurance carrier shall be subject to the negotiation process at the conclusion of the current contract.
2. The carrier selection for the 2012-2013 contract is MESSA
3. The Board of Education shall be the policyholder of the MESSA contract.